# 长安航空有限责任公司 旅客、行李国际运输总条件

# **General Conditions of**

International Carriage for Passengers and Baggage
Air Changan Company Limited



根据中华人民共和国交通运输部 2021 年第 3 号令《公共航空运输旅客服务管理规定》、《中华人民共和国民法典》、《中华人民共和国民用航空法》、《华沙公约》、《蒙特利尔公约》等法律、行政法规,为规范公共航空运输秩序、加强旅客服务管理,保护旅客合法权益,并明确旅客与长安航空有限责任公司(以下简称"长安航空")之间的各项权利、义务,特制定《长安航空有限责任公司旅客、行李国际运输总条件》(以下简称"本条件")。

本条件是旅客与长安航空之间订立的航空运输合同文本,是双方设立航空运输合同法律关系、明确双方权利和义务的法律文件。经由长安航空签发的包括但不限于客票销售和退票、变更实施细则;婴儿、孕妇、无成人陪伴儿童、重病患者等特殊旅客的承运标准均为本条件的一部分,与本条件具有同等法律效力。

本条件是长安航空国际客票销售、旅客及行李运输、地面服务等环节工作人员及 航空销售代理人、地面服务代理人为旅客销售客票及提供相关服务的依据和准则,各 相关业务单位必须贯彻执行。

特别提示:

《长安航空有限责任公司旅客、行李国际运输总条件》于 2023 年 6 月 15 日起施行。

特此声明

长安航空有限责任公司 二**〇**二三年六月八日

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# 第一章 定义

- **第一条** 长安航空有限责任公司旅客、行李国际运输总条件(以下简称"条件") 中的下列用语,除具体条文中有其它要求或另有规定外,含义如下:
- (一)"公约"是指根据合同规定适用于该项运输的一九二九年十月十二日在华沙签订的《统一国际航空运输某些规则的公约》(简称华沙公约)和一九五五年九月二十八日在海牙签订的《修改一九二九年十月十二日在华沙签订的统一国际航空运输某些规则的公约的议定书》(简称海牙议定书)以及一九九九年五月二十八日在蒙特利尔签订的《统一国际航空运输某些规则的公约》(简称1999年蒙特利尔公约)。
- (二)"国际运输"是指除公约另有规定外,根据当事人订立的航空运输合同, 无论运输有无间断或者有无转运,运输的出发地点、目的地点或者约定的经停地点之 一不在中华人民共和国境内的运输。
- (三)"承运人"指填开客票、承运或约定承运该客票所列旅客及其行李的公共 航空运输企业。
- (四)"代码共享或代码共享航班"指承运人通过协议在另一承运人实际承运的 航班上使用自己公司航班号或多家公司通过协议在同一个航班上使用各自航班号的 航班。
- (五)"缔约承运人"是指使用本企业票证和票号,与旅客签订航空运输合同的承运人。
- (六)"长安航空"是长安航空有限责任公司的简称(英文名称: AIR CHANGAN CO., LTD, 国际航空运输协会 IATA 两字代码: 9H, 国际民用航空组织 ICAO 指定代码: CGN, 国际航空运输协会 IATA 结算代码 856, 网址: http://www.airchangan.com)。
- (七)"长安航空规定"指长安航空为对旅客及其行李的运输进行管理,依法制定而公布的并于填开客票之日对合同双方有效的规定,包括有效的适用票价及适用条件。
  - (八)"授权销售代理人"指被承运人指定并代表该承运人,为其航班并经其授

权后为其他航空承运人的航班销售航空旅客运输的销售代理人。

- (九)"旅客"指除机组成员以外经承运人同意在航空器上载运或已经载运的任何人。
  - (十)"儿童"指旅行开始之日已满两周岁但不满十二周岁的人。
  - (十一)"婴儿"指旅行开始之日满14天但不满两周岁的人。
- (十二)"客票"指承运人或其授权代理人销售或认可并赋予运输权利的有效文件,包括纸质客票和电子客票。纸质客票是指由承运人或代表承运人所填开的被称为"客票"及行李票的凭证,包括运输合同条件、声明、通知以及乘机联和旅客联等内容。电子客票是普通纸质客票的电子替代产品。
- (十三)"电子客票"是纸质机票的替代,是将普通纸质机票的信息以电子数据的方式存储在系统数据库中,并作为销售、结算、运输依据的客票形式。
- (十四)"电子客票行程单"是记录旅客姓名、旅程路线、票价等信息的纸质凭证。
- (十五)"连续客票"指填开给旅客与另一本客票连在一起,共同构成一个单一运输合同的客票。
  - (十六)"旅客联"指纸质客票中标明"旅客联"的部分,始终由旅客持有。
- (十七)"乘机联"指纸质客票中标明"适用于运输"的部分,表示该乘机联适用于指定的两个地点之间的运输。
- (十八)"日"指日历日,包括每周的七日。用于给旅客发通知时,通知发出日不计算在内;用于确定客票有效期限时,客票填开日和航班飞行开始日,均不计算在内。
- (十九)"行李"指旅客在旅行中为了穿着、使用、舒适或方便的需要而携带的物品。除另有规定外,包括旅客的托运行李和非托运行李。
  - (二十)"托运行李"指旅客交由承运人负责照管和运输并填开行李票的行李。
  - (二十一)"非托运行李"指除旅客托运行李以外的由旅客自行照管的行李。

- (二十二)"行李牌"指识别行李的标志和旅客领取托运行李的凭据。
- (二十三)"行李票"指由承运人发行的专用于托运行李鉴明的文件。
- (二十四)"超限行李"指超过计重或者计件免费行李额的部分。
- (二十五)"约定经停地点"指除出发地点和目的地点以外,在客票或者承运人的班期时刻表内列明作为旅客旅行路线上预定经停的地点。
- (二十六)"中途分程"指经承运人事先同意, 旅客在出发地点和目的地点间旅行时由旅客有意安排在某个地点的旅程间断。
- (二十七)"损失"指在承运人提供的运输或与运输有关的其它服务中因旅客死 亡或者身体伤害而产生的损失;因行李毁灭、遗失或者损坏而产生的损失或其它损失。
- (二十八)"普通票价"是指在票价适用期内的公务、经济各舱位等级的销售票价中的最高票价,也包括与之相适应的儿童和婴儿票价。
- (二十九)"优惠票价"是指低于普通票价并附有使用限制条件的票价。"优惠票价"以旅客开始乘机之日承运人公布的票价为准。
  - (三十)"特别提款权"是指由国际货币基金组织定义的特别提款权。
  - (三十一)"实际承运人"是指根据缔约承运人的授权,履行相关运输的承运人。
- (三十二)"机场管理机构"是指依法组建的或者受委托的负责机场安全和运营管理的具有法人资格的机构。
- (三十三)"地面服务代理人"是指依照中华人民共和国法律成立的,与承运人签订地面代理协议,在中华人民共和国境内机场从事公共航空运输地面服务代理业务的企业。
  - (三十四)"民航行政机关"是指民航局和民航地区管理局。
- (三十五)"长安航空地面服务代理人"是指已被长安航空指定为其航班提供地面服务的地面服务代理人。
- (三十六)"公共航空运输旅客服务"是指承运人使用民用航空器将旅客由出发 地机场运送至目的地机场的服务。

(三十七)"长安航空规定"是指长安航为对旅客及其行李的运输进行管理,依 法制定而公布的并于填开客票之日对合同双方有效的规定,包括有效的适用票价及适 用条件。

(三十八)"航空销售网络平台经营者"是指依照中华人民共和国法律成立的, 在电子商务中为承运人或者航空销售代理人提供网络经营场所、交易撮合、信息发布 等服务,供其独立开展公共航空运输旅客服务销售活动的企业。

(三十九)"联程客票"是指在同一运输合同内,由不同航班连接两个(含)以上连续航程的客票。

(四十)"来回程客票"是指在同一运输合同内,从出发地点至目的地点并按原 航程返回原出发地点的客票。

(四十一)"定期客票"是指列明航班、乘机日期和定妥座位的客票。

(四十二)"不定期客票"是指在首次销售时未列明航班、乘机日期和未定妥座 位的客票。

(四十三)"已购票"是指根据法律规定或者双方当事人约定, 航空运输合同成立的状态。

(四十四)"客票变更"是指对客票改期、变更舱位等级、签转等情形。

(四十五)"自愿退票"是指旅客因其自身原因要求退票。

(四十六)"非自愿退票"是指因航班取消、延误、提前、航程改变、舱位等级 变更或者承运人无法运行原航班等情形,导致旅客退票的情形。

(四十七)"自愿变更客票"是指旅客因其自身原因要求变更客票。

(四十八)"非自愿变更客票"是指因航班取消、延误、提前、航程改变、舱位等级变更或者承运人无法运行原航班等情形,导致旅客变更客票的情形。

(四十九)"承运人原因"是指承运人内部管理原因,包括机务维护、航班调配、 机组调配等。

(五十)"非承运人原因"是指与承运人内部管理无关的其他原因,包括天气、

突发事件、空中交通管制、安检、旅客等因素。

(五十一)"手提行李"是指经长安航空同意,交长安航空计重或计件,在旅行期间包括经停站停留期间,由旅客自己照管和负责的行李。

(五十二)"免费随身携带物品"是指在长安航空限定的品种和数量范围内并经 长安航空同意,在旅行期间包括经停站停留期间,免费由旅客自行携带乘机的零星小 件物品。

(五十三)"计划出港时间"是指航班时刻管理部门批准的离港时间。

(五十四)"计划到港时间"是指航班时刻管理部门批准的到港时间。

(五十五)"乘机登记截止时间"是指航班停止办理乘机手续时间。乘机登记截止时间按各机场或长安航空下发的规定执行。

(五十六)"客票使用条件"是指定座舱位代码或者票价种类所适用的票价规则。

(五十七)"客票改期"是指客票列明同一承运人的航班时刻、航班日期的变更。

(五十八)"签转"是指客票列明承运人的变更。

(五十九)"联程航班"是指被列明在单一运输合同中的两个(含)以上的航班。

(六十)"误机"是指旅客未按规定时间办妥乘机手续或者因身份证件不符合规 定而未能乘机。

(六十一)"错乘"是指旅客搭乘了不是其客票列明的航班。

(六十二)"漏乘"是指旅客办妥乘机手续后或者在经停站过站时未能搭乘其客票列明的航班。

(六十三)"小动物"是指旅客托运的小型动物,包括家庭饲养的猫、狗或者其 他类别的小动物。

(六十四)"超售"是指承运人为避免座位虚耗,在某一航班上销售座位数超过 实际可利用座位数的行为。

(六十五)"不可抗力"是指不能预见、不能避免、不能克服的客观情况,包括 但不限于自然灾害(火灾、旱灾、地震、风灾、大雪、山崩、洪水等)、政府行为(政 府干预、禁令等)、社会事件(战争、动乱、罢工、流行传染病等)。

# 第二章 适用范围

# 第一条 一般规定

- (一)除本条第(二)款、本章第二条、第三条另有规定外,本条件适用于长安 航空以飞机运送旅客、行李而收取报酬的国际运输,港澳台地区运输参照本条件执行。
- (二)除长安航空运输规章或相关合同、票证另有规定外,本条件也适用于减免 费运输。
- (三)除另有规定外,在长安航空的规定中如含有与本条件不一致的条款,则本条件优先适用。

# 第二条 包机

根据长安航空包机合同提供的运输,接受包机运输的旅客及行李应遵守长安航空包机合同条款规定,包机合同未约定的内容,以本条件规定为准。

#### 第三条 除外条款

在本条件中如果含有与公约、国家法律、政府规定、命令或要求不一致的条款,以公约、国家法律、政府规定、命令或要求为准;本条件的其余条款仍然有效。

# 第三章 客票

# 第一条 客票是运输合同的初步证据

客票是出票承运人和旅客之间航空运输合同的初步证据。承运人只向持有其或其 授权代理人填开客票的旅客提供运输并按本运输条件承担相应的责任。客票始终是出 票承运人的财产。客票中的合同条件是本运输条件部分条款的摘述。

# 第二条 客票使用规定

- (一)持纸质客票的旅客未能出示根据长安航空规定填开的并包括所乘航班的乘机联和所有其它未使用的乘机联和旅客联的有效客票时,无权要求乘机。旅客出示残缺客票或非经长安航空或其销售代理人更改的客票,也无权要求乘机。
- (二) 持电子客票的旅客应出示有效身份证件,并经长安航空或其地面服务代理 人验证客票状态有效后,方可要求乘机。电子客票行程单仅是记录旅客旅行信息的单 据,不作为机场办理乘机手续和安全检查的必要凭证。
- (三)每一航段必须列明舱位等级,并在航班上定妥座位和日期后方可由长安航空接受运输。对未定妥座位的航段,长安航空应按旅客的申请,根据适用的票价和所申请航班的座位可利用情况为旅客预定座位。
- (四)旅客应在客票有效期内,完成客票上列明的全部航程或办理客票变更、签 转及在退票期限内办理退票手续。过期客票票价及税费均不可退。
- (五)旅客应按客票列明的航程旅行,未经长安航空同意不得在经停地点提前终止旅行。
  - (六)定期客票只适用于客票上列明的承运人、乘机日期、航班和舱位等级;不

定期客票应在定妥座位后方能使用; 定期客票取消定座后, 再次使用时, 也需定妥座位方能使用。

# 第三条 客票的遗失

以下规定适用于长安航空或其授权销售代理人填开的客票及行李票的遗失。

#### (一) 一般规定

如果客票全部或部分遗失,或旅客出示的客票未包括旅客联和所有未使用的乘机联,责任应由旅客本人承担。

# (二) 遗失客票的挂失

- 1、旅客的客票全部或部分遗失,或旅客出示的客票未能包括旅客联和所有未使用的乘机联,旅客应以书面形式向长安航空直属售票处、授权海航旗下各航司直属售票处或授权销售代理人申请挂失。旅客应当及时以书面形式向长安航空申请挂失。经查证该客票未被冒用、冒退,待客票有效期满后30日内,凭符合本条件第(二)款2规定的资料与证明办理退款手续。
- 2、旅客申请挂失,必须出示其有效身份证件,并提供原购票日期、地点、行程。 如申请挂失者不是旅客本人,还需出示挂失人的有效身份证件以及旅客本人出具的授权书。
- 3、在旅客申请挂失前,客票如全部或部分已被冒用或冒退,长安航空不承担责任,不对遗失客票退还票款或补开票证。
- 4、电子客票行程单遗失不补,旅客以书面形式向长安航空提出申请,可凭有效 身份证件在原购票地点或长安航空售票处办理购票证明。购票证明只证明旅客的购票

行为,不是有效的旅行证件和报销凭证。

## (三) 重购客票

纸质定期客票遗失后,如旅客要求继续乘坐遗失客票上列明的航班或后续航班, 需重新购买客票。

# (四) 遗失客票退款

- 1、不定期客票遗失, 旅客应当及时按本章第十一条规定的手续以书面形式向长 安航空申请挂失。经查证该客票未被冒用、冒退, 待客票有效期满后 30 日内, 按长 安航空规定办理遗失客票的退款。
- 2、定期客票遗失应在遗失客票有效期满后30日内,经长安航空查证后,凭符合本条件规定资料与证明以及重新购票的旅客联,予以办理遗失客票的退款手续。

#### 第四条 客票不得转让

- (一) 客票不得转让。
- (二)如果客票不是由有权乘机或者退票的人出示的,长安航空可向出示该客票的人提供运输或退款。长安航空对原客票有权乘机或退票的人不承担责任。
- (三)如果客票被无权乘机人冒用或被无权退票人冒退,则长安航空对有权乘机 人或有权退票人不承担责任。

#### 第五条 客票有效期

除客票上或者适用的客票使用条件另有规定外,客票有效期为:

- 1、客票部分使用时,客票有效期将自首次旅行次日零时(含)起开始计算,一 年内有效。无论后续该客票是否变更,有效期不变。
- 2、客票全部未使用时,客票有效期将自购票次日零时(含)起开始计算,一年内有效。如客票变更,且产生新的客票号,客票有效期将从新客票出票次日零时(含)起开始计算,一年内有效。
  - (二) 特种票价的有效期,按照长安航空规定的该特种票价的有效期计算。
- (三)客票有效期的计算,从旅行开始或填开客票之日的次日零时起至有效期满之日的次日零时为止。如客票变更,且产生新的客票号,客票有效期将从新客票出票次日零时(含)起开始计算,一年内有效。
- (四)在客票上列明或在销售时已告知优惠票价有效期的客票,旅客应在运价有效期内完成旅行,超过运价有效期的客票,需在客票有效期内重新计算票价或在客票退票期间内退票。

#### 第六条 客票有效期的延长

- (一)由于下列原因,旅客未能在客票有效期内旅行,其客票有效期将延长到长 安航空能够按照该客票已付票价的舱位等级提供座位的第一个航班为止:
  - 1、长安航空取消旅客已经定妥座位的航班;
- 2、长安航空未在航班经停地点降停,而该经停地是旅客的出发地、目的地或是 中途分程地;
  - 3、长安航空未能合理地按照班期时刻进行航班飞行;
  - 4、长安航空造成旅客错失衔接航班:

- 5、长安航空未能提供旅客事先已经定妥的座位;
- 6、承运人替换了不同的座位等级。
- (二)持与普通票价客票有效期不同的优惠票价客票的有效期按长安航空规定执 行。
- (三)旅客开始旅行后,因病不能在客票有效期内继续旅行,除长安航空对所付票价另有适用规定外,该客票有效期可以延长至旅客适宜旅行之日,或延长到长安航空能够按照该客票已付票价舱位等级提供座位的第一个航班为止。旅客应当按照长安航空规定提供医生的诊断证明。当客票中未使用的部分含有一个或一个以上中途分程地点时,该客票有效期的延长不得超过医生诊断证明适宜旅行之日起三个月;患病旅客的陪同人员,其客票也可根据长安航空的规定予以延长,陪同人员以两人为限。
- (四)如果旅客在旅途中死亡,可以变更其陪同人员客票的最短停留期限或者延长其客票的有效期;如果旅客开始旅行后,其亲属发生死亡,该旅客及其陪同亲属的客票有效期也可同样予以延长,此种客票的变更必须在收到死亡证明之后才能办理,其客票有效期的延长从死亡之日起最多不超过四十五日,陪同人员以两人为限。以上亲属范围包括:夫妻、父母、子女、兄弟姊妹、祖父母和外祖父母、孙子女和外孙子女、儿媳和公婆、女婿和岳父母、以及其他三代以内的旁系血亲,如伯、叔、姑、舅、姨、侄子女、甥子女、堂兄弟姊妹、表兄弟姊妹。

#### 第七条 票联使用顺序

- (一)客票的乘机联,包括电子客票,必须按照客票上列明的航程,从出发地点 开始,按顺序使用。
  - (二)如果用于国际运输客票的第一航段未使用,旅客于中途分程地或约定经停

地要求开始旅行,长安航空有权拒绝运输。

- (三)每一张乘机联或电子客票上应当列明舱位等级,并在航班上定妥座位和日期后方可由长安航空接收运输。如果乘机联或电子客票上没有填明定座情况,则应按照有关的票价条件和航班座位可利用情况办理定座。
- (四)如果旅客没能按顺序使用客票的各航段,长安航空有权根据规定重新计算上述已用机票的费用,而旅客有责任补足重新计算的费用与其已付费用间的差额。
- (五)如果旅客要改变运输的任何一项内容,应当事先与长安航空联系。运输一经改变,票价将重新计算。旅客可自行选择接受新票价还是维持客票上原来的运输。如果因为不可抗力,旅客需要改变运输的任何一项内容,旅客需尽早与长安航空联系,长安航空将在合理的范围内尽力将旅客运送至下一个中途分程地点或者最终目的地点,而不需重新计算票价。
- (六)如果旅客未经长安航空同意而改变运输,长安航空将按照实际的行程确定票价。基于实际行程所要求支付的票价,是指旅客就该实际行程进行客票预订所应产生的票价。如果该票价高于旅客目前客票所支付的金额,旅客需支付原票价与运输变更后适用票价之间的差额与变更费,长安航空将基于旅客对额外费用的后续支付,向旅客提供后续运输服务。且客票未使用的航段将不能再使用。

# 第四章 票价和费用

#### 第一条 一般规定

票价指旅客由出发地机场至目的点机场的航空运输价格,不包括机场与机场或者 机场与市区之间的地面运输和各项税费。票价将根据旅客购票之日长安航空的有效运 价计算,该票价适用于客票上所载明的特定日期和航程等运输内容。客票售出后,如 票价调整,票款不作变动。不定期客票在确认航班座位时,如果票价有变化,票款差 价按多不退少补原则办理。旅客自愿变更客票或非长安航空原因变更客票,可能会影响应支付的票价。

#### 第二条 适用票价

适用票价是长安航空和长安航空的委托机构公布的票价,无公布票价的为长安航空按规定组合的票价。除非另有规定,适用票价是客票第一航段航班运输开始之日有效的票价。

#### 第三条 路线

票价只适用于与票价相关而公布的路线。票价适用于多条旅行路线的,旅客可在出票前指定路线,旅客未指定路线的,由长安航空提供路线供旅客选择确认。

## 第四条 税款和费用

政府、有关当局或机场经营人因向旅客提供服务或设施而征收的税款或者收取的费用,均不包括在适用票价之内。该项税款或者费用由旅客支付,由长安航空代为收取。旅客购买机票时,长安航空将告知未包括在票价中的具体税款和费用。

#### 第五条 货币

票价、税款和费用的支付,应当使用出票地国家的货币,除非在旅客付款或付款前长安航空或长安航空的授权代理人指定使用另一种货币。由于当地货币不能兑换等

原因,长安航空可以自行决定接受其它种类的货币。

# 第六条 儿童及婴儿票

- (一) 儿童可购买儿童票价或购买成人适用票价的客票,均提供座位且适用相 应的票价规则。
- (二) 除另有规定外,婴儿按照同一航班成人票价的 10%购买婴儿票,不提供座位;如需要单独占座位时,应在符合长安航空承运条件下购买儿童票。每位年满 18 周岁、具有完全民事行为能力的成人旅客可携带 1 名婴儿。
  - (三) 有成人陪伴儿童及婴儿应购买与其陪伴人相同舱位服务等级的客票。

# 第五章 定座

# 第一条 一般规定

- (一)未经长安航空或其授权代理人记录认可,不得认为定座已得到确认。定座 只有在旅客按照长安航空规定的定座手续和购票时限支付票款,经长安航空或其授权 代理人填开客票并将定座情况列入有关客票中,才能认为定座已经完成并有效。
- (二)按照长安航空规定,某些特种票价可以附有限制或免除旅客变更、取消定 座权利的条件,有关票价的具体条款请参照相关运价规则。
- (三)旅客可通过长安航空官网(www.airchangan.com)、长安航空微信公众号或者长安航空销售代理人的网络平台购票,也可在长安航空授权的海航旗下各航司直属售票处或长安航空销售代理人的售票处,以及致电长安航空客服95071199或长安航空销售代理人的电话购票。

#### 第二条 购票时限

如果旅客未在规定的购票时限内支付票款,长安航空或其授权代理人有权取消座位。

#### 第三条 旅客的个人资料

(一)旅客应向长安航空或者长安航空销售代理人提供国家规定的必要个人信息 以及旅客真实有效的联系方式,并对其提供的证件及信息的真实性、准确性负责,确 保其购票与办理乘机登记手续时使用的证件相同,否则由此产生的损失由旅客自行承 担。旅客通过网络途径或者电话方式购买客票时,应提供包括但不限于旅客有效身份 证件号码、联系电话、儿童、婴儿出生日期等信息;旅客在售票处购票须凭本人有效 身份证件或公安机关出具的其他有效身份证件,并填写《旅客定座单》。

- (二)旅客认可向长安航空提供的个人资料,旨在用于定座和安排相关的运输服务,以及办理移民和入境手续。为此,旅客授权长安航空保留其个人资料且有权将资料传递给地处任何国家的政府机构、长安航空有关部门、其他相关承运人或相关服务的提供者。
- (三)旅客应自行查阅航班始发地、经停地或者目的地国的出入境相关规定或者 过境转机相关规定。
- (四)长安航空、机场管理机构、长安航空地面服务代理人、 长安航空销售代理人、航空销售网络平台经营者、航空信息企业按照国家关于个人信息保护规定,不 泄露、出售、 非法使用或者向他人提供旅客个人信息。
- (五)婴儿、孕妇、无成人陪伴儿童、重病患者等特殊旅客购票应符合长安航空运输标准。具体承运标准与长安航空运输总条件一起在长安航空官网(www.airchangan.com)旅行信息栏目展示。
- (六)为方便旅客更好地了解所选航班的服务信息,长安航空或长安航空销售代理人通过网络途径销售客票时,以显著方式告知旅客所选航班的主要服务信息,包括但不限于以下内容,旅客应仔细阅读,确保信息准确。
  - 1、承运人名称,包括缔约承运人和实际承运人;
  - 2、航班始发地、经停地、目的地的机场及其航站楼;
  - 3、航班号、航班日期、舱位等级、计划出港和到港时间:
  - 4、同时预订两个及以上航班时,应当明确是否为联程航班:
  - 5、该航班适用的票价以及客票使用条件,包括客票变更规则和退票规则等:

- 6、该航班是否提供餐食;
- 7、按照国家规定收取的税、费;
- 8、该航班适用的行李运输规定,包括行李尺寸、重量、免费行李额等。

长安航空或长安航空销售代理人通过售票处或者电话等其他方式销售客票时,会明确告知旅客以上信息或者登录长安航空官网(www.airchangan.com)获取以上信息的途径。

- (七)为方便旅客更好地了解相关服务标准,长安航空或长安航空销售代理人通过网络途径销售客票时,已将长安航空运输总条件的全部内容纳入到旅客购票时的必读内容,以必选项的形式确保购票人在购票环节阅知。长安航空或长安航空授权销售代理人通过售票处或者电话等其他方式销售客票时,须提示购票人阅读长安航空运输总条件并告知阅读长安航空运输总条件的路径(www.airchangan.com)。
- (八)长安航空特殊旅客承运标准与长安航空运输总条件在长安航空官网(www.airchangan.com)展示,旅客可在购票时了解并通过长安航空官网仔细解读。
- (九)旅客购买长安航空为市场合作方代码共享航班客票时,长安航空或长安航空销售代理会告知旅客代码共享航班的实际承运人和缔约承运人名称。代码共享航班客票退改规则、行李、空地及不正常航班等服务标准,按照缔约承运人与实际承运人的代码共享合作协议及相关规定进行办理。

# 第四条 座位安排

长安航空除按照旅客已定妥的航班和舱位等级提供座位外,不保证旅客所要求的分配机上座位的权利,即使是在旅客登机之后。

# 第五条 座位再确认

长安航空不要求对已定妥的续程或回程航班进行座位再确认。但是如客票中含有与其他承运人联运的航班,其他承运人要求对续程或回程的座位进行再确认,而旅客未能按要求进行确认的,该航班承运人有权取消旅客的座位,长安航空不承担由此造成的任何损失。旅客应当事先了解与旅行相关的承运人座位再确认要求,如果需要进行再确认,旅客应当向客票上载明其代码的承运人办理座位再确认手续。

#### 第六章 乘机

#### 第一条 值机

- (一)各机场的乘机登记截止时间不同,旅客应当在规定的时限内到达机场,凭本人有效身份证件按时办理客票查验、托运行李、领取登机牌。长安航空开始办理航班乘机手续及截止办理乘机手续的时间以各机场及长安航空公布的时间为准。各机场的乘机登记截止时间并不一致,长安航空或其授权代理人应告知旅客办理乘机登记的截止时间,如销售的是代码共享航班客票,应告知旅客在实际承运人柜台办理乘机手续。
- (二)长安航空及其地面服务代理人应按时开放办理乘机手续柜台,按规定接受旅客出具的客票,快速、准确地办理乘机手续。值机部门可直接为已定妥座位的旅客办理值机手续,持未定妥座位客票的旅客,办理乘机手续的部门可不予办理。
- (三)旅客在办理乘机登记手续时,长安航空或者长安航空地面服务代理人应当将旅客姓名、航班号、乘机日期、登机时间、登机口、航程等已确定信息准确、清晰地显示在纸质或者电子登机凭证上。 登机口、登机时间等发生变更的,长安航空、地面服务代理人、机场管理机构应当及时告知旅客,请旅客仔细关注相关信息,以方便准确登机。

#### 第二条 登机

(一) 旅客办理完值机并办妥所有政府规定的乘机手续, 应当按时到达长安航空 指定的登机处或登机口。旅客未能及时到达登记处或登机口, 或者未出示其有效旅行 文件及运输凭证, 或者未作好旅行准备, 长安航空有权为不延误航班而取消旅客预定 的座位。对旅客因此所产生的损失, 长安航空不承担责任。

- (二)乘机前,旅客及其行李和非托运行李、免费随身携带物品必须经过安全检查。
- (三)因承运人原因导致旅客误机、错乘、漏乘的,旅客要求非自愿变更客票的, 长安航空或长安航空销售代理人在有可利用座位或者被签转承运人同意的情况下,为 旅客办理改期或者签转,按非自愿变更的规定办理;如旅客要求退票,按非自愿退票 的规定办理,均不收取费用。由于非承运人原因导致上述情形的,应当按照所适用的 运输总条件、客票使用条件办理客票变更及退票。

#### 第七章 拒绝运输和限制运输

# 第一条 拒绝运输权

- (一) 出于安全原因,有下列情况之一的,长安航空应当拒绝运输
  - 1、依据国家有关规定禁止运输的旅客或者物品;
  - 2、拒绝接受安全检查的旅客;
  - 3、因安检原因拒绝放行的旅客;
  - 4、未经安全检查的行李;
  - 5、办理乘机登记手续时出具的身份证件与购票时身份证件不一致的旅客;
  - 6、国家规定的其他情况。
- (二) 根据合理判断,属于下列情形之一的,长安航空有权拒绝运输
  - 1、旅客的行为有可能危及飞行安全或者公共秩序:
  - 2、旅客的年龄、精神或身体状况不适合航空旅行:
- 3、旅客不遵守国家的有关法律、法规和政府规章及其它规范性文件的规定, 或不遵守长安航空的规定;
- 4、旅客未支付适用的票价、费用以及(或)未承兑其与长安航空或有关承运人之间的信用付款;
  - 5、旅客未能出示本人的有效身份证件;

- 6、旅客出示的客票经证明是非法获得或不是在出票承运人或其销售代理企业处购买的、或属已挂失或被盗的、或是伪造的、或不是由长安航空或其销售代理企业更改的乘机联或乘机联被涂改的;
  - 7、旅客出示的客票不能证明本人即是客票上"旅客姓名"栏内列明的人;
  - 8、特殊旅客数量超过航班最大可运输数量;
  - 9、特殊旅客/特殊行李申请材料、托运行李包装不符合长安航空规定
  - 10、不符合疫情出发地或目的地防控政策要求。
- **第二条** 由于实际承运的旅客超过了飞机可允许的最大载量,长安航空有权决定旅客及行李的载运安排,对不能成行的旅客及行李,长安航空将在航班起飞前告知旅客,其客票可按照非自愿退票变更手续处理。

#### 第三条 载运限制

- (一) 无成人陪伴儿童、无自理能力的人、孕妇怀孕 32 周(含)-36 周(不含)、病患旅客或需要特殊帮助的旅客等应当事先经长安航空同意,并做出相应安排后,方可予以承运。特殊旅客具体运输及服务标准可登录长安航空官网(www.airchangan.com)阅读。
- (二)限制运输旅客的数量:出于安全的考虑,长安航空对每一航班限制运输旅客的数量进行相应的控制。
- (三)长安航空遵照民航主管部门关于残疾人航空运输相关法律法规,为具备乘机条件的残疾人提供运输。
  - (四)长安航空遵照《人体捐献器官航空运输管理办法》,为符合携带人体捐献器

官的旅客提供运输。

(五)特殊旅客具体运输及服务标准可登录长安航空官网(www.airchangan.com) 阅读。

# 第四条 对被拒绝运输旅客的安排

在长安航空运行中,当拒绝运输旅客、行李的情况发生时,地面服务部门对被拒绝运输的旅客、行李按长安航空《地面服务手册》中的有关规定予以必要的事后处理。 旅客因本章第一条被拒绝运输而要求出具书面说明的,除国家另有规定外,长安航空负责及时出具;对被拒绝运输的旅客,承运人按下列第五条规定办理:

第五条 对被拒绝运输的旅客,旅客要求变更客票或者退票的,长安航空按照以下 原则或客票使用条件办理。

- (一)属第一条(一)、(二)第3、5款情形的旅客,已购客票按自愿退票规定办理或客票使用条件规定办理变更手续。
- (二)属第一条(二)第2、8、9、10款情形的特殊旅客,已购客票按非自愿退票的规定办理。
- (三)属第一条(二)第4款情形的旅客,由旅客补付不足的票款或税费,或按 非自愿退票的规定办理,退还旅客已支付的票款。
- (四)属第一条(二)第1、6、7款情形的旅客,承运人保留扣留其客票的权利, 必要时呈报有关主管部门处理。
- (五)属第二条因超售被拒绝运输的旅客,已购客票按长安航空原因办理非自愿 退票或客票变更手续。

# 第八章 行李

# 第一条 禁止和限制作为行李运输的物品

- (一) 不得作为行李运输的物品
- 1、按照本条件第一章的定义,不属于行李的物品;
- 2、属于可能危及飞机或机上人员、财产安全的物品,例如根据国际民用航空组织《危险物品航空安全运输技术指南》、国际航空运输协会的《危险物品规则》、《中国民用航空危险物品运输管理规定》及长安航空规定中列明的物品,特别是以下禁运物品:爆炸品、压缩气体、腐蚀性物质、氧化物、放射性或磁化物、易燃、有毒、有威胁性或刺激性物质等,其他类似物品的详细信息可向长安航空查询;
- 3、任何始发地、经停地、目的地或飞越国家适用的法律、法规或命令所禁运的 物品;
  - 4、由于包装、形状、重量、体积、性质不适合航空运输的物品;
  - 5、活体动物,但按照本章第十二条规定办理的除外。
- 6、枪支等武器(包括主要零部件),含军用枪、公务用枪、民用枪、道具枪、发 令枪、钢珠枪、境外枪支、各类非法制造的枪支以及上述物品的仿真品等。
- 7、爆炸或者燃烧物质和装置,含弹药、爆破器材、烟火制品以及上述物品的仿真品。
  - 8、管制器具,含管制刀具、军警械具以及其他属于国家规定的管制器具。
  - 9、气体,包括压缩气体和液化气体等易燃和非易燃无毒气体、有毒气体;

- 10、易燃液体:
- 11、易燃固体、自燃物品和遇湿易燃物品;
- 12、氧化剂和有机过氧化物;
- 13、毒害品:
- 14、腐蚀性物品和放射性物品;
- 15、长安航空规定不得作为行李运输的其他危险物品。
- 16、传染病病原体;
- 17、火种(包括各类点火装置),如打火机,火柴;
- 18、锂含量>2克或额定能量值>160WH(瓦特小时)的充电宝、锂电池(除电动轮椅使用的锂电池另有规定)以及燃料电池(除符合长安航空规定的为轻便电子设备提供电力的燃料电池外,其它的燃料电池禁止运输);
  - 19、酒精体积百分含量大于70%的酒精饮料;
- 20、强磁化物、有强烈刺激性气味或者容易引起旅客恐慌情绪的物品以及不能判明性质可能具有危险性的物品。
  - 21、小型锂电池平衡车,以锂电池为动力,可载人的单轮或多轮移动辅助工具。
  - 22、自热米饭(方便米饭、食品专用发热包)。
  - 23、未经安全检查的行李。

- 24、活体动物,但本条件规定的宠物及导盲犬、助听犬和救助犬除外。
- 25、内装锂电池和烟火装置等危险品的保险公文箱、现金箱、现金袋等保密设备禁止运输。
  - 26、液体氧气装置。
  - 27、枪式电子干粉灭火器。
- 28、医用气态氧气瓶或空气瓶(如旅客因病确需在机上使用氧气瓶,需提前 72 小时向长安航空提出申请)。
  - 29、国家规定的其它禁运物品。
  - (二) 不得作为托运行李运输的物品

旅客不得作为托运行李或在托运行李中夹带易碎或易腐物品、重要文件和资料、包括但不限于货币、汇票等有价证券、珠宝、贵重金属(金、银等)及其制品、古玩字画、流通票据、银行卡、信用卡或其它贵重物品、商业、官方或私人文件、护照、旅行证件和其它证明文件或样品、药品或医疗装置和设备、钥匙、电脑、摄像机、相机、手机或其他电子数码装备、其它需要专人照管的物品不得作为托运行李或夹入行李内托运的物品,在符合长安航空关于行李重量、体积限制的情况下,可作为非托运行李,由旅客带入客舱并自行保管,对旅客违反上述规定而造成的损失,长安航空只承担一般托运行李赔偿责任。

注: 个人自用内含锂金属电池或锂离子电池的便携式电子设备且锂金属电池的锂含量不超过2克, 锂离子电池的额定能量值不超过100Wh(瓦特小时)具体以各机场安检规定为准。

#### (三) 限制运输的物品

下列物品只有在符合长安航空运输条件的情况下,并经长安航空同意,方可接受运输:

- 1、用于狩猎和体育活动的枪支和弹药可凭枪支运输许可证或国家体育行政部门的批准证明作为托运行李运输,但不得作为非托运行李带入客舱。枪支必须卸下子弹和扣上保险并妥善包装。弹药的运输按国际民用航空组织和国际航空运输协会的规定及出境、入境或所经过国家适用的法律、法规或者命令办理。
- 2、属于古董或旅游纪念品的刀、剑及类似物品,只能作为托运行李运输并符合 有关规定。
- 3、精密仪器、电器等类物品,应作为货物托运,如按托运行李运输,必须有符合长安航空要求及该类物品应有的妥善包装,并且此类物品的重量不得计算在免费行李额内,按超限行李费收取运费。
  - 4、导盲犬、助听犬和救助犬等工作犬。
  - 5、外交信袋, 机要文件。
  - 6、旅客旅行途中使用的电动轮椅。
- 7、管制刀具以外的锐器、钝器,例如菜刀、水果刀、餐刀、工艺品刀、手术刀、屠宰刀、雕刻刀、刨刀、剪刀、美工刀、裁纸刀、铣刀、镰刀、演出用刀、剑、戟、矛,古董或者作为旅游纪念品的刀、剑以及棍棒(含伸缩棍、双节棍)、球棒、桌球杆、板球球拍、曲棍球杆、高尔夫球杆、登山杖、滑雪杖、指节铜套(手钉)、钢锉、斧子、短棍、锤子等,不能随身携带,应放入托运行李内运输。
- 8、干冰、液态物品(包括酒类物品及含有酒精的饮料等)、旅客旅行途中所需的烟具、药品、化妆品等。液态物品的容积、容量应符合政府当局、长安航空及有关承

运人、机场的限制要求,酒类物品含有酒精的饮料不得随身携带须作为托运行李运输。

- 9、额定能量值超过100Wh 但不超过160Wh 的锂电池。
- 10、医疗所需的气态氧或者空气小型钢瓶; 旅客穿在身上供操作机械肢体用的小型二氧化碳气瓶; 含有碳氢化合物的催化卷发器, 每个旅客不能超过一个。
  - 11、装入自动充气的个人安全装置(例如救生衣或救生背心)的小型气筒。
  - 12、雪崩救援背包。
  - 13、化学品监视装置。
  - 14、产生热量的物品。
  - (四) 需要贴挂免责行李牌的物品

对于下列长安航空收运的行李,因价值、品质或旅客疏忽可能导致争议的,应贴挂"免除责任行李牌"以免除长安航空相应的运输责任。

- 1、易碎易损坏行李物品;
- 2、包装不符合要求的行李;
- 3、易腐物品或者夹带有易腐物品的行李;
- 4、旅客交运过晚的行李:
- 5、有破损和残迹的行李:
- 6、超过承运人规定重量和体积限制的超重或者超大托运行李:

- 7、无锁或者锁已失效的行李;
- 8、登机口拉下的超过客舱行李尺寸限制的非托运行李。

# 第二条 拒绝运输权

- (一)旅客的托运行李、非托运行李,如属于或夹带有长安航空规定的不得作为 行李运输的物品,长安航空有权拒绝接受该行李的运输。或在发现后拒绝继续运输, 已收超限行李费不予退还。对违章行李中夹带的国家规定的禁运物品、限制携带物品 或危险物品,交有关部门处理。
- (二) 旅客的托运行李、非托运行李,如因其尺寸、形状、重量、内容、特性或 出于安全运行上的原因,或为了其他旅客的舒适和便利而不适合运输的,长安航空应 请旅客加以改善,如旅客不能或拒绝改善,长安航空有权拒绝接受该行李的运输。
- (三)行李应按照长安航空的要求适当包装,否则长安航空有权拒绝接受该行李的运输。

### 第三条 检查权

长安航空为了运输安全和安保需要的原因,有权要求旅客接受对其本身进行安全检查,对其行李进行检查、扫描或者 X 射线检查;必要时,也可以在旅客没有到场的情况下,对其行李进行检查。如果旅客拒绝接受检查或发现其不遵守长安航空规定要求,长安航空有权拒绝接受该行李的运输。如果检查或扫描给您造成损坏,或 X 射线或扫描给您的行李造成损坏,长安航空将不承担任何责任,除非该伤害或损坏是由于我们的过失造成的。

#### 第四条 收运要求

- (一) 旅客必须凭有效客票托运行李。长安航空应在客票及行李票上填写托运行 李的件数和重量,或者在行李识别联上填写托运行李的件数。
  - (二)长安航空只在航班离站当日办理乘机手续时收运行李。
- (三)长安航空对旅客托运的每件行李应拴挂行李牌,并将其中的识别联贴在登 机牌主联背面。
- (四) 旅客的托运行李与非托运行李应分别称重, 计算重量, 行李重量以千克为单位, 不足1千克的, 尾数四舍五入。
- (五)旅客托运有运输责任争议的行李时,长安航空应向旅客说明情况,应经旅客同意后,拴挂免除责任行李牌,以免除长安航空相应的运输责任。
- (六)长安航空只承运旅客本人的托运行李,拒绝承运值机旅客帮他人托运的行李。因安保原因或拒绝接受安全检查而不准登机的旅客,其托运行李必须从飞机上卸下。

# 第五条 行李载运

- (一) 旅客的托运行李, 应与旅客同机运送, 特殊情况下不能同机运送时, 长安航空应向旅客说明, 并优先安排在载量允许的后续航班上运送。
- (二)旅客的超限行李在飞机载量允许的条件下,应与旅客同机运送。如载量不 允许,而旅客又拒绝使用后续可利用航班运送,长安航空可拒绝收运旅客的超限行李。

#### 第六条 非托运行李

(一) 携带入客舱的行李要妥善安放在旅客前面的座椅下或客舱顶部行李架内。

- (二)除另有规定外,国际与地区航线经济舱旅客可携带一件手提行李。每位旅客带入客舱的单件手提行李重量不超过10公斤,长、宽、高三边总和不超过115厘米。超过上述规定的行李,应当作为托运行李运输。
- (三)如旅客行李不适合在航空器货舱内运输,例如精致乐器,并且不符合本章 第六条第(二)款规定,旅客应提前通知长安航空,在获得长安航空同意后方可带入 航空器客舱内,按照客舱占座行李收费。

# 第七条 免费行李额

- (一)在长安航空办理的国际运输中,免费行李额分别实行计重制和计件制二种。 旅客应根据长安航空规定的条件和限额携带免费运输的行李。
- (二)购买混合等级客票的旅客,其免费行李额可按各该航段票价级别规定的免费行李额分别计算。
- (三) 搭乘同一飞机前往同一目的地点或者中途分程地点的两人或两人以上的同行旅客,在同一时间、同一地点办理行李托运手续的,其免费行李额可按各自的票价级别规定的标准合并计算。
- (四) 旅客自愿改变航程后的免费行李额,应当按改变航程后客票票价级别所适用的免费行李额的规定办理。旅客非自愿改变航程后的免费行李额,应当按照原客票票价级别所适用的免费行李额的规定办理。
- (五)同一运输合同下的联程客票,如国内国际衔接时间在24小时之内,其组成国际运输的国内航段适用的免费托运行李额、手提行李额及超限收费标准,按相应国际航段的规定办理。
  - (六) 非国际航空运输联程客票的国内航段: 对于国内、国际航班同为长安航空

运输,但客票分别填开不属于同一运输合同,且在国内转机点转机时间在24小时以内的,国内航段按照国际航段标准运输规定执行。对于国际航段为非长安航空运输,客票分别填开不属于同一运输合同,则国内航段按照票面行李额度执行。

# (七) 计重制免费行李额

- 1、除另有规定外,按购买的航线、票价等级旅客可享有一定的免费行李额。具体的尺寸、重量及数量除在购票渠道显示之外,旅客还可以登录长安航空官方网站查阅,长安航空官网地址: https://www.airchangan.com。购买长安航空国际航线特殊产品的旅客享免费行李额遵照具体产品规定。
- 2、儿童及按儿童票价购票的婴儿,其免费行李额与本款第1项中规定的成人免费行李额相同。按适用成人票价10%购票的婴儿免费行李额按各航线规定办理,可免费携带一件全折叠式婴儿车,婴儿手推车重量、体积以具体航线规定办理。

#### (八) 计件制免费行李额

计件制免费行李额按各航线及所适用舱位或产品规定办理。具体的尺寸、重量及数量除在购票渠道显示之外,旅客还可以登录长安航空官方网站查阅,长安航空官网地址: https://www.airchangan.com。购买长安航空国际航线特殊产品的旅客享有的免费行李额遵照具体产品规定。

## 第八条 超限行李

旅客的托运行李和非托运行李中超过该旅客免费行李额的部分, 称为超限行李, 应当支付超限行李费。

(一) 收取超限行李费, 应填开超限行李票。

- (二) 通常规则每千克按 IATA 经济舱单程最高等级公布运价的 1.5%收费(当地货币), 具体请参见市场部下发文件为准。
- (三) 托运行李每件重量不能超过32公斤(70磅),行李三边尺寸之和不得超过203厘米(80英寸)。超过上述规定的行李,建议旅客联系长安航空货运部门办理。

#### 第九条 声明价值和费用

- (一) 旅客的托运行李价值如果每公斤超过30美元或等值的其它货币,可以办理声明价值。
- (二) 托运行李的声明价值不能超过行李本身的实际价值。每一旅客的行李声明价值最高限额为 2500 美元。如长安航空对声明价值有异议而旅客又拒绝接受检查时,长安航空有权不按照声明价值的行李进行运输。
- (三)长安航空按旅客声明价值中超过本条第(一)款规定限额部分价值的 0.5% 收取声明价值附加费。
- (四)长安航空对非托运行李和占用座位的行李、外交信袋以及其他特殊物品(如 乐器)不办理声明价值服务,具体内容可咨询长安航空或长安航空授权代理人。
- (五)如果声明价值行李的部分运输由不提供行李声明价值服务的其他承运人承运时,长安航空有权拒绝提供托运行李的声明价值服务。
- (六)对于办理声明价值的行李,若同时满足长安航空其它收费规定时,应按照相关规定收取费用,不与声明价值附加费合并计算。
  - (十)旅客办理声明价值的托运行李仅限于整包件行李。行李中的任何单个物品

不得办理声明价值。

(八) 旅客非托运行李、宠物等物品不办理行李声明价值。

#### 第十条 托运行李的收运

- (一) 旅客必须凭有效的客票托运行李。
- (二) 旅客的托运行李与手提行李按各航线规定分别计件或计重。
- (三)长安航空只在航班离站当日办理乘机手续时收运行李。若旅客要求提前托运,可事先约定。
- (四)长安航空只承运旅客本人的托运行李,拒绝承运值机旅客帮他人托运的行李。因安保原因或拒绝接受安全检查而不准登机的旅客,其托运行李必须从飞机上卸下。
- (五)长安航空禁止在登机口办理行李托运(婴儿车、特殊旅客助残设备除外)。 如在登机口发现不符合规定限额的手提行李,可能无法与旅客同航班运输。

#### 第十一条 行李交付

- (一) 旅客应在目的地点或者中途分程地点凭行李牌识别联及时领取托运行李。
- (二) 只有行李票和行李识别联的持有者才有权领取托运行李。
- (三)如领取托运行李的人不能出示行李票和行李牌识别联,应提供长安航空认可的证明,必要时按长安航空的要求,声明同意赔偿由此可能给长安航空造成的损失 后方可领取行李。
- (四)旅客在领取托运行李时未提出书面异议的,可被视为行李完好交付的初步证据。

- (五)如旅客未立即领取行李,长安航空从行李到达的次日8时起向旅客收取行李保管费。对于旅客行李中的易腐物品,长安航空有权在行李到达24小时后予以处理。
- (六)旅客遗失行李牌的识别联,应立即向长安航空挂失。旅客如要求领取行李, 应向长安航空提供足够的证明,并在领取行李时出具收据。如在声明挂失前行李已被 冒领,长安航空不承担责任。
- (七)旅客的托运行李延误到达的,长安航空应当及时通知旅客领取,对延误行李不收取保管费。除国家另有规定外,由于非旅客原因导致托运行李延误到达,旅客要求直接送达的,长安航空应当免费将托运行李直接送达旅客或者与旅客协商解决方案。

#### 第十二条 无法交付的行李

行李自到达的次日起,超过90日仍无人认领,表明旅客已遗弃该行李,长安航空可作为无法交付行李处理。

#### 第十三条 行李不正常运输的处理

- (一)行李运输发生延误、遗失或损坏,长安航空或其授权地面服务代理人应会 同旅客填写《行李运输差错事故记录》,尽快查明情况和原因,并将调查结果答复旅 客和有关单位。如发生行李赔偿,可在始发地、经停地或目的地办理。
  - (二)因长安航空原因使旅客的托运行李未能与旅客同机到达,造成旅客旅途生活的不便,可根据实际情况,给予旅客临时生活补偿费供旅客在等候行李到达期间临时购买必须的日用品。(一般情况下,经济舱旅客为200元/每晚,最多不超过两晚。)

#### 第十四条 行李运输事故索赔

- (一) 旅客在领取托运行李时,发现有毁灭、遗失或者损坏的,应当场提出书面 异议,取得《行李运输差错事故记录》,作为提出索赔的原始依据。旅客在领取行李 时未提出书面异议,即应认为行李已经按照运输合同完好交付。
- (二)确认托运行李发生毁灭、遗失或者损坏的,旅客最迟应当自取得《行李运输差错事故记录》之日起七日内提出索赔要求;旅客在领取托运行李时未提出异议,但事后发现托运行李有损失的,应当及时向长安航空提出异议,对于确实有证据证明,系长安航空原因造成的损失,旅客最迟应当在收到托运行李7日内书面向长安航空提出。托运行李发生延误的,最迟应自托运行李到达目的地机场之日起二十一日内提出异议或索赔要求;旅客逾期未提出异议或索赔的,视为放弃延误损失索赔或没有造成损失。
- (三)提出异议或索赔要求时应附客票(或复印件)、行李牌的识别联、《行李运输差错事故记录》、"遗失行李点查表"、"旅客行李索赔单"、超限行李票旅客联(或复印件)等证明行李内容和价格的凭证以及其他有关的证明。

## 第十五条 行李退运

- (一) 旅客在始发地要求退运行李,必须在行李装机前提出。如旅客退票,已 收运的行李也必须同时退运。以上退运,均退还已收超限行李费。
- (二) 旅客在经停地退运行李,若时间允许,可予以办理。但未使用航段的已收超限行李费不予退还。
- (三)办理声明价值的行李退运时,在始发地退还已交付的声明价值附加费, 在经停地不退已交付的声明价值附加费。

(四)由于长安航空的原因,需要安排旅客改乘长安航空其他航班,行李运输应随旅客作相应的变更,已收超限行李费多退少不补;已交付的声明价值附加费不退;如安排旅客签转其他承运人航班,应办理行李退运,退还已收超限行李费和已交付的声明价值附加费。

#### 第十六条 占座行李,易碎、贵重物品和外交信袋运输的特殊规定

#### (一) 占座行李

- 1、行李必须占用座位时,应在定座时提出申请,在取得长安航空同意后方可运输。
- 2、旅客带入客舱的占座行李由其自行照管,占用每一座位的行李重量不得超过75公斤,体积不超过145厘米×50厘米×30厘米,其包装要适当。为了保证飞行安全,旅客及其行李所占用的座位要由长安航空指定,在整个旅途中行李用安全带加以固定,必要时须用紧固物系扎牢固。
  - 3、占座行李不计入免费行李额,运费按照旅客购买的成人销售票价计算。
  - 4、如果运输是由连续承运人办理的,则必须取得有关连续承运人的同意。
- (二)易碎、贵重行李,除按照本条件其它有关规定办理外,如需占用座位,按 照本条第(一)款的规定办理。

#### (三) 外交信袋

- 1、外交信袋应当由外交信使随身携带,自行照管。根据外交信使的要求,长安 航空也可以按照托运行李办理,但长安航空只承担一般托运行李的责任。
  - 2、外交信使携带的外交信袋和行李,可以合并计重或计件,超过免费行李额部

分,按照超限行李的规定办理。

- 3、外交信袋运输需占用座位时,旅客必须在定座时提出,经长安航空同意,方可予以运输。每一座位放置的机要文件或者外交信袋,总重量不得超过 75 千克,总体积不得超过 145 厘米×50 厘米×30 厘米。占用座位的外交信袋没有免费行李额。
- 4、外交信袋可放置在客舱内自己座位下面,重量以 10 千克为限,且信袋三边之和不超过 130CM。

## 第十六条 辅助犬、导盲犬、助听犬

服务犬的运输,按照民航局《残疾人航空运输管理办法》相关规定执行。

#### 第九章 班期时刻、航班取消及变更

#### 第一条 班期时刻

- (一)长安航空应尽力遵守其公布的班期时刻,在合理的期限内运送旅客及其行李。但是,航班时刻表或其他场所所列的时刻或机型仅供参考,在其公布之日与旅客实际开始旅行之日期间有可能发生变动,长安航空对航班时刻表或其他场所所列的时刻或机型不予保证,而且该航班时刻或机型也并非航空运输合同的组成部分。
- (二)除非损失是由于长安航空的故意或明知可能造成损失而轻率地作为或不作为所造成,长安航空对班期时刻表或其它公布的班期时刻中的差错或遗漏不承担责任。长安航空对其雇员、代理企业或长安航空的代表就始发或到达时间、日期或任何航班飞行所作的解释也不承担责任。
- (三)客票售出后长安航空可能会变更航班时刻,若旅客给长安航空提供了有效的联系方式,长安航空应及时向旅客通知时刻变更信息。客票售出后,如果长安

航空对航班时刻做出重大变更而旅客不能接受,并且长安航空无法为旅客安排其可以接受的替代航班,旅客可按照第十一章第五条非自愿退票的规定办理退票。

# 第二条 航班取消及变更

由于下列情况之一的,长安航空可以不经事先通知,取消、终止、变更、延期或者推迟航班飞行:

- (一) 为遵守有关国家的法律、法规和命令;
- (二) 为保证飞行安全:
- (三) 承运人无法控制或不可预见的原因。

# 第三条 不正常航班后续安排

由于本章第二条所列的原因之一,长安航空取消或延误航班,未能向旅客提供事先已定妥的座位(包括舱位等级),或未能在旅客的中途分程地点或目的地点停留,或造成旅客已定妥座位的航班衔接错失,长安航空将考虑旅客的合理需要采取下列措施之一供旅客选择:

- (一)为旅客安排在第一个能够定妥座位的长安航空后续航班,或征得旅客及 有关承运人的同意后办理签转手续。
  - (二)按照本条件第十一章(四)非自愿退票有关规定办理退票。
  - (三)按照长安航空有关规定协助旅客安排膳宿、地面交通等服务。

#### 第四条 有限责任

以上所列的补救措施是旅客可选择的全部补救措施,除公约另有规定外长安航空不再承担其他责任。

# 第五条 延误免责

长安航空应采取一切必要措施避免旅客及其行李的延误,如长安航空已经采取了一切必要措施或不可能采取该措施的,长安航空不承担延误责任。

# 第十章 客票变更

第一条 "客票变更" 指对客票改期、变更舱位等级、签转等情形。客票变更包括旅客自愿变更客票和旅客非自愿变更客票。

- (一) 自愿变更客票,是指旅客因其自身原因要求变更客票。
- (二) 非自愿变更客票指因航班取消、延误、提前、 航程改变、舱位等级变更或者长安航无法运行原航班等情形, 导致旅客变更客票的情形。

第二条 旅客自愿变更客票的,长安航空或长安航空销售代理人应当按照所适用 的运输总条件、客票使用条件办理。

#### (一) 自愿改变航程、日期及舱位等级

旅客购票后,如要求改变航程、日期及舱位等级,长安航空及其销售代理人 在航班有可利用座位并且时间允许的条件下按客票使用条件办理。如变更后票价 提高,旅客须补交票款差额和其它相关费用。如变更后票价降低,则先按自愿退 票办理,再重新出票,旅客也可以选择维持原票价,支付变更手续费后继续旅行。

#### (二) 自愿签转

旅客自愿要求改变承运人,应征得原承运人或其授权代理企业的同意,并在 新承运人允许及符合下列全部条件下,承运人可予以签转:

- 1、旅客使用的票价无签转限制;
- 2、旅客要求变更的承运人与长安航空签有联运协议,可以相互填开或接收票证:

- 3、凡不符合本条第1、2款规定的旅客要求改变承运人,一律按自愿退票的规定办理。长安航空销售代理人未经特别授权不得为旅客办理签转手续。
- (三)如无特别说明,使用儿童运价的儿童或占座婴儿按成人标准扣除变更费,使用婴儿运价的不占座婴儿不收取变更费。

#### 第三条 非自愿变更

- (一)由于长安航空原因导致旅客非自愿变更客票,长安航空或长安航空销售代理人在有可利用座位或者被签转承运人同意的情况下,为旅客办理改期或者签转,不收取客票变更费。由于非长安航空原因导致旅客非自愿变更客票的,长安航空或长安航空销售代理人应当在有可利用座位的情况下,为旅客办理非自愿改期手续,不得向旅客收取变更费。如需签转至其它承运人航班,长安航空或者长安航空销售代理人应当按照所适用的运输总条件、客票使用条件办理。
- (二)在旅客确认新航班,办理完客票非自愿变更手续后,由于旅客原因再次提出变更或退票,长安航空或长安航空销售代理人按照新航班客票使用条件办理。
- (三)除另有规定外,在长安航空发布航班延误、取消等不正常航班信息前,旅客已自愿取消定座或因非承运人原因误机、漏乘等情况,后续办理客票退改签手续时,长安航空或长安航空销售代理人按照客票使用条件办理;旅客在长安航空发布航班延误、取消等不正常航班信息前,已经按自愿退改签规定办理完业务的旅客,旅客支付的变更费、退票费均不退还。

第四条 在联程航班中, 旅客非自愿变更客票, 只要其中一个航段符合承运人原因, 则所有航段变更均按照承运人原因办理非自愿变更; 如所有航段均为非承运人原因, 则各航段均按照第三条第(一)点规定办理(长安航空销售代理人

或旅客恶意购买延误航班要求非自愿变更其它航班的情况不适用本条款)。

第五条 旅客分别购买的非联程航班的多航段客票,各航段客票分属不同运输合同,若其中某段或几段长安航空航班不正常,则发生不正常航班的长安航空客票按本条件第三条规定办理;其他正常航班客票变更均由缔约承运人根据客票使用条件办理,产生的费用由旅客自行承担,长安航空不承担任何费用。

#### 第十一章 退票

#### 第一条 一般规定

退票是指由于旅客自身的原因或长安航空无法运行原航班或航变等原因,未能使用部分或全部客票,在客票退票期限内,按规定退还旅客票款的情形。包括旅客自愿退票和旅客非自愿退票。

- (一) 自愿退票是指旅客因其自身原因要求退票。
- (二) 非自愿退票是指因航班取消、延误、提前、 航程改变、舱位等级变更或者承运人无法运行原航班等情形,导致旅客退票的情形。
- (三)旅客自愿退票的,长安航空或者长安航空销售代理人应当按照所适用的运输总条件、客票使用条件办理。
  - 1、客票全部未使用,从已付票款中扣除退票费,退还余额;
- 2、客票已部分使用,从已付款项中扣除已使用航段的适用票价、相关税费和 退票费。如有余额,退还旅客。
- 3、持优惠票价客票的旅客要求退票,如该优惠票价对退款有特殊规定,退票 按该规定办理。
- 4、 如无特别说明, 使用儿童票价的儿童和占座婴儿按成人标准扣除退票手续费, 使用婴儿运价的不占座婴儿不收取退票手续费。
  - (四)旅客非自愿退票的,长安航空或者长安航空销售代理人不得收取退票费, 按以下规定办理:

- 1、客票全部未使用, 退还全部已付票款;
- 2、客票已部分使用,从已付款项中扣除已使用航段相应的票款及税费,但所退金额不得超过已付款项金额,余额退还旅客,不收取退票费。
- 3、除另有规定外,在联程航班中,因其中一个或者几个航段非自愿变更、退票, 导致旅客无法按照约定时间完成整个行程旅客提出非自愿退票的,所有航段可办理非 自愿退票。
- 4、旅客分别购买的非联程航班的多航段客票,各航段客票分属不同运输合同, 若其中某段或几段长安航班不正常,则发生不正常航班的长安航空客票按非自愿退票 规定处理;其他正常航班客票退票手续均由缔约承运人根据实际承运的运输总条件、 客票使用条件办理,产生的费用长安航空无需承担。
- (五) 旅客要求退票,在长安航空或长安航空销售代理人的售票处应填妥长安航空规定的退款单。除遗失客票的情形外,购买纸质客票的旅客必须凭客票未使用的全部乘机联和旅客联,方可办理退票;购买电子客票的旅客凭本人有效身份证件办理退票,并交回已打印的电子客票行程单,退票时其电子客票须为有效状态。
- (六)在非客票上列明的地点发生不正常航班,旅客要求退票,须凭始发站登机 牌原件、不正常航班证明及本人有效身份证件办理(纸质客票还须提供旅客联原件或 复印件)。

#### 第二条 退票地点

退票应当在原购票地点或长安航空直属售票处,经长安航空同意的其他地点办 理。

#### 第三条 货币

旅客办理退票必须符合原购票地和退票地国家的法律及其它有关规定,可以用原付货币退款,也可以用原购票地国家货币或退票地国家货币退款。

# 第四条 退票对象、所需文件

- (一)长安航空有权向客票上列明姓名的旅客本人办理退票。
- (二) 当客票上列明的旅客不是该客票的付款人,长安航空应按列明的退票限制 条件将票款按原付款方式退给付款人或旅客指定人。
- (三)旅客退票应出示本人有效身份证件;如果申请退票人不是客票上载明姓名的旅客本人,申请退票人必须在出具其身份证明原件的同时,提供该客票上载明姓名的旅客的身份证明原件和其退票授权书。
- (四)长安航空将票款退给持有未使用航段的有效客票并符合本条第(一)、第(二)、第(三)款规定的人,应被视为正当退票。长安航空也随即解除责任。
- (五)除客票遗失的情况外,申请退票人应向长安航空提供旅客联、付款凭据和 所有未使用的乘机联方能办理退票。购买电子客票的旅客凭本人有效身份证件办理退 票。

# 第六条 拒绝退款权

- (一)按照适用运价及长安航空有关规定不能办理退票的,长安航空有权拒绝退票。
- (二)提供给长安航空或政府作为准备离境证明的客票,长安航空不予退票。但如果旅客确已取得居留许可或将改乘其他承运人航班或使用其它运输方式离境的,在旅客提供给长安航空认为合理的证明后,长安航空可予以退票。

# 第七条 退款时限

- (一)除本条件**第三章客票第三条遗失客票的**退款情况以外,旅客要求退票,应 在其客票退票有效期内向长安航空提出并办理退款手续,否则长安航空有权拒绝办 理。
- (二)除特殊情况外,长安航空或者长安航空销售代理人应当在收到旅客有效退款申请之日起7个工作日内办理完成退款手续,上述时间不含金融机构处理时间。 时间起算点为长安航空或长安航空销售代理人收到旅客有效申请开始,申请不符合要求的时间不计算在内。

#### 第十二章 超售

#### 第一条 超售信息告知

- (一) 超售定义: 航班实际订座人数超过该航班最大可利用座位数。
- (二)为减少航班虚耗会有适当超售行为,已定妥座位并购买客票的旅客基本不 用担心航班上会出现没有座位的情况。
  - (三)长安航空在官方网站上发布航班超售旅客安排公告。

#### 第二条 征集自愿者程序

- (一) 当航班出现超售时,长安航空将首先积极寻找自愿放弃座位的旅客,并给 予旅客一定的补偿,做好超售的预处理工作。
- (二)在无自愿放弃乘机的旅客且已采取尽力消除超售状态的措施后,仍然超售的情况下,长安航空或者其地面服务代理人将在登机口和值机柜台放置布告牌告知旅客航班超售信息,安排人员在值机柜台或登机口寻找主动放弃座位的自愿者,并与旅客协商自愿放弃行程的条件。
- (三)只有在无自愿放弃乘机的旅客且已采取尽力消除超售状态的措施后,仍然 超售的情况下,长安航空才会使用优先登机规则确定被拒绝登机的旅客。

#### 第三条 优选登机规则

- 1、经长安航同意并事先做出安排的、有特殊服务需求的老、幼、病、残、孕旅客以及无成人陪伴儿童。
  - 2、金鹏白金卡、金卡、银卡旅客。
  - 3、后续衔接国际航班的旅客。
  - 4、后续转机时间紧张的中转联程旅客。

- **第四条** 长安航空按照以下规定向自愿放弃行程或者被拒绝登机旅客提供以下相关服务:
  - 1. 免费安排后续最早有空余座位的航班,让旅客尽快成行。
  - 2. 按非自愿客票退票办理,不收取费用。
  - 3. 按非自愿改期或者签转办理,不收取客票变更费及票款差价。
- 4. 如在用餐时间,提供免费餐食和饮料;当后续航班的时刻和原定航班时刻相差4小时(含)以上时,为旅客提供免费酒店休息服务。
- **第五条** 除为旅客提供上述(四)款所列服务外,符合下列所有条件,自愿放弃 行程或者被拒绝登机的旅客可得到每人 200 元人民币的现金补偿。
- 1. 已经定妥航班座位的旅客(含持里程兑换奖励免票的旅客),不包括持各类奖励及航空公司职员免折票的旅客。
  - 2. 旅客在截止办理乘机登记手续时间前,到达指定登记柜台办理乘机登记手续。
  - 3. 不属于本条件第7章第一条与第二条拒绝运输的旅客。
- 第六条 旅客因超售自愿放弃行程或者被拒绝登机时,可致电长安航空 95071199 热线,由长安航空不正常航班处理小组开具《超售证明》。

#### 第十三章 飞机上的行为

### 第一条 一般规定

旅客如果在飞机上的行为危及飞机或飞机上任何人员或财产的安全,或妨碍机组人员履行职责,或不遵守机组的指示,或有其他旅客有理由反对的行为,长安航空有权采取一切必要适当的措施包括对旅客的管束,以制止这种行为。

#### 第二条 电子设备

未经长安航空许可, 旅客不得在飞机上开启和使用与飞机正常飞行无关的主动发射无线电信号的便携式电子设备, 这些设备包括但不限于: 对讲机、遥控玩具和其他带遥控装置的电子设备、发射机(业余台、城市波段、传真机、电话机)、电视机、调幅/调频无线电、双向 BP 机等其他局方或公司认定干扰飞机安全运行的其他无线电发射装置。允许使用下列设备: 便携式录音机、助听器、心脏起博器和其它体内医疗设备、电子表、电动剃须刀、可接受的个人使用的维持生命装置、公司所安装的设备(如: 电话/视听设备等)等公司认定不会干扰飞机航行和通讯系统的其他便携式电子设备。

#### 第三条 航班禁烟

长安航空所有航班均已禁烟,机上所有区域禁止吸烟。

#### 第四条 安全带

旅客在机上就座时,应按要求系好安全带。

# 第十四章 一般服务

- **第一条** 长安航空应以保证飞机安全和航班正常,提供良好服务为准则,以文明礼貌、热情周到的服务态度,认真做好空中和地面的旅客运输的各项服务工作。
  - 第二条 旅客在联程航班衔接地点的地面膳宿费用,应由旅客自理。
- 第三条 在航空运输过程中,旅客发生急病、分娩、遇险时,长安航空应积极采取措施,尽力救助。

# 第十五章 附加服务安排

第一条 如果长安航空为旅客安排由第三方提供的航空运输之外的服务,或者为旅客出具地面运输、旅馆预订或者车辆租赁等由第三方提供(非航空)运输或者服务的票证、收款凭证,在安排上述附加服务时长安航空仅作为旅客的代理,对于旅客能否得到此类服务及其服务质量不承担责任。第三方服务提供者的条款和条件适用于该服务。

第二条 如果长安航空也向旅客提供地面运输,本条件不适用于该地面运输。

#### 第十六章 不正常航班的服务

- (一)由于长安航空机务维护、航班调配、机组等原因,造成航班在始发地出港 延误或取消,长安航空将按规定向旅客提供餐食或者住宿等服务。
- (二) 航班在经停地延误及取消或航班备降,无论何种原因,长安航空将按规定向经停、备降旅客提供餐食或者住宿服务。
- (三)由于机务维护、航班调配、机组等属长安航空原因造成的国际航班延误, 长安航空将根据航班延误时间的实际情况,协助旅客安排后续行程。
- (四)由于天气原因、空管原因、军事活动、公共安全、机场、联检、油料保障、 离港系统、旅客原因等非长安航空原因,造成航班在始发地延误或取消,长安航空协 助旅客退改签及后续的行程安排,并协助旅客安排餐食和住宿,费用应由旅客自理。
- (五) 航班出港延误或者取消时,长安航空及销售代理人、地面服务代理人应当 优先为限制旅客、老年人、孕妇、无成人陪伴儿童等需特别照料的旅客提供服务。
- (六) 航班延误或取消,长安航空及其授权地面服务代理人应做好解释工作,并 迅速将航班延误或取消等信息通知旅客。
- (七)长安航空应和其他各保障单位相互配合,认真负责,共同保障航班正常, 避免不必要的航班延误。

#### 第十七章 行政手续

#### 第一条 一般规定

- (一)旅客必须完全遵守有关始发地、经停地、目的地和飞越国家的法律、法规、 命令、要求、旅行规定以及承运人的规章和要求,并承担责任;
- (二)长安航空对其雇员或代理人为了协助旅客取得必要的证件或签证或遵守上述法律、法规、命令、要求、旅行规定等所提供的书面或其它形式的任何帮助或信息不承担责任;对任何旅客因未能取得必要的证件或签证或未能遵守上述法律、法规、命令、要求、旅行规定等而产生的后果,长安航空也不承担责任。

#### 第二条 旅行证件

- (一)旅客应当出示有关国家法律、法规、命令或规定所要求的出境、过境、入境、健康和其它证件,应当允许长安航空收存其副本或复印件;
- (二)旅客未能遵守适用法律、法规、命令、要求、规定或所持证件不完备,或者旅客不允许长安航空收存其证件副本或复印件,长安航空保留拒绝运输的权利。

#### 第三条 拒绝过入境

- (一)由于旅客未获准过境或进入目的地国家,长安航空按照有关国家的政府命令将旅客运回其始发地或其它地点时,该旅客应按长安航空规定支付其适用票价;
  - (二) 用于运送至拒绝入境地点或遣返地的客票, 长安航空不予办理退款。

# 第四条 罚金、拘留费等

旅客对于因其未能遵守有关国家法律、法规、命令、要求、旅行规定或未能出示

所要求的证件而造成长安航空支付或垫付的罚金、罚款或承担的任何费用应当足额偿还。

# 第五条 海关检查

- (一)海关或其他政府人员要求检查其托运行李或非托运行李时,旅客应当到场接受检查;
- (二)由于旅客未能遵守上述规定,长安航空对旅客由此受到的损失或损坏不承担责任。

# 第六条 安全检查

旅客及其行李应当接受政府或机场行政人员或长安航空的任何安全检查。

# 第七条 法律法规

长安航空因遵守有关国家法律、政府法规、指令、命令或规定,决定拒绝或已经拒绝对旅客提供运输服务的不承担责任。

#### 第十八章 责任及限额

- 第一条 在蒙特利尔公约及以下规定的责任限额内,长安航空对旅客在飞机上或者上、下飞机过程中的事故造成旅客人身伤亡的,应当承担损害赔偿责任。
- **第二条** 旅客托运行李在长安航空飞机上或者处于长安航空掌管之下的任何期间 内发生毁灭、遗失或者损坏的,长安航空应当承担赔偿责任。但是托运行李的毁灭、 遗失或者损坏是由于行李固有缺陷、质量或者瑕疵造成的长安航空不承担责任。
- 第三条 因长安航空或者长安航空雇员、代理人的过错造成旅客非托运行李发生 毁灭、遗失或者损坏的,长安航空应当承担损害赔偿责任。
- **第四条** 旅客、行李在航空运输中因延误引起的损失,长安航空应当向旅客承担赔偿责任。但是长安航空证明本人及其雇员、代理人为了避免损失的发生,已经采取一切合理措施或者不可能采取此种措施的,长安航空不对因延误引起的损失承担责任。
- 第五条 长安航空和其它承运人依据一本客票或者连续客票履行的运输,应当被视为一个单一的运输。长安航空仅对发生在长安航空承运航班上的损失承担责任。长安航空为其他承运人的航班填开客票或办理行李托运时,只作为其他承运人的代理人。对于托运行李,旅客可以向客票或行李票上列明的第一或者最后承运人索赔。
- 第六条 本章所述损失是由索赔人或者索赔人从其取得权利的人的过失或者其他不当作为、不作为造成或者促成的,应当根据造成或者促成此种损失的过失或者其他不当作为、不作为的程度,相应全部或者部分免除长安航空对索赔人的责任。旅客以外的其他人就旅客死亡或者伤害提出赔偿请求的,如果损失是旅客本人的过失或者其他不当作为、不作为造成或者促成的,同样应当根据造成或者促成此种损失的过失或者其他不当作为、不作为的程度,相应全部或者部分免除长安航空的责任。

本条款适用于本条件中的所有责任条款。

第七条 长安航空依据本条件所承担的赔偿责任仅限于补偿性的赔偿责任,任何情况下长安航空都不承担惩罚性、惩戒性或者其他非补偿性的损害赔偿。

**第八条** 本条件所述赔偿责任的具体项目和计算标准依据中华人民共和国法律予以确定。

# 第九条 人身损害赔偿责任限额

长安航空根据本章第一条对每名旅客承担损害赔偿责任时,对有下列情形之一的 其赔偿责任限额不超过蒙特利尔公约规定的适用限额:

- (一)、旅客伤亡不是由于长安航空或者长安航空雇员、代理人的过失或者其他 不当作为、不作为造成的;
  - (二)、旅客伤亡是由于第三人的过失或者其他不当作为、不作为造成的。

#### 第十条 延误及行李、货物的赔偿责任限额

运输过程中因延误给旅客造成损失的,长安航空对每名旅客的赔偿责任限额适用 蒙特利尔公约相关规定。

在行李运输过程中造成行李毁灭、遗失、损坏或者延误的,长安航空对每名旅客的赔偿责任限额以蒙特利尔公约相关规定为准。

第十一条 旅客收受托运行李未当场提出异议的,视为长安航空已完成运输行李义务并完好交付旅客的初步证据。旅客发现托运行李毁灭、损坏的,应当在收到托运行李之日起七日内以书面形式向长安航空提出异议;托运行李发生延误的,旅客应当自收到行李之日起二十一日内以书面形式向长安航空提出异议。

#### 第十九章 其他

第一条 本条件共有中文和英文两种版本,如发生语义冲突,以中文版本为准。

第二条 本条件文本已报中华人民共和国民用航空局备案,自2023年6月15日起正式生效并施行,在此日期之后订立的运输合同适用本条件。

**第三条** 本条件生效后,长安航空有权修改本条件文本,但新的《长安航空有限责任公司旅客、行李国际运输总条件》生效日之前已经订立的运输合同仍适用本条件。

**第四条** 长安航空受理投诉邮箱为: suggestion@airchangan.com, 24 小时销售与投诉热线: 95071199-5。

# 第二十章 附则

经由长安航空签发的包括但不限于各条国际及地区航线免费行李额及超限行李 费率细则;婴儿、孕妇、无成人陪伴儿童、重病患者等特殊旅客的承运标准变动较为 频繁,因此以附则的形式与长安航空运输总条件在长安航空官网旅行信息栏目展示。 以上内容为总条件的一部分,旅客可登录长安航空官网仔细阅读。

本条件的解释权归长安航空有限责任公司。

# Air Changan Co., Ltd. General Conditions of International Carriage for Passengers and Baggage



#### **Article 1 Definitions**

- 1 The definitions of the following expressions in the "Air Changan Co., Ltd. General Conditions of International Carriage for Passengers and Baggage" (hereinafter referred to as the Conditions), except where the specific article otherwise requires or where it is otherwise provided, are as follows:
- **1.1 "Convention"**, refers to the instrument(s) used according to the stipulations of the contract: "The Convention for the Unification of Certain Rules Relating to International Carriage by Air", signed in Warsaw, October 12, 1929 (hereinafter referred to as the Warsaw Convention); "The Warsaw Convention as Amended at The Hague", signed in The Hague, September 12, 1955 (hereinafter referred to as the Hague Protocol); "The Convention for the Unification of Certain Rules for International Carriage by Air", signed in Montreal on May 28, 1999 (hereinafter referred to as the Montreal Convention).
- **1.2 "International Carriage"** means, unless otherwise provided by a Convention, transportation which, according to the contract of carriage concluded by the parties, either the place of departure of carriage or the destination or an agreed stopping place, whether or not there is a break or transfer in the transportation, is not inside the borders of the People's Republic of China.
- **1.3 "Carrier"** means the public air transportation corporation who issues the Ticket, transports or commits to transport the passenger listed on the ticket and their baggage.
- **1.4 "Code Shares or Code Share Flights"** means a carrier uses its flight number on the other operating carrier's aircraft or many airlines use their unique flight number on the same aircraft by agreement.
- **1.5 "Issuing Carrier"** means a carrier, whose Digital Code appears on the Coupon.
- **1.6 "Air Changan"** an abbreviation of Air Changan Co., Ltd.
- **1.7 "Air Changan Regulations"** means those regulations, which will be in effect for both sides once the ticket is issued, and are legally formulated and released by Air Changan for the purpose of supervision of its passengers and transportation of their baggage. Effective applicable ticket fares and conditions are included.
- **1.8 "Authorized Sales Agent"** means a passenger sales agent who has been appointed by the carrier to represent the carrier in the sale of air transportation and also, having gained its authorization, for other carriers.
- **1.9 "Passenger"** means any person, except members of the crew, carried or to be carried by an aircraft pursuant to the agreement of the Carrier.
- **1.10 "Children"** means any person whose age is above two (2) years and below twelve (12) years on the date of the commencement of travel.

- **1.11 "Infant"** means any person whose age is above fourteen (14) days and below two (2) years on the date of commencement of travel.
- **1.12 "Ticket"** means a valid document sold or approved and ensured by the carrier or its authorized agent, including paper tickets and electronic tickets. A paper ticket is proof of the so-called "Ticket" and the baggage check, which is issued by the Carrier or its authorized agent. A paper ticket contains information including the conditions of the contract of transport, statements, notices, and the flight and passenger coupon. An electronic ticket is an electronic replacement for an ordinary paper ticket.
- **1.13** "Electronic Ticket", is a replacement for a paper ticket, whereby the information on the paper ticket is stored in the system database in the form of electronic data, and serves as proof of sale, account and transportation.
- **1.14** "Electronic Ticket Itinerary" means a paper document that contains information such as passenger name, route and price, etc.
- **1.15** "Conjunction Ticket" means a ticket issued to a passenger in conjunction with another ticket, which together constitute a single contract of carriage.
- **1.16** "Passenger Coupon" means that portion of the Paper Ticket, which is so marked and which is to be retained by the passenger for the duration.
- **1.17** "Flight Coupon" means that portion of the Paper Ticket that bears the notation "good for passage", indicating that this flight coupon is used for transportation between two appointed places.
- **1.18** "Days" means calendar days, including all seven days of the week; provided that, for the purpose of passenger notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the day upon which the flight commences, shall not be counted.
- **1.19** "**Baggage**" means such articles carried by a passenger that are necessary or appropriate for his/her wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it shall include both checked and unchecked baggage (carry-on) of the passenger.
- **1.20 "Checked Baggage"** means Baggage of which the carrier takes sole custody and for which the carrier has issued a baggage check.
- **1.21** "Unchecked Baggage" means any baggage of the passenger which the passenger takes sole custody of other than checked baggage, also referred to as "carry on baggage."
- **1.22** "Baggage Tag" refers to the label that distinguishes the baggage and the document that allows the passenger to receive checked baggage.

- **1.23 "Baggage Ticket"** means the document released by the carrier used especially for identification of Checked Baggage.
- **1.24** "Excess Baggage" means the portion of baggage which exceeds the free baggage allowance calculated by weight or piece.
- **1.25 "Agreed Stopping Places"** means those places, except the place of departure and the place of destination, set out in the Ticket or shown in the carrier's timetables as scheduled stopping places on the passenger's route.
- **1.26 "Stopover"** means a deliberate interruption to the journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by the Carrier.
- **1.27** "Damages" refers to losses incurred through bodily injury or death of a passenger sustained and caused in or related to the transportation provided by the Carrier, damage to or destruction of Checked Baggage and other damages.
- **1.28** "Normal Fare" means the highest fare established for a first, business or economy class service during the period of applicability, including the corresponding fares of children's and infant's tickets.
- **1.29 "Special Fare"** refers to fares other than normal fares.
- **1.30 "SDR"** means a Special Drawing Right as defined by the International Monetary Fund.

#### **Article 2 Scope of Use**

#### 2. 1 General

- 2.1.1 Except as provided in 2.1.2, 2.2 and 2.3, these Conditions apply to all international and regional (Hong Kong, Macao and Taiwan included) carriage by air of passengers and baggage performed by Air Changan for monetary compensation.
- 2.1.2 These Conditions also apply to no-charge and reduced fares carriages except to the extent that Air Changan has provided otherwise in its regulations or in the relevant contracts or tickets
- 2.1.3 Unless otherwise provided, in the event of any inconsistency between these any other regulations Air Changan may have dealing with particular subjects, these General Conditions of Carriage shall prevail.

#### 2.2 Charter

According to the transportation incorporated in the charter agreement, passengers and baggage that have been accepted to transportation by charter should accord with Air Changan' charter agreement provisions. These Conditions shall be taken as final when the context is outside the charter agreement.

#### 2.3 Exceptions

To the extent that any provision contained or referred to herein is contrary to anything contained in the Conventions, laws, government regulations, orders or requirements, those Conventions, laws, government regulations, orders or requirements shall be taken as final. The other provisions of these Conditions remain valid.

#### **Article 3 Tickets**

#### 3.1 Ticket is Preliminary Evidence of the Contract of Carriage

The ticket is the preliminary evidence of the contract of carriage between the issuing carrier and the passenger. The carrier will provide carriage only to the passenger holding such a ticket, or any other carrier document issued by the carrier or its authorized agent and will assume liability pursuant to these carriage provisions. The ticket remains at all times the property of the issuing Carrier indeed. The Conditions of Contract contained on the ticket are a summary of some of the provisions of these Conditions of Carriage.

#### 3.2 Provisions for Using Tickets

- 3.2.1 A person who uses a paper ticket shall not be entitled to be carried on a flight unless that person presents a ticket that is valid and duly issued in accordance with Air Changan' Regulations and contains the flight coupon for that flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket presented is damaged and incomplete or if it has been altered otherwise than by Air Changan or its Authorized Agent.
- 3.2.2 A person who uses an electronic ticket shall not be entitled to be carried on a flight unless that person provides valid identification and valid status of the electronic ticket checked by Air Changan or its ground service agent. The electronic ticket itinerary only records the passenger's travel information, and cannot be regarded as the necessary evidence for the passenger to check in and have security inspection.

#### 3.3 Loss of Tickets

The following regulations are used for the loss of tickets and baggage checks issued by Air Changan and its authorized sales agent.

#### 3 3 1 General

In case of loss or mutilation of a ticket (or part of it) or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the passenger shall take full responsibility.

#### 3.3.2 Reporting the Loss of Tickets

- 3.3.2.1 In case of loss or mutilation of a ticket (or part of it) or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the passenger should file a written loss report at a ticket office of Air Changan or its sales agent.
- 3.3.2.2 When reporting the loss of a ticket, the passenger should show his or her valid identification and provide the date, place and itinerary of the ticket that was originally

purchased. If the person who reports the loss of ticket is not the actual passenger, the valid identification card of this person and a notarized letter which the passenger has signed should be presented.

3.3.3.3 Before the passenger reports the loss of a ticket, in case of any fraud or use of the whole (or part) of the ticket by a third party, Air Changan will not be liable and may refuse a refund for the lost ticket or a replacement for the ticket.

#### 3.3.3 Repurchasing Tickets

Passengers can repurchase the ticket according to the original schedule and date and apply for a refund of the lost ticket.

#### 3.3.4 Refund for Lost Tickets

If passenger wants to refund the lost ticket directly, he or she must report the lost ticket according to 3.3.2. The lost ticket will be refunded provided no fraud or use by a third party has been confirmed by Air Changan.

#### 3.4 Ticket not Transferable

- 3.4.1 Tickets are not transferable.
- 3.4.2 If someone other than the person entitled to be carried on a ticket travels pursuant to that ticket or is given a refund in connection there with, Air Changan shall not be liable to the person with the original right to use of the ticket.
- 3.4.3 If a ticket were to be used or refunded by any person other than the person entitled to be carried, Air Changan would not be liable to the person entitled to be carried or refunded.

#### 3.5 Period of Validity of the Ticket

- 3.5.1 A ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the ticket is used, from the date of issue thereof, except as otherwise provided in the ticket, these Conditions or Air Changan' Regulations.
- 3.5.2 The validity period of a special fare ticket is calculated according to Air Changan' Regulations.
- 3.5.3 The validity of a ticket is calculated from the date of commencement of travel or 00:00 of the next day upon which a ticket is issued to 00:00 of the next day of the expiration date.

#### 3.6 Extension of Validity of the Ticket

3.6.1 If for the following reasons, the passenger is prevented from travelling within the

period of validity of the ticket, the validity of the passenger's ticket will be extended until Air Changan' first flight on which space is available in the class of service for which the fare has been paid:

- 1. Cancellation of the flight on which the passenger holds a reservation;
- 2. Omission of a scheduled stop, being the passenger's place of departure, place of destination or a stopover;
- 3. Failure to operate a flight reasonably according to schedule;
- 4. Causing the passenger to miss a connection;
- 5. Inability to provide a previously confirmed space.
- 3.6.2 When a passenger, after having commenced his/her journey, is prevented from travelling within the period of validity of his/her ticket by reason of illness, Air Changan will extend the period of validity of that passenger's ticket until the date when he/she becomes fit enough to travel according to a medical certificate, or until Air Changan' first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid, except where Air Changan regulations provide otherwise. When the flight coupons remaining in the ticket include one or more stopovers, the validity of the ticket, subject to Air Changan' Regulations, will be extended for not more than three months from the date when the passenger becomes fit to travel according to the medical certificate. In such circumstances, Air Changan will extend similarly the period of validity of tickets of other members of his or her immediate family (a maximum of two) accompanying an incapacitated passenger.
- 3.6.3 In the event of the death of a passenger en route, the Tickets of persons accompanying the passenger may be modified by waiving the minimum stay or extending the period of validity. In the event of a death in the immediate family of a passenger who has commenced travel, the validity of the passenger's ticket and those of his or her immediate family who are accompanying the passenger, may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period of longer than forty-five (45) days from the date of the death shown on the death certificate. Accompanying passengers are limited to two. The family members described above include: spouses, parents, offspring, brothers and sisters, grandparents, grandchildren, sons or daughters in law, parents-in-law, and other blood relatives to three generations, such as aunts and uncles, nephews and nieces and first cousins.

#### 3.7 Coupon Use Sequence

3.7.1 Air Changan will honor flight coupons, or in the case of an electronic ticket, an electronic coupon, only in sequence from the place of departure as shown on the ticket.

- 3.7.2 Air Changan may not honor the passenger's ticket if the first flight coupon for international travel has not been used and the passenger commences his journey at any stopover or agreed stopping place.
- 3.7.3 Each flight coupon, or in the case of an electronic ticket, an electronic coupon, will be accepted for carriage by Air Changan in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons, or in the case of an electronic ticket, electronic coupons, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions for the relevant fare and the availability of space on the flight applied for.
- 3.7.4 If the passenger fails to or has failed to use the flight coupons in sequence, Air Changan is entitled to re-compute the fares in accordance with the Regulations for the use of said coupons and the passenger is liable to pay Air Changan for any difference between the recomputed fares and the fares already paid by or due from the passenger.

#### **Article 4** Fares and Fees

#### 4.1 General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and town centers.

## 4.2 Applicable Fare

Applicable fares for carriage are published by Air Changan or those on behalf of Air Changan or, if not so published, constructed in accordance with Air Changan' Regulations. Except where it is otherwise expressly provided, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket. If the itinerary or the date of travel changes after the passenger purchases the ticket, the difference shall be paid by the passenger, or, except where it is otherwise expressly provided, refunded by Air Changan, in accordance with Air Changan' Regulations.

#### 4.3 Routing

Fares apply only to routing published in connection therewith. If there is more than one routing at the same fare, the passenger may specify the routing prior to issue of the ticket. If no routing is specified, it is up to Air Changan to provide routing for the passenger to select and confirm.

#### 4.4 Taxes and Charges

Any tax or charge imposed by a government or other relevant authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the passenger. It is up to Air Changan to collect the payment. When the passenger purchases tickets, Air Changan will inform of the specific taxes and charges not included in the ticket price.

#### 4.5 Currency

Except where otherwise provided, passengers should pay fares and charges in the currency of the place of issuance of the ticket. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange displayed after calculation on the information system.

### **Article 5** Reservations

### 5.1 General

- 5.1.1 A reservation is not confirmed until it is recognized by Air Changan or its Authorized Agent. Only when the passenger has paid for his ticket within the reservation and ticketing time limit prescribed in Air Changan' Regulations and the ticket is issued by Air Changan or its Authorized Agent, and the reservation entered on the appropriate flight coupon, is a reservation considered valid and effective.
- 5.1.2 As provided in Air Changan' Regulations, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations. For specific provisions regarding such ticket prices, please refer to the corresponding transportation price provisions.

### **5.2 Ticketing Time Limit**

If the passenger has not paid for his/her ticket within the prescribed ticketing time limit, the reservation may be cancelled by Air Changan or its Authorized Agent.

### 5.3 Personal Data

The passenger recognizes that personal data has been given to Air Changan for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements. For these purposes the passenger authorizes Air Changan to retain such data and to transmit it to government organizations, its own offices, other carriers or the providers of such services, in whatever country they may be located.

### **5.4 Seating**

Except for providing seats for passengers who have a reserved flight and class of cabin, Air Changan does not guarantee to provide any particular seat in the aircraft. Because of the need for travel, safety and security, the carrier will maintain his/her allotted or reallotted seating right on the plane, even after the passenger has boarded the plane.

### 5.5 Reconfirmation of Reservation

Air Changan does not require reconfirmation of reservations for continuing or return flights that have already been booked. However, if the ticket contains flights which connect to another carrier's flight, it may be subject to the operating carrier's requirement of reservation reconfirmation. In the event of failure to comply with any such requirement, the carrier has the right to cancel the passenger's reservation and Air Changan is not liable to the passenger for loss or expense resulting from this. Passengers should first inquire about reconfirmation of reservation requirements of the other relevant carriers, and if reconfirmation of reservations is required, the passenger should comply with the

reconfirmation rule directly with the carrier whose code is shown on the ticket.

# Article 6 Check-in and Boarding

### 6.1 Check-in

- 6.1.1 Cut-off times for check in are different at each airport. The passenger shall arrive at the airport within the prescribed time limit to complete ticket inspection, baggage checking and boarding pass issuance with valid personal identification.
- 6.1.2 The passenger who has made a reservation can check-in directly at the check-in counter, while those who haven't made a reservation shall be processed as a standby at check-in according to Air Changan' Regulations.

### **6.2 Boarding**

The passenger shall arrive in sufficient time at Air Changan' given boarding gate after check-in and completing all government formalities. If the passenger fails to arrive in time or appears improperly documented or not ready to travel, Air Changan may cancel the reserved space for the purpose of not delaying the flight's departure, and without the liability to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

### **Article 7** Carriage Refusals and Restrictions

# 7.1 Right to Refuse Carriage

Air Changan may refuse carriage of any passenger or passenger's baggage for reasons of safety or in the exercise of its reasonable discretion due to following circumstances:

- 7.1.1 In order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or through.
- 7.1.2 Except to the extent caused by a physical or mental disability as required by applicable law, the passenger is not fit for travel because of his/her conduct, age, or mental or physical state, or discomfort by making himself objectionable to other passengers, or involvement of any hazard or risk to himself or herself or to other persons and property.
- 7.1.3 The passenger has failed to observe the instructions of Air Changan or the government, or has not abided by the Air Changan crew's arrangement and advice.
- 7.1.4 The passenger has refused to submit to a security check (personal or baggage).
- 7.1.5 The passenger has not, according to the regulations, paid the applicable fares or taxes or Air Changan does not accept his/her credit payment.
- 7.1.6 The passenger does not show his passport, visa or other valid travel documents.
- 7.1.7 The passenger may seek to enter a country illegally through which he is in transit, or may destroy his documentation during the flight, or will not surrender travel documents to be held by the flight crew, against receipt, when so requested by Air Changan.
- 7.1.8 The ticket has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent, or has been reported as being lost or stolen, or is a counterfeit ticket, or has been altered by anyone other than the Carrier or its Authorized Agent, or has been mutilated. Air Changan reserves the right to retain such paper tickets.
- 7.1.9 The person presenting the ticket cannot prove that he is the person named in the ticket. Air Changan reserves the right to retain such paper tickets.
- **7.2** Air Changan has the right to determine the carriage of passenger and baggage when the actual passengers exceed the maximum load of the aircraft. Air Changan will inform such passengers before the airplane takes off and the ticket will be dealt with as an involuntary endorsement or involuntary refund.

### 7.3 Limitations on Carriage

Acceptance for the carriage of unaccompanied-children, incapacitated persons, pregnant women, persons with an illness or those passengers requiring special assistance may be subject to prior arrangement with Air Changan, in accordance with Air Changan' Regulations.

### Article 8 Baggage

# 8.1 Items Prohibited and Limited as Baggage

- 8.1.1 Items which are unacceptable as baggage
- 8.1.1.1 Items which do not constitute baggage as defined in Article 1 hereof.
- 8.1.1.2 Items which are likely to endanger the aircraft or persons or property on board the aircraft specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the Dangerous Goods Regulations of the International Air Transport Association (IATA), the Transport of Dangerous Goods Regulations of Civil Aviation Administration of China (CAAC) and in Air Changan' Regulations. Especially those following prohibited articles: explosives, compressed gases, corrosive substances, oxides, radioactive or magnetized objects, flammable, poisonous, dangerous or irritating substances. For more information about the relative substances, please contact Air Changan.
- 8.1.1.3 Items whereby the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or as part of a stopover.
- 8.1.1.4 Items which are unsuitable for carriage by reason of their package, shape, weight, size or character.
- 8.1.1.5 Live animals, except as provided for in 8.12 of this Article.
- 8.1.2 Items which are not transported as checked baggage

The passenger shall not include in checked baggage fragile or perishable items, money, jewelry, antiques, precious metals, gold and silver products, negotiable papers, securities, bank cards, credit cards or other valuables, business, government or private documents, passports and other identification documents, samples, medicine or medical devices or equipment, keys, computers, video cameras, cameras, mobile phones or other valuable electronics. Air Changan is not liable for losses or expenses caused by a passenger's negligence.

### 8.1.3 Items which are limited in transportation

The following items, which may be agreed to by Air Changan and in accordance with Air Changan' Regulations, are permitted to be transported.

8.1.3.1 Guns and ammunition for hunting and sporting purposes may be accepted as Checked Baggage with a gun carriage permit or proof of approval from the State General Administration of Sports. Guns must be unloaded with the safety catch on, and be suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations, as well as

applicable national laws, regulations, or orders from countries of departure, arrival and those in passing.

- 8.1.3.2 Antique swords or knives considered tourist souvenirs and similar objects may only be transported as checked baggage within the relevant regulations.
- 8.1.4 Items that shall have an exemption baggage tag attached

Due to the value, nature of contents or possible passenger negligence which would lead to controversy

when accepting baggage, Air Changan shall attach an exemption baggage tag to exempt the corresponding responsibility of Air Changan. Such baggage may include:

- 8.1.4.1 Fragile and easily damaged baggage
- 8.1.4.2 Improperly packed baggage
- 8.1.4.3 fresh and alive objects, perishable goods or perishable goods carried in the baggage
- 8.1.4.4 The passenger was late in presenting the baggage for transportation
- 8.1.4.5 Damaged baggage
- 8.1.4.6 Checked Baggage whose weight and size is out of the limitation regulated by the carrier or oversized baggage
- 8.1.4.7 Unlocked baggage or baggage with a broken lock
- 8.1.4.8 Unchecked Baggage whose size exceeds the limitation of the baggage in the cabin

# 8.2 Right to Refuse Carriage

- 8.2.1 Air Changan may refuse carriage of baggage of such items described in 8.1.1 of this Article and may refuse further carriage of any such items on discovery thereof during carriage.
- 8.2.2 Air Changan may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other similar containers to ensure safe carriage with ordinary care in handling.

### 8.3 Right of Check

For reasons of carriage safety and security, Air Changan can check passenger's baggage according to the regulation. For the purpose of determining whether passenger carried or

carried secretly items in the baggage described in 8.1.1 and 8.1.3 above, Air Changan may check, scan or X-ray check the passenger's baggage even if he or she does not present. If any damage occurs because of the X-ray check or scan, Air Changan takes no responsibility unless the damage is the result of an Air Changan negligence. If the passenger is unwilling to comply with such a request, Air Changan may refuse to carry the passenger or the baggage.

# 8.4 Checked Baggage

- 8.4.1 Upon delivery to Air Changan of baggage to be checked, Air Changan shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.
- 8.4.2 Passengers shall label the name, contact method or other personal identification mark on the inside or outside of the checked baggage.
- 8.4.3 Best efforts should be made by Air Changan for checked baggage to be carried on the same aircraft as the passenger, however for the purpose of safety, security or transportation, in the event passenger's checked baggage cannot be transported with the same aircraft. Air Changan should explain to the passenger its intention to carry the checked baggage on the next flight on the condition that the security is confirmed and space is available.
- 8.4.4 Unless otherwise specified, the weight and dimensions of checked baggage may not exceed Air Changan' regulations, those that exceed the regulations should be transported as cargo.

# 8.5 Unchecked (Carry-On) Baggage

- 8.5.1 Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin.
- 8.5.2 Unless otherwise specified, Under the piece calculation system, unchecked baggage taken into the cabin may not exceed 10kg and the total length of its three edges may not exceed 115cm. Baggage which exceeds the above regulations should be transported as checked baggage.
- 8.5.3 If the weight or size of the passenger's baggage goes against the regulations of 8.5.2, and is unsuitable to be transported in the cargo compartment, such as a delicate musical instrument, the passenger shall inform Air Changan in advance if he or she wants to carry it as unchecked baggage. Only after receiving consent from Air Changan may the baggage may be carried into the cabin. Charges will be issued according to the seat space taken up in the cabin.

### 8.6 Free Baggage Allowance

8.6.1 In international transportation managed by Air Changan, free baggage allowance may be calculated by weight and piece. Passengers should comply with the free baggage

allowance according to the conditions and limits regulated by Air Changan.

- 8.6.2 As for Air Changan domestic sectors of international transportation under a single transportation contract, the free baggage allowance of the passenger should be subject to the allowance for the international sector.
- 8.6.3 In the case of Passengers buying mixed level tickets, the free baggage allowance can be calculated according to the free baggage allowance regulated on different flight legs.
- 8.6.4 Where two or more passengers, travelling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for travelling at the same time and place, their free baggage allowance may be calculated together according to the standard ticket price level regulations of each.
- 8.6.5 In the event of a voluntary itinerary change, the free baggage allowance should follow the regulation applied to free baggage allowance of the ticket price level after the itinerary change. If it is an involuntary itinerary change, the free baggage allowance follows the original regulations.
- 8.6.6 Weight calculation of free baggage allowance

In addition to some specified regulations of Air Changan, the free baggage allowance of the checked baggage and unchecked baggage of every passenger is managed according to the following regulations:

- 8.6.6.1 Children or infants traveling on child tickets have the same free baggage allowance regulated in 8.6.6.2. Infants paying 10% of an adult, his pushchair may be checked free of charge.
- 8.6.6.2Piece calculation of free baggage allowance

Piece calculation of baggage allowance will be handled according to the flight regulations of each route.

### 8.7 Excess Baggage

- 8.7.1 Excess baggage can be carried only after the passenger pays the excess baggage charge and Air Changan issues an excess baggage check.
- 8.7.2 Unless otherwise specified, if baggage exceeds the weight limit specified, the excess baggage charge per kilogram is 1.5% of the highest valid adult direct one-way fare on the day of the issuance of the excess baggage check.
- 8.7.3 Each piece of baggage exceeding the piece calculation baggage allowance will be charged according to the relevant regulations.

### 8.8 Value Declaration and Charge

- 8.8.1 A passenger may declare a value for checked baggage if the value of the baggage is more than USD30.00 per kilogram or its equivalent currencies.
- 8.8.2 The value declared cannot be in excess of the real value of the checked baggage. Air Changan may refuse carriage of certain high value items.
- 8.8.3 Air Changan will charge additional value declaration expenses if the value declared by the passenger is over 0.5% of the highest value declared regulated in 8.8.1.
- 8.8.4 Air Changan does not apply value declaration to unchecked baggage, seat baggage, diplomatic bags and other special items, for example musical instruments. For specific inquiries, please contact Air Changan or its authorized agent.
- 8.8.5 Air Changan does not apply value declaration to any small animal carried by a passenger.
- 8.8.6 If partial transportation of the baggage with value declaration is carried by other carriers that do not offer a value declaration service, Air Changan has the right to refuse the offer value declaration service for Carried Baggage.

### 8.9 Collection and Delivery of Baggage

- 8.9.1 The Passenger must have a valid passenger ticket to transport checked baggage.
- 8.9.2 After baggage delivery, the passenger receives a baggage identification tag for each piece of Checked Baggage, which must be used for baggage collection.

### 8.10 Delivery of Baggage

- 8.10.1 Passengers shall claim their baggage at the destination or stopover with their checked baggage identification tag as early as possible.
- 8.10.2 It is only the person with a baggage check and baggage identification tag who has the right to collect the checked baggage.
- 8.10.3 when claiming the baggage without showing the baggage check and identification tag, a proof approved by Air Changan should be presented, or agreement of the compensation of possible damage to Air Changan according to regulation should be declared when necessary, then he or she can claim the baggage.
- 8.10.4 When passengers claim baggage and do not offer a written objection, it will create a rebuttable presumption that the baggage has been delivered according to the transportation contract.

# 8.11 Seat Baggage – Special regulations for carriage of fragile, precious objects and diplomatic bags

# 8.11.1 Seat Baggage

- 8.11.1.1 If the baggage has to take up a seat, the passenger should request space in advance when reserving the seat, and the baggage can only be transported with the permission of Air Changan.
- 8.11.1.2 The passenger takes responsibility for the seat baggage he or she carries. The weight of seat baggage for each seat may not be in excess of 75kg and the baggage should be properly packed. To guarantee the safety of the flight, the seats of the passengers and their seat baggage shall be designated by Air Changan and for the entire trip the baggage should be secured by safety belt. When necessary, the baggage should be fastened by a cross arm brace.
- 8.11.1.3 Seat baggage is not included in free baggage allowance and the fare is charged according to the adult ticket fare of the passenger.
- 8.11.1.4 If the transportation is managed by successive carriers, the agreement of the corresponding successive carriers should be obtained.
- 8.11.2 Fragile or valuable baggage will be dealt with in addition to the regulations in these conditions; if the baggage requires a seat, management should follow 8.11.1.
- 8.11.3 Diplomatic bags
- 8.11.3.1 According to the request of diplomatic couriers, Air Changan can treat this as checked baggage and the carrier bears only the normal checked baggage responsibility.
- 8.11.3.2 If diplomatic bags require seats, 8.11.1 is applied.

### 8.12 Animals

- 8.12.1 Small Animals
- 8.12.1.1 The term "small animals" means dogs, cats, and other domestic household pets. Wild animals and other animals with strange shapes or those that are liable to injure people (e.g., snakes) are not included in the category of small animals.
- 8.12.1.2 Air Changan refuse to carry small animals at now.
- 8.12.2 Assistance dogs, guide dogs and hearing dogs
- 8.12.2.1 Assistance dogs, guide dogs and hearing dogs may be taken into the cabin as required by applicable law, but they have to be secured adequately and may not occupy a

seat.

8.12.2.2 Passengers carrying an assistance dog should provide its valid certificates issued by an appropriate institution.

8.12.3 Passengers are completely liable for the injury or death of the animals above, except the case that Air Changan is clearly responsible for the injury or death either intentionally or by accident. On some long-distance flights without stopovers or some special types of aircraft, it is not suitable to carry guide dogs or hearing dogs and Air Changan has the right to refuse the carriage of the animals. Air Changan bears no responsibility for the injury, loss, delay, disease or death of the animals after border entry or when the animals are refused border entry.

# Article 9 Schedule, Delays, Cancellation of Flights

### 9.1 The timetable

- 9.3.1 Air Changan makes every effort to abide by the published timetable transporting passengers and their luggage within a reasonable period of time. Flight time and plane model shown in schedule or other places are not guaranteed, but just predetermined time and models and do not form part of the contract of carriage. Timetables or other publications of schedules or statements and representations made by employees, agents or representatives of Air Changan as to the dates or times of departure and arrival or the operation of any flight are just for reference.
- 9.3.2 Air Changan will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of Air Changan, unless the errors or omissions are caused by Air Changan intentionally or a knowingly reckless act or omission.
- 9.3.3 Air Changan may change flight schedules after selling tickets. Air Changan attempts to contact passengers about schedule change information, if passengers provide valid contact information. If Air Changan makes a major change of flight timetable that passengers cannot accept and Air Changan cannot arrange acceptable alternative flight accommodations for customers after selling the tickets, passenger can request a refund in accordance with the provisions of chapter eleven, article 5.

# 9.2 The cancellation and changes of flights

As one of the following conditions, Air Changan may cancel, terminate, modify, extend or delay the flights without prior notification.

- 9.2.1 To abide by the laws, regulations and orders of the state.
- 9.2.2 To guarantee the safety of flight
- 9.2.3 A reason carrier cannot control or predict

### 9.3 Arrangements for Irregular flights

Due to one of the 9.2 listed reasons, if Air Changan cancels or delays its flight or fails to provide an already reserved seat to the passenger (including desired class); or causes passengers fail to arrive at the point of stopover or destination, or causes passengers holding reserved seats flight to miss connections, it will consider the reasonable needs of travelers to take the following measures for passengers to select:

- 9.3.1 Rebook the passenger on its first subsequent flights on which space is available or assist the passenger in rebooking on another carrier.
- 9.3.2 Provide a refund according to the relative regulations about involuntary refund in 11. 5 of Article 11.

9.3.3 Assist the passenger in certain services such as accommodations and ground transportation.

# 9.4 Limited liability

In addition to those measures above, Air Changan takes no further responsibility to the passenger unless otherwise stated in the Convention.

# 9.5 Delay of exemption

Air Changan will take all necessary measures to avoid delay of passengers and baggage. Air Changan does not assume responsibility if it has taken all necessary measures or it is impossible to adopt the measures.

### **Article 10** Ticket Changes

**10.1** When a passenger who has not yet begun travelling or has begun travelling but has not yet reached their destination requests to change the specified unused flight, destination, seat class, flight or the validity period of the Ticket, it is defined as a voluntary itinerary change. When the Carrier cancels the flight for which space is reserved, cancels the landing at the destination or the stopovers of the passenger, does not fly reasonably according to the schedule, or cannot provide reserved space, and causes the passengers to change their itinerary, it is defined as an involuntary itinerary change.

# 10.2 The handling of voluntary itinerary changes of flight and date will be carried out in accordance with the following regulations:

- 10.2.1 After the itinerary change, the difference in fare and charges from the original routing shall be made up by the passenger.
- 10.2.2 After the itinerary change, the validity period of the new ticket shall be the same as the original one and it will be counted from midnight of the following day after the beginning of transportation specified on the first flight coupon of the original ticket.
- 10.2.3 If a flight or date change is requested after the passenger purchases the ticket, Air Changan and its sales agent enterprise will handle the arrangements provided there is a usable seat on the flight and time allows.

# 10.3 If the execution of 9.2 in Article 9 causes the passenger to have an involuntary itinerary, the Carrier shall, with due consideration to the passenger's reasonable needs, either:

- 10.3.1 Rebook the passenger on the first flight where space is available or endorse the ticket to another Carrier.
- 10.3.2 Change the passengers' flight and arrange the passenger's flight or endorse his or her ticket to another Carrier to send the passenger to the destination or stopover.
- 10.3.3 Handle the problem according to the regulations 11.5 of Article 11 (involuntary refunds) of these conditions.
- 10.3.4 Assist the passenger in services such as accommodation and ground transfers. The expenses of the passenger from departure are the responsibility of the passenger.
- **10.4** When the Carrier causes the passenger to change his flight involuntarily; the Carrier should handle the problem according to the regulations of 10.3.1, 10.3.2 and 10.3.3 in this article. In addition, such services as a rest area, beverages, meals, accommodations and some other necessary services shall be provided to the passenger at no charge in accordance with Air Changan' Regulations.
- 10.4.1 The Carrier causes the passenger to cancel his reserved flight.

- 10.4.2 The Carrier's flight does not stop at the destination or stopover of the passenger.
- 10.4.3 The Carrier does not reasonably arrange the schedule of the flight.
- 10.4.4 The Carrier does not provide the travelers with pre-reserved seats.

### **Article 11 Ticket Returns**

### 11.1 General

- 11.1.1 On failure by Air Changan to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, a refund for an unused ticket or portion thereof shall be made by Air Changan or its authorized agent in accordance with this Article and with Air Changan' Regulations.
- 11.1.2 The passenger should request a refund within the validity period of the Ticket. Air Changan may refuse a refund where application is made after the expiry date of the validity of the Ticket.

### 11.2 Place for refund

A refund should be made at the place where the ticket was issued or another place agreed by Air Changan.

### 11.3 Currency

All refunds will be subject to government laws, and related regulations of the country in which the ticket was originally purchased and of the country in which the refund is being made. Refunds will be made in the currency in which the ticket was paid for, or in the currency of the country where the ticket was purchased or where the refund is being made.

### 11.4 Person to whom refund will be made, documents needed and discharge

- 11.4.1 Air Changan shall be entitled to make a refund to the person named in the ticket.
- 11.4.2 If a ticket has been paid for by a person other than the passenger named in the ticket, the person applying for the refund must provide an original copy of an identification document of the person named on the ticket as well as a letter of authorization from that person while providing an original copy of his/her own identification document.
- 11.4.3 Except in the case of lost tickets, refunds will only be made on surrender to Air Changan of the passenger coupon or passenger receipt and surrender of all unused flight coupons. The passenger who buys an electronic ticket should show his or her valid identity card.

### 11.5 Involuntary Refunds

Because of one of the reasons listed in 3.6.1 of Article 3 and 9.2 of Article 9, refunds will be made according to following regulations upon the passenger's request:

- 11.5.1 If no portion of the Ticket has been used, the entire paid fare will be refunded.
- 11.5.2 If a portion of the Ticket has been used, as provided in Air Changan' Regulations, the refund amount is equal to the applicable fare for the part of the journey not traveled. No cancellation charge will be collected.

### 11.6 Voluntary Refunds

If the passenger wishes to refund his/her ticket, the amount of the refund shall be calculated in following regulations:

- 11.6.1 If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation (refund) fees.
- 11.6.2 If a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

### 11.7 Right to Refuse Refunds

- 11.7.1 Air Changan may refuse refunds when a ticket is not permitted to be refunded according to applicable fares or Air Changan' Regulations.
- 11.7.2 Air Changan may refuse a refund on a ticket which has been presented to Air Changan or to government officials of a country as evidence of intention to depart therefore, unless the passenger establishes to Air Changan' satisfaction that he/she has permission to remain in the country or that he/she will depart therefore by another carrier or another means of transport.

### Article 13 Conduct Aboard Aircraft

### 13.1 general provisions

If passengers' behavior conducts aboard the aircraft have endangered the aircraft or any person or property on board, or obstructed the crew in the performance of their duties, or failed to comply with any instruction of the crew, or behaved in a manner to which other passengers may reasonably object, Air Changan may take all measures that it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

# 13.2 Electronic equipment

Passengers are prohibited from operating portable radios, mobile phones (including mobile phones in airplane mode), interphones, or transmitting devices including radio controlled toys and radio transmitters which Air Changan considers will interfere with security of flight on board. Without Air Changan' permission, passengers cannot use any electronic devices except hearing aids and heart pacemakers.

### 13.3 Non Smoking On board

All flights of Air Changan are non-smoking, and smoking is prohibited in all areas of the aircraft.

### 13.4 Safety belt

After taking their seats, passengers are required to fasten their safety belts.

### **Article 14 Common service**

- **14.1** Air Changan is not liable for the ground transportation service in the airport area or between airport and city downtown area or between the airport and another in the same city. Air Changan is not liable for the acts or negligence of providers who conduct ground transportation service.
- **14.2** Passengers' accommodation fees at a connecting point are the responsibility of the passenger.
- **14.3** During flight Air Changan provides passengers corresponding drinks and meals. Air Changan can charge passengers accordingly, if they demand other services in excess of the prescribed.

# **Article 15 Additional Service Arrangements**

**15.1** If in the course of concluding the contract of carriage by air, Air Changan agrees to make arrangements for the provision of additional services, Air Changan is not liable to the passenger for any damage, loss or expense whatsoever arising from or in connection with such arrangements. If Air Changan arranges non-air-carriage services provided by a third party for the passenger, or provides the passenger with a coupon or receipt certificate for non-air-carriage services provided by a third party including ground carriage, hotel reservations or vehicle rental, when arranging the aforementioned services, Air Changan is merely acting as an agent for the passenger, and does not assume responsibility for whether the passenger receives these services or not, and does not guarantee their quality. The provisions and regulations of the third party service provider are applicable to these services.

**15.2** If Air Changan also provides ground carriage for the passenger, these conditions are not applicable to the ground carriage service.

#### **Article 16 Administrative Procedures**

### 16.1 General

- 16.1.1 The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through and with Air Changan' Regulations and instructions.
- 16.1.2 Air Changan shall not be liable for any aid or information given by any agent or employee of Air Changan to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and travel requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### 16.2 Travel Documents

- 16.2.1 The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit Air Changan to take and retain copies thereof.
- 16.2.2 Air Changan reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit Air Changan to take and retain copies thereof.

### 16.3 Refusal of Entry

- 16.3.1 The passenger agrees to pay the applicable fare whenever Air Changan, on government order, is required to return a passenger to his point of origin or elsewhere owing to the passenger's inadmissibility into a country, whether of transit or of destination.
- 16.3.2 The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Air Changan.

### 16.4 Fines, Detention Costs, etc.

If Air Changan is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse Air Changan any amount so paid or deposited and any expenditure so incurred.

### 16.5 Customs Inspection

- 16.5.1 If required, the passenger should be present at the inspection of his/her baggage, checked or unchecked, by customs or other government officials.
- 16.5.2 Air Changan is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with the above-mentioned requirement.

# **16.6 Security Inspection**

The passenger shall submit to any security checks by government or airport officials or by Air Changan.

# 16.7 Laws and Regulations

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

### **Article 17 Liabilities and Limitations**

- **17.1** Subject to any limit under the Montreal convention, and the limit provided below. Air Changan will be liable for damages to the passenger occurring on the aircraft or while boarding or descending the aircraft.
- 17.2 Air Changan will be liable for any destruction, loss or damage to checked baggage occurring during carriage in flight or within a period controlled by Air Changan. However, Air Changan will not liable for damage to baggage (including checked baggage, unchecked baggage and hand baggage) if it is caused by the defect, quality or flaw of the baggage.
- **17.3** Air Changan will liable for the damages of unchecked baggage and hand baggage caused by the mistake of Air Changan, its employees or agents.
- **17.4** Air Changan will be liable for the damage to the passenger and baggage caused by Air Changan' delay in the transportation. However, Air Changan will not be liable for these damages if Air Changan' proves that it or its employee or agent has taken all reasonable measures to avoid the damage or that it was impossible for him/her to take such a measure.
- 17.5 When a ticket is used for carriage by Air Changan and another carrier or is a non-stop passenger ticket, those carriages should be viewed as separate. Air Changan is liable only for damage occurring on its own carriage flights. Air Changan issuing a ticket or checking baggage over the lines of another carrier does so only as an agent for that other carrier. For checked baggage, the passenger may seek compensation from the carrier that is listed first or last on the ticket or baggage check.
- 17.6 If it is confirmed that the damages mentioned in this article are caused or facilitated by the faults of the claimant or the one from whom the claimant obtains rights, Air Changan will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the losses. If it is confirmed by Air Changan that a person other than the passenger requires compensation for the passenger's injury or death and such injury or death is caused or facilitated by the passenger's own fault, Air Changan will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the injury or death.

This provision is applicable to all liability provisions in this article.

- 17.7 Air Changan' liability for compensation is limited to compensatory damages according to these conditions. Air Changan does will not undertake any punitive, exemplary or any other non-compensatory damages under any circumstances.
- **17.8** The specific items and calculation standards for liabilities for compensation mentioned in this article are determined by the law of the People's Republic of China.

When passengers appoint to seek compensation from Air Changan, proof of the reasonableness of the aforementioned requests for compensation needs to be provided according to the request of Air Changan.

# 17.9 Compensation liability limitations for physical harm

Under the situations listed below, Air Changan does not assume responsibility for any part of damage compensation exceeding the then-applicable limit of special drawing rights created for each passenger according to 17.1.

- 17.9.1 Injury or death caused to passengers that is not caused by the mistake or other misconduct or inaction by Air Changan, its employees or agents.
- 17.9.2 Injury or death to a passenger that is caused by the mistake or other misconduct or inaction by a third party.

### **17.10** Delay and baggage, goods and compensation liability limitations

For damage caused due to delay during the passenger's carriage, the compensation owed by Air Changan to each passenger will be limited to the then-applicable limit under the Montreal convention

For damage caused by the destruction, loss, damage or delay of baggage during baggage carriage, the compensation owed by Air Changan to each passenger will be limited to the then-applicable limit under the Montreal convention.

17.11 For passengers that accept checked baggage and do not raise any objection initial at the place of acceptance, this will be regarded as initial evidence of Air Changan having already completed its obligation of transporting the baggage and handing it over to the passenger in its complete state.

If the passenger discovers that the checked baggage has been destroyed or damaged, he/she should raise an objection to Air Changan in writing within seven days of the day he/she collected the checked baggage. If the passenger discovers a delay with the baggage, he/she should raise an objection to Air Changan in writing within 21 days of the collection of the baggage.

### **Article 18 Miscellaneous**

- **18.1** There are two versions of these Conditions, a Chinese version and an English version. In the event of any language dispute, the Chinese version will be taken as final.
- **18.2** These conditions have been put on record in the Civil Aviation Administration of China (CAAC) and will officially come into effect and be implemented on 15 Jun 2023. For contracts of carriage settled after this date, these conditions shall be used.
- **18.3** After these conditions come into effect, Air Changan has the right to amend the text of these conditions. However, for reserved contracts of carriage made before the date of the new "Air Changan Co., Ltd. General Conditions of International Carriage for Passengers and Baggage" coming into effect, these conditions will still be used.

Air Changan Co., Ltd. has the right to interpret these conditions.