

# AIR JUAN AVIATION, INC.

## GENERAL TERMS AND CONDITIONS

AJAI LD 2016-12-01-01-AJATOC-03

Adopted: 01 December 2016

CAB Approved: 19 December 2016



### 1.0 Applicability.

These **General Terms and Conditions** (the "**Conditions**") of the Contract of Carriage shall apply to all domestic scheduled flights or flight sectors offered and actually operated by Air Juan Aviation, Inc. (the "**Airline**") as appearing in its Ticket(s), for the carriage of passengers and baggage, whether performed gratuitously or for compensation or reward, and to any liability Airline may have resulting from the operation and rendition of such carriage. Unless otherwise provided by the Airline, these Conditions shall similarly apply for charters or reduced fare carriage conducted by the Airline. These are the Conditions referred to in the Airline's Tickets, the Airline's website, as well as in applicable international treaties and conventions unless otherwise stated herein.

To the extent that any provision contained or referred to herein is contrary to any applicable laws, other conventions and treaties, government regulations, orders or requirements that cannot be waived by the agreement of parties, such conditions shall apply. The invalidity of any provision of these Conditions shall not affect the validity of any other provision.

No employee, agent or representative of the Airline is authorized to modify or change these Conditions. These Conditions however may be modified or changed without notice upon the approval/directive of the Philippine Civil Aeronautics Board ("**PCAB**"), provided no such change shall be effective after a Ticket has been issued by the Airline.

These Conditions, together with the Passenger's Ticket shall constitute the Contract of Carriage (the "**Contract**") between the Airline and the Passenger.

### 2.0 Interpretation.

The language used in this document is English. Should there be different translations of the terms mentioned herein, English shall be sole language used in the interpretation of these General Terms and Conditions.

Headings to clauses in this General Terms and Conditions are for convenience only and are not intended to affect their meaning.

The definitions of the terms used herein are actually defined in this General Terms and Conditions.

### 3.0 Ticket, Carriage of Passenger, and Acceptance to be bound by these Conditions.

Airline will accept and carry a Passenger only: (a) if he/she is named in the Ticket; (b) his/her booking and full payment of the Fare is confirmed by the Airline/Sales Agent; (c) has passed all necessary health, safety and security checks and inspections, and (d) upon presentation of proof of identification and such valid travel documents that may be required by applicable law. Flight reservations are only valid for the flights, dates and routes/sectors stated in the Ticket, and is not

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confirmed until full payment is made. By accepting the ticket, after having explained to the passenger in English or Filipino or in the dialect that is easily understood by the purchaser, the Passenger is deemed to have read and understood this General Terms and Conditions and agrees to be bound thereby.

A ticket is non-transferable except as provided for in these Conditions and other Airline regulations and tariffs. No substitution of passenger name will be allowed on the reservations and ticket unless otherwise permitted by the Airline.

The Passenger will be required to submit a competent proof of identity that may be checked by the airline upon check-in.

**4.0 Fare, Taxes, and Surcharges.**

Fares shall only pertain and apply to the carriage from the airport/jetty port at the point of origin to the airport/jetty port at the point of destination. Unless otherwise provided by for by the Airline, Passenger shall shoulder other charges in addition to the Fare. Such additional charges may be in the form of taxes, fees, charges imposed by an authority, or airport operator, or a government in respect to the Passenger, or Airline surcharges and administration fees approved or authorized by the government.

All fares shall be paid in Philippine Pesos unless otherwise specifically provided.

If the payment for the ticket was made with a credit card that is not under the name of the Passenger, Airline shall require the presentation of a photocopy of the credit card bearing the name and signature of the credit card's owner.

For landplanes, Infants sitting on an adult's lap shall be charged a minimal handling fee of ONE THOUSAND PESOS ONLY (P1000.00) and taxes, fees, and other charges not imposed by the airline but required by appropriate government authorities, if any. An infant below eight (8) days old may not be allowed on board the aircraft due to safety reasons. For seaplanes, Infants are not charged but prior arrangements should be made with the Airline.

**5.0 PWDs and Filipino Senior Citizen's Discounts.**

During a booking, a Person with Disability (PWD) or Person with Reduced Mobility (PRM) is entitled to a twenty percent (20%) discount on a regular fare and exemption from Value Added Tax (VAT) for domestic air travel upon presentation of a valid identification card issued by the National Council on Disability Affairs (NCDA) or the Local Government Unit. The 20% discount shall be applicable only for air fares and for payment over the counter or through authorized sales agent.

A Senior Citizen and PWD is entitled to a 20% discount on regular fare for domestic air travel and exemption from VAT on fares only on the purchase of the itinerary for the Senior Citizen's exclusive use. Provided that, upon purchase, a Senior Citizen must present valid and acceptable proof of identification issued by the government.

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Such discounts shall only be made based on the Regular/Full Fares but a PWD or a Filipino Senior Citizen may elect to avail of an Early Bird or Savers Fare if the same is more than the government mandated discount.

**6.0 Booking Confirmation.**

The Airline flight bookings maybe made directly on the Airline's website, through reservations numbers, or through its authorized agents.

A seat is considered confirmed only if the fare and all applicable taxes, fees, and charges are paid in full by or for the passenger and when the Airline receives the payment directly or through its authorized agents and representatives.

Full fare and Saver fare reservations made outside the 7 days prior to departure may be held for up to 48 hours pending full payment. Should there be no payment received within that time, the reservation is cancelled immediately.

**7.0 Optional/Add-On Services.**

Upon the request or confirmation of the Passenger and payment of applicable fees and charges, the Airline may make arrangements for the Passenger with third parties to provide services (such as but not limited to hotel, land or sea transport) other than carriage by air (the "**Optional / Add-On Services**"), and issue tickets or vouchers relating to such Additional Services. Passenger agrees that Airline shall be acting merely as its agent, and that the terms and conditions, limits of liabilities of such third parties shall apply. Airline shall not warrant nor shall it be made liable for any acts or omissions of such third parties. Passengers are therefore reminded and notified to review such third party terms and conditions which can be arranged by the Airline.

**8.0 Summary of Fare Rules and Conditions.**

<b>CONDITIONS</b>	<b>EARLY BIRD</b>	<b>SAVER FARE</b>	<b>FULL FARE</b>
<b>FREE BAGGAGE ALLOWANCE</b>	10kgs	10kgs	10kgs
<b>ADDITIONAL FREE BAGGAGE ALLOWANCE</b>	NONE	NONE	Up to 23kgs* (*subject to availability)
<b>ADDITIONAL BAGGAGE FEES</b>	P100 per kg over 10kg	P100 per kg over 10kg	P100 per kg over 33kgs
<b>INSURANCE</b>	INCLUDED	INCLUDED	INCLUDED
<b>REBOOKING</b>	Up to 7 days before the flight	Up to 72 hours before the flight	Up to 48 hours before the flight
<b>CANCELLATION</b>	Up to 7 days before the flight	Up to 72 hours before the flight	Up to 48 hours before the flight
<b>NAME CHANGE</b>	NOT ALLOWED	NOT ALLOWED	ALLOWED WITH PHP1500 FEE
<b>NO SHOW</b>	NON-REFUNDABLE	STAND-BY on next available flight with payment of rebooking fee	STAND-BY on next available flight at no additional cost on the same route

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**9.0 Refund.**

Unless otherwise provided for in these Conditions or in the Airline's regulations and tariffs, fares are not refundable.

Refund therefore will be in accordance with the type of ticket purchased and its restrictions. The Airline shall ensure that such restrictions will be indicated in its published tariffs and while Passengers are advised to review the fare type/ticket restrictions being purchased.

For causes attributable to the airline, a full refund is due to the passenger when there are flight disruptions/cancellations due to the airline's operational requirements. The passenger may choose to refund the payment made either in cash or reversal of credit card payment, subject to the internal refund policies of the airline. The passenger may also choose to place the fare for the cancelled flight to a Flight Credit or Travel Fund which can be used to any of the domestic flights of the airline. Should the passenger choose to avail this, an additional Twenty-Five (25%) credit shall be added by the airline to the passenger's Flight Credit or Travel Fund.

In addition to the Conditions herein allowing Refunds, Airline shall likewise Refund the Fare for the following grounds: (a) Death; or (b) Serious Illness immediately before the scheduled flight; subject to the presentation and submission of sufficient documentary proof to the Airline, but in these cases, the airline will not provide an additional 25% credit.

Refunds will only be made to the Passenger named in the Ticket, or to the person who has paid for the ticket upon presentation of proof satisfactory to the Airline.

**10.0 Voluntary Cancellation and Rebooking.**

Unless otherwise provided for in these conditions, rebooking of the ticket may be availed of by the Passenger upon fulfillment of the following: (a) written request is made by the Passenger for a voluntary cancellation of his/her partial or entire reservation; (b) passenger's fare type/ticket is re-bookable; and (c) appropriate change fee and any fare difference is paid by the Passenger.

Cancellation and Rebooking of Early Bird passengers made within seven (7) days before the scheduled departure will result to forfeiture of the air fare. However, rebooking made more than 7 days before the scheduled departure shall be given a fifty percent (50%) flight credit which may be used within (twelve) 12 months from the date it was rebooked.

Cancellation and Rebooking of Saver passengers made within seventy-two (72) hours before the scheduled departure will result to forfeiture of the air fare. However, rebooking made more than 72 hours before the scheduled departure shall be given a one hundred percent (100%) flight credit which may be used within 12 months from date it was rebooked subject to payment of P1000.00 administrative fee.

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Cancellation and Rebooking of Full Fare passengers made within forty-eight (48) hours before the scheduled departure will result to forfeiture of the air fare. However, rebooking made more than 48 hours before the scheduled departure shall be given a 100% flight credit which may be used within 12 months from date it was rebooked, subject to payment of P1000.00 administrative fee.

**11.0 Schedules & Changes of Schedules.**

Schedules are subject to change without prior notice. The times reflected on the ticket, timetables, or elsewhere are approximate and not guaranteed, and do not form part of this Contract. There is a particular time fixed for the commencement or completion of carriage and may be changed as circumstances may warrant.

The Airline however will exert reasonable efforts to notify affected Passengers of any change or postponement of the flight scheduled through the contact details which the Passenger provided at the time of booking.

**12.0 Connecting Flights.**

Airline is strictly a point-to point carrier is not responsible for any connecting flight of the Passenger or for any misconnection arising from any reason whatsoever. Passengers therefore are advised to book their return flight a day earlier to avoid misconnection of flights. The Airline will not assume responsibility for any misconnection.

**13.0 Flight Delays, Diversions and Cancellation.**

**"Delay"** is when a flight has been deferred to a later time than its scheduled time and such scheduled time has not been changed in advance by the Airline.

**"Diversion"** is when a flight is operated from the scheduled origin point to a point other than the scheduled destination point in the Airline's published schedule.

**"Cancellation"** is when a flight is not operated by the Airline for some reason.

**"Force Majeure"** is when a flight is not operated because of conditions beyond the Airline's control such as but not limited to an act of God, storms, typhoons, heavy rains or unusually severe weather.

At any time after booking has been made, the Airline, may cancel, terminate, divert, postpone, reschedule, or delay any flight for reasons of safety, commercial, maintenance, operational or for such reasons which are beyond the control of the Airline.

In case of Terminal Delay for at least three (3) hours from scheduled time of departure, whether or not such is attributable to the airline, a passenger shall have the right to:

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- a. Be provided with refreshments or meals, free phone calls, SMS, or e-mails, and first-aid, if necessary; and
- b. Rebook or refund his/her ticket or be endorsed to another airline.

In case such Terminal Delay extends to at least six (6) hours after the scheduled time of departure for causes attributable to the airline, it shall be deemed cancelled and affected passengers shall be given the following:

- a. Additional compensation equivalent to at least the value of the sector delayed or deemed cancelled to be paid in the form of cash or travel credits; and
- b. The right to board the next available flight if it takes place more than six (6) hours after the scheduled time of departure and the affected passenger has not opted to rebook and/or refund.

The Airline shall endeavour to provide assistance to the Passenger in getting to his/her destination but shall not be responsible for paying the costs or expenses the Passenger may incur as a result of such Delay, Diversion, or Cancellation which is justified or beyond the control of the airline.

In the event of any loss, damage, delay, deviation, cancellation or prevention of the completion of the flight schedule resulting from:

- a. Force Majeure (such as but not limited to an act of God, storms, typhoons, heavy rains, unusually severe weather conditions, seizure under legal process, quarantine restrictions, fire, fog, inadequacy of field conditions of the airports, riots or civil disturbances, strikes or labor stoppage, war, whether local or international, or hazards or dangers incident to a state of war, or any other acts, matters or things, whether or not of a similar nature);
- b. Safety or Operational reasons whether such had been capable to be foreseen or not; and
- c. For causes beyond the control of the airline.

The airline shall endeavor to accommodate the passenger at a later flight if available or in the event such later flight is not availed of by the Passenger or there is no such available later flight, to refund/reimburse the corresponding amounts paid by the passenger.

**14.0 Check-In Period/Check-in Deadline.**

As a rule, check-in counter(s) of the Airline shall open One (1) Hour before and shall close Twenty (20) Minutes before the scheduled flight departure time (the "**Check-in Period**"). The Airline, without liability, reserves the right not to accept the Passenger for travel or cancel the Passenger's reservation or move his/her reservation to waitlist status if the Passenger fails to check in Thirty (30) Minutes before the scheduled departure time (the "**Check-in Deadline**"). Passengers who arrived and are within the cordoned Check-In Area of the Airline or are lined up at the Airline's Check-In counters at least One (1) Hour before the designated time of departure shall be processed for Check-In. Failure of the Passenger to

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present himself/herself to the Airline for Check-in shall be considered as a No-Show.

In the following specific routes, unless otherwise provided by the airline, the following check-in time and location shall apply:

DEPARTURE PLACE	CHECK-IN TIME	LOCATION
Air Juan Seaplane Terminal Manila	At least 30 minutes before ETD	Air Juan Seaplane Terminal, Pasay City, Metro Manila
Subic Bay	At least 45 minutes before ETD	Subic Bay International Airport Terminal
Puerto Galera	At least 30 minutes before ETD	Seaplane Pick-up location
Boracay Island	At least 30 minutes before ETD	Seaplane Pick-up location
El Nido Resorts	At least 30 minutes before ETD	Seaplane Pick-up location
Busuanga Bay Lodge	At least 30 minutes before ETD	Resort Lobby
El Rio Y Mar Resort	At least 30 minutes before ETD	Resort Lobby
Huma Island Resort	At least 30 minutes before ETD	Resort Lobby
Two Seasons Island	At least 30 minutes before ETD	Resort Lobby
Caticlan/ Boracay	At least 45 minutes before ETD	Caticlan Airport
Puerto Princesa	At least 45 minutes before ETD	Puerto Princesa Airport
Cuyo	At least 30 minutes before ETD	Cuyo Airport
Busuanga/Coron	At least 45 minutes before ETD	Busuanga Airport

**15.0 No-Show & Forfeiture of Payment.**

Passengers who (a) fails to present themselves to the Airline for Check-in or (b) if Checked-in but fails to show up for Boarding prior to the Boarding Deadline, or (b) fails to board the aircraft at the designated time, the Airline, without liability whatsoever, shall offload the Baggage of the Passenger (in case of accepted Baggage) and proceed with the flight without such Passenger, who shall be considered a No-Show.

For Full Fare may be allowed to fly stand-by or be a chance passenger on the next available flight over the same route within 24 hours with no additional cost but subject to space availability. Saver passengers may be allowed to fly stand-by or be a chance passenger on the next available flight within 24 hours subject to payment of fare differential and space availability. Should these passengers

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fail to get a flight within the next available flight within 24 hours, the tickets shall be forfeited and it shall be considered as flown.

A No-Show of an Early Bird ticket shall mean that the flight and ticket will be considered flown and payments made therefore shall be forfeited. The Passenger therefore will not be entitled to a refund or to rebook such consumed flight.

**16.0 Check-In Requirements & Travel Documents.**

Passengers (whether adult, child or infant) are required to present a valid proof of identity and other information relating to the Passenger's intended flight and itinerary. For Infants, below two (2) years of age on the date of flight, proof of age such as birth certificate maybe required by the Airline. The Passenger is solely responsible for and must possess and have available for presentation as required by relevant authorities all entry and exit, health and other documents (the "**Travel Documents**") required by law, regulation, order, demands or requirements of countries concerned.

Passengers are required to confirm the applicable Travel Documents required either by law, rule, regulation or policy. Failure to present the required Travel Documents or the same not being in order may result in the Airline's refusal to proceed with the carriage of the Passenger and/or Baggage.

**17.0 Right to refuse carriage.**

The Airline may refuse carriage of the passenger and/or baggage if, upon judgement of the airline such refusal is necessary:

- A. For safety and security reasons;
- B. In order to comply with applicable laws, rules or regulations;
- C. To ensure the health, comfort or welfare of the passenger himself/herself and/or the other passengers/crew;

Airline likewise may refuse such carriage on the following grounds:

- A. Passenger's current mental (including intoxication) or physical state renders him/her unfit to fly or poses a health hazard to the passenger or the other passengers and crew aboard the aircraft;
- B. Passenger has committed a misconduct during check-in, or has been previously found to have committed such or has been deplaned in a previous flight, including physical or verbal abuse of airline staff, agents, representatives or other passengers;
- C. Passenger refuses to observe and abide by the instructions of the airline;
- D. Passenger has not paid the applicable fare and taxes, fees, surcharges, or has not fully paid the same;
- E. Payment has been determined to have been made fraudulently, credit card used could not be authenticated or has been found to be fraudulently used or has been subsequently reported to be lost or stolen;



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- F. Ticket has been found to be fraudulently obtained or is a counterfeit or has been altered;
- G. Passenger cannot present sufficient proof of identity, that he/she is the one named in the ticket, or airline cannot sufficient establish that he/she is the passenger named in the ticket;
- H. For grounds specifically provided for in these conditions; and
- I. Any other event or circumstance similar or analogous to the foregoing.

**18.0 Carriage of persons requiring special assistance, passengers with reduced Mobility, Illness or a Medical Condition and Additional Costs.**

Passengers requiring special assistance (Persons with Reduced Mobility, Illness, Special Conditions) are required to notify the Airline in advance and arrange the availability of such special assistance with the Airline upon booking. Passenger shall accomplish and submit a Special Handlings Form to the Airline upon booking his/her Ticket. There may be additional costs related to the provision of such special assistance and these shall be for the account of the requesting Passenger.

Failure by the Passenger to advise the Airline upon booking and pay such additional costs (if any) will render the service unavailable and result in the Airline's refusal to carry the Passenger.

Passengers with reduced mobility, illnesses or a medical condition are likewise required to submit a medical certificate at Check-In confirming fitness to fly and. Airline however, reserves the right to determine a Passenger's fitness to fly and deny boarding to passengers suffering from infectious, contagious or chronic diseases.

**19.0 Expectant Mothers.**

Passengers who are Expectant Mothers are required to advise the Airline of their condition during booking and at the time of check-in. Expectant Mothers are similarly required to accomplish and submit a Special Handlings Form to the Airline upon booking their Ticket which shall be a pre-condition to be accepted for carriage.

Airline does not accept carriage of Expectant Mothers who are or will be Thirty Four (34) Weeks in their gestation period at the time of the intended travel.

Pregnant women below Thirty Four (34) Weeks in their gestation period at the time of the intended travel are, in addition to the submission of a duly accomplished Special Handlings Form, are likewise required to submit a Medical Certificate confirming their Fitness to Fly issued by the Passenger's qualified physician which shall be issued at most Seven (7) Days prior to the intended date of travel.

**20.0 Unaccompanied Child and Minor.**

As a policy, the Airline shall refuse carriage of an unaccompanied Child.

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Unaccompanied Minors however may be allowed carriage provided that: (a) they are accompanied by an adult; (b) have been properly endorsed to the Airline at check-in by the Child's parents or duly authenticated guardian(s); (c) Airline has been furnished a copy of the travel documents required of minors; (d) the prescribed airfare is paid; and (e) they have an assured pick-up at the airport of destination.

**21.0 Baggage, Free Baggage Allowance and Excess Baggage.**

"**Baggage**" means such articles, effects and other personal property accompanying the passenger, whether checked in the cargo compartment or carried in the passenger compartment of the aircraft.

Free Baggage Allowance shall be dependent on the Fare. Passengers are advised to abide by the applicable baggage allowance. As a rule, all passengers are entitled to a 10 kgs. free baggage allowance except Full Fare passengers who shall be entitled to 10kgs, plus an additional 23kgs. allowance, subject to space availability. Additional baggage fees of P100/kgs shall be charged for excess baggage over these limits. A fraction thereof shall be considered as excess baggage.

Infants are not entitled to any baggage allowance. Subject to space and weight limitations however, Airline may carry free of charge an infant's collapsible pram or stroller.

Passengers likewise may not apply the unused baggage allowance of other passengers.

Airline reserves the right to dispose of Baggage or objects left unclaimed for more than Thirty (30) Days after the arrival of the flight.

**22.0 Hand Carried Baggage.**

A Passenger (excluding an Infant) may be allowed to hand carry aboard the aircraft only Two (2) Bags whose weight and dimensions shall not exceed the following: (a) Height – 12"; (b) Width – 6"; (c) Length – 16"; with a total (d) Weight of more than 7 kgs such as purses, laptops, camera bags or daypacks.

All other baggage exceeding the above weight and dimensions are required to be checked-in. Notwithstanding, however, Airline reserves the right to transfer such hand-carried baggage to the cargo compartment if due to safety or operational considerations.

**23.0 Checked-In Baggage.**

Baggage intended to be Checked-In should be properly packed and bear sufficient identification labels in addition to compliance with other applicable Airline rules and regulations. If accepted by the Airline, Checked-In Baggage will be carried on the same aircraft as the Passenger unless determined by the Airline

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that for safety, security or operational reasons, the same will be carried in an alternative flight.

**24.0 Bulky, Special, Valuable Goods, Sports, and Recreational Equipment.**

Passengers intending to travel with: (a) Bulky; (b) Special; (c) Valuable Goods; (d) Sports or (e) other recreational equipment such as kite boards, sports and diving equipment, and surfer boards shall first advise and make arrangements with the Airline during booking. Passengers carrying such goods or equipment are required to check-in One (1) Hour prior to the scheduled time of departure.

Carriage of such articles are subject to Airline's Policies and Procedures. Passengers shall likewise ensure that such goods or equipment are properly packed. Airline nonetheless reserves the right to refuse carriage of such goods and equipment if in its judgment the same shall pose a safety or operational risk to the flight, the aircraft or other passengers and crew.

**25.0 Delayed, Lost, or Damaged Baggage.**

Passenger's Baggage will be carried on the same aircraft as the Passenger. However, if due to safety, security or operational considerations, Airline reserves the right to either refuse carriage of a Baggage or carry it on another flight.

If carried in a subsequent flight, Airline shall deliver the Baggage to the Passenger unless applicable laws, rules or regulations requires the presence of the Passenger. For every Twenty Four (24) Hours of delay in such delivery counted from One (1) Hour from the arrival of the flight at the airport of destination, Airline will tender an amount of Two Thousand (PHP 2,000.00) Pesos to the Passenger as compensation for the inconvenience.

For lost or damaged Baggage, the applicable Limits of Liabilities as provided in these Conditions shall apply.

**26.0 Smoking, Alcohol, & Electronic Devices.**

**ALCOHOL.** Only Alcoholic drinks that may be served by the Operator shall be allowed in-flight. Otherwise, no other alcoholic drinks shall be allowed to be served during the duration of the flight. Violation of this rule shall subject each passenger concerned and the Charterer, if any, a penalty of One Hundred Thousand Pesos (P100,000.00.) This is without prejudice to the actual damages that the Operator may claim to the Charterer of Passenger in case the aircraft and any of its facilities are damaged due to intoxication of the Passenger.

**SMOKING:** In compliance with the Philippine Civil Aviation rules and regulation, all kinds of smoking, including electronic cigarettes shall not be allowed for the whole duration of the flight. Violation of this rule shall subject each passenger concerned and the Charterer, if any, a penalty of P100,000.00.

**USE OF ELECTRONIC DEVICES:** Shall be allowed on silent mode upon express instructions of the Pilot-In-Charge taking into consideration the safety and

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security of the Passengers/Guests and the aircraft. In accordance with Philippine Civil Aviation rules and regulations, all SAMSUNG NOTE 7 devices shall not be allowed on-board the aircraft.

## **27.0 Security Inspections and Dangerous / Prohibited Articles.**

The Passenger agrees to submit to any security or health inspection or checks by governments or airport officials.

The Airline reserves the right to search the Passenger's baggage in their presence if available, and in their absence if they are not available, for purpose of determining whether they are in possession of or whether their baggage contains any unacceptable or prohibited items.

If the Passenger refuses to comply with such search, the Airline reserves the right to refuse the Passenger and Baggage without refund of fare and without any liability to the Passenger.

The following shall be refused to be carried as Baggage or in the aircraft: (1) Improperly packed Items, suitcases, or containers; (2) Items which are likely to endanger the aircraft or the other passengers or the personnel of the Airline; (3) Items which in the judgement of the Airline poses a safety or operational risk to the flight; (4) Items whose weight, dimensions, shape, size or character is unsuitable for carriage in accordance with the judgement of the Airline; (5) Fragile or perishable items unless Passenger executes a Release and Waiver Form relieving the Airlines of any liabilities; (6) Live or dead animals; (7) Human remains; (8) Weapons or ammunition of any kind; (9) Prohibited and illegal items; and (10) Dangerous articles such as, but not limited to the following are prohibited to be carried as Baggage or in the aircraft: (a) COMPRESSED GASES (deeply refrigerated, flammable, non-flammable and poisonous such as butane, oxygen, liquid nitrogen and aqualung cylinders; (b) CORROSIVES, such as acids, alkalis, mercury and wet batteries; (c) EXPLOSIVES, like munitions, fireworks, flares, firecrackers, dynamites, blasting caps, black powders, bursters, percussions, cartridges; (d) FLAMMABLE liquids and solids such as lighter, matches, paints, thinners and firelighters and other material and substance that are combustibles and self-igniting chemicals; (e) RADIOACTIVE materials; (f) OXIDISING materials like bleaching powders and peroxides; (g) BRIEFCASES attaché cases and similar items with installed alarm devices; (h) POISONOUS AND INFECTIOUS substances like pesticides, weed killers, live virus materials and other substances which can kill, injure and impair a living organism; (i) MEDICINAL DRUGS with any form of alcohol.

## **28.0 Boarding Time.**

The passenger must arrive at the boarding gate at the airport of departure at least Forty-Five (45) Minutes prior to the scheduled time of departure. Boarding Gates shall close Twenty (20) Minutes before departure (the "**Boarding Deadline**"). Failure of a Passenger to present himself/herself at the boarding gate on the actual boarding time shall be considered as a No-Show.

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**29.0 Denied boarding compensation.**

“**Denied Boarding**” takes place when a passenger, holding a confirmed reserved seat and presented him/herself for carriage at the designated time and place and has fully complied with the Airline's Check-In and reconfirmation procedures, and who is acceptable for carriage under the Airline's tariff, is not allowed to board the aircraft due to unavailability of space or other security reasons.

For Domestic flights, such affected Passenger will be paid the full value of the unused portion of his/her Fare plus twenty percent (20%) of the value of his/her ticket.

Such amount shall constitute liquidated damages. In addition to such liquidated damages, the affected Passenger shall be entitled to priority booking for the next available flight and at the option of the Passenger, in lieu of a refund, to use the same Ticket for the flight he/she was denied to board.

Notwithstanding the above, a Passenger shall not be eligible for Denied Boarding Compensation if: (a) unavailability of space for the affected Passenger is due to government requisition of the space/seat or aircraft or is due to substitution of equipment of lesser capacity when required by causes beyond the control of the Airline; or (b) the flight has been Cancelled due to fortuitous events; or (c) Airline arranges for comparable air transportation which, at the time such arrangement is made, is scheduled to arrive at the place of the Passenger's next destination or stop-over not later than Three (3) Hours from the scheduled time of arrival of the flight he/she holds a confirmed reservation but was not boarded.

**30.0 Passenger Conduct.**

All Passengers are entitled to a safe, secure and convenient air travel experience. The Airline therefore shall not tolerate unruly and disruptive behaviour or conduct from Passengers at the airport or during the flight that, in its judgement would tend to interfere with the flight or put the safety, security or convenience of the Passenger or other Passengers and the crew at risk. Passengers therefore are required to follow and abide by Airline's policies, procedures, and such other instructions of the Airline's ground or flight crew.

In addition to possible refusal of carriage or action to compel disembarkation of the Passenger, without any liability to the Airline, Airline shall take such appropriate measures as in its judgement is reasonable, including use of physical restraint or force on Passengers whose conduct is deemed or tends to endanger any person or property within the airport or on-board the aircraft; or obstructs / hinders the performance of Airline's ground or flight crew's duties; or fails / refuses to comply with Airline's policies, procedures or instructions; Passenger uses any threatening, abusive, insulting words, actions or conduct towards any of the Airline's crew or other passengers; or behaves in a manner that causes discomfort, inconvenience, damage, injury to other persons or property, or such other analogous cases or circumstances.

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Passenger shall be held liable for all costs, damages and liabilities Airline may incur as a result of: (a) any misconduct, or (b) delay, suspension, or diversion of the aircraft for reasons attributable to such Passenger.

**31.0 Limits of Liability in Domestic Carriage.**

**Domestic Carriage of Persons.** In the Domestic Carriage of Persons, Airline's liability for death, injury (including loss of earning capacity) attributable solely to the act, omission or negligence of the Airline and not due to any cause(s) beyond the Airline's control, shall not exceed the sum of Two Hundred and Fifty Thousand (PHP 250,000.00) Philippine Pesos per Passenger.

**Domestic Carriage of Baggage.** For Unchecked Baggage or objects, the liability of the Airline for any loss, damage or delay attributable solely to the gross negligence or wilful misconduct of the Airline and not due to any cause(s) beyond the Airline's control, is limited to Four Hundred (PHP 400.00) Pesos per Passenger. For Checked Baggage or objects, the liability of the Airline for any loss, damage or delay attributable solely to the gross negligence or wilful misconduct of the Airline and not due to any cause(s) beyond the Airline's control is limited to Forty (PHP 40.00) Philippine Pesos per kilogram, unless the Passenger declared a higher value at the time of checking-in the Baggage with the Airline and has paid the appropriate sum therefore in accordance with the Airline's Tariffs. In such event, Airline's liability shall be limited to that higher declared value only.

Any liability of the Airline will be reduced or mitigated by the negligence on the part of the Passenger which causes or contributes to the Death, Injury, Delay, Loss or Damage in accordance with applicable law.

Airline will not be liable for any loss or damage arising from its compliance with applicable laws or government rules and regulations for from the Passenger's failure to comply therewith.

In addition, Airline will not be responsible for normal wear and tear to checked Baggage and will not be liable for property carried on board by the Passenger and retained in their custody. ALL CLAIMS ARE SUBJECT TO PROOF OF VALUE AND LOSS.

**32.0 Time Limitation of Claims and Action.**

**Claim for Damage to Baggage.** Passengers are advised to completely inspect their Baggage upon retrieval from the Airline and while at the airport premises. Upon discovery of any loss or damage to their Baggage, Passengers are required to immediately report the same while at the airport premises to the Airline in writing. Failure to report such incident within four (4) hours from arrival as required herein shall constitute a waiver of any claim.

**Claim for Damages.** A Passenger's claim for damages will be extinguished if an action is not brought against the Airline within Two (2) Years of the date that the cause of action arises.

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### **33.0 Acceptance and Confidential Information**

By Booking, the Passenger acknowledges and confirms that he/she has read, consented to, agreed with, and accepted the Terms and Conditions of the Airline. The Airline undertakes not to disclose any information of the Passenger, that it acquired through booking, to Third Parties except when allowed by the Passenger, in response to a legal subpoena issued by a government authority, or in emergency situations when such information is necessary to be disclosed.

### **34.0 Governing Law and Venue**

The Airline is a company incorporated under the laws of the Republic of the Philippines and the Contract of Carriage and this General Terms and Conditions and the regulation issued by the Airline from time to time shall be governed by the laws of the Philippines. Any action or suit by or against the Airline must be brought before the competent courts of Taguig City, Metro Manila, Philippines to the exclusion of all other courts. However, any legal dispute shall first be brought to alternative modes of dispute resolution for possible amicable settlement or compromise.

The Airline will accept formal and legal notices or documents only at its Main Office in Taguig City, Metro Manila, Philippines.

All employees, agents, and representatives of the airline are prohibited from altering, modifying, or waiving any of these Terms and Conditions.

### **35.0 Definition of Terms**

**“Air Passenger Bill of Rights”** is a Joint Memorandum Circular issued by the Department of Transportation (DOTr), the Department of Trade and Industry (DTI), and the Civil Aeronautics Board (CAB), which aims to protect the rights of air passengers. This joint circular took effect on 21 December 2012;

**“Air Carrier”** refers to any Philippines-registered carrier operating scheduled or non-scheduled domestic and/or international flights. This may also be referred to as Airlines;

**“Airline”** as used in this General Terms and Conditions is referred to as Air Juan Aviation, Inc., Air Juan Aviation, or Air Juan;

**“Ancillary Services”** are revenues obtained from non-ticket sources, such but not limited to additional baggage fees, hotel bookings or packages, inflight meals, merchandise, travel insurance, sports equipment, etc. generated by direct sales to passengers, or indirectly as part of the passengers' travel experience;

**“Authorized Travel Agent”** means a passenger sales agent (which can include another airline) we have appointed to represent Air Juan in the sale of air transportation and other services;

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**“Baggage”** means any personal property accompanying but not necessarily owned by the passenger in connection with his/her flight. Unless otherwise specified, it includes both the passenger's Checked and Carried Baggage;

**“Checked Baggage”** means baggage which has been checked in for carriage in the cargo hold of the aircraft and for which the Airline has issued a Baggage Tag;

**“Hand Baggage”** means any baggage other than Checked Baggage including all items brought by a passenger into the aircraft cabin. Also known as “Hand-carried Baggage”, “Cabin Bag/Baggage”, “Hand Luggage”, “Carry-on Baggage”;

**“Off-loaded Baggage”** refers to baggage which has been checked in but has either not been put in or been subsequently removed from the cargo hold of the carrier;

**“Baggage Check”** means those portions of the Ticket which relate to the carriage of the Passenger's Checked Baggage;

**“Baggage Tag”** means a document issued by the Airline solely for identification of Checked Baggage;

**“Booking”** means the details which the Carrier or its Authorized Agent has entered in the Carrier's system relating to a journey to be made by a passenger.

**“Booking Reference”** or **“Record Locator”** is the alphanumeric code used in the Airline's reservation system pertaining to and identifying the passenger's confirmed and specific seat reservation. Also known as **“Confirmation Number”**, **“Passenger Name Record (PNR)”**;

**“Cancellation”** means the act of calling off a flight and may include any of the following:

- a) Cancellation by the air carrier before the estimated time of departure (ETD) with or without its fault;
- b) Cancellation by the air carrier after an unduly long delay;
- c) Cancellation by the passenger holding a regular fare/ticket;
- d) Cancellation by the government;”

**“Check-in deadline”** refers to the point in time before the published Estimated Time of Departure (ETD) on or before which a passenger must present himself/herself to the check-in counter not less than thirty (30) minutes before such ETD. The check-in deadline shall be determined by the Airline and may be changed from time to time;

**“Check-in period”** is the time when the Airline's check-in counters open to accept and process passengers checking in for their flights and closes not less than thirty minutes (30) minutes, before such ETD. The check-in period shall be determined by the Airline and may be changed from time to time;



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**“General Conditions of Contract of Carriage”** or **“Conditions”** means those statements contained in or delivered with the Itinerary, identified as such and which incorporate by reference, these Terms & Conditions and notices available at the Airline's offices and check-in counters;

**“Damage”** includes death, bodily injury to a passenger, loss, partial loss or other damage including to baggage, arising out of or in connection with carriage by air or other services incidental thereto as performed by the Airline;

**“Delay”** is the result of the deferment of a flight to a later time. **“Terminal Delay”** is a delay that occurs while passengers are still inside the terminal waiting for boarding. **“Tarmac Delay”** is a delay that occurs while passengers are already on-board the aircraft, reckoned from the closing of the aircraft doors, or when the aircraft is at the gate with the doors still open but passengers are not allowed to deplane.

**“Denied Check-in”** takes place when a passenger, who has presented himself/herself for check-in at the appointed area and at the appointed time, is denied or not processed for boarding a particular flight. **“Denied Boarding”** takes place when a passenger, who holds a confirmed reserved seat, and who has presented himself/herself for carriage at the proper time and place and fully complied with the carrier's check-in and reconfirmation procedures, and who is acceptable for carriage under the carrier's tariff, was not allowed to board the aircraft.

**“Electronic Ticket”** means the Itinerary issued by the Airline or on its behalf, the Electronic Coupon and if applicable, a boarding document. May also be referred to as **“Ticket”**;

**“Estimated Time of Departure”** or **“ETD”** means the projected time and date for a flight to leave or depart from a specific airport or city. Also known also as **“Expected Time of Departure”** and in the case of these Terms and Conditions **“Scheduled Time of Departure”**;

**“Fare”** means payment in consideration for the carriage of the passenger which may either be the fares offered on a regular basis (the **“Full Fare”**) or a those which are generally lower in price and usually limited as to the time, usage, and space availability and such other additional conditions (the **“Saver Fare”** or **“Early Bird”**).

**“Force Majeure”** means unusual and unforeseen circumstances beyond our or the Passenger's control and the consequences of which could not have been avoided even if all due care had been exercised. It may also be referred to as **“Fortuitous Events”**;

**“Itinerary”** means a document that includes the Passenger's name, flight information, booking number, Conditions of Contract and notices;

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**“No-show”** is the failure of a passenger to appear at the check-in counter within the check-in deadline or to show up at the boarding area at the time indicated on the boarding pass;

**“Overbooking”** is the practice by air carriers of selling confirmed reserved space beyond the actual seat capacity of the aircraft;

**“Passenger”** means any person, except members of the crew, carried or to be carried in an aircraft with the Airline’s consent; or the passenger identified and named in the ticket issued by the Airline;

**“Person with Disability”** or **“PWD”** refers to any person who is suffering from restriction or different abilities, as a result of a mental, physical or sensory impairment, to perform an activity in the manner or within the range considered normal for a human being;

**“Person with Reduced or Limited Mobility”** or **“PRM”** (EU Regulation No. 1107/2006) refers to a person whose mobility when using transport is reduced due to any physical disability (sensory or loco-motor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers;

**“Infants”** are children below Two (2) Years of age upon commencement of the flight. A **“Child”** as used in these Conditions are children aged between Two (2) Years and One (1) Day to Eight (8) Years. **“Minors”** are children aged between Eight (8) Years and One (1) Day to Twelve (12) Years.

**“Regulations”** refer to policies adopted by the Airline from time to time which the Airline may publish on its website or elsewhere, or statements contained in or delivered with the Itinerary, and notices available at the Airline’s offices or the offices of its authorized representatives and at the check-in area;

**“Route”** means the flight from the airport at the point of origin to the airport at the point of destination;

**“Seat”** means a seat in the Airline’s aircraft on a specific date and on a specific flight.

**“Sector”** means the flight from the airport at the point of origin to the airport at the point of destination. **“Sum of Sectors”** or **“Through Fares”** refers to a combination of two connecting sectors which will be treated as one flight and must be used in sequence as booked.

**“Senior citizen”** refers to any resident citizen of the Philippines at least sixty (60) years old who are entitled to certain benefits and privileges as provided for in Republic Act No. 9994, otherwise known as the Expanded Senior Citizens Act of 2010, and its Implementing Rules and Regulations;

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**“Stopover”** means a deliberate interruption of 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 us;

**“Tariff”** means the Airline's fares, rules, charges and related Conditions of Contract and restrictions published electronically or on paper;

**“Terms and Conditions”** means these General Terms and Conditions of Carriage;

**“Ticket”** as used herein includes the flight itinerary issued by the Airline or on its behalf and includes paper ticket, electronic confirmation, Electronic Ticket/Itinerary Receipt or electronic coupon, which includes the names of the passenger, flight and booking information and the conditions of carriage and accompanying notices and regulations;

**“Website”** means the internet site [www.airjuan.com](http://www.airjuan.com) which is used for the purposes of Passengers making online bookings and to access information about Air Juan;

-----NOTHING FOLLOWS-----