

**APPROVED BY**  
**Decree # 17 of**  
**Air Astana JSC President**  
**dated January 24, 2011**

**AIR ASTANA JSC**  
**RULES OF**  
**AIR CARRIAGE OF**  
**PASSENGERS AND BAGGAGE**

**Almaty 2011**

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## **INTRODUCTION**

Rules of Carriage of Passengers and Baggage are a key normative document which regulates activities of Air Astana JSC (hereinafter referred to as the “Airline”) during performance of air carriage of passengers and baggage and covers relations between the Airline and its clients.

Rules of Carriage of Passengers and Baggage of the Airline are developed based on Kazakhstan’s and international legal documents related to air carriage, recommendations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA).

*These Rules of Carriage of Passengers and Baggage must be found:*

- aboard each aircraft of the Airline;
- in departure airports of passengers (including check-in counters);
- sale agencies and representative offices of the Airline;
- in all offices of the Airline.

## **DEFINITIONS**

**AGENT** – a legal entity or individual which is authorized to act on behalf of the Carrier subject to a written agreement (power of attorney).

**PROPERTY IRREGULARITY REPORT (PIR)** – a document issued by the Carrier before a Passenger (Receiver) forthwith as soon as damage caused to any baggage is detected.

**AIRPORT TERMINAL (TERMINAL)** – a complex of structures designed to service departing and arriving passengers.

**AIRDROME** – a land plot specially equipped for takeoff, taxiing, parking and maintenance of aircraft.

**INTERNATIONAL AIRPORT** – an airport engaged in international air carriage in which customs, border and quarantine control are ensured.

**DESTINATION AIRPORT (POINT)** – airport (point) to which a Passenger or baggage must be delivered under an air carriage contract.

**TRANSFER AIRPORT (POINT)** – an intermediate airport (point) indicated in a ticket where a passenger changes for another flight within 24 hours to continue his/her itinerary under an air carriage contract.

**STOP-OVER AIRPORT (POINT)** - an intermediate airport (point) en route where a Passenger interrupts a flight for 24 hours or more under an air carriage contract.

**DEPARTURE AIRPORT (POINT)** – an airport (point) from which carriage begins under an air carriage contract.

**BAGGAGE** – belongings of a Passenger transported by such Passenger under an air carriage contract, and this notion includes both checked-in and unchecked baggage.

**CHECKED-IN BAGGAGE** – baggage of a Passenger accepted by the Carrier from a Passenger for carriage at its own risk and with a baggage receipt and a baggage label issued by the Carrier with respect to it.

**UNCHECKED BAGGAGE (carry-on baggage)** – baggage of a Passenger which during a carriage stays in a passenger cabin of an aircraft with consent of the Carrier and at the risk of a Passenger for its integrity confirmed by a Carry-On Baggage label.

**UNCLAIMED BAGGAGE** – baggage which arrived at a destination airport (point) indicated in a baggage label and not collected by a Passenger.

**BAGGAGE LABEL** – document issued by the Carrier solely for identification of checked-in baggage.

**EXCESS BAGGAGE** - baggage which number of pieces and/or weight exceeds a free baggage allowance fixed by the Carrier or requires a compulsory payment irrespective of a specified free baggage allowance.

**VIP LABEL** – document used for identification of baggage of very important persons.

**TICKET AND BAGGAGE RECEIPT** – a carriage document used to verify a Passenger and baggage carriage contract and its terms and conditions which sets out information about a carriage and has a following structure:

1. coupon for audit;
2. coupon for agent;
3. flight coupon (not more than four flight coupons in one ticket);
4. itinerary/receipt for a passenger

**BOOKING (request)** – a preallotment of a seat on an aircraft for carriage of a Passenger as well as volume and tonnage for carriage of baggage, cargoes and mail which is confirmed by an electronic entry into the booking system of the Airline which contains flight and any other information about a passenger, baggage or cargo with assignment of a unique digit-letter code. Two statuses “Unsold” and “Sold” can be assigned to a request.

**REGISTERED HIGH-SECURITY FORM** – a form of document fixed by the Airline to register type of services which are determined by requirements of the carrier.

**REFUND** – a payment to a Passenger or a person who paid a fare all or any cost of carriage or services which were earlier paid by him but were not used.

**AIR CARRIAGE** - carriage of a passenger, baggage, cargo and mail by aircraft subject to terms and conditions of a carriage contract.

**AIRCRAFT** – an aircraft intended for carriage of passengers, baggage and/or cargo.

**HAGUE PROTOCOL** - (Protocol of Amendments to the Convention for the Unification of Certain Rules for International Carriage by Air, 1955) – a document of amendments to the Warsaw Convention. Amendments are made in formulations of separate articles and in articles on measures and limitation of liability of the Carrier to a Passenger. Meanwhile the protocol specifies deadlines of claims.

**DAYS** – full calendar days, Sundays and official public holidays included. Used to determine validity term of carriage documents, reports and any other documents and to determine a finishing date of carriage, limitation period of claims. Days are counted from 00 of a day following a day when an event occurred or an action was made, and remaining hours of such day are disregarded. If end of any timeframe indicated earlier falls on Sunday or a public holiday, lapse of period shall be determined by a next following day.

**DATE OF CARRIAGE START** – date of a first flight segment.

**AIRCRAFT CHARTER CONTRACT** – an agreement, whereby one party (charterer) undertakes to deliver to another party (freighter) for a fee all or any capacity of one or several aircraft for one or more flights to transport passengers, baggage, cargo or post.

**SCREENING** – a set of actions conducted with application of technical and any other means intended to expose any substances and items which are banned for carriage (weapon, ammunition, explosive, highly flammable, radioactive, poisonous substances, etc.) or any other dangerous devices which can be used to perform any unlawful act.

**RUSH/EXPEDITE LABEL** – a document for registration and expedition of any found, delayed and missend baggage. It is used to deliver baggage to a destination point as per instructions of a baggage owner or carrier.

**TRANSIT AREA** – area in an international airport which is specially allocated for arrival of transit (transfer) passengers and controlled by authorized state bodies.

TRAVEL INFORMATION MANUAL (TIM) – a manual which contains statutory requirements for departure from/arrival in a country during air carriage (transfer, transit, stop-over, entry).

EXCESS BAGGAGE RECEIPT – document which confirms payment for carriage of baggage in excess of a free baggage allowance fixed for a relevant service class indicated in a relevant flight coupon of a ticket or items, carriage of which must be paid for (large-sized baggage, animals and birds, sports equipment, household appliances).

CIVIL AVIATION COMMITTEE OF THE REPUBLIC OF KAZAKHSTAN – a body of state management of air traffic of the Ministry of Transport and Communication of the Republic of Kazakhstan.

AUTHORIZED AGENCIES – agencies qualified to exercise authority and administrative functions based on authorities vested in them by the state.

CONVENTION (WARSAW CONVENTION FOR THE UNIFICATION OF CERTAIN RULES FOR INTERNATIONAL CARRIAGE BY AIR, 1929) – an interstate treaty which regulates carriage by air. The Convention regulates content and application procedure of carriage documents. The Convention determines a measure of liability of the Carrier for any damage to life and health of a Passenger, destruction, loss, damage of baggage and cargo as well as losses for any delay during an air carriage.

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) – a non-government international organization which develops recommendations as regards a level, composition and application rules of fares, uniform general rules of carriage, including standards of passenger service, and which effects mutual settlements between carriers, when Interline is available.

INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) – an inter-state international organization (a specialized UN agency) which regulates activities of the civil aviation, including use of the air space, flight safety, etc. and develops standards and recommended practice of arrangement of activities in civil aviation.

INTERNATIONAL VETERINARY CERTIFICATE – a document issued by a veterinary check point in an airport in exchange for a veterinary certificate (form 1) which contains information about vaccinations, health status of an animal and safe sanitation-and-epidemiological situation in the area of living) and permit issued by a dog breeding (cat breeding) club to export an animal.

INTERNATIONAL CARRIAGE OF PASSENGERS AND BAGGAGE – a carriage where a departure point and a destination point irrespective of any or no interruption in a carriage are located inside two countries or inside one country unless a stop-over inside another country is provided for.

INTERNATIONAL CARRIAGE COVERED BY WARSAW CONVENTION – a carriage where a departure point and a destination point irrespective of any or no interruption in a carriage are located inside two countries being signatories of the Convention or inside one and the same country being a signatory of the Convention unless a stop-over inside another country not being a signatory of the Convention is provided for. Carriage without such stop-over between two points located inside one Country is not treated as international in the sense of the Warsaw Convention.

INTERNATIONAL CARRIAGE COVERED BY WARSAW CONVENTION AMENDED BY HAGUE PROTOCOL – a carriage where a departure point and a destination point irrespective of any or no interruption in a carriage are located inside two countries being signatories of the

Hague Protocol or inside one country being a signatory of the Hague Protocol unless a stop-over inside another country not being a signatory of the Hague Protocol is provided for.

ITINERARY/RECEIPT FOR PASSENGER – part of a carriage or payment document which verifies entry into a carriage contract or provision of any other services by the Carrier.

ILLEGAL INTERFERENCE IN ACTIVITIES OF AVIATION (unlawful act) – an illegal action which trenches on safe activities of aviation and which caused any accidents with people, material damage, hijacking or skyjacking of an aircraft or posed a threat of occurrence of such consequences.

IRREGULARITY IN CARRIAGE – any failures which caused any harmful consequences: missending of baggage (cargo), shortage by weight or number of articles of baggage, damage, exchange, loss

PASSENGER'S NO-SHOW – no-show of a passenger who has booked a seat aboard an aircraft to a check-in counter for a departing flight at the end of final check-in fixed in a departure airport.

MISCELLANEOUS CHARGES ORDER (MCO) – a payment document issued to a Passenger by the Carrier or its agent to pay for a ticket, excess baggage receipt and any other services connected with performance or change of conditions of a carriage.

STOP-OVER – an intermediate point of an itinerary previously coordinated with the Carrier and included in a fare where a passenger temporarily interrupts a carriage.

CARRIER'S LIABILITY – liability of the Carrier to compensate for damage caused by it during an air carriage of a Passenger and baggage.

AIR FREIGHT FORWARDER – an entity or individual indicated in an air waybill as a freight forwarder.

PASSENGER – a person which is carried or must be carried by an aircraft subject to an air carriage contract.

TRANSIT PASSENGER – a person which subject to an air carriage contract arrives in an intermediate airport and is carried further by the same flight.

TRANSFER PASSENGER - a person which subject to an air carriage contract is delivered to a transfer (transshipment) point by one flight and is carried further by another flight of the same or any other carrier.

CARRIER – Air Astana Joint Stock Company which issues a carriage document, performs or undertakes to perform an air carriage and renders or undertakes to render services in connection with such carriage subject to a carriage or payment document issued by the Airline or any other carrier which is deemed valid for routes of the Airline.

ENDORSEMENT – a written consent of the Carrier who issued a carriage or payment document or that of a Carrier indicated in a relevant flight coupon of a carriage document, if Interline is available, to perform a carriage by another Carrier or in exchange for an original carriage document.

PERIOD OF AIR CARRIAGE OF BAGGAGE – a period of time between acceptance of baggage for carriage and until it is unloaded to a baggage conveyor in a destination point.

PERIOD OF AIR CARRIAGE OF PASSENGER - a period of time between Passenger's entry

to an airport's apron for embarking an aircraft until the Passenger leaves airport's apron under supervision of authorized persons of the Carrier.

APRON – a part of an airfield of a civil aerodrome intended for placement of aircraft for embarking and disembarking of passengers, loading and unloading of baggage, cargo, mail and any other types of services.

FLIGHT COUPON – a part of ticket which enables a Passenger (if a passenger coupon is available) for transportation between points indicated in the coupon.

DAMAGE OF BAGGAGE – destruction of baggage during a carriage as a result of which it cannot be used for its original purpose (lost its value).

CLAIM – a demand filed in written by a concerned person who seeks compensation for damage which occurred during an air carriage.

FLIGHT – a scheduled or unscheduled flight of an aircraft performed from an original point to a final point of an itinerary.

SCHEDULED FLIGHT – a flight of an aircraft performed according to an itinerary subject to a fixed schedule.

EXTRA FLIGHT - a flight of an aircraft performed additionally to a schedule according to the same itinerary which already has scheduled flights.

CHARTER FLIGHT - a flight of an aircraft performed subject to an aircraft charter contract.

FEE – a fee approved in a prescribed manner and collected additionally to a fare by the Carrier, its agent or any other authorized bodies for any special or extra service connected with carriage of a passenger, baggage or cargo.

NO SHOW FEE – a fee collected from a Passenger who has booked a seat and showed to a check-in counter for a departing flight after registration fixed in a departure airport.

CARRIAGE SEGMENT – carriage from one destination point to another destination point without a stop-over en route.

DISCOUNT – an amount of reduced published fare fixed by the Carrier subject to recommended rules of IATA.

INTERLINE AGREEMENT – a commercial agreement of airlines to acknowledge carriage and payment documents and to perform air carriage and relevant settlements thereunder.

STOP-OVER – a deliberate interruption of a travel by a Passenger in a place between a departure point and a destination point indicated in a ticket which was earlier coordinated with the Carrier.

CUSTOMS CONTROL DURING INTERNATIONAL AIR CARRIAGES – control over movement of aircraft and cargo transported by them as well as baggage and carry-on baggage, persons and material valuables aboard them over the state border for the purpose of economic protection of the state and provision of performance of tasks of its foreign economic policy.

FARE – a freight charge for an air carriage of a Passenger, baggage in excess of free baggage (weight or number of articles of baggage) allowance, cargo or mail.

STANDARD FARE – a fare of a relevant service class valid without any limitations during one year (except for a shoulder season fare, duration of which is determined by a season of



carriage).

**PUBLISHED FARE** – a fare published in computerized systems of the Carrier.

**THROUGH FARE** - a fare used to pay for a carriage throughout the itinerary of a trip.

**SPECIAL FARE** – a fare different from a standard fare which is fixed given discounts and valid during a period of time fixed by the carrier.

**TRANSFER** – change of a flight of the same carrier or change of a flight to a flight of another carrier.

**BAGGAGE LOSS** – any failure in carriage whereby after a period fixed for delivery the Carrier fails to deliver baggage.

## **CHAPTER 1. GENERAL**

### **ARTICLE 1.1. APPLICATION OF RULES**

- 1.1.1. These Rules are applied for air carriages of passengers, baggage, cargo and written correspondence of any individuals and entities with weight of a unit not more than 1 (one) kg (including related services) carried out under an own flag of the Airline as a Carrier.
- 1.1.2. These Rules determine obligations, rights and liability of the carrier and clients who use services of the carrier and are binding on them.
- 1.1.3. These Rules determine terms and conditions of a carriage set out in an air carriage contract (ticket) being its integral part.
- 1.1.4. These Rules regulate domestic and international carriages of passengers, baggage, cargo and mail.

### **ARTICLE 1.2. RELATIONS WITH LAWS**

- 1.2.1. All rights and obligations arising from an international and domestic air carriage contract shall be regulated by the following documents:
  - multilateral and bilateral international treaties and agreements of the Republic of Kazakhstan;
  - legislative acts of the Republic of Kazakhstan, including but not limited to the Law “On Use of Airspace of the Republic of Kazakhstan and Aviation Activities”;
  - Articles of Association of the Airline;
  - IATA recommendations;
  - any agreements with the Airline being one of its parties;
  - these Rules.
- 1.2.2. Liability of the Carrier in case of international carriages is regulated by the Warsaw Convention except for carriages not being such according to the definition of the Convention.
- 1.2.3. Carriages performed subject to these Rules shall be subject to relevant compulsory laws, decrees, regulations and instructions of authorized agencies of any country to, from or via which such carriages are performed.
- 1.2.4. Responsibility of the Carrier in case of carriage inside the Republic of Kazakhstan shall be regulated by existing legislative acts of the Republic of Kazakhstan and these Rules.
- 1.2.5. Responsibility of the Carrier in case of carriage to and from any points in the US and Canada shall be regulated by federal laws and carriage rules of such countries.
- 1.2.6. All issues related to the application of these Rules and arising from relations between a Client and any officials on duty shall be settled by authorized representatives of the Carrier.

### **ARTICLE 1.3. CHANGES TO RULES**

- 1.3.1. These Rules, instructions and any other documents can be changed by the Carrier without notice to passengers provided that no such change is applied to a Passenger after his carriage starts.
- 1.3.2. Representatives, employees and agents of the Carrier must observe these Rules and shall not have a right to distort or change their provisions.
- 1.3.3. All changes, amendments and supplements to these Rules shall be made in a prescribed manner and shall take effect after they are approved by the President of the Airline.

### **ARTICLE 1.4. FREE OF CHARGE CARRIAGES**

These Rules shall be applied in a prescribed manner to free of charge carriages of passengers, baggage and cargo unless otherwise explicitly provided by for any relevant agreements, instructions and fare application rules of the Airline.

## **CHAPTER 2. AIR CARRIAGE CONDITIONS**

### **ARTICLE 2.1. GENERAL**

- 2.1.1. Air carriage of passengers and baggage shall be carried out by the Carrier under an air carriage contract subject to these Rules.
- 2.1.2. Subject to an air carriage contract the Carrier shall undertake to transport a Passenger and his baggage to a destination point by providing him with a seat aboard an aircraft which performs a flight indicated in a ticket and in case of baggage transported by a Passenger also to transport baggage to a destination point. Passenger must pay for a carriage according to a published fare and in case of excess baggage – an excess baggage fee (except for free of charge carriages regulated by instructions of the Carrier).
- 2.1.3. Carriage of passengers and baggage performed from a departure airport to a destination airport by several carriers under one carriage document issued in a single letterhead of the Carrier (including under any extra carriage or payment documents, i.e. excess baggage receipt, MCO) shall be treated as a single carriage whether there is a change of flight or interrupted carriage or not.

### **ARTICLE 2.2. FLIGHT DOCUMENTS**

- 2.2.1. The following documents shall be issued for registration for flight arrival and departure:

- 1) general declaration (for flights of CIS routes);
- 2) passenger boarding list (passenger manifest);
- 3) baggage manifest;
- 4) cargo sheet (cargo manifest);
- 5) air freight bills;
- 6) rush/expedite baggage manifest (if necessary);
- 7) loadsheet;
- 8) load message;
- 9) aircraft loading chart;
- 10) weight-balance sheet;
- 11) screening sheet of passengers, baggage, mail, cargo, flight meal.

Requirements to the said documents and procedure of their completion are determined by an applicable normative document of the Airline. Executed number of copies depends on requirements of state agencies in points of departure, transit, transfer and destination.

- 2.2.2. **GENERAL DECLARATION** contains information about aircraft's type, departure point, transfer, destination, total number of crew members. General declaration shall be issued in a departure airport in number necessary for delivery to state agencies of points en route of the crew given their requirements. It shall be signed by a person authorized by the airline.
- 2.2.3. **PASSENGER MANIFEST** contains information about full names of passengers, ticket numbers, number of articles of baggage / excess baggage, numbers of baggage labels. Passenger manifests shall be filled into separately for each point. On demand of local authorities a passenger manifest can be produced in transit points for transit passengers.
- 2.2.4. **LOADSHEET** is a key flight document and contains information about aircraft, its operational and revenue load and distribution and underlies calculation of revenue load and preparation of load messages.

Loadsheets contain the following information related to revenue load:

- total revenue load, including aggregate weight of passengers, baggage, cargo and mail;
- breakdown of revenue load, including number of passengers aboard by destination points and service categories, weight and number of baggage, cargo and mail by destination points with specification of baggage-cargo compartments where they are loaded;

- data about special cargo, etc;
- data about last-minute changes (removal of a passenger, baggage, cargo and mail, etc.).

Moreover, loadsheet contains information about address and operational characteristics of an aircraft (departure airport, number of crew members, teletype addresses, identification codes of the carrier who performs a flight, information about fuel and ballast load, allowable and operational load of an aircraft).

Procedure of filling into columns, number of copies of a loadsheet and their distribution is determined in the “Instructions to fill into loadsheet of international form.”

- 2.2.5. LOAD MESSAGE is a teletype sent message with data about aircraft load along the entire itinerary of a trip. Load message shall be send immediately after a flight departs and shall contain data of a loadsheet. In case of manual filling into a loadsheet data for a load message shall be taken from shaded fields of the loadsheet. In case of computer-aided filling into a loadsheet the message shall be generated automatically.
- 2.2.6. BAGGAGE MANIFEST is a document intended for in-house use intended to register acceptance and transfer of checked-in baggage between persons responsible for integrity of its carriage,  
 Baggage manifest shall contain the following information:
- numbers of baggage labels;
  - number of articles of baggage;
  - total baggage weight;
  - in case of container carriage of baggage – number of articles of baggage and baggage weight in each container and container numbers.
- 2.2.7. BAGGAGE LABELS are divided into the following:
- check-in baggage label
  - carry-on baggage label
  - transfer labels (interline and intraline);
  - name label;
  - VIP label;
  - Group label;
  - Limited release label;
  - RUSH/EXPEDITE label
- 2.2.8. Check-in baggage labels are used to register checked-in baggage until a destination point which is indicated in such label in full and/or by a code abbreviation.
- 2.2.9. VIP label is a distinctive label. It is attached additionally to a standard baggage label in order to identify baggage of very important persons.
- 2.2.10. Group label is a distinctive label attached additionally to a standard baggage label in order to identify and distinguish baggage of a group of passengers.
- 2.2.11. RUSH/EXPEDITE is used according to an instruction of the airline during registration of rush/expedite of (found, unclaimed, missent baggage).
- 2.2.12. Limited release label is used according to an instruction of the airline during registration of baggage subject to limited responsibility of the carrier when the following types of baggage are accepted for carriage:
- fragile baggage;
  - damaged baggage;
  - last-minute checked-in baggage;
  - excess and oversized baggage;
  - unchecked baggage which is excess and oversized for carriage in a passenger cabin.
- 2.2.13. Transfer labels for different flights of one (interline) or several (intraline) carriers are used to register baggage of a transfer passenger if baggage is checked-in for a through carriage for at least two sections of a passenger itinerary.
- 2.2.14. Screening sheets confirm that everything loaded on board an aircraft is checked for aviation safety and is safe.  
 Screening sheets of passengers, baggage, mail, cargo and flight meal are prepared by

screening service of the airport and are delivered to a representative of the airline (crew).

### **ARTICLE 2.3. SCHEDULE, CHANGE OF SCHEDULE, FLIGHT DELAY, CANCEL**

- 2.3.1. Scheduled carriage of passengers and baggage shall be performed subject to a schedule fixed by the Carrier.  
The Carrier must do its best to transport a Passenger and baggage subject to a schedule.  
Departure and arrival time indicated in schedule and ticket is not guaranteed and is not a condition of a carriage contract.
- 2.3.2. If any circumstances first of all due to provision of flight safety or any conditions beyond control of the Carrier (weather conditions in a departure, arrival airport, along the itinerary as well as unpreparedness of a runway for takeoff, etc.) may require, the Carrier can cancel, put off or delay any of its flights, change an aircraft and change an itinerary and landing points indicated in a ticket and schedule.  
In any such case the Carrier must taking into consideration legal interests of a Passenger do its best, in particular the following:
- notify passengers of a change;
  - perform a carriage by its another flight or flight of any other carrier;
  - make a refund on demand of a Passenger;
  - arrange services for checked-in passengers in an airport or provide them with hotel accommodation in a prescribed manner.
- 2.3.3. In case of an interrupted carriage **due to the fault of the Carrier** or in case of flight delay, cancel due to a late arrival of an aircraft, changes in an itinerary the Carrier shall arrange the following passenger service in departure points and intermediate points:
- 1) parenting room (if any) to a passenger with a child aged under seven;
  - 2) two phone calls, including by international communication lines, of not more than 5 minutes or two e-mail messages when flight is more than 2 hours delayed;
  - 3) cold drinks when flight is more than 2 hours delayed;
  - 4) hot meals when flight is more than 4 hours delayed and then every six hours in the daytime;  
every eight hours in the night time;
  - 5) hotel accommodation provided by the airline if flight is more than eight hours delayed in the day time and more than six hours delayed in the night time;
  - 6) transfer by vehicles provided by the airline between airport and hotel and back in cases when hotel accommodation is provided without any extra charge.
- On demand of a passenger an officer of the Passenger shall issue him a letter or make a note in his ticket about reason of the delayed carriage.
- 2.3.4. The Carrier shall not be held liable for any mistakes, distortions or omissions in schedules, advertising materials, etc. published by any other persons.

### **ARTICLE 2.4. ITINERARY, CHANGE OF ITINERARY, DEPARTURE DATE AND TIME**

- 2.4.1. Carriage of passengers and baggage shall be performed between points indicated in a ticket. Itinerary point (points) in a ticket can be changed by the Carrier subject to a notice to a Passenger.
- 2.4.2. If the Carrier cannot perform a carriage between points indicated in a ticket it must offer to a Passenger another alternative carriage and if a new itinerary is unacceptable to return money in manner and in amounts provided for by the fare application rules.  
In case of a voluntary desire of a Passenger to follow a new itinerary he will be issued a ticket on a common basis.
- 2.4.3 Change of a departure date and time by a Passenger when buying a ticket for a later or

earlier date than indicated in a ticket is treated as a voluntary waiver of flight.

#### **ARTICLE 2.5. PASSENGER'S STOP-OVER**

- 2.5.1. A passenger can stop over in any intermediate airport en route provided that such stop-over is allowed by state agencies of the country where it is scheduled. Passenger must inform the Carrier of his intended stop-over when buying a ticket. Such stop-over must be registered in a ticket.
- 2.5.2. Stops-over are allowed within validity period of a ticket provided that they were earlier coordinated with the Carrier or its agent, indicated in a ticket, taken into consideration during fare calculation, allowed by state agencies of the country where they are scheduled.
- 2.5.3. If when buying a ticket the Passenger does not announce a stop-over in an intermediate airport but wishes to make such stop-over and announces his such intent in a particular airport, such Passenger can continue the flight only after he compensates the Carrier for a difference in a fare and losses of flight delay in connection with removal of his baggage from an aircraft which was checked in for a destination point. Exceptions include a forced stop-over due to disease of a Passenger, his family member who accompanies him aboard the same aircraft or any emergency situation in a stop-over point.
- 2.5.4. In case when Passenger's ticket is issued subject to a special fare, stops-over shall be made bearing in mind limitations or restrictions of stops-over subject to application rules of such fare.

#### **ARTICLE 2.6. INFORMATION SERVICES FOR PASSENGERS IN AIRPORT**

- 2.6.1. In airport the Carrier (its service agent) shall inform passengers of the following:
  - time and place (lounge, number of check-in counter) of flight registration;
  - end of registration, availability of free seats, embarking;
  - arrival of an aircraft;
  - reasons of delayed arrival/departure flight;
  - rules of carriage of passengers and baggage;
  - places where passengers can book and buy tickets for flights of the airline;
  - special conditions of carriage which require Carrier's approval.
- 2.6.2. The Carrier does not render any verbal or written information to any separate persons about departure and arrival of passengers, sold tickets and written information about availability of seats. Information shall be rendered only against official requests of any companies, establishments, organizations, if such request is related to an accident, delayed departure or any reason recognized by the Carrier as excusable.

#### **ARTICLE 2.7. PASSENGER SERVICE DURING DEPARTURE**

- 2.7.1. Passenger must arrive at an airport to a check-in counter in advance, 3 hours in case of an international flight and 1.30 hour in case of a local flight before a scheduled departure time of an aircraft indicated in a ticket. This time is fixed given s period sufficient to complete pre-flight administrative formalities (issue of entry/exit documents, baggage screening, etc.) and check-in procedure. During Passenger's check-in the Carrier checks availability of the following documents: ticket, passport or any other identity document, necessary documents which verify carriage conditions of separate categories of passengers and their baggage (birth certificate of a child, notarized consent of parents, adoptive parents, guardians or trustees for transportation of a child, medical certificate, veterinary certificate, etc.).

During Passenger's check-in the Carrier checks belonging of baggage to the passenger by interrogation.

- 2.7.2. The Carrier shall not be held responsible for any issues of relations between a Passenger and any government services (customs, border, immigration, security) unless otherwise

provided for by any international or domestic statutory documents of a country of departure – transfer – stop-over – entry.

2.7.3. If any such responsibility of the Carrier is provided for subject to TIM requirements, for instance with respect to the immigration service, the Carrier must and has a right to check all necessary documents during registration before a Passenger and his baggage are accepted for carriage.

2.7.4. Check-in of tickets and baggage of passengers shall be completed 40 minutes prior to an aircraft departure.

Passenger late by the end of check-in shall not be accepted for carriage by such flight.

2.7.5. Passenger late for check-in or embarkation and holding incorrectly issued or without entry/exit documents, whereby he did not use his booked seat, can be charged an amount subject to the application rules of an applicable fare.

No charge is collected in case of Passenger's no-show for check-in:

- due to his health condition (provided that an official document is available);

- due to cancel, delay of a connecting flight (only if a passenger ticket is issued on a single letterhead of the Carrier), overflying a landing point;

## **ARTICLE 2.8. ON-BOARD PASSENGER SERVICE**

2.8.1. On-board passenger service is an integral part of a package of services provided by the Airline to its clients.

2.8.2. Key tasks of cabin crew include the following:

- flight safety;
- high quality of on-board passenger service.

2.8.3. During flight passengers are provided with meals and services according to their service class and given flight duration, time of day and any other specific flight conditions.

2.8.4. On-board passenger services include the following:

- information;
- periodicals;
- musical and video services (aircraft with relevant equipment);
- drinks and meal;
- medical services (emergency medical service).

2.8.5. For the purpose of flight safety smoking aboard is banned during the entire flight.

2.8.6. For the purpose of safe and normal flight a Passenger must perform all recommendations of service personnel aboard and observe generally accepted standards of conduct without violation of requirements of these Rules.

## **ARTICLE 2.9. PASSENGER SERVICES ON ARRIVAL**

After arrival a Passenger shall go to an airport terminal to collect his checked-in baggage.

If laws of an entry country require, a Passenger must pass:

- quarantine control (if necessary);
- passport control (including filling into a certain form of an insert by a Passenger who arrived for permanent residence);
- custom screening (including filling into a custom declaration).

## **ARTICLE 2.10. GROUND PASSENGER SERVICES**

2.10.1. The Carrier shall provide ground passenger services during a period necessary to perform a carriage along an itinerary indicated in a ticket.

2.10.2. The Carrier must provide passengers with the following services free of charge:

- transport baggage from/to airport terminal to aircraft and back, load, unload baggage to/from aircraft.

- In case of an interrupted carriage due to the fault of the Carrier or in case of flight delay, cancel due to a late arrival of an aircraft, changes in an itinerary the Carrier shall arrange the following passenger services in departure points and intermediate points:
  - 1) parenting room (if any) to a passenger with a child aged under seven;
  - 2) two phone calls, including by international communication lines, of not more than 5 minutes or two e-mail messages when flight is more than 2 hours delayed;
  - 3) cold drinks when flight is more than 2 hours delayed;
  - 4) hot meals when flight is more than 4 hours delayed and then every six hours in the daytime; every eight hours in the night time;
  - 5) hotel accommodation provided by the airline if flight is more than eight hours delayed in the day time and more than six hours delayed in the night time;
  - 6) transfer by vehicles provided by the airline between airport and hotel and back in cases when hotel accommodation is provided without any extra charge.
- in case of flight cancel or delay due to the fault of the Carrier for more than ten hours, the Carrier must at the option of a Passenger
  - 1) ensure carriage of the passenger by a next flight to a destination point indicated in a ticket with provision of services described in a previous clause;
  - 2) return to the passenger a full cost of the ticket.

## **ARTICLE 2.11. RIGHTS OF THE CARRIER**

- 2.11.1. The Carrier shall have a right to cancel, delay or put off departure of an aircraft, change scheduled itinerary and change a landing point without notice, if such actions are necessary due to the following:
- natural disaster;
  - adverse weather conditions in airports of departure, destination or en route and any other events which affect flight safety;
  - unlawful act;
  - requirements of state agencies;
  - any other circumstances beyond control of the Carrier.
- 2.11.2. The Carrier can replace an aircraft of one type with another. In case if a Passenger refuses to fly by aircraft of another type the Carrier must transport such passenger by one of next flights or return to him fare for unperformed carriage without deduction of charges.
- 2.11.3. The Carrier can at any time replace a seat earmarked to a Passenger in a passenger cabin with another seat equal by service class, if such replacement is necessary to ensure flight safety.
- 2.11.4. In order to ensure flight safety, protection of life and health of passengers and crew members, to prevent any possible unlawful act in civil aviation, authorized agencies can subject to the laws search passengers, their carry-on baggage, baggage, mail, cargo and on-board reserves of aircraft.

Passengers with a diplomatic status with diplomatic immunities as well as couriers accompanying correspondence shall be exposed to search on a common basis except for cases provided for by the laws of the Republic of Kazakhstan.

Handicapped passengers (with crutches, in a wheelchair, on hand frame, etc.) must be exposed to manual search and their accompanying persons shall be exposed to search on a common basis.

During Passenger screening carriage documents and identity documents of a bearer shall be checked.

If a Passenger is found to have any substances and items banned for carriage, extra screening of baggage shall be carried out.

In case if a checked-in Passenger does not show for embarking, his baggage shall be



withdrawn and must be screened.

If a Passenger refuses to undergo screening, the Carrier shall have a right to waive his carriage (terminate an air carriage contract) with refund of a carriage charge in compliance with fare application rules.

In-flight screening shall be conducted by a crew member appointed by pilot-in-command.

For the purpose of actions set out in this article an aircraft shall be deemed in-flight as soon as all its external doors are closed and until they are opened.

## **ARTICLE 2.12. RIGHTS OF PASSENGER**

- 2.12.1. Rights of a Passenger shall be determined in an air carriage contract which is represented by a ticket and these Rules.
- 2.12.2. In case when carriage of a Passenger and baggage is not performed in manner determined in a contract, a Passenger can terminate a contract.
- 2.12.3. A Passenger shall have a right to waive carriage in a departure airport or in an airport en route and to receive back a carriage charge or for its unused part in amount as provided for by fare application rules and in manner determined by Chapter 8 hereof.

## **ARTICLE 2.13. PASSENGER'S WAIVER OF CARRIAGE**

2.13.1. Forced waiver of carriage by a Passenger shall be deemed a waiver due to the following:

- cancel, put-off or delay of a flight on which a passenger has booked a seat;
- incorrect execution of carriage documents of a passenger;
- cancellation of a scheduled stop in a point which is a point of departure, destination or stop-over for a passenger;
- replacement of a service class or aircraft type;
- failure to provide a passenger with a seat according to earlier booking;
- failure of the Carrier to ensure a flight connection provided that a passenger ticket is executed (issued) on a single letterhead of the Carrier;
- disease or decease of a passenger or his family member who accompanied him aboard the same aircraft which is confirmed by a medical certificate.

2.13.2. In case of forced waiver of a carriage by a Passenger the Carrier must transport the Passenger by one of next flights subject to terms and conditions indicated in a ticket or return to the Passenger a ticket cost for unused carriage.

2.13.3. If due to any reason an aircraft lands in any unscheduled airport the Carrier must at its own expense perform carriage of a Passenger by another flight from a point of aircraft landing to a destination airport. If it is impossible to transport a Passenger by aircraft, the Carrier must ensure his transportation by any other means and effect a resettlement with him.

2.13.4. In case of flight cancel or delay due to the fault of the Carrier for more than ten hours the Carrier must at the discretion of a Passenger:

- ensure transportation of a Passenger by a next flight to a destination point indicated in the ticket with provision of services subject to clause 2.13.1;
- return to a Passenger a full cost of ticket.

### **ARTICLE 2.13-1. VOLUNTARY WAIVER OF CARRIAGE BY PASSENGER**

Voluntary waiver of a carriage by a Passenger shall be deemed a waiver in the following cases:

- no carriage is performed in any section;
- carriage is performed in part.

## **ARTICLE 2.14. DENIED CARRIAGE OF PASSENGER**

2.14.1. The Carrier shall have a right to unilaterally terminate an air carriage contract with a

Passenger in the following cases:

- Passenger refuses to undergo screening, including body search, screening of his baggage, carry-on baggage, including items carried by a passenger with himself;
- Passenger violates requirements of Rules of Air Carriage of Passengers, Baggage and Cargo approved by Decree of the Minister of Transport and Communications of the Republic of Kazakhstan # 448 dated October 7, 2010 and/or performs any acts which endanger flight safety of an aircraft;
- It is essential to eliminate violations of provisions of any legislative acts of a country over which an air carriage will be performed or where a departure point, stop-over or destination point is located;
- Passenger is in a condition of alcoholic, drug, toxic intoxication or his state of mind or physical state endangers health of such passenger himself or safety of any other persons and property aboard the aircraft as well as causes inconveniences to other passengers.

Condition of alcoholic, drug, toxic intoxication shall be confirmed by a examination in manner prescribed by healthcare laws of the Republic of Kazakhstan.

Along with this health condition of a passenger intending to take a flight must be confirmed by a medical document with a mark “flight is contraindicated until ...” with specification of a date.

In case of a denied carriage due to reasons provided for in this clause the Carrier shall issue a report which sets out reasons and fact of denied carriage.

- 2.14.2. In case of a denied carriage of a Passenger the Carrier shall return amount paid for unperformed carriage as per fare application rules. The Carrier can deduct from the amount being returned to a Passenger all charges, payments and expenses (including fines) which the Carrier paid or has to pay for a passenger and his baggage.

## **CHAPTER 3. DOCUMENTS USED TO ENTER INTO AND PERFORM A CARRIAGE CONTRACT**

### **ARTICLE 3.1. PASSENGER TICKET AND BAGGAGE RECEIPT**

- 3.1.1. Passenger ticket and baggage receipt are name documents which confirm entry into an air carriage contract to transport a Passenger and his baggage to a destination point, seat provision aboard an aircraft which performs a flight indicated in a ticket and in case if a passenger checked in baggage then carriage of baggage to a destination point. Carriage contract shall set out rules and obligations of both the Carrier and a Passenger as well as limited liability of the Carrier.
- 3.1.2. Each air carriage contract and its terms and conditions shall be verified by the following carriage documents:
- in case of carriage of a Passenger - passenger ticket;
  - in case of carriage of Passenger's belongings as baggage – baggage label and excess baggage receipt.
- 3.1.3. Passenger ticket shall be executed by persons authorized by the Airline against an identity document:
- passport of a citizen of the Republic of Kazakhstan;
  - identity card;
  - residence permit of a foreign citizen in the Republic of Kazakhstan;
  - card of a stateless person;
  - certificate of a refugee;
  - birth certificate (for persons aged under 16);
  - national passport (for foreigners).

List of identity documents can also be expanded by authorized agencies of the Republic of Kazakhstan and countries to, from and via which an air carriage is performed.

- 3.1.4. When entering into a carriage contract the Carrier can render extra services which will be charged, for instance:
- order of a passenger ticket;
  - rebooking of a seat;
  - execution of a carriage contract;
  - any other extra services.

If any amount charged for extra services is not indicated in a passenger ticket, MCO in form prescribed by the airline must be issued.

Sizes of charges shall be determined by fares of the airline and information about them must be made available in agencies and airports.

- 3.1.5. Passenger ticket shall be issued only after a carriage is paid for according to a fixed fare. In case of cashless settlement, free of charge or discounted passenger ticket shall be issued only after requirements prescribed by applicable rules and documents of the Carrier are met.
- 3.1.6. Passenger tickets include flight coupons each of which is valid for carriage of a Passenger and his baggage only subject to an itinerary route, service class, date and flight indicated in it as well as terms and conditions of a carriage, basic rights and obligations of a Passenger and Carrier.
- 3.1.8. Passenger is admitted for carriage when he produces a properly executed passenger ticket which contains the following:
- hard copy passenger ticket – a relevant hard copy flight coupon;
  - electronic passenger ticket – a relevant electronic flight coupon with a reflected status

in the automatic registration system “O” (open for use).

- 3.1.9. Passenger is not admitted for carriage if his hard copy passenger ticket is damaged, entries in it are defaced or if it is not issued by the Carrier or its authorized agent or any other carrier hard copy passenger ticket of which is acknowledged by the Carrier and also no marks by a validator, sales date, signature or digital code of the agent are not entered in all its flight coupons.  
Passenger must keep a passenger ticket and all unused flight coupons during the entire carriage and produce them to representatives of the Carrier at any time on their demand.  
Passenger with an electronic passenger ticket is not admitted for carriage if a relevant electronic coupon has any other status except for “O” (open for use).
- 3.1.10. In case of an electronic passenger ticket, status of electronic flight in the automatic registration system is closed with “C” (closed for use) with a subsequent issue of a flight transfer manifest
- 3.1.11. Changes in a passenger ticket on request of a Passenger shall be made with consent of the Carrier and only by the Carrier or its authorized agent.

### **ARTICLE 3.2. CHECK-IN IN CASE OF DAMAGED PASSENGER TICKET AND IRREGULARITIES OF ITS EXECUTION AND USE**

- 3.2.1. If during check-in a Passenger produces a passenger ticket with damages or irregularities during its execution which do not require a special investigation and do not entail financial and technical irregularities and at that a Passenger does not change his itinerary, flight and departure date, then based on an endorsement of a qualified person passenger ticket shall be accepted for carriage.
- 3.2.2. If a passenger ticket:
- contains any damages which make impossible to determine content of entries in carriage documents which determine key terms and conditions of a carriage contract; or
  - contains any irregularities in its execution which cast doubt upon authenticity of the document which requires a special investigation
- passenger ticket can be replaced with a new one only after an investigation conducted within 15 days. If a Passenger cannot wait for results of the investigation, passenger ticket with Passenger’s application shall be left in a point where such irregularity was detected and the Passenger shall buy a new passenger ticket for further trip. After investigation and decision making on authenticity of a passenger ticket the Passenger will be refunded in full amounts for unused carriage in a place of purchase of such passenger ticket.
- 3.2.3. If due to nature of irregularities of a passenger ticket its acceptance in subsequent itinerary points requires repeated procedures to verify authenticity of a passenger ticket, it must be replaced with a new one based on an endorsement of an officer of a representative of the Carrier. At that in a new passenger ticket issued on a letterhead of international or neutral standard it is necessary to fill into lines “Issued in exchanging for” and “Original issued” and in a passenger ticket of K-2 form it is necessary to fill into the line “In exchanging for a passenger ticket.”
- 3.2.4. In special cases the Carrier can on request of a Passenger issue to such Passenger a duplicate of a lost hard copy passenger ticket provided that the Passenger furnishes information related to a lost hard copy passenger ticket (purchase place, date, etc.) and gives a written guarantee obligation to pay to the Carrier for all expenses in case if a lost hard copy passenger ticket or its coupons are used by any other person or amounts under such hard copy passenger ticket are refunded to the benefit of any another person.  
The Carrier shall collect a charge for execution of a duplicate.  
In case of incomplete and/or unsatisfactory information for the Carrier or if it is impossible to check data provided by a Passenger to the Carrier (see clause 3.2.2.) the Carrier can refuse to forthwith execute a duplicate to a Passenger and can offer to pay for a new hard copy passenger ticket to continue carriage. Otherwise the Carrier retains a

right to deny carriage of a Passenger. No duplicates shall be issued for carriage documents of any other airlines issued for flights of the Carrier. No duplicates shall be issued for free of charge or privilege ticket. Duplicate executed in exchanging for a lost document shall be valid only for carriage. No payment amounts shall be refunded under duplicates.

No duplicate shall be executed in case of loss of a duplicate issued in exchanging for a lost original hard copy passenger ticket.

3.2.5. The Carrier can invalidate a passenger ticket and can deny carriage and refund of payment amounts under a passenger ticket in the following cases:

- produced hard copy passenger ticket is declared lost or stolen;
- hard copy passenger ticket is forged;
- requirements of application of special fares are not met;
- hard copy passenger ticket is purchased from an organization or person not being the Carrier or its agent.

3.2.6. Passenger ticket declared invalid due to reasons contingent on the Carrier shall be replaced, if needed.

Passenger ticket declared invalid due to reasons not contingent on the Carrier shall be withdrawn and shall not be replaced.

In all such cases the Carrier shall execute a report with specification of a reason for invalidation of a passenger ticket.

3.2.7. When a passenger ticket executed in name of any other person is produced for return to receive back a paid amount it is necessary to produce a notarized power of attorney of such person.

### **ARTICLE 3.3. TRANSFER OF PASSENGER TICKET**

3.3.1. Passenger ticket shall not be transferred to or used by any other person. Person who produces a passenger ticket executed in name of another person shall not have a right for carriage or refund of amounts under unused passenger ticket or any of its part.

3.3.2. When a passenger ticket is used by another person not qualified for carriage or who received refund for returned passenger ticket of another person the Carrier shall not be held liable to a person who was qualified for such carriage.

### **ARTICLE 3.4. VALIDITY OF PASSENGER TICKET**

3.4.1. Passenger ticket issued subject to a standard fare is valid for carriage for one year from a departure date under a first flight coupon and if no flight coupon is used or if a passenger ticket is issued with an open date, then for a year after a passenger ticket is issued.

3.4.2. Passenger ticket issued under a special fare is valid for carriage only during a period fixed by application rules of such fare.

3.4.3. Each flight coupon of a passenger ticket is valid for carriage of a Passenger between points indicated in it under a relevant service class. If a ticket is issued with an open departure date, then booking shall be made according to a request of a Passenger subject to availability of free seats on a flight.

3.4.4. Ticket validity shall be extended to a next flight of the airline with a free seat of the same service class which corresponds to an original paid fare, if a passenger could not take a flight during validity of the ticket in the following cases:

- 1) flight indicated in a ticket cancelled or delayed;
- 2) aircraft does not land in an airport indicated in a ticket;
- 3) failed departure of a passenger due to a failure to provide him with a seat for a flight and on date as indicated in a ticket;
- 4) aircraft which did not perform a flight returns to a departure airport;
- 5) replacement of a scheduled aircraft type;
- 6) failure to render service a class indicated in a ticket;
- 7) flight interruption due to a compulsory landing of an aircraft;
- 8) disease of a passenger who accompanies him;

- 9) passenger's waiver of a flight or waiver to continue a flight due to a delayed departure caused by screening;
  - 10) incorrectly executed ticket of the Airline.
- 3.4.5. If a Passenger was unable to complete a commenced flight during validity of a passenger ticket due to his disease or disease of any of his family member who accompanies him, validity of such passenger ticket shall be extended at the discretion of the Carrier based on submitted official documents.

### **ARTICLE 3.5. PRIORITY USE OF FLIGHT COUPONS**

- 3.5.1. Hard copy flight coupons can be accepted for a flight, replacement or refund only together with a hard copy passenger coupon.
  - 3.5.2. Ticket of international standard or in neutral KPA form which contains more coupons than it is necessary to cover an itinerary, it is necessary to mark unfilled fields "Good for passage" with "Void" during a sale.
  - 3.5.3. The Carrier shall accept flight coupons for carriage of a passenger and his baggage and for refund of amounts paid thereunder only in a strictly forward sequence of a carriage itinerary starting from a departure point indicated in a ticket.
  - 3.5.4. With each change of a carrier and in each section of a route with a changed flight a Passenger producing a ticket with unused previous flight coupons shall not be admitted for carriage and his ticket must be re-issued.
  - 3.5.5. Ticket with an unused flight coupon shall be invalid for carriage of a Passenger and refund of money in case if subsequent flight coupons are used.
  - 3.5.6. If after check-in of a ticket a Passenger waives a carriage or is removed from a flight due to failure to pass customs control, passport control and/or screening, he shall be returned a relevant flight coupon withdrawn from his ticket during a check-in, and in case of an electronic ticket status of a relevant coupon shall be restored to "O" (open for use). In a free field an officer shall inscribe "Flight coupon is returned", indicate a reason, date and time and certify such entry with his personal stamp. Concurrently, an officer who returns a coupon shall make an entry of coupon return in a passenger registration sheet with specification of a number of flight coupon. It is not allowed to cross out any entries in a coupon made during a check-in. If a passenger or his authorized representative is not returned a flight coupon due to any reason during removal from a flight, such coupon along with other flight documents must be transferred to the Revenue Accounting Department of the Airline.
4. List of officers with a right of endorsement on a ticket shall be approved by the President of the Airline.
  5. Passenger shall keep all passenger coupon and all unused flight coupons throughout the carriage. The Carrier shall accept flight coupons for carriage of passengers and baggage and refund of amounts paid thereunder in their forward sequence from a departure point.

### **ARTICLE 3.6. BOOKING**

- 3.6.1. Seat booking is a necessary condition of carriage of a Passenger and baggage (excess baggage) and is valid when it is entered into the automatized booking system of the Carrier. Procedure of seat booking is prescribed in rules of passenger ticket sales and seat booking.  
Passenger shall provide the following information and produce the following documents necessary for booking and provision of any special services as well as for compliance with requirements of flight safety:
  - 1) full name;
  - 2) information about documents of a passenger set out in clause 3.1.3. hereof;
  - 3) information about secondary documents (visa, medical certificate, documents for transportation of children);
  - 4) address of permanent residence;
  - 5) information about address of temporary residence for a period of stay in

a

destination point or address of permanent residence.

- 3.6.2. Passenger or person who makes booking on behalf of a passenger shall inform the Carrier of the following 5 calendar days before a departure date:
- limited mobility of a passenger;
  - transportation of a child;
  - impaired (no) vision, hearing of a passenger;
  - in this case need for an accompanying guide-dog;
  - contagious disease;
  - pregnancy of more than 28 weeks;
  - transportation of an infant aged under seven days;
  - transportation of animals (birds);
  - any excess baggage or oversized, heavy-weight baggage;
  - any baggage which must be transported only in a passenger cabin of an aircraft;
  - transportation of weapon, ammunition.
- After receipt of such information the Airline shall notify a passenger within 1 calendar day if it is unable to perform a carriage in the above-said cases given technical features of an aircraft.
- 3.6.3. Any passenger must be booked a seat aboard an aircraft in a departure point before a passenger ticket is executed and in case of special fares booking shall be made subject to the application rules of such fares. Relevant booking entries must be made in a passenger ticket.
- 3.6.4. Booking shall be deemed preliminary until the Carrier issues to a Passenger properly executed carriage documents and, if necessary, it can be cancelled by the Carrier within time limit of booking or change a booking class without notice to a Passenger. Upon expiration of a booking time limit an order shall be cancelled without notice.
- 3.6.5. It is allowed to re-book passenger tickets during validity of a passenger ticket for an earlier or later departure date, at that such re-booking of a passenger ticket shall be made through execution of a new passenger ticket.
- 3.6.6. Charge for re-booking shall be collected in amounts and subject to terms and conditions prescribed in rules of fare application, booking and sales of passenger tickets.
- 3.6.7. Passenger with a partially used passenger ticket willing to put off a departure date indicated in a passenger ticket on another date shall not have any privileges during new seat booking.
- 3.6.8. The Airline does not have to provide a Passenger with any specific seat aboard an aircraft except for cases when a passenger registration technology provides for issue of boarding passes with fixed seats.
- 3.6.9. Booking and execution of a carriage shall be made subject to application rules of a fare and booking rules.
- 3.6.10. The Carrier can cancel a booking at any time without notice to a Passenger if the Passenger fails to discharge his payment obligations or did not observe any other requirements of the Carrier during booking.
- 3.6.11. Change in booking for a passenger who paid for a passenger ticket under a special fare can be limited or excluded subject to application rules of such fare.
- 3.6.12. In case of stops-over and stops in a point of return departure for more than 72 hours a Passenger must confirm to the Carrier his intent to continue the carriage not later than 72 hours prior to a scheduled flight departure and in a transfer point not later than 2 hours after arrival.
- 3.6.13. Booking must be confirmed if a group of passengers organized for a trip with a shared goal along the same itinerary consists of ten and more persons holding tickets with an entry of booking for a further flight or a return flight, or stops in any point for more than 15 days prior to a flight departure.
- 3.6.14. To confirm booking a passenger (and in case of a group transportation a head of group) must approach a representative office of Air Astana airline or its agent by phone, teletype or personally.



- 3.6.15. In special cases the Carrier can demand from a passenger to re-confirm his booking. Passenger shall reconfirm his booking using any means of communication or personally. The Carrier can cancel booking if a Passenger fails to meet the said requirement.
- 3.6.16. If a Passenger (group of passengers) waives a booked seat or does (do) not show at a check-in counter by the end of check-in fixed by a departure airport or arrived with incorrectly executed documents and therefore did not use his (their) booked seat(s), a charge can be collected from a passenger (group of passengers) in cases and in amount as provided for by applicable instructions.
- 3.6.17. No charge shall be collected if a Passenger (group of passengers) had no opportunity to cancel booking and could not arrive for check-in due to a canceled or delayed flight of the Carrier due to its fault, overflying a scheduled landing point or non provision of such Passenger (group of passengers) with a booked seat.
- 3.6.18. No charge shall be collected if a Passenger (several members of a group) does not arrive for check-in due to health condition confirmed by a medical certificate.
- 3.6.19. In case if it is impossible to provide a Passenger with a seat according to an earlier booking, a Passenger can have a right for a refund of ticket cost without deductions according to rules of the Carrier.

### **ARTICLE 3.7. INFORMATION ABOUT PASSENGER AND HIS BAGGAGE**

- 3.7.1. Passenger must know that information communicated about him to the Carrier is used for seat booking aboard an aircraft and provision of extra services.  
The Carrier must keep confidential obtained information and transfer it, if necessary, only to its representatives and any other carriers or persons who provide extra services.
- 3.7.2. During seat booking a Passenger must deliver to an agent full information about an itinerary, departure date, number of seats, service class, citizenship and any special conditions of carriage.
- 3.7.3. Special conditions of carriage which require a prior consent of the Carrier during booking shall be the following:
- an unaccompanied child aged between 6 and 16;
  - excess baggage;
  - oversized baggage (extra long/wide baggage);
  - baggage in a passenger cabin;
  - personal sports requisites (ski, etc.);
  - bicycle;
  - animals/birds;
  - unattended blind/ deaf Passenger;
  - blind Passenger with a guide-dog;
  - Passenger on hand frame;
  - handicapped in a wheelchair able/unable to move on his own;
  - Passenger who needs Carrier's help;
  - Passenger with special meals.

### **ARTICLE 3.8. EXCESS BAGGAGE PAYMENT RECEIPT**

- 3.8.1. Excess baggage payment receipt shall be issued to a Passenger when accepting his baggage which exceeds a free baggage allowance with payment of all applicable charges subject to the fare application rules of the airline and confirm receipt of such payment in the following cases:
- total weight of baggage for carriage exceeds a free baggage allowance permitted to a concerned Passenger according to rules of the Carrier;
  - Passenger transports with him large-sized, heavy-weight baggage, domestic animals, sports requisites for skiing, golf, etc.;
  - when a Passenger declares value of baggage which exceeds limited liability of the Carrier.

- 3.8.2. Applicable fares and charges shall be collected from a Passenger according to fare rules of the Carrier before start of carriage in a departure point.

### **ARTICLE 3.9. MISCELLANEOUS CHARGES ORDER (MCO)**

- 3.9.1. MISCELLANEOUS CHARGES ORDER (MCO) is a document which confirms payment of expenses under following operations:
- extra pay for air carriage;
  - ground services for an all-inclusive tour;
  - extra pay for in-flight or ground services of a higher class;
  - payment of extra charges;
  - processing of a refund of received payment, including when it is impossible to make such refund immediately;
  - collection of various extra pays, for instance, extra pay for re-booking.
- 3.9.2. There are four types of MCO which contain one, two, three or four exchange coupons additionally to For Audit, For Agent and For Passenger coupons.
- 3.9.3. MCO is valid for a year from its issue date.
- 3.9.4. Each exchange coupon of MCO is issued separately for each type of service and each part of rendered service.
- 3.9.5. MCO can be issued to enable the Carrier to render special unspecific services.
- 3.9.6. MCO is intended for ad hoc use, i.e.:
- it is assigned to a separate carrier(s) and limited by a certain type of service;
  - points of departure and destination, class, fare, extra pay, points through which a fare is calculated are clearly determined;
  - service type is indicated, for instance “Air Carriage”, “Excess Baggage”, “Down Payment For”, “Additional Collection For”, “Extra Fare For”, “Deposit For”, “Taxes On”, etc.;
  - passenger’s name is indicated except for a case when MCO is issued to cover charges for PTA for an unknown person if it is allowed by PTA use conditions.

Issue of an ad hoc MCO to more than one passenger must not be allowed except for the following:

- a) it is issued directly by a sales office of the Airline to cover expenses for ad hoc carriage of more than one passenger. For instance, PTA for a family or any other group travelling together tickets to which must be executed in that agency. Names of all passengers must be clearly entered into MCO or in a page stamped by a validator with cross references to MCO and attached to each coupon (unless an instruction of PTA use procedure provides otherwise);
  - b) it is issued by an agent of the airline to pay for ad hoc transportation costs of more than one passenger (if such passengers travel together), PTA charges for a family or any other groups serviced by the airline. Names of all passengers must be clearly entered into MCO or in a page stamped by a validator attached to each MCO coupon where MCO number is indicated and a mark by validator is made.
- 3.9.7. MCO shall be deemed issued for unspecific transportation and any other services if it is issued for purposes different from ad hoc transportation services listed above, for instance:
- MCO issued to confirm a necessary refund of a part of money to a passenger by the Airline which issued original carriage documents;
  - it is necessary to indicate “Further carriage and/or excess baggage” in the “Type of service for which issued” field;
  - it is issued to pay for separate amounts by a “Deduction” method, however it is not clear for payment for which services MCO will be used.
- 3.9.8. Rules of filling into, use, return and exchange of MCO are regulated by the “Instruction to Execute MCO Forms.”

### **ARTICLE 3.10. PTA**

- 3.10.1. Prepaid Ticked Advice Message (PTA) is a teletype or mail message where a person in one city asks to issue carriage documents to another person(s) in another city based on a down payment for a concerned carriage by such first persons, i.e. PTA use allows a ticket issue in a point different from a payment point.
- 3.10.2. It is allowed to use PTA:
- to pay applicable fares, relevant charges and taxes for performance of a carriage;
  - to make a down payment for excess baggage and any other services related to a concerned carriage.
- 3.10.3. Sales rules of carriages under PTA are regulated by the “Sales Rules of Passenger carriage” by Air Astana.
- 3.10.4. PTA execution rules are regulated by extra instructions.

### **ARTICLE 3.11. FLIGHT INTERRUPTION MANIFEST (FIM)**

- 3.11.1. Flight Interruption Manifest (FIM) is used to transfer passengers from flight of one airline to a flight of another airline. FIM must be attached flight coupons for a relevant section of carriage. In case of electronic passenger tickets relevant coupons must be transformed in the automatic registration system for “G” status.
- 3.11.2. If it is impossible to produce flight coupons to a relevant section due to their withdrawal in a departure point of an original flight, FIM must be filled into based on other flight coupon or passenger coupon (“For Passenger”) issued for a concerned carriage and held by passengers;
- 3.11.3. FIM must contain the following information:
- Information about transferring carrier (airline, flight number, date and place of flight arrival);
  - Information about receiving carrier (airline, flight number, date and destination point of flight of a receiving carrier);
  - Last and first name of a passenger;
  - Number of a passenger ticket (Airline code, Form, Serial Number, ck, Cpn);
  - Fare code of an original ticket or code of passenger type;
  - Information about excess baggage with specification of its weight and number of articles of baggage;
  - Signatures and imprints of validator stamps of a transferring carrier.
- 3.11.4. FIM is filled into in four copies which are distributed as follows:
- original – for receiving carrier;
  - three copies and accepted coupons – for a transferring carrier;
  - one – for carrier’s archive;
  - two – for delivery to accounting subdivisions of the airline.

### **ARTICLE 3.12. CHARTER OPERATIONS CONTRACT**

- 3.12.1. Charter operations are divided into several types:
- transportations of ad hoc groups;
  - transportations of non-special groups (for instance, charter flights with preliminary booking);
  - transportations of all-inclusive type tour;
  - transportations for personal purposes;
  - other carriages.
- 3.12.2. In case of charter flights the same package of carriage documents as for scheduled flights shall be executed.
- 3.12.3. A separate ticket shall be executed to each passenger of a charter flight or one group ticket.
- 3.12.4. Tickets of passengers of charter flights shall be executed in compliance with execution rules of carriage documents of the airline and only after a customer settles all payments due and payable to the airline under a charter contract. Tickets and any other carriage

documents shall be executed by persons with necessary qualification and qualified to execute such documents.

- 3.12.5. A full package of flight documents for a charter flight shall be executed by relevant personnel of departure and destination airports, unless otherwise provided for by a charter contract.
- 3.12.6. During organization of charter flights the airline must acquaint a customer with rules of air carriage of passengers and baggage of Air Astana airline which regulate organization of a carriage, control over its performance and conduct of passengers in airports and aboard aircraft. When entering into a charter contract the customer must guarantee to the airline observance of all its rules.
- 3.12.7. When entering into a charter operations contract the customer can subject to a down payment stipulate several specific types of in-flight services in departure and destination airports, meal, increased free baggage allowance, etc.
- 3.12.8. Check-in, embarking/ disembarking, all types of screening and control of passengers, baggage and cargo transported by a charter flight, carriage of baggage and cargo shall be performed subject to existing rules fixed by the airline for such procedures.
- 3.12.9. Each crew member of a charter flight can transport baggage according to standards fixed by the airline for aircraft crews which service air routes of Air Astana airline. At that if a free baggage allowance is exceeded the crew shall pay for transportation of excess baggage on a common basis, unless otherwise provided for by terms and conditions of a charter contract.

## **CHAPTER 4. FARES, CHARGES AND DISCOUNTS**

### **ARTICLE 4.1.**

- 4.1.1. Fare is a cost of carriage from a departure point to a destination point. Fare does not include ground transport service between airports and between airport and city centre, except for cases when it is provided by the Carrier and is provided without extra charges.
- 4.1.2. Applicable fare must be valid on a date of carriage start. Tickets executed and paid for before any change in fare announced by the Carrier or change in an exchange rate shall be valid without any extra pay additionally to a fare valid on a date of carriage start if no changes are introduced in an air carriage contract which conflict with rules of the applied fare indicated in a relevant flight coupon.
- 4.1.3. No changes in fares or rules shall affect terms and conditions of a carriage contract if a carriage is already commenced.
- 4.1.4. For carriages regulated by these Rules fares published by the Carrier shall be applied. If no fares are published it is necessary to apply fares computed according to fare application rules.
- 4.1.5. Passenger can choose an itinerary before he receives a ticket, if size of fare computed between points of departure and destination containing various stops-over is not changed.
- 4.1.6. Passenger can change an itinerary unless otherwise provided for by special conditions of fare application to an original carriage.
- 4.1.7. If a Passenger changes his itinerary during a carriage and fare is not changed, a new ticket shall be issued as per fare corresponding to a new carriage. Fare for a changed carriage shall be calculated from a last point of fare computation preceding a point where such itinerary change took place. Amount of an extra pay, if fare of a changed carriage is higher, shall be calculated as a difference between an original fare and fare of a changed carriage, including all necessary charges.  
If fare of a changed carriage is lower than fare of an original carriage, then difference between them shall be executed as MCO and refunded to a Passenger.
- 4.1.8. Published through fares have priority to any unpublished fares computed according to fare application rules of the airline for a carriage with services in the same class, between the same points and along the same itinerary.

### **ARTICLE 4.2. TAXES AND OTHER CHARGES**

Computation procedure of taxes and charges which must be deducted from passengers shall be determined by relevant authorized agencies and notified to passengers in agencies and representatives offices during sales of carriages. Passenger shall pay any tax or charge above a fare, unless otherwise provided by the laws.

### **ARTICLE 4.3. DISCOUNTS**

Discounts on a standard fare shall be fixed according to special instructions of the Carrier developed based on the existing laws of the Republic of Kazakhstan, normative documents of the Civil Aviation Committee of the Ministry of Transport and Communication and IATA advisory documents.

### **ARTICLE 4.4. PAYMENT CURRENCY OF FARE AND CHARGES**

- 4.4.1. Cost of carriage and charges shall be paid in currency to be determined by the Carrier according to currency exchange regulations of a country of sale.
- 4.4.2. If payment for carriage is effected in any currency different from a currency of fare publication, equivalent in foreign exchange shall be calculated based on an official banking exchange rate valid on a payment date. At that size of an equivalent of fare payment shall be regulated by special instructions of the Carrier.

- 4.4.3. The Carrier can refuse to transport a Passenger and his baggage unless a payment is effected at a relevant fare and taxes and charges are paid or a credit arrangement between the Carrier and a Passenger (organization or person who effects a payment) is observed.

## **CHAPTER 5. CARRIAGE CONDITIONS OF SEPARATE CATEGORIES OF PASSENGERS**

### **ARTICLE 5.1. GENERAL**

Passengers of separate categories and their baggage are covered by general conditions of carriage with provision of extra amenities and a proper level of carriage safety as well as special fares and requirements of state agencies are applied to them.

### **ARTICLE 5.2. CARRIAGE OF BUSINESS CLASS PASSENGERS**

- 5.2.1. The Carrier shall provide business class Passengers with extra services which make an air carriage more comfortable.
- 5.2.2. As a rule business class Passengers are checked-in in an airport terminal on a separate check-in counter.
- 5.2.3. In airport business class passengers can be offered to visit a business class lounge. The Carrier informs a Passenger of such opportunity during a check-in.
- 5.2.4. Business class Passengers receive special services aboard an aircraft.
- 5.2.5. On arrival to a destination airport business class passengers are first to disembark and to be transported to an airport terminal.

### **ARTICLE 5.3. CARRIAGE OF CHILDREN**

- 5.3.1. Children can be carried with or without an accompanying passenger on all air routes of the airline.

Carriers can accept children for carriage only after their parents or guardians execute a relevant document (Carriage Application) with specification of all necessary details of such carriage.

Unattended children carried by international flights can be aged between 6 and 16, by domestic flights – aged between 6 and 14 carried without parents and not entrusted to any passenger.

On request of parents or guardians this can be also applied to children aged up to 16.

Children aged under 6 can be carried only if attended by an adult passenger.

If an underage citizen of the Republic of Kazakhstan leaves the Republic of Kazakhstan unattended, then additionally to a passport he must have a notarized consent of his parents, adoptive parents, guardians or trustee to departure of an underage citizen of the Republic of Kazakhstan with specification of a period of departure and country(s) which he intends to visit.

- 5.3.2. No payment is collected for carriage by international flights of one child aged under 2 who does not occupy a separate seat and is attended by an adult passenger.
  - 1) If a child aged under 2 is carried by an international flight with a separate seat, 50% of a relevant fare of his accompanying adult passenger is charged for his carriage.
  - 2) Carriage of a second and subsequent children aged under 2 by one adult passenger in an international flight is charged at 50% of a relevant standard or special fare of the accompanying adult passenger unless there are any special conditions of application of such fare.
  - 3) Carriage of each child aged between 2 and 12 accompanied by one adult passenger in an international flight is charged at 50 % of a relevant standard or special fare of the accompanying adult passenger unless there are any

- special conditions of application of such fare.
- 4) Payment for carriage of an unattended child in an international flight shall be collected subject to acts of the Carrier.
  - 5) Children following to a destination point without payment do not have a right of free carriage of baggage and do not have a separate seat in a passenger cabin.
- 5.3.3. In case of domestic flights a passenger can carry free of charge one child aged under 2 without a separate seat while other children aged between 2 and 15 following with a passenger in domestic flights are carried under passenger tickets with a 50% payment of a full fare and provision of a separate seat. Children aged between 2 and 15 carried in domestic flights under tickets with a 50% payment of a full fare with or without accompanying adult passengers.
  - 5.3.4. Passenger ticket must indicate year of birth of a child. During purchase of a passenger ticket and check-in an accompanying passenger of a child must produce to the Carrier a document which confirms age of the child, i.e. birth certificate. Age of child is determined as of a date of start of carriage indicated in a passenger ticket. The Carrier can check age of the child.
  - 5.3.5. Carriage of unattended children is allowed only in case when they have confirmed booking for all sections of an itinerary.
  - 5.3.6. Ticket for unaccompanied child can be booked/ purchased for domestic flights of the Carrier only if arrival time in a destination point is not later than 11:00 p.m.
  - 5.3.7. Tickets for underage children must be booked at least 24 hours before a flight.
  - 5.3.8. Unattended child shall be embarked on board by a representative of the Carrier before or after embarkation of passengers; at that he shall be handed over to the care of one of flight attendants.
  - 5.3.9. On arrival of a flight to a destination point unattended child must stay under permanent supervision of a representative of the Carrier until he is handed over to a person appointed for meet him.

#### **ARTICLE 5.4. CARRIAGE OF HANDICAPPED AND SICK PASSENGERS**

- 5.4.1. Category of sick or handicapped passengers include the following:
  - persons declared sick due to medical conditions and persons unable to move on their own and need help during embarking an aircraft or can walk and can embark by themselves but whose condition is deemed unstable and therefore it is necessary to have permit of doctors for each flight;
  - physical or mental condition of which is stable and who can get a permanent or temporary permit for an air carriage from a medical institution or who do not have such permit but who need special care.
- 5.4.2. If during a flight an age, physical or mental condition of a Passenger can cause deterioration of his health or endanger his life, Passenger must prior to start of carriage deliver to the Carrier a medical certificate signed by a doctor which allows his transportation. It also must indicate any special requirements to carriage conditions of such passenger. Moreover, booking of the passenger must be made not later than 72 prior to a departure of an aircraft.
- 5.4.3. In order to ensure safety compliance with technical and operational requirements the Carrier can limit number of such/ handicapped passengers on any of its flight even if placement of such passengers meets special requirements, including attendance by a qualified person.
- 5.4.4. Carrier or any other person authorized by the Carrier who checks in a sick/ handicapped passenger shall be held liable for information of its ground personnel in points of transit, transfer and destination about presence of a sick/ handicapped passenger aboard an aircraft.
- 5.4.5. The Carrier can refuse to perform a carriage or to continue it for a person carriage of



- which due to his health condition (based on provided facts of medical examination, etc.) may pose a threat to other passengers and their belongings, aircraft or crew.
- 5.4.6. The Carrier can refuse to perform a carriage (both original and subsequent), to cancel booking or to remove any passengers from an aircraft due to their health condition in the following cases:
- they cannot take care about themselves on their own, unless they have accompanying persons;
  - who can become a source of infection for other passengers; carriage of which even with adoption of special precautionary measures can pose a threat for themselves or any other persons and their belongings;
  - who hold tickets without confirmed booking;
  - if it is impossible to arrange special services necessary for carriage of such passengers.
- 5.4.7. In case of a denied carriage of a sick/handicapped Passenger in an original or transfer point the Carrier must forthwith notify an original carrier and all other carriers ерукыша along the itinerary with specification of a reason of refusal and measures being undertaken by it.
- 5.4.8. Pilot-in-command and foreman of flight attendants must be informed of presence of sick passengers aboard and need of special services prior to a flight performance.
- 5.4.9. Sick/handicapped passengers and their attending persons must be embarked before embarking of all other passengers. In transit points sick/handicapped passengers and their accompanying persons shall stay aboard provided that applicable safety rules are observed. Sick passengers and their accompanying persons shall be last to disembark.
- 5.4.10. During placement of sick/handicapped passengers in a passenger cabin it is necessary to take into consideration specifics of a carriage. Their seats must not:
- be an obstacle in case of emergency evacuation during emergency situations;
  - be an obstacle for free access to emergency exits.
- 5.4.11. Accompanying persons shall be provided with seats next to sick/handicapped passengers. Passengers with difficulties in movement shall be seated so that they do not impede fast evacuation of passengers from an aircraft.
- 5.4.12. Carriage of own wheelchairs of sick/handicapped passengers shall be regulated by rules of baggage carriage of passengers.
- 5.4.13. Carriage of an adult passenger who needs air carriage on hand frame shall be charged a payment for 6 (six) seats, round trip, as per WRT fare. Carriage of a child aged under 12 who needs an air carriage on hand frame shall be charged a payment at 50% of applied fare of an adult passenger. Free baggage allowance for sick/handicapped passengers corresponds to a free baggage allowance of standard passengers.

## **ARTICLE 5.5. CARRIAGE OF PREGNANT WOMEN**

- 5.5.1. Pregnant women shall be accepted for carriage provided that they produce the following documents:
- medical certificate issued by a medical institution about absence of any counter indications to an air carriage on a flight date indicated in a ticket;
  - exchange card.
- 5.5.2. Carriage of a pregnant woman is performed provided that the Carrier bears no responsibility to a Passenger for any ill effects which may arise for a Passenger and fetus during carriage and due to carriage.
- 5.5.3. Pregnant women shall be accepted for carriage against a signed guarantee obligation to hold the Carrier harmless against any circumstances resultant due to deterioration of health. Form of guarantee obligation is issued to a passenger or her

accompanying person by a representative of the Carrier or a check-in agent of a service company during the check-in.

#### **ARTICLE 5.6. CARRIAGE OF BLIND/ DEAF PASSENGERS**

- 5.6.1. In case of carriage of a blind/deaf Passenger it is necessary to produce a relevant document to the Carrier.
- 5.6.2. Blind/deaf Passenger can be carried with an accompanying person, without accompanying person or with a guide-dog.
- 5.6.3. Carriage of a blind/deaf Passenger without an accompanying person is possible only subject to a prior consent of the Carrier.
- 5.6.4. A veterinary certificate and a certificate of special training shall be produced with respect to a guide-dog.
- 5.6.5. In case of carriage of a blind/deaf Passenger with a guide-dog, during seat booking for such Passenger or during execution of his passenger ticket authorized agent of the Carrier must notify the Carrier of carriage of such passenger in order to render him assistance during check-in in a departure airport and his transportation to an aircraft and from an aircraft in a destination airport.
- 5.6.6. In case of carriage of a blind passenger with a guide-dog such guide-dog shall be carried aboard free of charge in excess of a free baggage allowance.
- 5.6.7. During check-in of a blind/deaf passenger with a guide-dog it is necessary to provide a seat with ample space for a dog and not far from an emergency exit. Guide-dog must be muzzled and on the leash. In a passenger cabin of an aircraft guide-dog must be leashed to a chair at the feet of a passenger whom it accompanies.

#### **ARTICLE 5.7. CARRIAGE OF PASSENGERS WITH ENHANCED COMFORT**

For carriage with enhanced comfort a Passenger can book a necessary number of seats. Payment for extra seats shall be made as per fare correspondingly paid by a Passenger.

#### **ARTICLE 5.9. SERVICING OF DIPLOMATIC COURIERS AND THEIR BAGGAGE**

- 5.9.1. Diplomatic couriers transport diplomatic mail in a passenger cabin of an aircraft and must:
  - have and produce on demand of the Carrier a document which confirms his special authorities as a person accompanying diplomatic mail;
  - be responsible for packing and registration of diplomatic mail subject to requirements of applicable international conventions and requirements of state agencies of departure, destination, transfer points;
  - be responsible for integrity of diplomatic mail during ground processing operations.
- 5.9.2. Carriage of diplomatic mail in a passenger cabin of an aircraft attended by a diplomatic courier can be registered in a separate ticket or in an excess baggage receipt and payment shall be made subject to carriage rules of excess baggage.
- 5.9.3. In case of registration of carriage of diplomatic mail by a passenger ticket especially executed for this purpose such mail shall be transported in a passenger seat unless it weights more than 75 kg. If such weight limit is exceeded it may be necessary to execute two and more tickets for carriage of diplomatic mail and therefore two and more seats may be occupied.

#### **ARTICLE 5.10. SERVICING OF DEPORTED PASSENGERS AND PASSENGERS WHO ARE DENIED ENTRY IN A COUNTRY**

- 5.10.1. Decision about deportation of a Passenger shall be made by relevant state agencies. Carriers who perform carriage of such passenger shall not be held responsible for

- delivery of a passenger to a destination point indicated by departing agencies.
- 5.10.2. In case of departure of a deported passenger it is necessary to attach 1 copy of a “Deportation Act” enclosed in an envelope with flight coupons for mutual settlements.
  - 5.10.3. Placement of a deported passenger in an aircraft shall be coordinated with pilot-in-command and state agencies.
  - 5.10.4. After departure of a flight with a deported passenger a telegram shall be sent to a destination point with specification of a last name of a passenger, last name of an accompanying person and number of a connecting flight.
  - 5.10.5. Passenger not admitted by authorized agencies in a destination point must be forthwith sent to an original point of carriage or any other point allowed by state agencies.
  - 5.10.6. Passenger must cover all expenses of the Carrier related to his return delivery and subsistence.

## **CHAPTER 6. CARRIAGE OF BAGGAGE**

### **ARTICLE 6.1. GENERAL**

- 6.1.1. Baggage is personal items of a passenger or crew members carried by an aircraft as agreed with the Carrier. Term “Baggage” means checked-in (carried in a baggage compartment of an aircraft aboard which is a passenger) and unchecked (carried in a passenger cabin of an aircraft at his own risk).
- 6.1.2 During check-in a Passenger must produce for weighing all items he carries.
- 6.1.3. In case of full revenue loading of an aircraft the Carrier can limit acceptance of or to refuse to accept excess baggage of a Passenger for carriage.
- 6.1.4. The Carrier can refuse to carry belongings of a Passenger, if weight, dimensions, number of articles of baggage, content or their packing do not meet requirements of these Rules.
- 6.1.5. Checked-in baggage shall be carried by the same aircraft aboard which is a passenger. If such carriage is impossible due to any reasons the Carrier must carry checked-in baggage by its next or previous flight.
- 6.1.6. Baggage of a Passenger who does not show for embarking after check-in as well as baggage and carry-on baggage of a transit Passenger who does not show for embarking must be removed from an aircraft.
- 6.1.7. Passenger shall be held responsible for transportation in his baggage of any items banned for carriage or handed over by him for carriage without observance of carriage requirements and rules prescribed herein.

### **ARTICLE 6.2. REGISTERED BAGGAGE**

- 6.2.1. Dimensions of one checked-in baggage in a total of three dimensions must not exceed 158 cu cm in volume, weight of one article of baggage must not exceed 32 kg.
- 6.2.2. By accepting baggage for carriage the Carrier must make an entry (about number of articles of baggage and weight of checked-in baggage) which shall be considered as a baggage receipt issued to a Passenger. If weight of baggage is not indicated in a ticket it is deemed that total weight of checked-in baggage corresponds to a free baggage allowance. The Carrier must issue to a Passenger a tear-off numbered baggage label for each article of checked-in baggage. Baggage label and tear-off coupon are intended for baggage identification.
- 6.2.3. After baggage is checked in the Carrier shall incur responsibility for integrity of content of baggage, integrity of packing and its carriage.
- 6.2.4. After baggage is checked in and until it is issued, access of a Passenger to baggage is not allowed except for cases of identification or extra screening by relevant services.

### **ARTICLE 6.3. UNCHECKED BAGGAGE (CARRY-ON BAGGAGE)**

- 6.3.1. The dimensions and weight of baggage allowed for carriage in the cabin are subject to security restrictions. Economy class passengers can carry one bag weighing no more than 8 kg, dimensions should not exceed 56 x 45 x 25 cm. Business class passengers can carry two bags, each weighing no more than 8 kg, the size of each bag should not exceed 56 x 45 x 25 cm.
- 6.3.2. Unchecked baggage (carry-on baggage) carried in a passenger cabin of an aircraft shall be registered by issue of a “carry-on baggage” label to a Passenger.
- 6.3.3. Passenger himself must take care about integrity of his belongings carried in a passenger cabin of an aircraft.
- 6.3.4. Unchecked baggage (carry-on baggage) is carried in a passenger cabin of an aircraft and

is placed in an overhead compartment above a passenger seat or under a seat. Passenger keeps unchecked baggage (carry-on baggage) throughout a flight and is responsible for it.

6.3.5. In excess of free baggage allowance a passenger can carry free of charge the following items which he needs during embarking, disembarking or flight, if he holds them and they are not inserted in baggage:

- one piece of outer clothing or a plaid;
- one cane / pair of crutches or staples for legs, provided that the passenger cannot do without them;
- one women handbag or a briefcase / bag for the computer;
- one small camera or binoculars;
- a small amount of reading material during the flight;
- one portable crib;
- one folding baby stroller (maximum folded size 34x32x14 cm);
- baby food for consumption during the flight;
- medicines that a passenger cannot do without.

#### **ARTICLE 64. FREE BAGGAGE ALLOWANCE**

6.4.1. Each Passenger, with the exception of passengers of the category "Child up to 2 years / Infant", carried without a separate seat in the cabin, has the right to carry free baggage in the amount of:

- 2 pieces no more than 32 kg each on a business class ticket;
- 0, 1 or 2 piece(s) no more than 23 kg each on an economy class ticket, according to the fare.

Wherein, dimensions of checked baggage should not exceed 158 cm in the sum of three dimensions.

6.4.2. Passengers with employee's or discount tickets as well as a child with a half-fare ticket can carry baggage free of charge according to a free baggage allowance fixed by the Carrier.

6.4.3. Free baggage allowance is not applied to:

- domestic animals, birds, fish and any other animals except for guide-dogs accompanying blind passengers.

6.4.5. In case of carriage of passengers with one group booking and following together aboard one aircraft along the same itinerary to one and the same destination point, a group free baggage allowance shall be provided on demand of passengers which is a combined free baggage allowance of passengers of that group.

6.4.6. If two or more passengers travel together as one family to one and the same destination point and together check in baggage, it is allowed to establish for them an aggregate free baggage allowance equal to a sum of free baggage allowance for each Passenger.

6.4.7. In case of full revenue loading of an aircraft the Carrier can limit acceptance or refuse to accept excess baggage of a Passenger for carriage.

#### **ARTICLE 6.5. EXCESS BAGGAGE**

6.5.1. Passenger, family or group must in advance (during booking or when buying a ticket) notify the Carrier of weight and number of articles of baggage of excess baggage and pay for its carriage.

The passenger is obliged to pay for the carriage of additional baggage in excess of the free baggage allowance at the established fare effective on the day of carriage.

6.5.2. MyBAGGAE is a service that allows paying for extra piece(s) of baggage, which in excess of the free baggage allowance. Passenger must pay for carriage of baggage in excess of free baggage allowance as per applicable fare valid as of a day of carriage.

6.5.3. Maximum weight of one piece of baggage must not exceed 32 kg.

6.5.4. If in a destination point a Passenger produces baggage in amount less than previously booked and paid for, a difference in payment between declared and actual weight of

- baggage is not refundable. Except for canceled or delayed flight.
- 6.5.5. If along an itinerary a Passenger increases weight of carried baggage he must pay for cost of carriage of baggage in excess of weight of previously paid baggage. If along an itinerary a Passenger decreases weight of carried baggage the Carrier shall effect no resettlements with respect to the earlier payment for baggage.
- 6.5.6. If a passenger produces for carriage baggage in amount more than previously declared and paid for in advance, such baggage shall be accepted for carriage by the same aircraft aboard which is such passenger only subject to available tonnage and after a relevant payment.
- 6.5.7. In case of any increase in baggage weight, a payment shall be charged for such extra baggage in a stop-over or transfer point.

#### **ARTICLE 6.6. ITEMS AND SUBSTANCES NOT ACCEPTED FOR CARRIAGE AS BAGGAGE**

6.6.1. In order to ensure flight safety the following items and substances which can cause damage to passengers, aircraft or property aboard an aircraft are not accepted for carriage as baggage:

- explosives and items filled with explosives firing devices, ammunition, illuminating substances and rockets;
- pressurized and liquefied gases, gases for domestic use (butane-propane, etc.);
- poisonous, intoxicating and irritating substances;
- inflammable solid substances and liquids;
- acid corrosive or oxidizing materials and substances;
- magnetized substances;
- radioactive materials;
- briefcases fitted with control safety devices;
- mercury and any other substances, items falling under a category of above-stated substances, cargo and items which raise doubts in safety of their carriage and which can be used for arson, explosion or endanger life of passengers and crew members.

List of substances and items banned for carriage by passengers aboard civil aircraft is fixed by the International Civil Aviation Organization (ICAO) and laws of the Republic of Kazakhstan.

6.6.2. The following special types of baggage and cargo are not accepted for carriage:

- biological preparations;
- wild animals, fur-bearing animals and reptiles (snakes);
- big domestic animals, poultry;
- fish seed, bees, etc.

6.6.3. The following is not also accepted for carriage:

- items which in opinion of the Carrier are not acceptable for carriage as baggage due to their weight, sizes or any other features;
- items carriage of which is banned by laws, decrees, regulations, rules and instructions of state agencies of the Republic of Kazakhstan and countries to, from and via which carriage is performed.

#### **ARTICLE 6.7. ITEMS AND SUBSTANCES ACCEPTED IN LIMITED AMOUNT**

6.7.1. Passengers can carry in their baggage the following substances and items in limited amount and with consent of the Carrier unless otherwise provided for by established standards of a country to, from and via which a carriage is performed:

1. Alcoholic beverage with alcohol content between 24% and 70% by volume in vessels of at most 5 liter in volume, if they are in baggage of a passenger in an

airtight container. Total net amount of such beverages per person is 5 liter.

Alcoholic beverage with alcohol content below 24% by volume are not subject to any restrictions except for packing restrictions.

2. Nonradioactive medicine and toiletry, including aerosols. Aerosols without any extra danger for use in sport or household purposes are transported only checked-in baggage. Total net amount of all such items carried by each person must not exceed 2 kg or 2 liters and net amount of a separate item must not exceed 0.5 kg or 0.5 liter.
3. Hair sprays, sprays, cologne and medicine containing spirit only in checked-in baggage. Total net amount of all such items carried by each person must not exceed 2 kg or 2 liters and net amount of a separate item must not exceed 0.5 kg or 0.5 liter.
4. With consent of the airline, small cylinders with gas oxygen or air necessary for medical purposes.
5. Small cylinders with carbon dioxide to activate artificial limbs as well as spare cylinders of similar sizes if it is necessary to ensure a necessary reserve throughout the entire trip.
6. With consent of the airline, only in checked-in baggage, safely packed in cases cartridges for sport purposes in amount of not more than 5 kg in weight per person for personal use. Cargo rates for several persons cannot be combined in one or several cargo packages.
7. Dry ice in amount of not more than 2 kg per person to use it for cooling of unhazardous perishable products provided that gaseous carbon dioxide can emanate from a cargo package, transported in carry-on baggage or in checked-in baggage with approval of the airline.
8. Impregnated matches or private lighter carried by a separate person with himself. No carriage of lighters containing unabsorbed liquid fuel (except for liquefied gas), lighter fuel and refill elements is allowed.
9. Cardiac muscle stimulators or any other devices on radioactive isotopes, including devices with lithium battery supply implanted in a human body or radioactive pharmaceuticals contained in a human body as a result of medical treatment.
10. With consent of the airline, wheelchairs for transportation of sick patients or any other battery-driven mobile facilities fitted with leakproof batteries and transported in checked-in baggage provided that battery terminals have short circuit protection and battery is securely fitted to a wheelchair or mobile facility.
11. With consent of the airline, wheelchairs for transportation of sick patients or any other battery-driven mobile facilities fitted with leakproof batteries and transported in checked-in baggage provided that a wheelchair or mobile facility can be loaded, placed, secured and unloaded only in a vertical position and provided that a battery is switched off, battery terminals have short circuit protection and battery is securely fitted to a wheelchair or mobile facility.

If it is impossible to load, place, secure and unload a wheelchair only in a vertically position, battery must be removed and then a wheelchair can be carried without restrictions as checked-in baggage. Removed battery must be carried in hard packing sets. Such packing sets must rule out leak of and must not let go through it battery's liquid. It is necessary to ensure protection against overtopping by fixing to trays or by fixing in cargo compartments using secure fastening seals, tightening tapes, clamps or anchorages.

Batteries must have short circuit protection, fixed vertically in packing sets and surrounded by sufficient amount of compatible absorbent materials in order to completely absorb liquid contained in them.

Packing sets must be marked with "liquid battery with wheelchair" or "liquid battery with movable facility" and a corrosive danger sign.

Pilot-in-Command must be informed of location of wheelchair for transportation of sick patients or a mobile facility with installed battery or location of a packed battery.

It is recommended that passengers in advance coordinate actions with each airline. Non-leakproof batteries must be fitted, as far as possible, leakproof vent plugs.

12. Catalytic hairdressing curling irons containing hydrocarbon gas, maximum one per each person in checked-in baggage provided that a heating coil has a safe protector cap. It is not allowed to transport gas refill elements for such irons.
13. With approval of the airline, only in carry-on baggage barometer or mercury thermometer transported by a representative of a weather bureau or a similar official agency. Barometer or thermometer must be packed in a solid external packing set with a pressed inner insert or bag from durable impermeable or puncture-proof mercury resistant material which prevents mercury leak.  
Pilot-in-command must have information about a barometer or thermometer.
14. With approval of the airline, at the most two small cylinders with carbon dioxide or any other relevant gas installed in a self-righting life jacket for blowing purposes per person plus not more than two spare chargers to it.
15. With approval of the airline, heat-emanating items, i.e. such battery-driven equipment as underwater lanterns, soldering equipment which in case of inadvertent actuation will emanate ample quantity of heat and can cause fire, can be transported only in carry-on baggage. Heat-emanating element or source of energy must be removed to avoid inadvertent functioning during carriage.
16. One small medical or clinical mercury thermometer for personal use if it is in a protective case.

**Note:** The list is prepared subject to requirements of Technical Instructions to Safe Carriage of Dangerous Cargo by Air (DOC 9284 AN905, 2008-2010, ICAO).

- 6.7.2. Air Astana JSC allows passengers to carry in a passenger cabin liquids of not more than 1 liter in volume. Such liquids must be packed in containers of not more than 100 ml each. Such liquids include gels, sprayers, mascara, shampoos, perfume, colognes, creams, etc. Volume of liquids allowed for carriage by passengers in a passenger cabin of an aircraft can be limited by the airline or on demand of international organizations and authorized bodies of civil aviation of the Republic of Kazakhstan.

## **ARTICLE 6.8. CARRIAGE OF WEAPON AND AMMUNITION**

- 6.8.1. During flight passengers are not allowed to carry any firing, gas and cold arms of all types.
- 6.8.2. Weapon and ammunition for hunting and sport purposes are accepted for carriage provided that a Passenger has relevant documents for such weapon, it is discharged and packed in a special case. Such items shall be transported only as checked-in baggage.
- 6.8.3. Carriage of weapon with themselves by persons on duty shall be performed only subject to a special permit to be issued in a prescribed manner according to applicable laws and regulations of state agencies of any country to, from or via which such carriage is performed.
- 6.8.4. Weapon shall be removed from persons entitled to keep and transport weapon but not on duty and shall be handed over to a representative of the Carrier for period of flight. Blades and knives being accessories of national dress as well as souvenirs found in sale which imitate weapon shall be accepted for carriage and checked-in as baggage for a period of flight.
- 6.8.5. Items which by their appearance remind weapon (for instance, toys), pyrotechnic devices (rockets, squibs, Bengal lights, etc.), and any other items which can be used for intimidation and assault (bicycle chains, sticks, scissors and any other cutting and piercing items) are not accepted for carriage as unchecked baggage.
- 6.8.6. If itinerary of an aircraft of Air Astana airline crosses a state border, carriage of weapon aboard must be in advance settled with relevant authorized agencies of concerned countries in order to observe existing laws and regulations of such countries.
- 6.8.7. In case of an allowed carriage of weapon of all types, ammunition to firing arms,



weapon shall be accepted from checked-in, carried and issued to passengers in compliance with requirements of the instruction of the airline on carriage of weapon and ammunition by aircraft.

#### **ARTICLE 6.9. CARRIAGE OF SPECIAL BAGGAGE**

- 6.9.1. Binocular, radio sets and radio-transmitting sets, photo and cinema equipment are accepted for carriage only if they are packed in suitcases or boxes. Passenger is not allowed to use them aboard an aircraft. Feed elements except for stationary ones must be removed from radio equipment.
- 6.9.2. Passenger must not use a transistor receiver and any other electronic devices during a flight except for a hearing device, cardiological device, electronic alarm clock, calculator, lap-top computer, portable tape recorder (player) and typewriter.
- 6.9.3. Passenger is not recommended to include in his checked-in baggage any fragile or perishable products, currency notes, jewelry, precious metals, personal computers, electronic means of communication, bills of debt, financial credit instruments and any other valuables, business documents, passports, identity cards, keys and any other similar items.
- 6.9.4. Fragile goods which require special precautionary measures during carriage or special conditions of their storage (small-sized portable tape recorders, radio sets, TV sets, crystal ware, chinaware, diplomatic mail, etc.), items size of which does not exceed dimensions of carry-on baggage can be, as agreed with the Carrier and to the extent technically practicable, carried by the Passenger in a passenger cabin provided that they must be produced for screening. The above-said items are accepted for carriage as baggage only in packing which ensures integrity of its content and provided that the Carrier is not held responsible for their integrity.

#### **ARTICLE 6.10. CARRIAGE OF ANIMALS AND BIRDS**

- 6.10.1. Dogs, cats, birds and any other animals are accepted for carriage only if accompanied by adult passengers and subject to a prior consent of the Carrier. Passenger must produce a certificate issued by a state agency and any other documents required by veterinary authorities of a country to, from and via which such carriage is performed.
- 6.10.2. For carriage of animals and birds a Passenger must provide a container (cage) of sufficient dimensions with access for air.  
Bottom of a container (cage) must be waterproof and covered with absorbent material. As an exception animals and birds can be transported in tightly closed baskets, boxes with an air intake opening. Bird cages must be covered with dense lightproof fabric.
- 6.10.3. Animals and birds are accepted for carriage provided that a Passenger assumes all responsibility for them. The Carrier shall not be held responsible for any physical injury, loss, delayed delivery, disease or death of such animals and birds and also in case of their denied entry in or transportation via a country.
- 6.10.4. Passenger must observe all requirements of the Carrier and compensate the Carrier for losses and extra expenses which may arise during transportation of an animal/bird.
- 6.10.5. Test animals are not accepted for carriage.
- 6.10.6. Weight of attended animals and birds, including weight of a container (cage) and food are not included in a free baggage allowance and shall be paid for as per fare fixed in normative acts of the Carrier.  
If weight of an animal with a cage exceeds 8 kg, such animal must be carried only as checked-in baggage in an isolated baggage-compartment of an aircraft.
- 6.10.7. Guide-dogs shall be carried free of charge without a cage in excess of a free baggage allowance provided that such dog has a collar or is muzzled and it is leashed at the feet of its owner.
- 6.10.8. In case of carriage of animals and birds in baggage and cargo compartments of an aircraft relevant entries must be made into a Loadsheets: AVI code in REMARKS column in front of a relevant destination point and in LDM it is necessary to indicate

number of a cargo compartment after entry of AVI code.

#### **ARTICLE 6.11. CARRIAGE OF OVERSIZED BAGGAGE**

- 6.11.1. Oversized baggage is baggage when one article of baggage in a total of three dimensions exceeds 158 cu cm and/or weighs more than 32 kg. Oversized baggage shall be accepted for carriage subject to a prior approval of the Carrier. Passenger who wants to carry oversized baggage must notify the Carrier thereof during seat booking or buying of the ticket.
- 6.11.2. Carriage of oversized baggage shall be paid for as per special fares of the Carrier.
- 6.11.3. If several carriers participate in a carriage, then Carrier must obtain their consent to carriage of oversized baggage.
- 6.11.4. Oversized baggage shall be accepted for carriage provided that dimensions of loading hatches and baggage-cargo compartments of aircraft allow loading/discharging and its placement aboard an aircraft.
- 6.11.5. Oversized baggage must have a hold for its fastening to an aircraft, from it and aboard an aircraft during carriage.
- 6.11.6. The Carrier can refuse to accept oversized baggage if it fails to meet the above-said requirements.
- 6.11.7. No free baggage allowance is applied to oversized baggage; carriage of such baggage must be paid for as per a special fare.

#### **ARTICLE 6.12. CARRIAGE OF BAGGAGE IN A PASSENGER CABIN**

- 6.12.1. Baggage which requires any special precautionary measures (musical instrument, crystal ware and chinaware, etc.) can be carried in a passenger cabin.
- 6.12.2. Carriage of baggage in cabin shall be registered subject to a prior consent of the Carrier. After such consent to carriage of baggage in a passenger cabin a separate ticket shall be issued for such carriage with cost making 100% of annual fare of economy class "Y."
- 6.12.3. Weight of baggage carried in a passenger cabin must not exceed 75 kg and its dimensions must allow its location in a separate passenger seat.
- 6.12.4. Packing of baggage carried in a passenger cabin must have a device for its fastening to a passenger seat. Passenger himself shall take baggage on board an aircraft and take it down from an aircraft.
- 6.12.5. Baggage carried in a passenger cabin must undergo screening for aviation safety before its loading on board an aircraft.

#### **ARTICLE 6.13. ABANDONED, LEFT OR MISSENT BAGGAGE**

- 6.13.1. If after arrival to a destination, stop-over or transfer point a passenger does not receive his checked-in baggage and declares its noncollection, the Carrier or servicing agent must take all necessary measures for baggage search.
- 6.13.2. Abandoned, left or missent baggage carriage of which was paid for as per a relevant baggage fare shall be expedited to a destination, stop-over or transfer point without any extra charge.

#### **ARTICLE 6.14. DIPLOMATIC BAGGAGE.**

- 6.14.1. Diplomatic baggage (mail) accompanied by a diplomatic courier can be carried in a passenger cabin. It is registered as unchecked-in baggage separately from personal baggage of the diplomatic courier and can be placed in passenger seats not occupied by passengers (not more than 75 kg per seat).
- 6.14.2. Carriage of diplomatic baggage (mail) shall be paid for according to fare application rules of Air Astana airline.
- 6.14.3. Diplomatic baggage (mail) handed over for care of the Carrier (valise) shall be carried

according to terms and conditions of special agreements signed between Air Astana and clients and failing such agreements according to rules and instructions of the airline.

#### **ARTICLE 6.15. BAGGAGE PACKING**

- 6.15.1. Belongings being carried as baggage must be packed in suitcases, bags, parcels and any other similar containers with carrying handles. Boxes, baskets must be bound, baskets must be bound and ment for carrying. Locks must be in good order and locked. Covers, bottoms and walls must be without apertures and tightly fitted. Ropes or straps must be sound and knotless.  
Suitcases, bags, briefcases, baskets without locks must have special packing and protected from access to their content. Packing of checked-in baggage must ensure integrity of the content in conditions of standard measures of their handling during carriage.
- 6.15.2. Baggage packing of which has any protrusive items (nails, ends of bounded metal bands, wires, etc.) is not accepted for carriage.
- 6.15.3. The Carrier can refuse to accept baggage as checked-in baggage if such baggage is not in packing which ensures its integrity during standard measures of handling.  
Passenger shall be held liable for packing of baggage.
- 6.15.4. Passenger is recommended to have an identification marking with name and address of a Passenger on each article of baggage both inside and outside.
- 6.15.5. Passenger must not include in his checked-in baggage any fragile and perishable products, currency notes, jewelry, precious metals, personal computers, electronic means of communication, bills of debt, financial credit instruments and any other valuables, business documents, passports, identity cards, medicine, keys and any other similar items.

#### **ARTICLE 6.16. BAGGAGE COLLECTION**

- 6.16.1. Passenger must collect his checked-in baggage immediately after the Carrier produces it for collection in a destination point.
- 6.16.2. The Carrier shall deliver checked-in baggage to a bearer of a tear-off coupon of baggage label.  
Carrier or its authorized agent does not have to check if bearer of a baggage label and tear-off coupon is indeed entitled to collect baggage and shall not be held responsible for any damage or expenses incurred by a passenger due to issue of baggage without such check.
- 6.16.3. If a person claiming baggage collection cannot produce baggage label and tear-off coupon, baggage shall be issued to such person only after his identity documents are checked.  
Baggage collection shall take place in the airport for carriage to which it was accepted. However, on demand of a Passenger baggage can be issued in an intermediate airport unless baggage issue is banned by rules of state agencies and if time and circumstances allow such delivery and will not cause delay of a departing aircraft.
- 6.16.4. Baggage collection by a Passenger who has a tear-off coupon of baggage label without his written complaint shall be a verification that baggage was delivered safe and subject to a carriage contract.
- 6.16.6. In all cases of delayed baggage carriage, its shortage, damage or loss and in case of baggage delivery without baggage label or tear-off coupon of a numbered baggage label, it is necessary to fill into a Property Irregularity Report (PIR) to be verified by signature of a representative of the Carrier and Passenger before the last leaves an airport.
- 6.16.7. In case of shortage or damage of baggage, airport where such irregularity in carriage is found must fill into a Property Irregularity Report (PIR) in due form.

## **ARTICLE 6.17. BAGGAGE STORAGE AND SALE**

- 6.17.1. Baggage without documents, i.e. baggage without a baggage label and with an identified owner shall be stored in an airport where it was removed from an aircraft for 5 days. During that period the Carrier shall look for a baggage owner. At the end of the said period unclaimed baggage must be sent for further storage to a hub station of the Carrier.
- 6.17.2 The Carrier shall keep unclaimed baggage for six months from a day of its delivery. At the end of the said period unclaimed baggage shall be destroyed.
- 6.17.3. Perishable products in unclaimed baggage must be destroyed in case of their corruption. Failure of their further storage shall be registered in a report which confirms fact of corruption.

## **ARTICLE 6.18. LIMITED LIABILITY OF THE CARRIER DURING CARRIAGE OF CHECKED-IN BAGGAGE**

- 6.18.1. In case of loss or damage to baggage, the Carrier is liable in the amount of the cost of lost or damaged baggage. If it is not possible to establish the value of lost or damaged baggage, the Carrier's liability does not exceed \$ 20.00 (at the rate of the National Bank of the Republic of Kazakhstan on the day of payment) for 1 (one) kilogram of lost or damaged checked baggage.
- 6.18.2. When performing international transportation, the Carrier's liability is determined in accordance with the provisions of the "Convention for the Unification of Certain Rules for International Air Transport (Montreal, May 28, 1999)" or the "Convention for the Unification of Certain Rules Relating to International Air Transport (Warsaw, October 12, 1929) ", in accordance with the rules of application established by mentioned international agreements.

## **CHAPTER 7. REFUND OF PAYMENT FOR CARRIAGE TO PASSENGER**

### **ARTICLE 7.1. GENERAL**

- 7.1.1. In case of no-carriage due to the fault of the Carrier or waiver of carriage by a Passenger, the Carrier shall refund amount under unused carriage documents according to fare application rules.
- 7.1.2. Application for refund of amounts under an unused ticket, its part, excess baggage label shall be accepted by the Airline during validity of a document but in no case later than 30 calendar days after expiration of such period.
- 7.1.3. Amount shall be refunded either to a person indicated in a ticket or to a person who paid for a ticket.
- 7.1.4. Person who paid for a ticket not being a passenger indicated in a ticket shall request the airline or its agent to indicate in a ticket a receiver of refunded amount for unused carriage under such ticket.
- 7.1.5. Amount shall be refunded only against a passenger coupon (receipt) and all unused flight coupons of a ticket or excess baggage label produced to the airline.
- 7.1.6. The Carrier shall return amounts only under a document issued by it or its authorized agent.
- 7.1.7. Issued passenger ticket executed as per a standard or special fare shall be valid for refund during one year:
- from a date of start of carriage (if carriage commenced);
  - from a date of ticket execution (if carriage was not commenced). Passenger ticket shall be returned to a point where it was bought.
- 7.1.8. Payment shall be refunded in full or in part in a point where a passenger ticket was bought within one year after its issuance date, if a carriage was not performed in any section, or from a departure date in a first section of carriage, unless otherwise provided by fare application rules.

## **ARTICLE 7.2. REFUND OF PAYMENT**

- 7.2.1. Refund of payment is classified as forced, if a Passenger waives a carriage only due to the fault of the Carrier in the following cases:
- flight for which a passenger has booked a seat is cancelled, put off, delayed;
  - incorrect execution of carriage documents of a passenger; scheduled stop-over in a point being a departure, destination or stop-over point for a passenger is cancelled;
  - nonperformance of a flight according to time indicated in a schedule;
  - service class or aircraft type is replaced;
  - failure to provide a passenger with a seat according to earlier booking;
  - the airline fails to ensure a flight connection issued in a single letterhead;
  - disease or death of a passenger or his family member accompanying him aboard the same aircraft confirmed by a medical report with an indication about contraindication to a flight by an aircraft.
- 7.2.2. Amount refunded to a Passenger in case of a forced waiver of flight shall be determined according to the following provisions:
- if carriage is not performed in any section, whole amount paid for carriage shall be refunded;
  - if a carriage is performed in part, refunded amount shall correspond to an unperformed part of carriage.
- Amounts paid for the additional MyBAGGAG service shall be refunded.
- 7.2.3. In case of a voluntary waiver of a flight by a Passenger, amounts shall be refunded according to acts of the carrier in the following manner:
- if a carriage was not performed in any section, a Passenger shall be refunded an amount paid for carriage with deduction of all charges related to it;
  - if a carriage was performed in part, a difference between amount paid for the whole carriage and amount corresponding to cost of performed part of carriage shall be refunded with deduction of charges related to a performed part of carriage.
- Amounts paid for the additional MyBAGGAG service are non-refundable.
- 7.2.4. No amounts under lost hard copy passenger tickets and duplicates issued in their replacement shall be refunded.
- 7.2.5. Payment under a passenger ticket sold as per a special fare shall be refunded according to application rules of such fare.
- 7.2.6. Amount of refund under a partially used passenger ticket shall be calculated as a difference between an originally applied fare and fare of an actually performed carriage. No charges related to a performed part of carriage shall be refunded.
- 7.2.7. Amounts shall be refunded in currency of an original payment for a carriage or on request of a Passenger in the national currency of the Republic of Kazakhstan.
- 7.2.8. Amounts shall be refunded under tickets and excess baggage labels originally issued by the airline or agents according to rules of the airline.
- 7.2.9. Amounts under tickets and excess baggage receipts issued by the Airline shall be refunded in a country of issue of an original ticket and excess baggage receipt or in a representative office of the airline in a country where a ticket is being returned.

## **CHAPTER 8. ADMINISTRATIVE FORMALITIES**

### **ARTICLE 8.1. GENERAL**

- 8.1.1. Passenger shall be solely responsible for regulation of relations between state agencies and Passenger and it is not liability of the Carrier. The Carrier shall not be held liable for availability, authenticity and correct execution of any documents issued by state agencies which are produced for carriage.
- 8.1.2. Passenger must observe all laws, decrees, rules and instructions of authorized agencies of a country from, to or via which his carriage is performed which are related to compliance with requirements of special control, passport, customs, currency, sanitary, quarantine and any other formalities set out in TIM, as well as rules and instructions of the Carrier.
- 8.1.3. Passenger must produce during a check-in any entry, exit, medical and any other documents requested subject to laws, decrees, rules and instructions of authorized agencies of countries covered by a carriage.
- 8.1.4. The Carrier can refuse to carry a Passenger whose documents are produced not in full or are incorrectly executed. The Carrier shall not be held liable to a Passenger for any losses or costs related to a failure to comply with laws, regulations and instructions of authorized state agencies.

### **ARTICLE 8.2. DENIED ENTRY AND EXIT**

If state agencies make the Carrier return to a departure point or any other point any Passenger who was denied entry to a country of destination, transfer or transit, the Passenger or organization which registered him (paid for carriage of such Passenger) must compensate the Carrier for all expenses incurred in connection with such carriage.

The Carrier can use any amounts credited to it by a Passenger or organization which registered such Passenger for an unused carriage or any other amounts paid by a Passenger or organization which paid for a ticket being in disposal of the Carrier to pay for a relevant fare.

Passenger must buy a return ticket (as per an annual fare) in case of any violation of requirements of an accepting country under TIM.

### **ARTICLE 8.3. PAYMENT OF FINES AND OTHER EXPENSES**

If a Carrier had to pay a fine for a Passenger, bail him out or incur any other expenses due to failure of a Passenger or organization which registered him to comply with laws, decrees, regulations and instructions of state agencies of any country to, from or via which a carriage is performed, a Passenger and organization or person which/who paid for a passenger ticket must compensate the Carrier on its demand for all amounts paid by it.

The Carrier can use any amounts credited by a Passenger or organization which paid for a passenger ticket being in disposal of the Carrier to pay such expenses.

### **ARTICLE 8.4. CUSTOMS CONTROL AND SECURITY CONTROL**

During customs control a Passenger must observe requirements of state customs agencies, be present during screening of his checked-in baggage and carry-on baggage.

The Carrier shall not be held responsible if a Passenger is late to a flight (check-in) due to a customs control procedure and any other control procedures.

## **CHAPTER 9. LIABILITY DURING AIR CARRIAGE OF PASSENGERS AND BAGGAGE**

### **ARTICLE 9.1. GENERAL**

9.1.1. Responsibility during carriage of passengers and baggage shall be determined by the following:

- terms and conditions of a carriage contract (passenger ticket);
- regulatory legal acts of the Republic of Kazakhstan;
- Warsaw Convention for the unification of certain rules for international carriage by air, and Hague Protocol of amendments thereto;
- international agreements of air carriage;
- agreements between airlines (airports, airlines, carriers, service agents of aircraft and passengers);
- these Rules and any other acts of the Airline.

9.1.2. The Carrier shall be held liable for damage to life or health of a passenger caused during an air carriage unless it proves that such damage resulted from a force majeure event or intent of the injured.

Air carriage of a passenger covers a period from passenger's embarking an aircraft until a passenger disembarks from an aircraft no matter if an aircraft performed a flight or not.

Responsibility of the Carrier for damage to life or health of a passenger caused during an air carriage in international flights shall be determined subject to international agreements ratified by the Republic of Kazakhstan.

9.1.3. The Carrier shall cover damage for loss, shortage and/or damage of checked-in baggage as follows, unless it proves that such loss, shortage and/or damage of baggage took place not due to its fault:

- loss or shortage of baggage accepted for carriage without declared value – in amount determined in an air carriage contract;
- loss or shortage of baggage accepted for carriage with declared value – to the extent of declared value;
- damage of baggage – to the extent of an amount for which value of baggage is reduced and in case if it is impossible to restore damaged baggage – to the extent of its cost.

The Carrier shall cover damage for loss, shortage and/or damage of any belongings carried by a passenger himself to the extent of an amount for which value of such belongings is decreased, unless a passenger proves that damage was caused due to the fault of the Carrier.

Size of caused damage must be proven by Passenger himself.

Responsibility of the Carrier for loss, shortage and/or damage of checked-in baggage, belongings carried by passenger with himself during international flights shall be determined subject to international agreements ratified by the Republic of Kazakhstan.

If loss, shortage and/or damage of baggage or any other item included in it influences value of any baggage entered in the same baggage label or baggage waybill, total value of such baggage must be taken into consideration when determining amount of compensation.

Along with compensation of determined damage caused by loss, shortage and/or damage of baggage the Carrier shall return to a sender (receiver) a payment collected for carriage of lost, missing, defaced or damaged baggage, unless such payment is included in value.

### **ARTICLE 9.2. LIABILITY OF CARRIER DURING AIR CARRIAGE INSIDE THE REPUBLIC OF KAZAKHSTAN**

9.2.1. Liability of the Carrier for carriages performed by the airline inside the Republic of Kazakhstan are regulated by existing regulatory legal acts of the Republic of Kazakhstan, Rules of Air Carriage of Passengers and Baggage of the airline and carriage contract.

### **ARTICLE 9.3. EXCLUSION OF LIABILITY OF THE CARRIER**

- 9.3.1. Liability of the Carrier must not exceed amount of actual direct losses.
- 9.3.2. The Carrier shall not be held liable and shall not compensate for any damage caused directly or indirectly from its compliance with laws, decrees, regulation and instructions of state agencies and these Rules or due to Passenger's failure to observe them.
- 9.3.3. The Carrier shall not be held liable for any damage caused not due to the fault of the carrier or due to any reason beyond its control (including natural disaster, unlawful interference, requirement of state agencies, etc.).
- 9.3.4. The Carrier shall not be held liable to a Passenger under a claim made to it by a person or on its behalf with respect to a person who deliberately caused damage which entailed a fatal outcome, injury, physical injury of a Passenger or damage of his baggage during carriage.
- 9.3.4. The Carrier shall not be held liable if damage to life or health of a Passenger results from his health condition.
- 9.3.5. The Carrier shall be exempted from liability if it proves that loss, shortage or damage to baggage results from circumstances which it could not prevent or prevention of which was beyond its control, in particular due to the following:
1. fault of a person who checked-in or collected baggage;
  2. intrinsic properties of carried items;
  3. defects in packing which were not noticed during an external examination of accepted baggage;
  4. specific features of items or substances included in baggage which require special conditions or precautionary measures during their carriage and storage.
- 9.3.7. The Carrier shall not be held liable for the following:
- underweight of carried baggage in case if it arrives and is delivered to a Passenger in intact packing, without traces of theft and damage, unless a Passenger proves that shortage of baggage took place and happened due to the fault of the Carrier;
  - a delayed delivery of baggage due to circumstances beyond control of the Carrier, in particular due to adverse weather conditions, natural disaster, interference in a carriage procedure by unauthorized persons, etc.;
  - damage of fragile items, money, jewelry;
  - precious metals, silver ware, financial credit instruments and commercial paper, medicine, keys, passports, identity cards and any other items which are not accepted as checked-in baggage no matter whether the Carrier is aware of presence of such items in the baggage or not.

### **ARTICLE 9.4. LIABILITY OF PASSENGER DURING CARRIAGE**

- 9.4.1. If the Carrier incurs damage due to the fault of a Passenger, Passenger must bear financial liability to the extent of caused damage and proven loss of profit.
- 9.4.2. Passenger shall be held liable for the following:
- Rules of Carriage (photographing, filming and use of radio facilities, etc.);
  - fire safety, sanitary and antiepidemic rules;
  - flight safety rules (attempt to open a door, access door of an aircraft; refusal to fasten seat belts, smoking outside a specially allotted area, etc.)
- 9.4.3. Passenger shall be held liable for violation of public order in airport terminals and city agencies, airports, aerodromes and aboard aircraft, including he shall be held liable for any illegal actions against other passengers and personnel of the Carrier.
- 9.4.4. Extent of administrative and criminal liability shall be determined subject to the laws of the Republic of Kazakhstan or laws of a country of stay.



## **CHAPTER 10. CLAIM PROCEDURE**

### **ARTICLE 10.1. GENERAL**

- 10.1.1. Circumstances and facts which may underlie lodging of a claim by an injured person and therefore property liability of the Carrier, passengers, senders and receivers of baggage shall be confirmed by a Property Irregularity Report (PIR).
- 10.1.2. PIR shall be executed in a destination airport during baggage collection. In separate cases PIR can be executed in an original or intermediary airport in order to verify circumstances and facts of a right for compensation of damage which resulted from damage, right to lodge a claim.
- 10.1.3. Circumstances and facts of PIR execution shall be the following:
- discrepancies in name of baggage, weight or number of articles of baggage indicated in carriage documents;
  - shortage or damage of baggage;
  - damaged packing of baggage;
  - baggage without documents is found.
- PIR underlies the following actions:
- search of baggage and its owner;
  - investigation of reasons and exposure of persons guilty for loss, shortage or damage of baggage;
  - satisfaction or rejection of claims of passengers;
  - development and conduct of measures to determine reasons of loss, shortage, damage of baggage.
- PIR states only facts which verify a certain regularity during carriage of a Passenger and his baggage.
- 10.1.4. PIR shall be executed immediately after a fact of irregularity in carriage of baggage is found. PIR shall be executed and signed by:
- receiver of baggage (concerned person);
  - officer of the Carrier who verifies a fact stated in PIR.
- Representative of the Carrier who executes PIR shall be held responsible for correct filling into a necessary form, completeness and reliability of information.
- For a Passenger PIR is a legal document during lodging of a claim.
- 10.1.5. If any baggage irregularities with respect to which PIR is already executed are found in an intermediary or destination point and there is no difference between condition of baggage and data contained in PIR, no new PIR shall be executed and a note shall be made in a copy of an earlier PIR that no changes took place in condition of baggage. Such note in PIR shall be verified by signature of an officer of the Carrier. First copy of PIR shall be issued to a Passenger (receiver) of baggage.
- 10.1.6. In case of international flights Passenger must lodge a claim immediately after any irregularity is found but not later than within 7 days, and claims about delayed delivery of baggage not later than within 21 days.
- In case of domestic flights claim of a Passenger in case of missing, damaged baggage or shortage of its content must be lodged with the Carrier immediately after such irregularity is found.
- 10.1.7. If there is no claim lodged within the above-stated period, no claim can be made to the Carrier.
- 10.1.8. Baggage shall be deemed lost if it is not found during search within 21 days after a day when it had to arrive to a destination point.

### **ARTICLE 11.2. LODGING OF A CLAIM**

- 11.2.1. Right of claim and right to sue the Carrier shall be vested in a Passenger or his authorized person against a passenger ticket, baggage receipt and PIR.  
Lack of PIR does not deny a right to lodge a claim or right to sue, if it is proved that representatives of the Carrier refused to execute PIR.
- 11.2.2. Claim shall be lodged with the Carrier before the Carrier is made a claim under disputes related to a carriage.
- 11.2.3. The Carrier must study a claim within thirty calendar days after it is lodged and notify in written a passenger, consignor or consignee about satisfaction or rejection of a claim, if carriage is fully performed by flights of Air Astana airline. In other cases time for consideration of a claim can be extended bearing in mind existing rules of claim consideration of other carriers.
- 11.2.4. When executing a claim it is necessary to bear in mind the following:
- in case of loss or shortage of baggage carriage of which is paid for the Carrier must refund a payment collected for its carriage along with a compensation;
  - in cases when packing of baggage is damaged due to the fault of the Carrier the Carrier must compensate Passenger for cost of packing;
  - in case if a Passenger receives only a part of checked-in baggage or damage is caused to a part of checked-in baggage, liability of the Carrier shall be determined based on weight of a lost or damaged part of baggage. However, when loss, shortage, damage or delayed delivery of a part of checked-in baggage affects cost of other articles of baggage included in the same baggage receipt, their total weight shall be taken into consideration when determining amount of compensation.
- 11.2.5. Claim must be executed in written and contain all information necessary for its consideration. Claim of an individual must contain the following information:
- name of the Carrier with which a claim is lodged;
  - full name of an applicant, personal e-mail address;
  - circumstances which underlie a claim, content of claim;
  - amount of payment under a claim, its computation confirmed by relevant documents (receipt, bills, etc.);
  - list of documents attached to the application.
- Claim must be signed by an applicant or verified by an electronic digital signature.  
Copies of identity documents of an applicant must be attached to a claim.
- Claim of a legal entity must contain the following information:
- name of the Carrier with which a claim is lodged;
  - name of a legal entity being an applicant, postal address, reference number and date;
  - circumstances which underlie a claim, content of claim;;
  - amount of payment under a claim, its computation confirmed by relevant documents (receipt, bills, etc.);
  - list of documents attached to the application.
- Claim must be signed by a chief executive officer of a legal entity being an applicant or authorized person (representative) or verified by an electronic digital signature.
- 11.2.6. For the purpose of nondisclosure of information related to flights of a Passenger to any third parties, an electronic claim to the Carrier must contain an electronic signature.
- 11.2.7. Claim must be attached all necessary documents which confirm right of a passenger to seek compensation, including ticket, excess baggage receipt, tear-off coupon of baggage label, Property Irregularity Report, etc. Amount of claim must be proven by an applicant.
- 11.2.8. In case if a claim is lodged without attachment of above-said documents, the Carrier shall additionally request required documents and stipulates deadline of their delivery and after such deadline the claim must be considered only with available documents.
- 11.2.9. In case of partial satisfaction or rejection of a claim the Carrier must indicate in its response

reasons of its decision with reference to relevant regulatory legal acts and articles of these Rules. In these cases the Carrier must return to the applicant all original documents attached to a claim.

- 11.2.10. Claim of a Passenger, consignor or consignee shall be studied by the Client Relations Department.
- 11.2.11 Claim of a Passenger, sender or receiver of baggage shall be studied by the Baggage Search Department.
- 11.2.12. If claim is rejected in full or in part or no answer is delivered by a deadline a passenger can sue the Carrier in a court.

**President**  
**Air Astana JSC**

**Peter Foster**