

Condition of Carriage- Wataniya Airways

➤ Definitions

"Baggage" – means the Passenger's personal property carried along by him/her in connection with the trip to be undertaken. Unless otherwise specified, it consists of both Checked-in and Hand Baggage.

"Baggage Check" – means the tag/receipt issued by Wataniya Airways to a Passenger that relates to the carriage of the Passenger's Checked-in Baggage and is affixed to the boarding pass.

"Baggage Identification Tag" – means a document issued solely for identification of Checked-in Baggage and is attached to each such Checked-in Baggage.

"Booking" – means a booking made in Wataniya Airways' database subject to the receipt by Wataniya Airways, of the full payment which is the primary record of the reservation.

"Checked-in Baggage" – means such Baggage which is carried by Wataniya Airways for the Passenger, and for which Wataniya Airways has issued a Baggage Check to the Passenger upon check-in. Checked-in Baggage cannot be carried as a hand Baggage by the Passenger.

"Conditions of Carriage" – means these conditions i.e. the contract of carriage as available on Wataniya Airways' website or delivered with the Passenger's Booking or Itinerary/Receipt, which incorporate, by reference, these Conditions of Carriage and notices. The Conditions of Carriage is subject to changes as may be introduced by Wataniya Airways from time to time.

"Confirmed Booking" – means the confirmation of a Booking generated to the Passenger upon receipt of full payment from the Passenger in respect of his/her Booking, and the issuance of a valid confirmation number or PNR by Wataniya Airways or a Travel Partner, as the case may be.

"Connected Segments" – means the connectivity offered by Wataniya Airways between two Flight Segments operated by Wataniya Airways.

"Passenger" – means any person, except members of the crew, carried or to be carried in an aircraft by Wataniya Airways pursuant to a Confirmed Booking.

"Damage" – includes death or bodily injury to a Passenger, loss of or other damage to Baggage, arising out of or in connection with carriage performed by Wataniya Airways pursuant to a Confirmed Booking.

"Fees" – means the combination of the Passenger Service Fee, User Development Fee, and any other fees which is applicable for the provision of service by Wataniya Airways or collected by Wataniya Airways as mandated by regulatory authorities.

"Force Majeure" – means unusual and unforeseeable circumstances beyond Wataniya Airways' control, the consequences of which could not have been avoided even if all due care had been exercised.

"Flight Segment" – means a single take-off and landing.

"Hand Baggage" – means any of the Passenger's Baggage other than Checked-in Baggage, which the Passenger is permitted to carry with him/her in the flight in accordance with the Conditions of Carriage and other regulations of the applicable regulatory and statutory authorities.

"Itinerary/Receipt" – means a document or documents that Wataniya Airways issues to Passengers travelling with a valid booking; that contains the Passenger's name, flight information, Booking reference number, Conditions of Carriage extract and/or link and notices.

"PNR" – means a Passenger's Name Record, which is a unique Booking reference number which identifies the Passenger's Booking in Wataniya Airways' database for a Flight Segment or combination of Flight Segments.

"Sector" – means one or more consecutive Flight Segments having the same flight number.

"Stopover" – means a scheduled stop on the Passenger's journey, at a point between the place of departure and the place of destination.

"Tariff" – means the published fares, charges and/or related Conditions of Carriage of Wataniya Airways.

"Travel Partner" – means a travel agency that makes Bookings for air travel and other ancillary services for Wataniya Airways' flights.

"We" / "our" / "ourselves" / "us" / "Carrier" / "Wataniya Airways" – means Wataniya Airways Limited.

"Website" – means the internet site www.wataniyaairways.com provided by Wataniya Airways on which the Passengers can make Bookings and also to access information about Wataniya Airways.

➤ **Applicability**

These Conditions of Carriage shall apply all International Scheduled Flights operated by Wataniya Airways

➤ **Tickets/ Itinerary**

- **Prima Facie Evidence of Contract:** The Itinerary is prima facie evidence of the contract for carriage between passenger and us. The Itinerary, these Terms & Conditions and our Conditions of Contract (including applicable Tariffs) together constitute the terms and conditions of the contract of carriage between you and us.
- **Transferability:** The contract for carriage is only transferable as provided in these Terms & Conditions and our Conditions of Contract.
- **Validity:** The Itinerary is only valid for the Passenger named and the flight specified therein.
- **Identity:** We will provide carriage only to the Passenger named in the Itinerary or Electronic Ticket. You will be required to produce appropriate identification at check-in.

➤ **Stopovers**

Stopovers may be permitted at agreed stopping places subject to government requirements and carrier's regulations

➤ **Fares & Charges**

- **General**

Fares apply only to carriage from the airport at the point of origin to the airport at the point of destination. Fares exclude ground transport services between airports and between airports and town terminals unless otherwise specifically stated by us. We are strictly a point-to-point carrier and shall not be responsible to you for any connecting flights. We shall not be liable to you for your failure to meet any connecting flights.
- **Infants**

The fees for infants between Fourteen (14) days old to under the age of two years (24 months) old (on the date of travel for the first outbound flight) are provided for in the Schedule. An infant may travel provided he/she sits on an adult's lap. Only one (1) infant is allowed for one (1) adult. No perambulators are allowed on board the aircraft. The number of infants is limited per flight due to safety regulations and as such, there may be a possibility that we may not be

able to accommodate your request to carry infants with you. Please check the availability at the time of booking.

- **Government Taxes, Charges and Insurance Surcharge**

Any government taxes, charges or insurance surcharge imposed on air travel by the Government, relevant authority or the airport operator in respect of your use of any of our services or facilities will be in addition to our fares, administration fees and charges and shall be borne by you, unless otherwise specifically stated by us. Such government taxes, charges and insurance surcharge imposed on air travel may change from time to time and can be imposed even after the date that your booking has been confirmed. You shall nevertheless bear such government taxes, charges or insurance surcharge as and when they fall due prior to departure. Please refer to our Schedule for amounts on taxes, charges and Insurance Surcharge.

The amount of any applicable taxes, duties, fees, charges or surcharges payable by the Passenger is calculated as on the date of Booking. Even after the time of booking, the passenger is obligated to make payment for any tax, charge or fee increase, or any new tax, charge or fee imposed by a government, airport operator or other authority

The total fare payable to Wataniya Airways per Booking, per Passenger, per Sector includes four components: basic fare, taxes imposed by the Government, surcharges that are imposed by Wataniya Airways, and fees imposed by the Government and/or Airports.

Please note that these fare components may undergo a change at any time without notice.

Travel Agency commissions are not included in the ticket fare and the travel agency can charge an additional amount of KWD 3.000 for a One-Way Passenger and KWD 5.000 per Return Passenger for Economy class bookings and KWD 6.000 for a One-Way Passenger and KWD 10.000 per Return Passenger for Business Class. Same handling fee is applicable for City Sales Shops and Airport ticketing counter. This fee is a non-refundable. Non-refundable Transaction Fee of KWD 2.000 is charged per passenger per sector for all Net Banking / Cash Card Transactions

Non-refundable Transaction Fee is applicable per passenger per sector for all Net Banking (KNET) transactions (0.5% of total fare)

The applicable charges for Credit cards shall be levied on all online payments as Transaction Fee (Per Passenger per Segment) KWD 2.5% of total fare.

A Booking Fee of KWD 5.000 per passenger per sector will be applicable for all bookings made from the Call center. This fee is non-refundable.

Please note that Wataniya Airways fares, including any component thereof (basic fares, taxes, surcharges and fees), may be updated without notice; however, once you have already made a Booking, the fare will not be changed with respect to that Booking. Please also note that some services may require additional fees not mentioned above.

➤ **Currency**

Fares and charges are payable in the currency prescribed with our published fares unless otherwise specifically stated by us.

➤ **Accuracy**

All fares, prices, flight schedules, routes published, pre-booked products and services are correct at the time of publication and are subject to change at any time and from time to time without prior notice.

➤ **Applicable Fares**

Applicable fares are those published by us or on our behalf, whether electronically or by way of other medium. Fares may exclude administration fees, service charges and other charges unless otherwise specifically stated by us.

All our Bookings are subject to the Conditions of Carriage. However, our special airfare charges have certain additional terms and conditions attached to them. In the event Booking is made on the special airfare charges, except to the extent specified otherwise in the additional terms and conditions governing the special air fares charges, these Conditions of Carriage shall apply in its entirety. Airfare Charges booked through our Website or on Wataniya Airways' mobile apps are bound by the same terms and conditions as those of all other all Bookings.

Wataniya Airways offers Airfare Charges on a one-way basis for ease of purchase. Certain promotional Airfare Charges require a round-trip itinerary and once purchased do not allow partial cancellation of the itinerary. Passengers shall always refer to detailed Airfare Charges rules at time of making the Booking.

All Airfare Charges are quoted in Kuwaiti Dinars (KWD).

Please note that certain Airfare Charges may have conditions which limit or exclude the Passenger's right to change or cancel Bookings.

Airfare Charges are subject to change without notice. Once purchased, the Airfare Charges will not change, provided, however, that if the Passenger requests for a subsequent change in the Booking or routing, revised Airfare Charges may be applicable.

A Booking is valid from the date the Booking was made until the last commencement date of travel thereon. Unused Bookings or portions thereof, are non-refundable and will expire in accordance with these Conditions of Carriage. Passengers who fail to check-in and travel on a Confirmed Booking on the date of travel shall be treated as a no-show Passenger.

A person shall not be entitled to be carried on a Wataniya Airways flight unless that person presents a valid Itinerary, duly issued in accordance with these Conditions of Carriage.

Wataniya Airways from time to time introduces/offers certain add-on services inter-alia including seat selection, pre-paid meals or additional excess Baggage allowance, at the time of Booking. Such services shall be governed by the respective terms and conditions for such add-on services mentioned at the relevant sections of the Website.

➤ **Reservations**

- **General Provisions**

The Booking (and the resultant PNR generated thereafter) upon receipt of full payment for such Booking constitutes prima facie evidence of the contract of carriage between Wataniya Airways and the Passenger named on the Booking. Wataniya Airways will permit carriage only to the Passenger(s) named in the Booking subject to the appropriate, valid and applicable identification proof being produced at the time of travel and any other requirements imposed by law, regulations or Wataniya Airways' policies.

Wataniya Airways is a ticket-less airline. Wataniya Airways offers a printed Itinerary with a PNR and the details of the reservation. An Itinerary does not constitute a document of carriage. The Booking in our database is the primary record of carriage and in the event of any differences between the Itinerary and the Booking in our database, the Booking and its terms will prevail.

Some Bookings can be made at discounted fares which may be partially or completely non-refundable.

Wataniya Airways does not issue open Bookings, i.e. a Booking is required to have a specific date for travel and cannot be booked in an open-ended manner.

Bookings can be made at the following points of sale:

- On our Website,
- By contacting the 24/7 Wataniya Airways Call Centre.
- Wataniya City Offices, or
- Travel Partners,

Passengers using our Website and / or traveling with Wataniya Airways agree to these Conditions of Carriage that are available on our Website or referred to in the Itinerary / Receipt.

Wataniya Airways accepts MasterCard and VISA cards at the Wataniya Airways Call Centre and on our Website. Passengers should carry the credit card, or a copy of the credit card duly signed by the card holder, at the time of check-in. Debit cards of select banks (both Kuwait and International) are also accepted on our Website. The usage of such cards is also subject to all the applicable terms and conditions including those which applicable to credit cards.

- **For Cards issued outside Kuwait:**

- Passengers who have used such cards for making a booking may receive a verification call. Passengers travelling on such Bookings are requested to carry the credit card or the copy of credit card used for making the reservation at the time of check-in. If the transaction remains unverified, the amount will be refunded and an email notification will be sent to make the payment towards such Booking through the prescribed alternate modes within the stipulated time, failing which the reservation may be cancelled. We strongly recommend that the Passengers check their status of the Booking on the Website before travel.
- In case a Booking has been made by a Passenger using an international credit card, the Passenger must carry the original credit card through which the Booking has been made at the time of travel.
- Cash and credit cards are also accepted at Wataniya Airways town Sales Shops and airport Sales counters.

➤ **Changes and Cancellations**

Once a Confirmed Booking is made, the basic fare and all Wataniya Airways surcharges paid are refundable, along with the Government and Airport Fees / Taxes, subject to Wataniya Airway's change or cancellation rules and fees. If the Passenger does not check in for a flight at least forty-five (45) minutes prior to its scheduled departure time, the total amount for the Confirmed Booking will be forfeited. The Passengers are,

however, entitled to a refund of the Government and Airport Fees and/or Taxes (if applicable).

Wataniya Airways shall charge a Change/Cancellation fee per Passenger per Sector for making changes/cancellations. The amount of change / cancellation will be as per below table and is subject to change without prior notice. This fee will be deducted from the total amount of the basic fare and Wataniya Airways surcharges, and the remainder will keep as a Credit note which can be used in 1year from date of booking (in the case of cancellation) or may be applied to the Passenger's changed Booking (in the case of a change)

For Changes

Business	Economy
>Available upto 12hrs prior to scheduled departure. >No change fee > Fare difference will be applicable if any	>Available upto 24hrs prior to scheduled departure. >KD 10 change fee per passenger per flight > Fare difference will be applicable if any

For Cancellation

Business	Economy
>Available upto 12hrs prior to scheduled departure. >KD 15 cancellation fee per sector per passenger. >Balance held in credit shell for 1yr	>Available upto 24hrs prior to scheduled departure. >KD 15 cancellation fee per sector per passenger. >Balance held in credit shell for 1yr

- o Wataniya Airways allow payment on its website through internet banking and debit or credit cards. The usage of these services is governed by the terms and conditions of the respective bank or credit card Company. Wataniya Airways does not accept personal cheques towards booking payments.
- o Wataniya Airways does not allow name changes to an existing Booking.
- o For Bookings made through Travel Partners or online travel portals, the refund may be claimed from the respective Travel Partners/ Portals

- o Wataniya Airways requests that at the point of reservation, the Passenger provides the airline or it's Travel Partner with a contact number (valid mobile number) for each city in the Passenger's Itinerary including the applicable country and area codes. This will assist Wataniya Airways to inform Passengers of any /changes with a flight on which they are booked.
- o We strongly recommend that Passengers check their Itinerary for accuracy, and verify their itinerary 24 to 12 hours before the scheduled departure of the flight on our Website or the Call Center.

➤ **Personal Data**

The Passenger recognizes that personal data has been given to Wataniya Airways for the purposes of making a Booking, obtaining and for providing ancillary services or products that may be offered by Wataniya Airways and/or its service partners from time to time, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with the Passenger's travel. The Passenger consents that such personal data may be used by Wataniya Airways or its partners to check online credit/debit/identity fraud and also to improve the experience of the Passengers with Wataniya Airways. For these purposes, the Passenger authorizes Wataniya Airways to retain and use such data and to transmit it to the own offices, Travel Partners, government agencies, other carriers, the providers of the above-mentioned services, authorized third parties. The Passenger also recognizes that Wataniya Airways and / or its service partners may contact them via email or other means to inform them of account status or changes or alterations to the service, or to inform them of other services provided or contemplated or promotional schemes etc.

➤ **Seating**

Wataniya Airways offers assigned seating at airport check-in counters. For preferential seating, Wataniya Airways offers advanced seat assignment through its booking portal at the time of Booking or after Booking. Certain Premium Seats may have a fee associated with them. Passengers who have booked on the website will be assigned a seat automatically without any charge if they have not chosen one on their own. Passengers who have not been associated a seat automatically can select seats at the time of web check-in. Wataniya Airways reserves the right to assign or re-assign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety and/or security reasons.

Passenger can select premium seats (Front rows & Emergency Exit rows) with a charge of KD 5.000 and window aisle seats with a charge of KD 2.000 and middle seat KD 1.000

➤ **Meals on board**

Wataniya Airways offer complimentary meal for our passengers

➤ **Check-In**

Passengers shall not be entitled to be allowed to travel on a Wataniya Airways flight unless they present a valid Itinerary, duly issued in accordance with the Conditions of Carriage.

All Passengers, including children and infants, must present valid photo identification at the time of check-in. The Passengers must ensure that they have valid travel documents at all times.

Besides valid photo identification, Passengers may be required to present the credit / debit card or a signed photocopy of the credit / debit card used to pay for the Booking, at the time of check-in.

Passengers who cannot provide sufficient identification will be denied boarding at the Passenger's sole risk and liability and Wataniya Airways shall not be held liable for such denial or any consequences resulting therefrom.

Wataniya Airways recommends that Passengers report for Check-in at least 3 hours prior to the departure of the scheduled flight. The Passenger's journey will be smoother if they allow themselves ample time to comply with the Check-in timelines. Wataniya Airways reserves the right to cancel a Passenger's reservation if he/she does not comply with the check-in timelines.

Check-in closes 45 minutes prior to the scheduled departure of the flight.

Failure to complete the check in formalities within the stipulated time limit would result in forfeiture of the Booking amount. The Booking would be declared a "No show" and the Passenger would not be entitled to a refund or a credit. However, only applicable taxes may be refunded to the Passenger upon request made by the Passenger to Wataniya Airways sales shops at the point of sale within 15days.

Passengers must ensure that there is enough time gap between two flights while making a Booking involving a change of airplanes or carriers at a point of Stopover. Wataniya Airways will not be liable in any manner, if the Passenger misses his/her

connecting flight as a result of any delay in Wataniya Airways' flight due to any reason whatsoever.

➤ **Boarding**

In order to maintain schedules, the boarding gate will be closed 30 minutes prior to the departure time. The Passengers must be present at the boarding gate not later than the time specified by Wataniya Airways when they check in or any subsequent announcements made at the airport. Any Passenger failing to report at the boarding within the aforesaid timelines shall be treated as a "Gate No Show" and the ticket amount for such Booking shall be forfeited by the Company.

➤ **Compliance**

You are solely responsible for complying with all laws, regulations, orders, demands and requirements of countries flown from, into or over and with our Terms & Conditions, notices and instructions given by us relating thereto. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, notices, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, notices, requirements or instructions.

➤ **Refusal and Limitation of Carriage**

Wataniya Airways may refuse carriage of the Passenger or the Passenger's Baggage if in the exercise of its discretion, it is determined that such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over. The Passenger's conduct, status, age, mental or physical condition and/or the condition or state of the Passenger's Baggage is such as to cause reasonable fear of harm to other Passengers or to our crew or the aircraft or safety in general, or the Passenger may pose a hazard or risk to himself, other persons or to property. The Passenger has committed misconduct on a previous flight and there is a reasonable likelihood that such conduct may be repeated. The Passenger has not observed, or is likely to fail to observe, our instructions. The Passenger has refused to submit to a security check. The Passenger fails to observe Wataniya Airways'

instructions with respect to safety or security. The applicable fare or any charges or taxes payable by the Passenger, have not been paid. The payment of the Passenger's fare is fraudulent. The Passenger does not have proper and/or adequate travel documentation. The Passenger has failed to complete the Check-In timeline or failed to arrive at the boarding gate on time. The Booking of our seat has been done fraudulently or unlawfully, or has been purchased for a person not authorized by us. The credit card, by which the payment was made by the Passenger, has been lost or stolen. The Itinerary or the Booking is counterfeit or has been obtained fraudulently. The Itinerary has been altered by anyone other than Wataniya Airways or its Travel Partners, or has been mutilated (in which case, we reserve the right to retain such document), and/or The person checking in or boarding, cannot prove that he/she is the person named as the Passenger on the Itinerary (in which case, we reserve the right to retain such Itinerary).

➤ **Guidelines on Unruly Behavior by a Passenger on Wataniya Airways' Aircraft**

- **No Passenger shall on board an aircraft –**
 - Assault, intimidate or threaten, whether physically or verbally, any person or a crew member which may interfere with the performance of the duties of the crew member or lessens the ability of the crew member to perform those duties.
 - Refuse to follow a lawful instruction given by the Pilot-in-Command, or on behalf of the Pilot-in-Command by a crew member, for the purpose of ensuring the safety of the aircraft or of any person or property on board or for the purpose of maintaining good order and discipline on board.
 - Intentionally cause damage to or destroy any of property.
 - Consume alcoholic beverages or drugs, Which is likely to endanger the safety of the aircraft or of any person or jeopardizes the good order and discipline on board the aircraft.
- **No passenger shall smoke:**
 - in any part of an aircraft or in its vicinity.
 - anywhere in an aircraft smoking is prohibited.
- No Passenger shall interfere with the pilot or with a member of the operating crew of an aircraft, or tamper with the aircraft or its equipment or conduct himself/herself in a disorderly manner in an aircraft or commit any act likely to imperil the safety of an aircraft or its Passengers or crew.

- Use of mobile phones in flight mode is allowed on all phases of the flight. Other PEDs like laptop, electronic entertainment devices are allowed only during cruise.

➤ **Special / Disability Assistance**

▪ **Infant (INF)**

- For safety reasons, children above the age of fourteen (14) days and under the age of two (2) years as on the date of travel are regarded as Infants. In the event of a failure to produce a valid proof of age for the Infant, full fare as applicable on the date of travel will be payable for the Infant and the infant will be allowed to travel only subject to availability of seats.
- No extra seats may be booked for Infants. Infant must be seated in an adult's lap.
- A maximum of one infant per adult is allowed.
- For infants not occupying a seat a fee per sector is applicable and is inclusive of all taxes including but not limited to applicable service tax, fees and surcharges.
- Infants are permitted a baggage allowance for hand Baggage only for a maximum weight of 7Kgs which includes Infant's belongings

▪ **Unaccompanied Minors (UMNR)**

- Wataniya Airways may, at its sole discretion, accept Unaccompanied minors, that is, children aged above 5yrs and below 12yrs upon payment of an additional fee.
- Under 5 years: UMNR Service is unavailable; the child MUST travel with someone over the age of 18 years.
- 5-12 years: Book UMNR and the child can travel on all flights
- 13-18 years: consider as Young Passenger and can travel alone or we would be happy to offer the UMNR Service if required.
- We shall not accept UMNR on any connecting flights or stopover flight.

○ **At departure**

- Please make the child available at the airport at least 3 hours prior to departure.
- A parent or guardian is required to complete a signed form at the point of check-in at each departure airport prior to travel, which must include the name and contact numbers for a parent or guardian (above the age of 18) who will meet the unaccompanied minor at the point of arrival.

- Valid photo-ID for both the unaccompanied minor and the parent or guardian is required at the point of check-in.
- A staff member will take the child to the aircraft where our cabin crew will then look after them.
- The parent or guardian must remain at the airport until the flight has departed.
 - **On Board**
 - Unaccompanied Minors are seated near to the galley so that the cabin crew can keep a watch and take care of them.
 - To make sure that the child has a comfortable flight, the parent is requested to pack medication, warm clothing and a favorite toy or game in their hand baggage.
 - **Upon arrival**
 - When the flight arrives, our ground staff will accompany and assist the UMNMR through the airport arrivals process.
 - We will only release the child to the care of the nominated adult, after checking their photo ID as per the details mentioned in the form
 - Please be available at the arrival hall at least 30 minutes prior arrival to receive the child.
- **Pregnant Woman**
 - Women with a pregnancy period less than 27 weeks can travel without a doctor's permission; however, they must show a doctor report indicating the pregnancy period. Pregnant women between 27-32 weeks require a doctor's permission specifying the expected delivery date and this should be issued at least one week prior to the date of travel, it must also mention that she is fit to travel by air. Women with a pregnancy period above 32 weeks are not allowed to travel.
- **Mobility Assistance**
 - Wataniya Airways would be more than happy to provide a wheelchair as per your requirement. In order to ensure the service meets your needs, our call center agent or the airport staff may ask you some questions to determine the level of assistance you require.
 - Wataniya Airways' wheelchair service is provided with an attendant at no additional charge to you. The attendant will assist in transporting you

within the airport area and to the gate or the aircraft door (depending on the airport facilities).

- Our team is trained in transferring techniques and can assist if you are unable to transfer by yourself from the wheelchair to/from your seat.
- Please be aware that there might be unpredictable circumstances such as weather or mechanical problems that may call for a last minute unavoidable change, but we will do our best to accommodate your needs.
- If you are travelling in a group of 10 or more people and require wheelchairs, please contact us at least 48 hours before scheduled departure
- Wataniya Airways does provide assistance in moving to and from seats; and help in preparation for eating. However, we express our inability to provide passengers with any assistance for personal care needs on-board, such as, eating/drinking, administration of medications, assistance inside the lavatory, or other personal care needs.

- o **Before travel**

We want our passengers to be as comfortable as possible on their Wataniya Airways flight. Our staff will be pleased to discuss their needs, so call us in advance and we'll help you plan your travel.

- o **Traveling with own wheelchair**

If passengers wish to check-in their own wheel chair, Wataniya Airways shall provide assistance to dismantle and/or reassemble the wheelchair under the supervision of the passenger. However, Wataniya Airways shall not be liable for any damage arising while handling the wheelchair. Such checked in wheelchair will be returned to the passenger at the destination airport

If the passenger wishes to use their own wheelchair at the airport, they are permitted to do so up to the aircraft, whereupon it will be stored in the hold area.

In the event of loss or damage, mobility aids or any equipment relating to the disability which are placed into the checked in luggage is not covered for anything more than the maximum liability under Wataniya Airways' Conditions of Carriage.

We recommend suitable travel insurance for any equipment carried along

Unfortunately, electronic powered wheelchair(s) with a wet-cell battery shall not be accepted since it's corrosive in nature and is considered to be a "Dangerous Good"

Unfortunately, electronic powered wheelchair(s) with lithium or non-spill able battery shall not be allowed beyond the check-in counter, due to security reasons

Electronic wheelchairs will be dismantled at our check-in counters and the passenger needs to carry something to seal the battery terminals to avoid damage to the battery

- o **Airport Wheelchairs**

We have wheelchairs available for use at all airport locations to assist with transportation from check-in to the boarding gate, making connections (if applicable) and from the aircraft to the arrivals hall at the destination. Passengers can request this service when making their booking, and upon arrival at the airport they can notify one of our airport service agents about their wheelchair requirement. For a hassle-free experience passengers shall notify Wataniya Airways at least 48 hrs prior departure.

- o **At destination**

If the wheelchair has been stowed in the hold, we'll make every effort to return it to the passenger as close to the aircraft door as possible. If this is not possible, we will make sure there is a wheelchair available to assist passenger to the baggage reclaim area

We can arrange assistance between the gate and the arrivals hall if the passenger would like this service. Depending on the airport, this will either be by electric buggy, airport wheelchair or accessible buses.

- **Carriage of Blind passenger (BLND)**

Wataniya will accept blind passengers to travel on direct flights only. Guide dogs are not allowed to travel on WATANIYA Airways flights. We want our passengers to be as comfortable as possible on their Wataniya Airways flight. Our staff will be pleased to discuss their needs and consideration and assistance should be offered regularly throughout the flight

- **Special Load In The Cabin (Blocked Seat Baggage)**

Acceptance is permitted if the safety and comfort of other Passengers will not be impaired and the size of the baggage permits it to be secured on the seat in

such a manner as to prevent movement on crash impact. A Passenger is prepared to pay for an extra seat to carry extremely valuable baggage, (e.g. antique musical instruments, works of art etc.), only baggage accompanied by a Passenger may be accepted.

Below services are not available on Wataniya Airways.

- Use of Portable Oxygen Concentrator (POC)
- Use of Continuous Positive Airway Pressure (CPAP)
- Use of Ventilator
- Carriage of an Incubator
- Passenger Travelling on Stretcher

➤ **Baggage**

○ **Checked Baggage**

- Free Checked Baggage Allowance for both Business and Economy as mentioned below (applies per adult and child, does not apply to infants):

Business	Economy
-40 Kgs allowance free	-20 Kgs allowance free

FOR HBE (No additional baggage)

Business	Economy
-50 Kgs allowance free	-40 Kgs allowance free

FOR ATZ, HMB, LXR (No additional Baggage)

Economy
-30 Kgs allowance free

- In accordance with international laws, Passengers are not allowed to carry any single check-in baggage weighing more than 32kg.
- The dimensions of the Checked Baggage should not exceed 158cms (62 inches) in overall dimensions(L+W+H)
- Prepaid excess baggage can be booked for **certain destinations** 6 hours prior to the departure of the flight at the following rates via our website or City Sale Shop:

Business	Economy
-10 Kgs additional @KWD 5	-10 Kgs additional @KWD 5
-20 Kgs additional @KWD 15	-20 Kgs additional @KWD 15

*Baggage charges are Non-refundable.

- **Excess baggage fee at Airport check-in may varies according to the destination** plus KWD 2.000 service charge will be applicable.
- Checked Baggage will, whenever possible, be carried on the same aircraft as the Passenger, unless Wataniya Airways decides for safety, security or operational reasons, to carry it on an alternative flight. If the Checked Baggage is carried on a subsequent flight, Wataniya Airways will deliver it to the Passenger, unless applicable law requires the Passenger to be present for customs clearance.
- Wataniya Airways does not connect Baggage to other airlines. Passengers deplaning from one Wataniya Airways' aircraft and boarding another airline or vice versa must collect their Checked Baggage and report to another airline. Passengers must ensure that there is enough time gap between two flights while making a Booking involving a change of airplanes or carriers at a point of stopover.
- Wataniya Airways will not be liable in any manner, if the Passenger misses his/her connecting flight as a result of any delay in Wataniya Airways flight due to any reason whatsoever. Wataniya Airways accepts check-in baggage for connection onto its own flights provided the Passenger has booked a Connecting Segment as defined in these conditions of carriage.

o **Hand Baggage**

Hand baggage is accepted in the cabin subject to the availability of space in the overhead bin or under the Passenger's seat.

As per guidelines, travelling Passengers may carry maximum 7 Kg's of Hand Baggage, with an additional restriction on maximum size of hand baggage not exceeding 7 Kg and of dimension - length 55cm + width 40cm + height 20cm respectively. Passengers accompanying infants are allowed an additional piece of Hand baggage weighing up to 7Kgs, not exceeding the above size

In the event where a hand bag is over-sized or over-weight, Wataniya Airways may require transfer of Hand Baggage to the Baggage compartment of the aircraft prior to take-off. In such cases, a Passenger's Hand Baggage will be specially tagged and returned upon arrival, and the same can be collected from the conveyor belts where

Checked Baggage is normally received. In the event the Hand Baggage is transferred to the Baggage compartment due to increased weight over and above what is permissible for Hand Baggage, Passenger shall be liable to make payment of the excess baggage to Wataniya Airways at then applicable rate per kilo gram for the excess baggage.

Items determined by us to be of excessive weight or size, or of an offensive nature, will not be permitted on board. Subject to the prevalent applicable local laws and regulations, Passengers may take liquids on board in their Hand Baggage, subject to screening and security checks, and can carry a maximum volume of 100ml

o **Right to refuse carriage**

Wataniya Airways reserves the right to refuse carriage of such Baggage or such items found in the Baggage as stated below:

- Items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling.
- Items which are likely to endanger the aircraft or persons or property on board the aircraft such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, Dangerous Goods as per local laws and applicable regulations and as per our own Terms and Conditions.
- Items, the carriage of which is prohibited by applicable laws, regulations or orders.
- Compressed gases: deeply refrigerated, flammable, non-flammable and poisonous such as butane oxygen, liquid nitrogen, aqualung cylinders and compressed gas cylinders.
- Corrosives items such as acids, alkalis, mercury and wet cell batteries and apparatus containing mercury
- Explosives, munitions, fireworks and flares, ammunition including blank cartridges handguns, fireworks, pistol caps, swords, knives and similar items.
- Flammable liquids and solids such as lighter refills, lighter fuel, matches, paints, thinners, fire-lighters, lighters that need inverting before ignition, matches, radioactive material, briefcases with installed alarm devices.
- Oxidizing materials such as bleaching powder and peroxides.
- Poisons and infectious substances such as insecticides, weed-killers and live virus materials.
- Fish (including, sea food), animals, birds, insects in any form, whether live and/or dead and/or frozen and/or dried.

- Anything that possesses and/or is capable of possessing and/or emitting a conspicuous and/or offensive odor.
- Other dangerous articles such as magnetized materials, offensive or irritating materials.
- Human or animal remains.
- Live or dead animals.
- Items, which, in our reasonable opinion, are unsuitable for carriage by reason of their weight, shape, size or character.
- Any other item that Wataniya Airways feels may cause inconvenience or a safety hazard to its Passengers.

- o **Right to search**

- For reasons of safety and security, we or the competent authority may require the Passengers to undergo a search, x-ray or other type of scan on his/her person or Baggage. Wataniya Airways reserves the right to search the Baggage in the absence of the Passenger, if he/she is not available, for determining whether they are in possession of, or whether their Baggage contains any unacceptable or prohibited items.
- If a Passenger refuses to comply with such searches or scans, we reserve the right to refuse carriage to such Passenger and his/her Baggage without refund of fare and without any other liability to such Passenger. Any other procedures as may be required under law may follow in relation to such cases.
- If a search / scan causes injury to the Passenger or damage to his/her Baggage, we shall not be liable for such injury or damage, unless the same is due to our willful fault or gross neglect.

- Wataniya Airways assumes no liability for wear and tear to luggage which includes:
 - Broken wheels or feet
 - Minor cuts
 - Loss of external locks, security straps
 - Damage to any protruding part of the baggage
 - Damage resulting from over packing and damage to retractable luggage handles
 - Scratches, torn zippers, straps, handles, scuffs, dents soiling or manufacturer defects
 - Unsuitably packed, perishable, damaged or fragile Baggage, or for water damage to non-waterproof Baggage.
 - Any other wear and tear

- Wataniya Airways does not accept responsibility for the transfer of Baggage to other flights.
- Wataniya Airways will not be responsible for, or have any liability in respect of articles removed from the passenger's baggage by any Airport security.

➤ **Schedules, Delays, Cancellations and diversions of the flight**

Wataniya Airways undertakes to use its best efforts to avoid delay in carrying its Passengers and their Baggage. We will endeavor to adhere to published schedules in effect on the date of travel. However, times shown in schedules or elsewhere, are subject to change at any time, and we shall not be liable in any way whatsoever, for any loss incurred by Passengers because of such change.

Wataniya Airways will not be liable for any error or omission in publications of schedules, or in statements or representations made by employees, agents, or representatives of Wataniya Airways, as to the dates or times of departure or arrival, or as to the operation of any flight.

At any time after a Booking has been made, we may change our schedules and/or cancel, terminate, divert, postpone, reschedule or delay any flight where we reasonably consider this to be justified by circumstances beyond our control, or for reasons of safety, or for commercial reasons.

If a Wataniya Airways flight is cancelled, rescheduled or delayed for more than 5 hours (depending on the length of the journey), a Passenger shall have to right to choose a refund or a credit for future travel on Wataniya Airways or re-booking onto an alternative Wataniya Airways flight at no additional cost (subject to availability), subject to the requirements under the local laws of the country in which the flight has been cancelled, rescheduled or delayed.

- For Bookings made through credit/debit cards/net banking, the refund will be processed back to the credit/debit card/same bank account. The refund will be given 20 days after a receipt of passenger request for the same.
- For Bookings made through Travel Partners or online travel portals, the refund may be claimed from the respective travel agents/ portals.
- For Bookings made by cash at the airport, the refund will be processed at the respective airport. The refund will be given 15 days for cash after a receipt of passenger request for the same.

Wataniya Airways shall be entitled to make refund either to the person named in the Booking, or to the person who has paid for the Booking, upon presentation of

satisfactory proof and holding himself out as a person to whom refund may be processed. All refunds will be made in KWD or equivalent currency.

In the special case in which a subsequent portion of a Wataniya Airways flight is cancelled while a Passenger is already in transit, such Passenger shall have the right to choose to remain at the transit station and to be re-booked onto an alternative Wataniya Airways flight to the final destination at no additional cost subject to availability; or to remain at the transit station and accept a partial refund for the portion of the flight not completed; or to return to the point of origin and receive a refund; or re-booking onto an alternative Wataniya Airways flight at no additional cost subject to availability.

We strongly recommend all Passengers to provide correct phone number and email address, to enable us to inform of flight delays or cancellations in unforeseen cases. Passengers who have not provided valid contact information at the time of booking may not be entitled for any compensation.

➤ **Denied Boarding**

Wataniya Airways reserves the right to deny boarding to any Passenger who is under the influence of alcohol or drugs, for health, safety or security reasons or in the absence of adequate travel documents etc. and no compensation as referred above shall be payable in such cases.

➤ **Conduct (Rules & Regulations) Aboard Aircraft**

- **General**

If, a Passenger conducts himself/herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew, Wataniya Airways may take such measures as it deems reasonably necessary to prevent continuation of such conduct, including restraint. Such Passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

Passengers shall note that any act (attempted or otherwise) of removal of life jacket from the aircraft without consent of Wataniya Airways is prohibited.

Smoking is strictly prohibited on all Wataniya Airways aircrafts. All lavatories are fitted with smoke detectors. Tampering with or disabling a smoke detector is prohibited.

Passengers seated near an emergency exit will be briefed by the crew regarding emergency procedures and are requested to pay special attention to these requirements. Please note that able bodied Passengers aged above 18 years and below 60 years will be allocated emergency exit rows

- **Use of Electronic Devices Prohibited**

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

➤ **Administrative Formalities**

- **General**

The Passengers shall be solely responsible for obtaining all required travel documents and for complying with all laws, regulations, orders, demands and travel requirements of the countries flown from, into or over.

Wataniya Airways shall not be liable for any aid or information given by any agent or employee of Wataniya Airways to any Passenger about obtaining necessary documents or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise, or for the consequences to any Passenger resulting from his failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

Wataniya Airways shall not be liable if it determines that what it understands to be applicable law, government regulation, demand, order or requirement, requires that it refuse, and it does refuse, to carry a Passenger.

- **Security Screening prior to boarding the aircraft**

As required by applicable law, all Passengers will be subjected to a security screening prior to boarding the aircraft.

Itineraries (in hard copies) will be checked at the time of entering the terminal building. Checked Baggage will be screened through an X-ray machine before check-in. Random physical checks are also carried out for Checked Baggage in addition to X-ray screening.

As per security regulations, Passengers will be required to undergo personal frisking and their Hand Baggage will be X-rayed before entering the pre-boarding sterile area.

Checked Baggage reconciliation is carried out through an internal matching system. In addition to the Baggage reconciliation, the physical identification of the Checked Baggage by the Passengers may be carried out. Unidentified Baggage will not be loaded on to the aircraft.

A secondary security check may also be carried out near the step ladder/boarding gate before embarkation as per the mandatory requirements.

- **According to security regulations, Passengers are advised:**

Not to accept any packets from unknown persons.

Not to leave Baggage unobserved at any time, especially within airport area, Unattended Baggage may be removed by airport security staff as object of suspicion.

To declare before Baggage screening or check-in if carrying any arms or explosive substance. Concealment is an offence under Aircraft Act and Rules.

Battery cells / Dry cells carried in the Cabin Baggage or in any electrical/ electronic items are liable to be removed and Wataniya Airways may not be able to return such removed items same at the Passenger's destination. Wataniya Airways recommends that such items be carried in Checked Baggage. All Baggage should be clearly labelled with the Passenger's name, address and contact details.

- **Travel Documents**

Prior to travel, the Passenger must present all exit, entry, health and any other documents required by law, regulation, order, demand or other governmental requirement, and permit Wataniya Airways to take and retain copies thereof. Wataniya Airways reserves the right to refuse carriage if the Passenger does not comply with these requirements, or their travel documents do not appear to be in order, or who does not permit Wataniya Airways to take and retain copies thereof.

- **Passenger Responsible For Fines, Detention Costs, etc.**

If Wataniya airways required to pay any fine or penalty or to incur any expenditure because of your failure to comply with laws, regulations, orders, demands or other travel requirement of the countries concerned or to produce the required documents, passenger shall reimburse Wataniya airways on demand any amount so paid or expenditure so incurred. Wataniya airways may

apply towards such payment or expenditure the value of any unused carriage on the ticket, or any of passenger funds in our possession.

- **Customs inspection**

If required, the Passenger shall attend inspection of their Baggage, by customs or other Government officials. Wataniya Airways will not be liable to the Passenger for any loss or damage suffered by them during such inspection or through their failure to comply with this requirement

➤ **Information related to your Connecting Flights**

Any Booking with respect to the Connected Segments shall be required to be booked in advance and both segments in the Connected Segments shall be confirmed on the same PNR and will be identified by a single fare/ surcharge component.

In cases where the Passenger undertakes travel on the Connected Segments, Wataniya Airways will check-in baggage through to the final destination of the Passenger. The Passengers will be provided with two boarding cards - one for the flight taken from the point of origin till the point of transit and other from the point of transit until the final destination.

In case of connecting Passengers failing to show up for boarding for flights for the Connecting Segments at the point of stopover, 75 minutes prior to departure of the connected flight, despite having arrived on-time from the point of origin, the Passengers will be treated as a 'Gate No Show'. The Baggage of such Passengers will be offloaded and handed over to the Passengers or the relevant airport authority at the Stopover station, without any liability on the part of Wataniya Airways. The ticket amount for such Booking shall be forfeited. The Passengers are, however, entitled to a refund of the Government and Airport Fees and/or Taxes (if applicable) upon request made by the Passenger to Wataniya Airways sales shops at the point of sale within 15days.

Also, connecting passenger shall board the flight from the origin city only. Wataniya Airways will not entertain carriage of such Passengers if they intend to board from any of the transfer airports. Any such request would be treated as cancellation and re-booking at the applicable fares at the time of such request, fare difference and cancellation fee may apply.

- **In case of delay or cancellation of a flight operated as part of the Connected Segments, the following shall apply:**

In case of delay or cancellation of the flight at the point of origin which leads to the possibility of a missed connection at the point of Stopover, the Passenger shall have to right to choose a refund, or a credit for future travel on Wataniya Airways, or re-booking onto an alternative Wataniya Airways flight at no additional cost, subject to availability.

In case of a delay or cancellation of the connecting flight at the point of stopover, Wataniya Airways will, at its discretion and subject to availability of seats, first offer the Passenger the option to travel on the next Wataniya Airways flight, then at its discretion, provide ground transportation to and from the airport and lodging for overnight stay to the Passenger at the point of Stopover (provided that the next available flight is only on the following day) or offer a choice between refund or credit of the leg that is un-flown, to the Passenger. The Passenger may also opt for a partial refund on a pro- rata basis in case of involuntary termination of journey at a transit point for reasons other than being unruly or a disciplinary issue in the opinion of Wataniya Airways.

➤ **Liability for Damage**

- **Death or Injury to Passengers**

In the event of death or any other bodily injury suffered by a Passenger during the course of carriage by air, Wataniya Airways liability will be governed by the relevant provisions of the Carriage by Air Act, 1972 and any modifications etc. as notified by the Ministry of Civil Aviation, Government of Kuwait, and as amended from time to time.

Notwithstanding the provisions of paragraph above, if Wataniya Airways proves that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger, Wataniya Airways may be exonerated wholly or partly from its liability in accordance with applicable law.

Wataniya Airways is not responsible for any illness, injury or disability, including death, attributable to the Passenger's physical condition or for the aggravation of such condition.

- **Damage to Baggage**

Liability for loss, delay or damage to Baggage is limited under the provisions of Carriage by Air Act, 1972 and the rules framed thereunder with certain exceptions, adaptations, modifications etc. as notified by the Ministry of Civil Aviation, Government of Kuwait, and as amended from time to time. Wataniya Airways' liability for damaged Baggage will be reduced by any negligence on part of the Passengers, which causes or contributes to the damage in accordance with applicable law.

Passengers are solely responsible for carriage of their hand bag / personal belongings and Wataniya Airways will not be liable for any loss / damage of their hand baggage / personal belongings.

However, Wataniya Airways assumes no liability for fragile or perishable articles. Wataniya Airways shall have no liability whatsoever for damage to articles not permitted to be contained in Checked Baggage as per the provisions of the Conditions of Carriage (including, without limitation, fragile or perishable items, items having a special value, such as money, jewelry, precious metals, computers, personal electronic devices, negotiable papers, camera, TV, securities, or other valuables, business documents, passports and other identification documents).

Wataniya Airways will not be liable for any damage arising from Wataniya Airways' compliance with applicable laws or Government rules and regulations or from the Passenger's failure to comply with the same.

The Passenger shall be responsible for any damage caused by the Passenger's Baggage to other persons or property, including Wataniya Airways' property and Wataniya Airways will not be liable to any third person for any damage caused by the Passenger's Baggage.

Wataniya Airways will not be liable for any damage arising from Wataniya Airways' compliance with applicable laws or Government rules and regulations or from the Passenger's failure to comply with the same.

- **Delay Caused to Passenger**

Liability for damage caused by delay in the carriage or baggage is limited under the provisions of Carriage by Air Act, 1972 and the rules framed thereunder with certain exceptions, adaptations, modifications etc. as notified by the Ministry of Civil Aviation, Government of Kuwait, and as amended from time to time.

The Conditions of Carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Travel Partners, servants, employees and representatives to the same extent as it and they apply to Wataniya Airways. Wataniya Airways will not be liable for any damage arising from Wataniya Airways' compliance with applicable laws or Government rules and regulations or from the Passenger's failure to comply with the same.

In any event our liability under any circumstances shall not exceed the amount of proven damages under any circumstances.

➤ **Time Limitation on Claims and Actions**

- **Notice of Claims**

Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless the Passenger proves otherwise.

- **Limitation of Actions**

Any right to damages shall be extinguished if an action is not brought against Wataniya Airways within one (1) year of the date of arrival at the destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by law of the court where the case is heard.

- **Modification and Waiver**

Wataniya Airways reserves the right to vary, amend or alter these Regulations at any time without any prior notice or liability.

- **Governing Law and Dispute Settlement Mechanism**

- **Governing Law**

These Conditions of Carriage shall be construed by, and governed in accordance with the laws of Kuwait.

- **Dispute Settlement Mechanism**

All disputes arising out of, or in connection with these Conditions of Carriage shall be settled by the courts of Kuwait, which shall have exclusive jurisdiction to hear the matters in relation to these Conditions of Carriage