

## General Sales and Conditions

## Terms and Conditions of Carriage

### **Definitions**

**Definitions** In these Terms and Conditions, these particular expressions have the following meanings:

- "We", "our", "ourselves", "us", "BADR AIRLINES" and "Carrier" means BADR AIRLINES Private Company Limited. A SUDANESE airline.
- "Passenger"," you", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft with our consent.
- "Baggage" or "baggage's" means your baggage accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.
- "Baggage Identification Tag" means a document issued by us solely for identification of Checked Baggage.
- "Checked Baggage" means baggage of which we take custody and for which we have issued a Baggage Identification Tag; it is also sometimes referred to as "registered baggage".
- "Unchecked Baggage", means any baggage other than Checked Baggage including all items brought by you into the aircraft cabin.
- "Tariff" means our fares, expenses and charges published electronically or on paper.
- "Website" means the internet site http://www.badrairlines.com or provided by us for the purpose of Passengers making online bookings and to access information about us. or any other domain utilized by us from time to time.
- "Connecting Flight" means flight transfer services for flights purchased under a single itinerary. Passenger will only check-in once at the origin airport and collect the checked baggage at the final destination.
- "Agent" means a passenger sales agent we have appointed to represent us in the sale of our tickets.
- "Booking Confirmation" means the document marked "Booking Confirmation" issued by us or our Authorized Agent.
- "Check-in Deadline" means the time limit we have set for you to complete the process of check-in and receiving a boarding pass.
- 1. Applicability:
- 1. **General:** These Terms and Conditions apply to all passengers and other persons contacting BADR AIRLINES and shall be effective upon the completion of the sale and purchase of the air ticket.

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These Terms and Conditions apply to the carriage by air or by other means of transportation including surface transportation of Passengers and Baggage's from the origin airport to the destination airport performed by us or on our behalf and to any liability we may have in relation to that carriage and transportation.

- **1.2 Terms and Conditions Prevail:** Except as provided in these Terms and Conditions, in the event of inconsistency between these Terms and Conditions and our Conditions of Contract or any other regulations we may have dealing with particular subjects, these Terms and Conditions shall prevail.
- **1.3 Language:** These terms and conditions are drafted in English.
- **1.4 Interline:** In case the booking includes any flight(s) operated by an airline other than BADR AIRLINES, these terms and conditions do not apply to the flight(s) operated by the other airline. In such a case, the terms and conditions of the other airline apply.

## 2. Tickets / Itinerary

- **2.1 Prima Facie Evidence of Contract:** We do not issue ticket to you in order to reduce your burden to keep such ticket. Therefore, our email confirmation and SMS shall be the evidence of your purchase of our services. The Itinerary is prima facie evidence of the contract for carriage between you and us. The Itinerary, these Terms and Conditions and our Conditions of Contract (including applicable Tariffs) together constitute the terms and conditions of the contract of carriage between you and us.
- **2.2 Transferability:** The contract for carriage between you and us is transferable as specified in clause 4.3 and in conditions of contract. We do not take responsibility to any person who has right to travel with our services or to the reimbursement regarding the proposed flight in case the services or the reimbursement is made in good faith to the person who has right so.
- **2.3 Identity:** You will be required to identify yourself during Check-In procedure by presenting appropriate photo identification such as passport, citizen ID card with photo, or other officially issued card with photo.
- **2.4 Connections:** BADR AIRLINES is strictly a 'point to point' airline and does not take an obligation or responsibility for transfer of passengers or their baggage to other flights or to ensure the connections for onward flight, whether operated by BADR AIRLINES or any other airline and is therefore not liable for any losses or expenses arising out of any failure to board a planned connection.

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### 3. Fares

- **3.1 Fares:** apply only to carriage from the origin airport to the destination airport. 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 or your scheduled arrival. If you have purchased Connecting Flight which involving more than one participating airlines, you shall be subject to the Terms & Conditions of Carriage of each respective airline.
- **3.2 Infants:** An infant under the age of two (2) (on the date of travel) may fly at the prevailing administration fee per sector provided he/she sits on an adult's lap. Only one (1) infant is allowed for one (1) adult. No baby seats or perambulators are allowed in the cabin of the aircraft. A child over the age of two (2) will be required to purchase a ticket like any other passenger. Newborn baby less than fourteen (14) days old will not be accepted for carriage.
- **3.3 Taxes and Insurance Charges:** Any tax, fee or charge imposed by the Government or other authority or by the operator of an airport in respect of your use of any 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 taxes, fees and charges imposed on air travel may be changed from time to time and can be imposed even after the date that your booking has been confirmed. You shall nevertheless bear such tax, fee or charge as and when they fall due prior to departure.
- **3.4 Currency:** Fares and charges are payable in the currency prescribed in our publishing unless otherwise specifically stated by us.
- **3.5 Revision:** We reserve the right to revise any fares and flight schedules at any time and from time to time without prior notice.

## 4. Booking of Seats

### 4.1 Booking Channels:

- **4.1.1 Booking through website:** Booking through website must be made at least 8 hours before the departure if you select to pay by credit card. We reserve the right to apply any rule to screen the fraudulent cards.
- **4.1.2 Booking at Airport Ticket Office:** To book at airport ticket office, the payment method is cash. In case you wish to travel in the soonest flight; you must make the booking before the Check-In counter of that flight closes.
- **4.2 Confirmation of Booking:** The booking of a seat is confirmed after full payment of the fare is made and after we issue to you a booking number and/or the itinerary is issued by us. We will provide carriage only to persons who possess a valid Booking Confirmation (a 'ticket' for the purposes of the Convention) provided that such person is named as the Passenger in the Booking Confirmation. Also, you cannot transfer your Booking Confirmation to another person. The **Period validity** of Booking Confirmation is valid for the date(s), time(s) and flight(s) specified on that Booking Confirmation.)



**4.3 Group Booking:** If you wish to make a booking for more than 10 passengers traveling together, you must book through our main offices or appointed travel agencies; provided that group booking must be made at least 3 days before the departure date. The acceptable payment methods for group booking are credit card, bank transfer or cash. The payment methods shall depend on the advance booking date and shall be under BADR AIRLINES staff's discretion. In case of late submission of the passenger name(s) or change of passenger name(s), However, BADR AIRLINES reserves the right to reject the submission or change of passenger name(s) which is made less than 1 day before the departure.

### 4.4 "Flight Change":

- Through BADR AIRLINES main offices and appointed sales agents, must be 24 hours before departure, Passenger making such change will be subject to change fee plus the difference of the fare between the moment of booking and the moment of change (if any). The payment according to this channel dues immediately at change.
- Through Airport Ticket Office (4.1.2). The flight change must be made at least 24 hours prior to the original departure time. Passenger making such change will be subject to change fee plus (i) the difference of the fare between the moment of booking and the moment of change (if any). The payment according to this channel dues immediately at change.
- Through website. The flight change must be made at least 24 hours prior to the original departure time. Passenger making such change will be subject to change fee plus the difference of the fare between the moment of booking and the moment of change (if any). The payment according to this channel dues immediately at change, and must be made by credit card only.

#### 4.5 Payment:

The event that the fare has not been paid in full when a booking is confirmed for any reason whatsoever, we reserve the right to cancel the booking prior to Check-In and/or to disallow you to board the aircraft, and/or do other actions (including refund whole or partial payment paid by you) as we deemed fit at our sole discretion.

#### 4.6 Personal Data:

You hereby acknowledge and agree that your personal data has been given to us for the purposes of making bookings for carriage and providing you with confirmation of that booking, providing and developing ancillary services and facilities, facilitating immigration and entry procedures, accounting, billing and auditing, checking credit or other payment cards, security, administrative and legal purposes, credit card issuance, systems testing, maintenance and development, statistical analysis, and helping us in any future dealings with you.

For these purposes, by entering into a contract of carriage with us you authorize us to collect, retain and use your personal data and to transmit it to our own offices, authorized agents and third party business associates, government agencies, other carriers or the providers of the services mentioned above.

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## 5. Check-In and Other Requirements of Carriage:

- **5.1 Check-In, Deadlines and Conditions:** Our Check-In counters are open three (3) hours before the scheduled flight departure time and close sixty (60) minutes before the scheduled flight departure time. Check-In deadlines may vary at different airports and for particular flights. It is your responsibility to ensure that you comply with these deadlines particulars of which will be available at the time you make your booking. And for passengers using international credit card, their original credit card is required to present upon check in. In any event, without derogating from the generality of other provisions of these Terms and Conditions governing the right of refusal of carriage, we reserve the right not to allow you to Check-In without any liability to you and without making refund and/or any liability to you. Connecting Flight passenger will be check-in only once at the airport of origin without having to check-in at the **transit** airport.
- **5.2 Boarding:** You must be at the boarding gate at least **forty-five** (45) minutes before the scheduled departure time.
- **5.3 No-show:** If you fail to Check-In on time or fail to board the aircraft by the time the aircraft departs, BADR AIRLINES shall not be liable to refund your amount paid according to terms and conditions of each ticket issued.
- **5.4 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 and 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.
- **5.5 Travel Documents:** You are responsible for obtaining and must possess and have available for presentation as required by the relevant authorities all entry and exit, which is the photo identification card, or any government-issued card or your passport, health certificate and other documents required by law, regulations, order, demands or requirements of the countries flown from, into or over. We reserve the right to refuse carriage to any Passenger who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements.
- **5.6 Refusal of Entry:** You agree to pay the applicable fare and/or penalties or fines whenever we, on order of any Government or immigration authority, are required to return you to your point of origin or elsewhere, owing to your inadmissibility into a country, whether of transit or destination. In such circumstances we will not refund the fare to you.
- **5.7 Passenger Responsible for Fines, Detention Costs, etc.: we** are required to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries flown from, into or over or to produce the required documents, you shall on demand reimburse to us any amount so paid or expenditure so incurred or to be paid.

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We may apply towards such payment or expenditure the value of any carriage unused by you, or any funds due to you in our possession.

- **5.8 Security Inspections:** You shall submit to any security or health checks by Government or airport officials or by us.
- 6. Refusal and Limitation of Carriage:
- **6.1.A Right to Refuse Carriage:** We may refuse carriage of you or your baggage for reasons of safety or if, in the exercise of our reasonable discretion, we determine that:
  - Such action is necessary for reasons of safety or security.
  - 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.
  - Your conduct, status, age or mental or physical condition or the physical condition of your baggage is such as to:
    - i. require special assistance
    - ii. cause harm, discomfort or make yourself objectionable to other passengers or our crew or
    - iii. involve any hazard or risk to yourself or other persons or to property.
  - You have committed misconduct on a previous flight and such conduct may be repeated.
  - You have not observed, or are likely to fail to observe, our instructions;
  - You have refused to submit to a security check.
  - o The applicable fare or any charges or taxes payable have not been paid;
  - The payment of your fare is fraudulent.
  - You do not have the proper documents for travel.
  - The booking of our Seat has been done fraudulently or unlawfully or has been purchased from a person not authorized by us.
  - o The credit card by which you paid for the fare has been reported lost or stolen.
  - o The Itinerary or booking or Electronic Ticket is counterfeit or fraudulently obtained.
  - The Itinerary has been altered by anyone other than us or our authorized agent, or has been mutilated (in which case we reserve the right to retain such documentation). and/or
  - The person checking in or boarding cannot prove that he is the person named as the passenger on the itinerary (we reserve the right to retain such Itinerary in this circumstance).

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#### **6.1.B.** Reimbursement of costs:

- We will not be liable to you for any loss or expense whatsoever resulting from your failure to comply fully with Article 6.1.A
- If you are refused carriage for any of the reasons set out in Article 6.1.A and 7.1 you will reimburse us for any costs we incur resulting from repair, compensation and delaying the aircraft for the purpose of removing you and/ or your Baggage.
- We may apply the value of any unused carriage on your Booking Confirmation, or any of your funds in our possession towards such payment or expenditure.
- **6.2** Unaccompanied Child: Children greater than age 5 year and below age 12 year will be accepted under certain conditions (to be requested from BADR Airlines and confirmed in written by BADR AIRLINES) additional charges applies to transporting Unaccompanied Child.
- **6.3 Passengers Requiring Special Care:** We classify passengers requiring care during boarding the aircraft into 2 categories as follows:
- a) 'Passenger requiring care' means passenger with capability to walk to the gate and board the aircraft alone but may require assistance during the flight or boarding. In this case, we will allow the booking and Check-In procedure of such passenger. We will provide a wheelchair for use and will lead to the gate without assistance in the flight or boarding.

In case a wheelchair is required, such requirement must be notified to us when the booking is made (in case of booking was made through website, passenger must contact BADR AIRLINES at least 48 hours before the departure flight); otherwise, we will not be responsible for any inconvenience or any damages which may arise. Additional charges apply.

**b)** 'Passenger requiring special care' means passenger who requires assistance in walking to the gate and/or boarding, and/or is unable to travel alone for any reason. In this case, we will allow such passenger to board under the condition that his/her escort must be accompanying to provide such passenger the assistance during the flight and boarding.

Passenger requiring special care must notify us of the requirement for special care when the booking is made (in case of booking was made through website, passenger must contact BADR AIRLINES at least 48 hours before the departure flight). The name of escort must be given to us provided that such escort must be traveling and accompanying such passenger in the same flight; otherwise, we reserve the right to deny boarding and refund airfare to such passenger.

Additional charges apply.

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**6.4 Pregnant Passengers:** It is the duty of pregnant passengers to advise us of the progress of their pregnancy at the point of booking the package. Our carriage of pregnant passengers is subject to the following conditions:

- o Below 28 weeks into pregnancy: we will carry without a doctor's certificate.
- o 28-36 weeks into pregnancy: passenger shall produce a doctor's certificate confirming that she is fit to travel.
- o More than 36 weeks into pregnancy: we will refuse carriage.
- o If however, you are expecting multiple births such as twins or triplets we will only accept you for carriage up to the completion of your 32nd week of pregnancy.
- O It is your responsibility to check if Article 6.4 applies to you. If you fail to comply with its requirements or you provide incorrect information about your week of pregnancy, and you subsequently require in-flight medical assistance, or your flight is diverted so that you may receive medical assistance, in connection with your pregnancy, you are liable to reimburse us any costs we incur of the type, specified in 6.4 in accordance with the requirements of that Article.

**6.5 Infants less than 14 days old:** We reserve the right not to carry infants less than fourteen (14) days old.

#### 6.6 Refund:

In accordance with these Conditions of Carriage and our Rules and Tariffs, where a refund is payable, we will refund the fare paid for your Booking Confirmation, or any unused part of it, excluding any administration cost, taxes, fees or charges we are obliged to pay to any government or other authority that are non-refundable.

Some of our flights are sold at special fares which may be partially or completely non-refundable, in this case no refund or alternative travel will be given if a Passenger does not appear for the flight within the advised time limits or before the Boarding Gate is closed unless otherwise provided for in the Rules.

You can cancel or refund your online ticket if your flight has been cancelled for operational reason, you can keep your ticket and contact us when flights resume or if you want to change your travel plan, so if you're not travelling within the next

48 hours, please calling and inform us about your planned travel date. You will receive a full refund as long as it's within the conditions of your fare. We will refund the ticket price to the account of the card you used to purchase your ticket after you complete our refund from web site http://www.badrairlines.com.

If your flight is not cancelled you can also make a request refund and complete our refund form . The refund depends on the conditions of your fare given to you when you made the booking.

If you want to continue with the refund, check the conditions of your fare. Some tickets are not refundable once you've started your trip, there may be a cancellation charge, or just a portion of the fare can be refunded.

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\* The refund will be processed within 15 working days and credited back to the credit/debit card that was used for online payment. Note that your card issuer may need additional time to post the money to your account.

We reserve the right not to refund fares, surcharge and other fees to passengers who are refused for carriage.

### **6.7 Denied boarding:**

- (a) If you have a valid Booking Confirmation and you are denied boarding for reasons other than those permitted by these Conditions of Carriage (see, for example, Articles 5 and 6) you will be entitled to:
- 1. receive compensation specified under the applicable law for denied boarding (if any);
- 2. to travel on the next available flight;
- 3. receive refreshments and care appropriate to the time of day and duration until the next available flight;
- 4. receive a refund in the form of a Voucher of the total fare for that flight segment you have been denied boarding; and
- 5. Change the date of your return journey free of charge once, subject to availability.
- **(b)** If the applicable law does not provide any specific provisions addressing denied boarding, the benefits you receive from us shall be limited to those set out in Articles 6.7(a)(2) to 6.7(a)(5) and we shall otherwise have no further liability to you.
- (c) Apart from your rights under this Article 9.3, we will have no liability to you for any loss or expense whatsoever.
- **6.8 Arrangement by Carrier:** If we make arrangements for you with any third party to provide any services other than carriage by on a BADR AIRLINES flight or if we issue a ticket or voucher relating to transportation or services (other than carriage by on a BADR AIRLINES flight) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply. If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us on request. We are not liable for damages, losses or delays to your baggage while you travel with one of our partners. The terms and conditions of these third parties will govern the baggage policy during your journey with them.
- **6.9 Operating Carrier:** For operational reasons, BADR AIRLINES reserves the right to contract a third party to operate some of its flights. Should this be the case, we will try to inform you of the identity of the operator of the aircraft, or try to ensure that our Authorized Agents give you such information. We will try also to ensure that you receive the same level of in-flight service, entertainment, and baggage allowance advertised for your flight. but cannot guarantee that this will always be possible, in this case the passenger will be informed accordingly at check-in.

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## 7. Baggage

We reserve the right to refuse carriage of such baggage or such items found in baggage as follows:

### 7.1 Items you must not carry in your Baggage:

- (a) There are certain items which you must not include in your Baggage. Set out below are prohibitions applicable to Checked and Unchecked Baggage, as well as separate and extra prohibitions applicable to Checked Baggage only and to Unchecked Baggage only. If you fail to comply with any of the applicable rules you and/or your Baggage may be refused carriage. In addition, you may not be entitled to claim compensation if any prohibited item wrongfully included in your Baggage sustains Damage or causes Damage to your Baggage.
- (b) You must not include any of the following items in your **Unchecked Baggage** or your **Checked Baggage**:
- (i) Items likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations, and in our related Rules. If you are not familiar with those rules and regulations, please ask us or our Authorized Agents for details;
- (ii) Items prohibited from being carried by applicable laws, regulations, and orders or governmental or airport policy of any country to be flown from or to;
- (iii) Items reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, for example, the type of aircraft being used. Please ask us about any concerns you may have about the suitability of your Baggage before you arrive at the airport; or
- (iv) War material. Please ask us if you have any doubt about whether any item constitutes war material.
- (c) You must not include in Checked Baggage:
- (i) Fragile or perishable items;
- (ii) Valuable items (including, for example, money, jewelry, precious metals);
- (iii) Computers;
- (iv) Personal electronic devices (including cellular telephones);
- (v) stored data;
- (vi) Any medication or medical equipment which may be required in-flight or during your journey or which cannot be quickly replaced if lost or damaged;
- (vii) Cooking oils, or any other liquids that may cause Damage if the packaging or seal is broken; (viii) House or car keys;
- (ix) valuable documents (including, for example, business documents, passports and other identification documents, negotiable papers, securities deeds) or samples; or
- (x) Real or replica weapons, arms and ammunition, explosives or Janything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary or combustible materials, unless you comply with Article 7.2 below.



- (d) You must not include in your Unchecked Baggage:
- (i) real, replica or toy weapons, arms and ammunition, explosives or anything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary or combustible materials;
- (ii) Knives of any kind/type/shape or size;
- (iii) Letter openers;
- (iv) Metal cutlery;
- (v) Catapults;
- (vi) Slingshots,
- (vii) Razor blades and straight razor blades (excluding safety razors and accompanying cartridge blades);
- (viii) tradesmen's tools;
- (ix) Darts;
- (x) Scissors;
- (xi) Nail files;
- (Xii) Hypodermic needles and syringes (unless required for medical reasons and accompanied by a medical certificate confirming the medical condition necessitating carriage);
- (xiii) Knitting needles;
- (xiv) Corkscrews;
- (xv) sporting bats and clubs (including, for example, baseball and softball bats, golf clubs, cricket bats but excluding tennis, badminton and squash racquets);
- (xvi) hard sporting balls (including, for example, cricket, field, hockey or billiard, snooker or pool balls); billiard, snooker or pool cues; martial arts devices; or
- (xvii) Any article which in our opinion, or the opinion of airport security staff, might be used as, or adapted for use as, a weapon with the potential to cause injury or incapacitation or to represent any other security or safety threat.
- (e) There are restrictions on taking "liquids" through airport security as Unchecked Baggage. For this purpose, liquids include:
- (i) All drinks, including water;
- (ii) Liquid or semi-liquid foods, for example soup, jam, honey and syrups;
- (iii) Cosmetics and toiletries, including creams, lotions, oils, perfumes, mascara and lip gloss;
- (iv) sprays, including shaving foam, hairspray and spray deodorants;
- (v) pastes, including toothpaste;
- (vi) Gels, including hair and shower gel;
- (vii) contact lens solution; and
- (viii) Any other solutions and items of similar consistency.

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- (f) If you do take liquids in your Unchecked Baggage:
- (i) containers must hold no more than 100ml;
- (ii) containers must be in a single, transparent, resalable plastic bag, which holds no more than a liter and measures approximately 20cm x 20cm;
- (iii) Contents must fit comfortably inside the bag so it can be sealed;
- (iv) The bag must not be knotted or tied at the top;
- (v) Passengers are limited to 1 plastic bag per person;
- (vi) You must show the bag at the airport security point; and
- (vii) Liquids in containers larger than 100ml generally cannot go through security even if the container is only part full.
- (g) You can take liquid containers larger than 100ml through airport security if they:
- (i) Are for essential medical purposes;
- (ii) Are for special dietary requirements; or
- (iii) Contain baby food or baby milk.
- (h) If an item of Unchecked Baggage becomes Checked Baggage (whether at your request or because we require it), you must immediately remove from it all items which are prohibited from inclusion in Checked Baggage by Article 7.1. If you ask us, we will try to supply you with a carrier bag if you do not have another bag of your own. You may carry such items as Unchecked Baggage, but only if you comply with our requirements regarding contents and size and weight of Unchecked Baggage specified in these Conditions of Carriage, our Rules and/\or the Website.
- (i) We are not responsible for any item removed from your Checked Baggage or Unchecked Baggage and retained by airport security staff. It is your responsibility to check the security requirements applicable to your flight and departure airport prior to travel and, if personal items are removed from your Baggage by airport security staff, it is your responsibility to ensure that you obtain a receipt from the airport security staff and make arrangements for collection of such items.

### (7-.2) Firearms and dangerous items

- (a) If you wish to carry firearms, ammunition and/or explosives including items containing explosives (for example, Christmas crackers, fireworks or fire crackers) as Checked Baggage you must:
- (i) Obtain all required clearances from the government authorities of the country of departure and the country of destination before commencing your carriage; and
- (ii) Obtain approval from us (including paying any applicable additional fees) no less than 4 Business Days before your flight by contacting Airport Ticket Office. BADR AIRLINES with your request.
- (b) If accepted for carriage, firearms must be unloaded with the safety catch on, and suitably packed and accompanied by all documents legally required by the countries of departure, destination. Carriage of ammunition is subject to ICAO and IATA regulations. Your firearms, ammunitions and explosives will never be carried in the cabin or cockpit of the aircraft.
- (c) Weapons such as, for example, antique firearms, swords, knives, toy or replica guns, bows and arrows and similar items may be accepted as Checked Baggage only at our discretion, subject to prior approval by us, but will not be permitted in the cabin or cockpit of the aircraft.



- (d) We will have no liability or responsibility where any item accepted under Articles 7.2(b) and/or 7.2(c) is removed from your Checked Baggage and/or retained or destroyed by security staff, government officials, airport officials, police or military officials or other airlines involved in your carriage.
- **7.3 Valuable and Fragile Goods:** Passengers are strongly advised not to Check-In such items as baggage. If they are checked in as baggage,







# المواد الممنوعة Prohibited items





passengers agree they send for carriage of such items at their own risk. Such items include money, jewellery, precious metals, silverware, electronic devices, computers, cameras, video equipment, negotiable papers, securities or other valuables, passports and other identification documents, title deeds, artifacts, manuscripts and the like.

- **7.4 Animals:** BADR AIRLINES does not accept the carriage of animals.
- **7.5 Items Require Special Handling:** Such items as diving equipment, surfboard, archery equipment, bicycle, fishing equipment, which require special handling, are entitled additional charges per piece even though total weight does not exceed 15 kg (the weight of these items will not be included with normal checked baggage).
- **7.6 Right to Search:** For reasons of safety and security, we may require you to undergo a search, x-ray or other type of scan on your person or your baggage. We reserve the right to search your baggage in your absence if you are not available, for the purpose of determining whether you are in possession of or whether your baggage contains any unacceptable or prohibited items. If you refuse to comply with such searches or scans we reserve the right to refuse carriage of you and your baggage without refund of fare to you and without any other liability to you. In the event that a search or scan causes injury to you or damage to your baggage, we shall not be liable for such injury or damage unless the same is due to our fault or negligence.
- **7.7 Checked Baggage:** Upon delivery to us of baggage to be checked, we shall take custody thereof and issue a Baggage Identification Tag for each piece of checked baggage. Checked baggage must have your name or other personal identification affixed securely to it. Checked baggage will be carried on the same aircraft as you unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your checked baggage is carried on a subsequent flight we will deliver it to the station of your destination within a reasonable time of arrival of that flight unless applicable law requires you to be present for customs clearance.
- **7.8 Free Baggage Allowance:** You are not entitled to transport baggage in excess of the free baggage allowance, subject to the conditions and limitations contained in our Terms and Conditions. **7.9 Excess Checked Baggage:** You are not entitled to transport baggage in excess of the free baggage allowance. If, in our absolute discretion, baggage in excess of the free baggage allowance is accepted for carriage, you shall pay a charge for the carriage of that excess baggage at the rate determined at the time of booking and/or at the airport check-in counters BADR AIRLINES reserves the right to changes the applicable fees whenever needed



**7.10 Unchecked Baggage:** According to our Terms and conditions of contract, only one (1) piece of baggage is allowed to be carried on board provided that it does not exceed the dimensions of 55cm X 40cm X 20cm and provided that it does not weigh more than 5kg. Such baggage must fit under the seat in front of you or in an enclosed storage compartment in the cabin. Items determined by us to be of excessive weight or size or of an offensive nature will not be permitted on board.

Container or material which is not fit for transportation must be stored in the cargo and shall not be brought on board. Furthermore fruits are allowed on board as cabin baggage provided the items are properly packed and sealed except durian, jackfruit and fruits with a pungent smell which are universally prohibited to carry into the aircraft with no exception.

**7.11 Collection and Delivery of Baggage:** You shall collect your baggage as soon as it is available for collection at places of destination. If you do not collect it within a reasonable time and the baggage needs to be stored at our premises, we may charge a storage fee. If checked baggage is not claimed within three (3) months of the time it was made available to you, we may dispose of it without any liability to you. Only the bearer of the Baggage Identification Tag delivered to the passenger at the time the baggage was checked is entitled to delivery of baggage. If a person claiming the baggage is unable to produce a Baggage Identification Tag for identification of the baggage, we will deliver the baggage to such person only on condition that he has established to our satisfaction his right thereto, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery. Acceptance of baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage between us.

**7.12 Delayed Baggage:** In case the baggage delivery is delayed, we may consider compensating the passenger according to the situation and after assessment.

**7.13 Lost Baggage:** If the checked baggage cannot be returned within 14 days after arrival, the luggage is considered lost. BADR AIRLINES pays according to the rules and limitations of applicable Sudan civil aviation law and regulations, regardless of the value of the content that has been lost. Claims can be made by completing the "Claim Form" available at the Airport handling agent or Airport Ticket Office.

**7.14 Damaged Baggage:** BADR AIRLINES is liable for damages to passenger's checked baggage (packaging and content) if liability has not been excluded under one of the previous sections. The passenger must report any damages to BADR AIRLINES ground handling agent immediately after the baggage has been reclaimed at the destination airport. Claims can be made by completing the "Claim Form" available at the handling agent or Airport Ticket Office. BADR AIRLINES reserves the right to evaluate the situation and take the appropriate action.



## 8. Cancellation or Delays of flights

In case of cancellation or delays of flights, the company is agreed to proceed in accordance with the announcement of Sudan Civil Aviation Authority regarding "Right of passengers using Sudan air transportation service" announced in regulations.

### 9. Refund Process

- **9.1 Availability:** Refund is available in case of flight cancellation (by us) only. And/or if the fare rules allows.
- **9.2 Proper Person:** We shall make a refund only to the person who has paid for the seat upon presentation of identification and satisfactory proof of such payment.
- **9.3 Process:** Requests for refunds must be made in writing and accompanied by the original itinerary and/or booking number, proof of payment and identification.
- **9.4 Currency:** The refund shall be governed by the law, rules and regulations or orders of the government of the country of which the booking is made. We shall refund in the same currency as the fare's currency. However, the company reserves the right to refund in other currency.

### 10.Conduct Aboard Aircraft

- **10.1** If in our reasonable opinion you conduct yourself on board the aircraft so as to endanger the aircraft or any person or property on board, or obstruct or hinder the crew in the performance of their duties, or fail to comply with any instruction of the crew including but not limited to those with respect to smoking, alcohol, use of cellular telephones, or use any threatening, abusive or insulting words towards the crew or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers of the crew, we may take such measures as we deem necessary to prevent continuation of such conduct including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.
- **10.2** If as a result of your conduct we decide, in exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you, then you shall be liable for all costs which we incur of any nature whatsoever as a result of or arising out of that diversion.
- **10.3** For safety reasons, we may forbid or limit operation on board 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.
- **10.4** Passengers are not allow to bring food or beverage on board aircraft, unless permitted by Airline.



### 11. 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 you prove otherwise. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us within the same calendar date of the arrival of your flight latest. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify within the same calendar date of the arrival of your flight latest. Every such notification must be in writing and posted or delivered to us within the above periods.

12.Travel Agencies None of our agents / Travel agencies is allowed to alter the sellable fares of BADR AIRLINES or the applicable fees for change booking or refund booking. Travel agencies are forced to comply with the published fares by BADR AIRLINES. Travel agencies are forced to collect only the penalties forced by BADR AIRLINES. BADR AIRLINES reserves the right to take any appropriate action against noncompliance of the stated terms.

### 13. Modification and Waiver

None of our agents, employees or representatives has authority to alter, modify or waive any provisions of these Terms and Conditions. BADR AIRLINES Co. Ltd. reserves the right to change any condition provided herein without advance notice.

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