

China Southern Airlines Co., Ltd

# General Conditions of International Carriage for Passenger & Baggage

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International Carriage for Passenger & Baggage

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**China Southern Airlines Co., Ltd**  
**General Conditions of International Carriage for**  
**Passenger & Baggage**

**Article 0      General Rules**

0.0.1      Contents

In order to insure efficient running of tickets sales and ground handling in stations for the international passengers and baggage, General Conditions of Carriage of Passenger & Baggage (hereinafter referred to as the Conditions) is made by China Southern Airlines as part of the passenger carriage contract. The contents of the Conditions include:

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- 0.0.1.17 Liability for Damage
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  - 0.0.2 Basis of Formulation
    - 0.0.2.1 These Conditions are formulated on the basis of Civil Aviation Law of the People's Republic of China, the Rules of China on the International Civil Air Transport of Passengers and Luggage, Large-scale Public Air Transport Carrier Certification Rules of Operation (the CCAR-121-R2), Operation of Civil Aircraft Airworthiness Regulations (the CCAR-121AA),etc.
  - 0.0.3 Implementation
    - 0.0.3.1 These Conditions are formulated as the principle for the performance in station by staff of CSN as follows: domestic ticket sales, ground handling and ground handling agents, etc. Any department or staff in relation with domestic passenger and baggage delivery, including sales branch, department, office and ground handling agents shall fully abide these Conditions.
    - 0.0.3.2 The issuance and implementation of the Conditions help to standardize the international ticket sales, check-in and baggage delivery, which leads to safety priority, flight normality and excellent service quality.

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**Article 1      Definitions**

1.1            The following terms used in the General Conditions of International Carriage for Passenger and Baggage (hereinafter referred to as “the Conditions”) are defined as follows unless otherwise specified:

1.1.1        *CSN* means China Southern Airlines Company Limited.

1.1.2        *Convention* means whichever of the following instruments that is applicable:

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);

The Warsaw Convention as amended at The Hague on 28 September 1955 (hereinafter referred to as the Hague Protocol);

The Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999 (hereinafter referred to as the Montreal Convention).

1.1.3        *CSN’s regulations* means rules, other than the Conditions, published by CSN and in effect on date of publication, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force.

1.1.4        *International carriage* means air carriage in accordance with air carriage contract between CSN and the passenger, whether there is a break or transfer in the transportation or

not, of which the origin, appointed stopover or destination is not located in the People's Republic of China.

1.1.5 *Carrier* means all public air carriage company which including issues air tickets, carries or undertakes to carry the passengers and baggage listed in air tickets.

*Ticketing carrier* means the carrier whose numeric code is indicated in coupons of electronic ticket sales. Ticketing carrier shall be the controller and authorizer of electronic ticket sales.

*Marketing carrier* means the carrier whose two letters airline designator code is recorded in coupons as the carrier that operates.

*Operating Carrier* means the carrier that performs the actual air carriage and additional services. When there are certain bilateral agreements, such as code sharing agreement, operating carrier may not be marketing carrier.

1.1.6 *CSN authorized agent* or *authorized agent* means a passenger sales agent who has been authorized by CSN to represent CSN in the sales of air passenger transportation and its relevant services.

1.1.7 *Passenger* means any person, except members of the crew, carried or to be carried in an aircraft with the consent of CSN.

1.1.8 *Child* means any person 2 to 11 years old on the date of commencement of travel.

1.1.9 *Unaccompanied child* means any person 5 to 11 years old on the date of commencement of travel who travels without

accompany of parents or any other passenger with full capacity for civil conduct and over 18 years old.

- 1.1.10 *Infant* means any person who is under the age of 2 on the date of commencement of travel.
- 1.1.11 *Reservation* means the reservation of seat and service class, or the weight and size of baggage appointed by passenger.
- 1.1.12 *Flight* means the flying of aircraft according to scheduled route, date and time.
- 1.1.13 *Ticket* means either the document entitled “Passenger Ticket and Baggage Check”, or the Electronic Ticket, in each case issued by or on behalf of CSN, and includes the conditions of contract and notices and the flight and passenger coupons contained therein.
- 1.1.14 *Conjunction ticket* means a ticket issued to a Passenger in conjunction with another ticket which together constitute a single contract of carriage.
- 1.1.15 *Fixed ticket* means a ticket whose flight number, date of flight are fixed and the seat is reserved.
- 1.1.16 *Open ticket* means a ticket whose flight number, date of flight are not fixed and the seat is not reserved.
- 1.1.17 *Flight coupon* means that portion of the ticket that bears the notation "good for passage", or in the case of an electronic ticket, the electronic coupon, and indicates the particular places between which you are entitled to be carried.
- 1.1.18 *Passenger coupon* means the portion of ticket issued by or on behalf of CSN and which is so marked and ultimately to be retained by passenger .

- 1.1.19 *Itinerary for air carriage electronic ticket* (hereinafter referred to as *Itinerary*) means the payment proof for passengers provided by public air carriage company or its sales agency during ticket purchasing. One itinerary is provided for each electronic ticket, and can be printed at latest one month after the flight departure. Passenger shall preserve it well in case of refunds.
- 1.1.20 *Day* means calendar days, including all seven days of the week. Provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for the purposes of determining duration of validity, the day upon which the ticket is issued, or the day upon which flight commenced, shall not be counted.
- 1.1.21 *Tariffs* means the fares, charges and relevant rules published by carriers. When necessary, tariffs must be approved by relevant departments.
- 1.1.22 *Normal fare* means the highest fare established for a first / business / premium economy class / economy class of valid adult fare. Children's fare and infants' fare that are established as a percentage of a normal fare are also considered to be normal fares.
- 1.1.23 *Special fare* means any fare other than a normal fare.
- 1.1.24 *Agreed transition point* means the point of stay, other than the origin and destination, stipulated in the flight schedule of ticket of carrier.
- 1.1.25 *Stopover* means a scheduled stop at a certain point between

origin and destination arranged by passenger and with the consent of carrier.

1.1.26 *Overbooking* means that the seats have been sold exceed the biggest allowance of the flight.

1.1.27 *Spillage* means the spillage of passengers on a flight because of the aircraft type change or flight emergence caused by machinery or aircraft readjustment and etc.

1.1.28 *Code share flight* means a carrier or several carriers use their own airline designator code respectively on another carrier's operating flight in accordance with their agreement.

1.1.29 *Deadline time for check-in* means the latest time stipulated for passenger by operating carrier to finish the check-in formalities.

1.1.30 *Actual Departure time* means the time of aircrews remove the last block with permission by air control center after boarding.

*Planned Departure Time* means the departure time publish and listed on the tickets that approved by flight time management department.

1.1.31 *No-show* means passenger's failure to board the aircraft because they fail to finish check-in formalities before stipulated check-in deadline or because their travel documents don't meet the requirements.

1.1.32 *Mis-catch* means passenger's failure to board the aircraft after finishing check-in formalities at the origin airport or transit airport.

1.1.33 *Wrong Boarding* means passenger's boarding a flight



different from the one listed in the ticket.

- 1.1.34 *Baggage* means such articles, effects and other personal property of the Passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both checked and unchecked baggage of the Passenger.
- 1.1.35 *Checked baggage* means baggage of which CSN takes sole custody and for which CSN has issued a baggage tag.
- 1.1.36 *Unchecked Baggage* means any baggage of the Passenger other than checked baggage.
- 1.1.37 *Self-care baggage* means any baggage which, with the consent of the carrier, is weighed or calculated its pieces by the carrier and taken care of by the passenger themselves during the journey including stay in transit points.
- 1.1.38 *Free hand-carry item* means any small item which, with the consent of the carrier, is taken by passenger on board or during the stay at transit points, within the sorts and quantity limitation of the carrier.
- 1.1.39 *Baggage check* means those portions of the ticket, which relate to the carriage of the passenger's checked baggage.
- 1.1.40 *Baggage tag* means a document issued by CSN solely for identification of checked baggage.
- 1.1.41 *Damage* includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services incidental thereto performed by CSN.

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- 1.1.42        *Force majeure* means an unusual and unforeseeable circumstance beyond control, the consequences of which could not have been avoided even if all due care had been exercised.
- 1.1.43        *Change fee* means the charge for passenger's voluntary request of changing their original flight reservation, including flights, date, cabin and validity, etc.
- 1.1.44        *Endorsement* means change of marketing carrier.

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**Article 2      Applicability****2.1            Applicability****2.1.1          General Rules**

2.1.1.1        Except as provided in 2.1.2, 2.1.3 and 2.1.4 of this chapter, these conditions apply to all international carriage by air of passengers and baggage, performed by CSN for reward and code share flight or segment which is operating by CSN.

2.1.1.2        These conditions also apply to gratuitous and reduced fare carriage except to the extent that CSN has provided otherwise in its Regulations or in the relevant contracts, passes or tickets.

2.1.1.3        These conditions apply to the flight services between mainland and Hongkong and Macao, except that government has provided applicable regulations, or that CSN has provided otherwise in the relevant contracts, passes or tickets.

2.1.2          If carriage is performed pursuant to a charter agreement, the Conditions apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket into the contract of carriage.

2.1.3          To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, where applicable and any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any such provision shall not affect the validity of any other provision contained or referred to

herein.

- 2.1.4           Except for special agreements as provided in specific contract, in the event of inconsistency between these Conditions and Carrier's regulations, the Conditions shall prevail.

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**Article 3      Tickets****3.1            General Rules**

3.1.1           The ticket constitutes prima facie evidence of the contract of carriage between carrier and the passenger named on the ticket. CSN will provide carriage only to the passenger holding such ticket, or holding, as proof of payment or part payment, any other carrier document issued by CSN or its authorized agent. CSN ticket is and remains at all times the property of CSN. The conditions of contract contained in the ticket are a summary of some of the provisions of these conditions of CSN.

3.1.2           A ticket is not transferable. If a ticket is presented by someone other than the person entitled to be carried there under or to a refund in connection therewith, CSN shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.

3.1.3           Some tickets are sold at special fares may apply to special refund and reissue policy. Passengers should choose the fare that best suits to your needs.

**3.1.4           Requirements for Ticket Using**

3.1.4.1        In the event of using a paper ticket, a person shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with CSN's Regulations and containing the flight coupon for the flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be

carried if the ticket presented is mutilated or if it has been altered otherwise than by CSN or its authorized agents.

3.1.4.2 Passenger's name on the ticket must be the same with the identity information provided by the passenger; otherwise CSN has the right to refuse carrying the passenger.

3.1.4.3 For electronic tickets, if the coupon of the sector which passenger requests to check in is not unused and valid, CSN has the right to refuse carrying the passenger.

3.1.4.4 CSN will honor flight coupons only in sequence from the place of commencement of travel as shown on the ticket.

3.1.4.5 Each flight coupon will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

## 3.2 Period of Validity

### 3.2.1 General Rules

3.2.1.1 Unless otherwise specifically provided in the fares rule, a ticket is valid for carriage for one year from the date of commencement of travel, or if no portion of the ticket is used or the ticket is an open ticket, from the date of issuance thereof.

Where one or more portions of a ticket involves an excursion or other special fare having a shorter period of ticket validity than indicated above, such shorter period of

validity shall apply only in respect to such excursion or special fare transportation.

If ticket partially used, ticket is valid for carriage for one year from the date of commencement of travel. Regardless of further reissue or exchange ticket, the original validity will not change. This rule will apply for the whole tickets or series tickets.

For totally unused tickets, the new validity is one year from the date of commencement of travel after ticket exchanged.

If the first segment is not used after exchanged, the validity is one year from the date of exchanged.

3.2.1.2 The validity of a ticket is counted from the midnight on the date of commencement, or if no portion of the ticket is used, from the midnight on the date of issuance, till the midnight on the date of expiration.

3.2.1.3 Some special fare have strictly limitations for the shortest and longest staying time, passenger must finish all the sectors listed in the ticket within the period of validity.

3.2.1.4 Period of validity of tickets with more than one sector shall be calculated from the date of commencement of the first travel under the ticket.

### 3.3 Extension of Validity

#### 3.3.1 General Rules

3.3.1.1 If a passenger is prevented from traveling within the period of validity of the ticket because of one of the following reason by CSN, the validity of such passenger' ticket will be extended until CSN's first flight on which space is

available in the class of service for which the fare has been paid under consensus.

- 1、 CSN cancels the flight on which the passenger holds a reservation;
  - 2、 CSN omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover;
  - 3、 CSN fails to operate a flight reasonably according to schedule;
  - 4、 CSN causes the passenger to miss a connection of booked flight;
  - 5、 CSN changes the class of service;
  - 6、 CSN is unable to provide previous confirmed space.
- 3.3.1.2 When a passenger is prevented from traveling within the period of validity of the ticket by reason of illness, CSN will decide whether to extend the period of validity of such passenger's tickets in accordance with CSN's regulations applicable to the fare paid and the medical certificate. If CSN accept the illness application, fare paid will remit the change fee but not the balance in the new flight coupons. CSN will extend similarly the period of validity of tickets of other members of the passenger's immediate family accompanying an incapacitated passenger.
- 3.3.1.3 In case of death of passengers or their immediate family of a passenger who has commenced travel or en route, CSN will provide reissue (change fees exemption) or refunded in accordance with involuntary refunds regulations. Any such modification and refund shall be made upon receipt of a proper death and immediate family certificate.



### 3.4 Loss of Paper Ticket

#### 3.4.1 General Rules

Passenger shall be liable for the loss of unused tickets, flight coupons, miscellaneous charges orders or exchange coupons of MCO, or any other documents for transportation. CSN will not be responsible for any effect on such passenger's itinerary. CSN will decide whether or not to refund, replace such documents in accordance with its concerned regulations and certain condition. Passenger has no right to claim that CSN must refund or replace such tickets or documents.

#### 3.4.2 Report of Loss of Ticket

3.4.2.1 In case of loss or mutilation of a ticket, or part thereof, or non-presentation of a ticket containing the passenger coupon and all unused flight coupons, the passenger must report in writing to CSN or its authorized agents. Such passenger shall complete the form of "Application and Indemnity Agreement for Lost Ticket". Formalities of reporting the loss of group tickets must be done before the deadline time of check-in. Report of loss cannot be done on tickets of charter flights.

3.4.2.2 When reporting for loss of a ticket, the passenger must advise the date and place of issuance and the agent coupon or its copy of the original ticket and present proof of loss satisfactory to CSN. If the reporter is not the passenger, valid identity documents of the reporter and the passenger must be produced.

3.4.2.3 If someone other than the person entitled to be carried or to be refunded has traveled with or refunded the ticket, CSN shall not be liable to the person so entitled.

3.4.3 CSN will not re-issuance of lost ticket in principle.

3.4.4 Deadline for Refunding Lost Tickets

The deadline for refunding tickets purely operated by CSN is 60 days after 13 months from the date of commencement of travel, or the date of issuance if no portion has been used; if any sector is operated by another carrier than CSN, the deadline for refunding is 60 days after 18 months from the date of commencement of travel, or the date of issuance if no portion has been used; Within this period, if someone other than the person entitled to be carried or to be refunded has traveled with or refunded the ticket, CSN shall not be liable to refund to the person so entitled.

3.5 Loss of Itinerary

If printed itinerary of e-ticket is lost because of reasons of passengers, according to Temporary Regulations on Itineraries of E-tickets of Air Carriage, it cannot be re-printed.

3.6 Sequence and Usage of Coupons

3.6.1 Ticket purchased by passenger is only applicable for the transportation from the origin to destination via the any agreed transition point as listed on the ticket. The fare paid by passenger is based on CSN's tariff rules and the transportation listed on the ticket. Fare is the basic content of the transportation contract between CSN and passenger.

- 3.6.2 Flight coupons must be used in sequence from the place of departure as shown on the passenger coupon, and the first segment must use otherwise CSN will not accept for carriage. The first segment means one coupons or more than one conjunction ticket in the same contract. Unless otherwise specified provided in the fares rule, no portion of the flight coupons is used will accept refunded within thirteen months after the date of commencement. Coupons that have been used counts from the date of issuance. Refunded in accordance with involuntary refunds regulations and charge refund fee and no show fee. The balance and the tariff of unused will refund to passenger.
- 3.6.3 If passenger wishes to change any aspect of transportation, he must contact CSN in advance. The fare for passenger's new transportation will be re-calculated under the flight coupons restriction and passenger will be given the option of accepting the new price or maintaining his original transportation as ticketed. If passenger is required to change any aspect of transportation due to Force Majeure, passenger must contact CSN as soon as practicable and CSN will use reasonable efforts to transport passenger to the next stopover or final destination, without recalculation of the fare.
- 3.6.4 If passenger changes his transportation without CSN's agreement, CSN will assess the correct price for passenger's actual travel. Passenger will have to pay any difference between the price paid and the total price

applicable for the revised transportation.

- 3.6.5 Some changes on the content of transportation in the flight coupons such as changing the place of departure or reversing the direction of travel, can result in an increase of price. Many fares are valid only on the dates and for the flights shown on the ticket and may not be changed at all, or only upon payment of an additional fee.
- 3.6.6 Fixed Ticket is only applicable for the date and flight which is listed on the flight coupons.
- 3.6.7 Open ticket means the booking status is “open” in accordance of passenger’s requirement and fare regulations. A ticket whose operated carrier, flight number, date of flight are not reserved and must confirm with CSN before ticket issuance.
- 3.6.8 Each flight coupon contained in a ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved, as shown in the flight coupon.
- 3.6.9 Open Ticket holders can reserve their seats in accordance of the fare regulation and seat available. Passenger confirm their ticket without change fee for the first time issuance and subsequent collect the balance between the new fare and original open ticket fare. Any further confirmation may cause change fee and fare balance in accordance of fare regulation.
- 3.6.10 If passenger does not show up for any flight, for which he is holding a reservation, without advising CSN in advance,

CSN may cancel passenger's return or onward reservations as shown in the ticket.

3.7 On a ticket, CSN's name is abbreviated as CZ, the airline designator code of China Southern Airlines.

3.8 Over-booking

According to the common practice of international civil aviation industry, CSN may make suitable over-booking on some flights. Under particular circumstances, it may result in some passengers' failure to travel on flights as arranged. When there is not enough space, CSN will seek for passengers voluntary to disembark and will help them check in on priority. For passengers who cannot travel due to over-booking, CSN will do its best to arrange them on the soonest available flight or free refunded, and will give a certain amount of compensation.

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**Article 4      Fares, Taxes, Fees and Charges****4.1              Application of Fares**

4.1.1              Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include fees for ground transport service and additional services between airports and between airport and downtown.

4.1.2              The applicable fare is the fare for the flights in effect on their purchased, applicable for the date of flight and routing which is listed on the flight coupons. Once the ticket is issued and the payment is made, the fare will not change despite any readjustment.

4.1.3              A special fare ticket is subject to the conditions specified thereof.

**4.2              Routing**

Fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger may specify the routing prior to issue of the ticket. If no routing is specified, CSN may determine the routing.

**4.3              Taxes, fees and Charges**

Any tax, fee or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be paid by the passenger and collected by airlines at the time of ticket issuance.

On purchasing a ticket, passenger will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of ticket issuance. If there is an increase in the applicable tax, fee or charge shown on the ticket, passenger will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed after ticket issuance, passenger will be obliged to pay it. In the event any taxes, fees or charges which passenger has paid to CSN at the time of ticket issuance are eliminated or reduced, such that they no longer apply, or a lesser amount is due, passenger may be entitled to a refund of any such taxes, fees or charges as have been eliminated or reduced. The airlines will refund according to the rule by government.

- 4.4 Fuel surcharge and air insurance surcharge are published and charged by the carrier according to relevant regulations of the State. Unless otherwise specifically, infants not occupying a seat are exempt from fuel surcharge; children are charged the same amount of fuel surcharge as adults.

4.5 Payment

Fares and charges are payable in any currency acceptable to CSN. Unless otherwise agreed by CSN and passenger, fares and charges are all paid in cash.

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**Article 5      Reservations****5.1            Reservation Requirements**

5.1.1           Reservations are not confirmed until recorded as accepted by CSN or its authorized agents. Reservations shall be tentative unless and until CSN has issued a validated ticket for the carriage for such space is reserved, and the passenger makes payment by the time fixed by CSN.

5.1.2           According to CSN's regulations, certain fares may have conditions that will limit or exclude the passenger's right to change or cancel reservations.

5.1.3           CSN keeps the right to suspend reservations for a certain flight when it is necessary.

5.1.4           Infants and children must be booked in the same compartment as that of the accompanying adult.

5.1.5           Application for change or cancellation of reservation must be raised within the valid period stipulated by CSN. When fares have correspondent restrictions, passenger's change or cancellation of reservation shall be subject to such restrictions.

5.1.6           CSN keeps the right to cancel the space reserved for the passenger who failed to use the reserved accommodation with no previous notice to any relevant department of CSN.

**5.2            Special Passengers**

A special passenger is someone, during the flight, to be accorded courteous reception; or needing special care on account of his or her physical or mental conditions; or acceptable for carriage in certain conditions. The reservation



may be accepted after all the carriers' concerned consent to the carriage of such special passengers.

### 5.3 Ticketing Time Limits

If a passenger has not paid for the ticket prior to the specified ticketing time limit, CSN may cancel the reservation.

### 5.4 Personal Data

5.4.1 The passenger recognizes that personal data has been given to CSN for the purpose of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements and making available such data to government agencies. For these purposes the passenger authorizes CSN to retain such data and to transmit it to its own offices, other carriers or the providers of such services.

5.4.2 Passenger shall be liable for the authenticity of such data. CSN will not be responsible for verification.

5.4.3 If passenger refuses to provide such data, CSN may refuse for carriage.

### 5.5 Arrangement of Seats

5.5.1 CSN will endeavor to honor advance seating requests , however, CSN cannot guarantee any particular seat. CSN reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.5.2 Seats near the aircraft's emergency exits shall be specifically arranged by CSN.

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**Article 6      Ticketing****6.1            General Rules**

6.1.1           Passenger can purchase tickets at the sales office of CSN or CSN's authorized agencies, or at CSN's websites (<http://www.csair.com>, <http://www.flychinasouthern.com>) .

Passenger can inquire or purchase ticket at CSN's hotlines:  
CSN's hotlines: 95539 (within Mainland China), 8620-86682000 (outside Mainland China); hotlines for direct sales or CSN's websites: 4006695539 (within Mainland China), 8620-22395539 (outside Mainland China).

6.1.2           Passenger should fill up the Reservation Form for Passengers, providing valid identity document information of his own or other valid identity documents produced by public security departments and a corrected contact information; meanwhile passenger must ensure such information is the consistent with that of the documents during check-in.

6.1.3           When ticketing, CSN has the right to request passenger produce his or her valid passport or other traveling documents and contact information, but will not bear responsibility for the authenticity and the validity of such documents.

6.1.4           When purchasing a ticket for child or infant, a valid birth certificate must be presented.

6.1.5           When purchasing a ticket for a passenger seriously sick or over 32 weeks pregnant, passenger shall provide a valid medical certificate issued by a medical department at or



above county level for such carriage that is accepted by CSN.

- 6.1.6 Each passenger shall respectively hold his own ticket.
- 6.1.7 Infants and passengers less than 5 years old must be accompanied by a passenger over 18 years old and with full capacity for civil conduct.
- 6.2 CSN or CSN's authorized agencies shall sell one-way, consecutive, or round-trip tickets according to the request of passengers.
- 6.3 On booking and purchasing, CSN and CSN's authorized agencies should notify the type of flight, marketing carrier and operated carrier when passenger purchase the codeshare flight.

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**Article 7      Check-In and Boarding****7.1      General Rules**

7.1.1      The passenger shall arrive at the designated check-in location sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures and in any event not later than the time that may be indicated by CSN.

7.1.2      If the passenger fails to arrive in time at the designated check-in location or boarding gate or appears improperly documented or fails to provide an acceptable ticket and not ready to travel, CSN may cancel the space reserved for the passenger and will not delay the flight. CSN is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article. If the passenger wishes a refund, the amount of such refund shall be processed in accordance with the voluntary refund regulations.

7.1.3      Check-in deadlines are different at every airport; CSN or CSN's authorized agencies should inform the passenger of the check-in deadlines and codeshare flight check-in will offer in the counter of operated carrier. Passengers should reserve enough time for check-in formalities. If passenger fails to check in before check-in deadlines, CSN has the right to cancel passenger's reservation.

7.1.4      CSN and CSN's ground handling agencies should open check-in counters in time, accept valid tickets produced by passengers, and process check-in formalities quickly and

correctly.

- 7.1.5 Before boarding, passengers and their baggage and hand-carry items must go through security check.
- 7.2 Mis-catch
  - 7.2.1 If mis-catch happens due to reasons of passengers, ticket shall be dealt according the rules of voluntary refund.
  - 7.2.2 If mis-catch happens due to reasons of CSN, CSN shall arrange passenger to travel on the soonest flight; if passenger requests for refund, it shall be dealt according to rules of involuntary refund.
- 7.3 Wrong Boarding
  - 7.3.1 If passenger boards a wrong flight and the passenger requests to stop traveling at the destination of the flight boarded, no extra fee shall be charged and no fee shall be refunded.
  - 7.3.2 If wrong boarding happens due to reasons of CSN, CSN shall arrange passenger to travel on the soonest flight to the destination listed on passenger's ticket; no extra fee shall be charged and no fee shall be refunded. If passenger requests for refund, it shall be dealt according to rules of involuntary refund.

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**Article 8      Baggage****8.1            General Rules**

Baggage carried by CSN, is divided into checked baggage and un-checked baggage (self-care baggage and free hand-carry items).

**8.1.1        Items Unacceptable as Baggage**

Passenger shall not include in his or her baggage (both checked baggage and unchecked baggage) or carry on to the cabin.

**8.1.1.1     Items that do not constitute baggage as defined in Provision 1.1.34 of the Conditions.**

8.1.1.2        Other than those permitted by Dangerous Goods Transportation Regulations of China Civil Aviation and CSN regulations, dangerous goods including the following items are not permitted to be carried and checked or un-checked baggage:

- 1)            Explosives;
- 2)            Gas, including flammable gas, inflammable and nontoxic gas, and toxic gas;
- 3)            Flammable liquid;
- 4)            Flammable solid, spontaneous combustible substance; substance that would release flammable gas in contact with water;
- 5)            Oxidizer and organic peroxide;
- 6)            Toxic substance and infectious substance;
- 7)            Radioactive substance;
- 8)            Corrosive substance;

- 9) Miscellaneous dangerous goods such as magnetic substance.
- 8.1.1.3 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any country to be flown from, to or over.
- 8.1.1.4 Articles those in the opinion of CSN are unsuitable for carriage by reason of their weight, shape, size or character.
- 8.1.1.5 Live animals, except as pets and guide dogs provided for in Provision 8.7.
- 8.1.1.6 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as baggage.
- 8.1.2 Items unacceptable as checked baggage
- Passenger shall not include in checked baggage the following items. If such items included in checked baggage is lost or damaged, CSN is liable for it only as common checked baggage.
- 1) Fragile items;
  - 2) Perishable items;
  - 3) Money or valuable securities;
  - 4) Jewelry;
  - 5) Precious metal and articles thereof;
  - 6) Antiques and valuable paintings;
  - 7) Computer and personal digital device;
  - 8) Samples and valuables;
  - 9) Lithium battery;
  - 10) Important files and documents;
  - 11) Traveling documents, medical certificates, X-ray films;
  - 12) Prescribed drug that needs to be taken regularly.



- 13) Portable power source
- 8.1.3 Limitation on carriage
- The carriage of following articles is limited. They may be accepted only in accordance with the CSN's regulations as checked baggage.
- 8.1.3.1 Precision instrument and electric appliances shall be carried as cargo. They may be accepted only in accordance with the CSN's regulations as checked baggage. Free baggage allowance does not apply to such items.
- 8.1.3.2 Sporting equipment, including firearms and ammunition for hunting and sporting purposes.
- 8.1.3.3 Dry ice, alcoholic beverage, medicinal or toilet articles and personal smoking materials intended for use by an individual shall not exceed the set quota.
- 8.1.3.4 Diplomatic envelopes, confidential files;
- 8.1.3.5 Weapons such as swords, knives, antique firearms, and similar items may be accepted as checked baggage, in accordance with CSN's Regulations, but will not be permitted in the cabin.
- 8.1.3.6 Pet or guide-dog which is specified in Provision 8.7.
- 8.1.3.7 The wheelchair and/or other assistant devices for incapacitated or the aged passengers.
- 8.1.3.8 Liquid hand-carried by passenger.
- 8.1.3.9 Items not suitable to be carried in cargo cabin such as delicate musical instrument and not meeting the requirements of weight and size by Provision 8.4, shall be carried in passenger cabin as seat-taking baggage. Extra fees shall be



charged for such items, and such items shall be taken care of by the passenger.

#### 8.1.4 Right to refuse carriage

In the exercise of CSN's discretion, CSN may refuse to carry passenger or his baggage after informing the passenger. In this circumstance passenger will be entitled to a refund. CSN may also refuse to carry passenger or his baggage for any of the following reasons:

8.1.4.1 CSN may refuse carriage as baggage of such items described in 8.1.1 and 8.1.2 as are prohibited from carriage as baggage and may refuse further carriage of any such articles on discovery thereof.

8.1.4.2 Unless advance arrangements for its carriage have been made with CSN, CSN may carry on later flight baggage that is in excess of the applicable free allowance.

8.1.4.3 CSN may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

8.1.4.4 Such action is necessary to prevent a violation of any applicable laws, regulations, or orders of any State to be flown from, to or over.

8.1.4.5 The carriage of passenger or his baggage may endanger or affect the safety, health, convenience, comfort of other passengers or crew members.

#### 8.2 Checked Baggage

8.2.1 Checked baggage must meet the following requirements:

8.2.1.1 Passenger must check baggage with a valid ticket. CSN

should correctly enter the pieces and/or weight of checked baggage into departure system. Each passenger's baggage must be recorded on his own record. If passenger holds a paper ticket, baggage content should be written on the correspondent spot of ticket.

- 8.2.1.2 CSN generally accepts baggage during check-in on the date of flight departure. If passenger requests CSN to accept checked baggage in advance, he could make an appointment in advance.
- 8.2.1.3 CSN shall attach a baggage tag to each piece of passenger's checked baggage, and give a baggage identification tag to passenger. Self-care baggage after weighed together with checked baggage and entered into ticket respectively and attached a self-care baggage tag, is taken care of by passenger in the passenger cabin.
- 8.2.1.4 The weight and size of checked baggage shall not exceed CSN's restrictions; those exceeding such restrictions shall be carried as cargo.
- 8.2.1.5 Passenger should attach name or other personal mark to the checked baggage before checking it in.
- 8.2.1.6 Checked baggage must be well packed, locked and bound, and must be able endure a certain amount of pressure, and can be safely loaded, unloaded and carried under normal operation conditions, and should meet the following requirements:
- 1) Suitcase and handbags and so on must be locked;
  - 2) It's not allowed to bound more than two pieces of baggage

into one piece;

- 3) It's not allowed to attach other items to baggage;
- 4) Bamboo baskets, net bags, grass strings, grass bags and so on are not allowed to be used as packing materials;
- 5) Passenger's name, detailed address and telephone number should be written on baggage.

8.2.1.7 Checked baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on alternative flight. If passenger's checked baggage is carried on a subsequent flight CSN will deliver it to passenger, unless applicable law requires passenger to be present for customs clearance.

### 8.3 Free baggage allowance

8.3.1 The free baggage allowance for baggage (include checked and unchecked) is determined by CSN's official updates.

#### 8.3.1.1 Piece concept

Unless otherwise specifically, the piece concept which applies to carriage on all CSN's international flight and regional route.

8.3.1.2 The piece concept which applies to carriage to/from the United States or Canada are specified as following: the sum of the three dimensions must not exceed 158cm (62 inches) for each piece, and the weight of each piece must not exceed 45 kg (90 pounds).

The piece concept which applies to carriage is not involve United States or Canada are specified as following: the sum of the three dimensions must not exceed 158cm (62 inches)

for each piece, and the weight of each piece must not exceed 32 kg (70 pounds).

8.3.1.3 Free baggage allowance for passengers who purchase the mixed travel class will be the applicable to respective class.

8.3.1.4 When two or more passengers, traveling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for travel at the same time and place, they will be permitted a total free baggage allowance equal to the combination of their individual free baggage allowance.

8.3.1.5 Free allowance for passengers who travel domestic flight which is a part of the international flight will be the applicable to the according international flight.

8.3.1.6 Free allowance for passengers who voluntarily change the travel class will be the applicable to new class. Free allowance for passengers who involuntarily change the travel class will be the applicable to original class.

8.3.1.7 For infant not occupying a seat, the free baggage allowance is one 10 Kg checked bag (piece), the sum of the three dimensions not to exceed 115cm (65 inches), plus one checked or carry on fully collapsible stroller/push-chair or infants carrying basket or infants car seat. Nonretractable stroller is not only for checked baggage. If there is not enough space for fully collapsible stroller in the cabin, it must carry as checked baggage.

8.4 Free Hand-carry baggage

8.4.1 Weight and size

Each passenger who is entitled to travel in first class can bring two pieces of hand-carry baggage, each of which must not exceed 5kg in weight. Each passenger who is entitled to travel in business or economy class can bring one piece of hand-carry baggage, each of which must not exceed 5kg in weight. The sum of the three dimensions of each piece must not exceed 115cm. Such baggage can be placed in the baggage cabin or under the seat in the passenger cabin.

#### 8.4.2 Bulky baggage

Objects not suitable for transport in the cargo compartment (such as delicate musical instrument and the like) will only be accepted for transportation in the passenger cabin as seat-taking baggage and be taken care of by passenger, if due notice has been given in advance and permission granted by CSN. The transport of such objects may be charged separately.

8.4.3 Checked baggage and self-care baggage of un-checked baggage shall be weighed or piece-calculated together at the time of check-in. Checked baggage is under custody of CSN during the journey, while the self-care baggage shall be taken care of by passenger in the journey including stay in transit points.

#### 8.5 Excess baggage

8.5.1 The excess baggage means total weight or/and pieces of (checked and unchecked) baggage excess the free allowance.

8.5.2 Baggage carried in excess of the free baggage allowance will be charged as CSN's regulations, and will be carried after



CSN or CSN's authorized agencies issue an excess baggage ticket.

## 8.6 Declaration and charge

### 8.6.1 General Rules

8.6.1.1 A passenger may declare a value for checked baggage in excess of USD30 or its equivalent per kilogram, and shall pay an applicable charge.

8.6.1.2 No declaration value for pet will be accepted.

8.6.1.3 CSN will charge an fee of 5% of extra declared value exceeding the limitation of 8.6.1.1.

8.6.2 CSN will refuse to accept an excess value declaration on checked baggage when a portion of the carriage is to be provided by another Carrier who does not offer the facility.

8.6.3 The declaration for checked baggage must not exceed the real value of the baggage. The maximum declared value of each passenger is USD5,000 or its equivalent value in other currencies. If CSN disagrees with a value declaration and the passenger refuses to be checked, CSN has the right to refuse carriage.

## 8.7 Pets and Guide Dogs

8.7.1 Pets mean such little animals as domestic dogs, cats, birds and other household pets. If the animal is too small in size (such as murines or spectacular fish), or too large in size (the size of whose cage exceeds the maximum size restriction), and may therefore cause hazard to the safety of carriage, it will not be accepted for transportation. Any wild and aggressive animal such as snakes will not be accepted



for transportation. The carrier has the right to determine whether an animal can be carried and the way of transportation, and has the right to restrict the number of pets on a plane.

8.7.2 Pet may be accepted for carriage subject to CSN's Regulations only when:

8.7.2.1 Properly crated and accompanied by valid vaccination certificates, entry permits and other documents required by The People's Republic of China and countries of entry or transit.

8.7.2.2 With the advance agreement of CSN and other Carriers concerned.

8.7.3 Guide dog means a dog trained to lead the blind or assist the deaf (Such passenger shall provide an evidenced by a medical certificate.) when if accompanies passenger with impaired vision or hearing dependent upon such dog.

8.7.4 The carriage of guide dogs shall be dealt in accordance with Provision 8.7.2. Guide dogs, if they meet the requirements of the CSN, may accompany in passenger cabin the disabled eligible to travel. The disabled eligible to travel shall provide the identity and quarantine proofs for guide dogs. Guide dogs, together with its cage and food can be carried for free, without taking up the free baggage allowance.

8.7.5 Acceptance for carriage of animals (include guide dogs) is subject to the conditions that the passenger assumes full responsibility for such animal unless due to CSN's faults. CSN shall not be liable for injury to or loss, delay, sickness

or death of such animal in the event that it is refused entry into or passage through any country, state or territory

8.7.6 The passenger is fully liable for all damages or injuries which a pet might cause to other passengers or crew members.

8.7.7 CSN will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory.

8.7.8 CSN may refuse to accept the carriage of pet and guide dog on non-stop long-haul flight or some specific type of aircraft due to the unsuitability .

8.8 Delivery of checked baggage

8.8.1 Passenger shall collect his baggage as soon as it is available for collection at places of destination or stopover. At the time of collection, passenger shall show his or her identification tag, or baggage check if CSN requires.

8.8.2 With CSN's consent, passenger can collect his baggage at stopover under the agreement of CSN, the unsued payment of the excess baggage will not be refunded.

8.8.3 If the passenger does not collect his baggage in time, CSN will charge the passenger baggage keeping fee. CSN has the right to deal with the perishable items in passenger's baggage 24 hours after the arrival of the baggage.

8.8.4 CSN is under no obligation to ascertain that the bearer of the baggage identification tag is entitled to delivery of the baggage and CSN is not liable for any loss, damage, or expense arising out of or in connection with such delivery.



- 8.8.5 If a person claiming the baggage is unable to identify the baggage by the baggage identification tag, CSN will deliver the baggage to such person only on condition that he or she establishes to CSN's satisfaction his or her right thereto. And if required by CSN, such person shall furnish adequate security to indemnify CSN for any loss, damage or expense which may be incurred by CSN as a result of such delivery.
- 8.8.6 Acceptance of baggage by the bearer of the baggage check, 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.
- 8.9 Un-delivered Baggage
- If baggage is not collected after 90 days from the next day of baggage's arrival, CSN has the right to process it according to the regulations on un-delivered baggage.
- 8.10 Processing of Abnormal Carriage of Baggage
- 8.10.1 In the event of delay, loss or damage in the carriage of baggage, CSN and CSN's authorized ground handling agency, together with passenger, should fill up a Record Form of Accidents of Baggage Carriage, check out the situation and reasons, and report the results of investigation to passenger and departments concerned. If compensation for baggage happens, it can be processed at the journey's origin, stopover or destination.
- 8.10.2 If the checked baggage fails to arrive in the same flight with the passenger due to CSN reasons and thereby cause inconvenience for passenger's life, CSN should give

appropriate compensation for passenger's temporary life use.  
CSN will compensate passenger for baggage loss in accordance to the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw.

8.11 Compensation for baggage

8.11.1 Compensation Limit

8.11.1.1 According to Warsaw Convention, in the event of baggage perishment, loss, damage or delay that happens during international baggage carriage, the compensation limit for each kilo is 17 special drawing rights.

According to Montreal Convention, in the event of baggage perishment, loss, damage or delay that happens during international baggage carriage, the compensation limit for each passenger is 1131 special drawing rights.

8.11.1.2 If the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of service concerned, as provided in CSN's Regulations.

8.11.1.3 In the case of checked baggage a higher value is declared pursuant to 8.5.1, the liability of CSN shall be limited to such higher declared value. But if the declaration value is higher than the real value of such baggage, compensation will not exceed the real value.

8.11.2 Time limitation on claims and actions

8.11.2.1 Notice of claims



- 1、 No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains to CSN forthwith after the discovery of the damage, and, at the latest, within seven working days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within twenty-one working days from the date on which the baggage has been placed at his or her disposal. Every complaint must be made in writing and dispatched within the times aforesaid.
  - 2、 Any claims should be raised in written form within time limit, or no compensation should be raised towards CSN.
- 8.11.2.2 Any right to damages shall be extinguished if an action is not brought within two years reckoned from the date of arrival at the destination or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 8.12 Right of baggage inspection
- In case of running safety, CSN is entitled to ask passenger to check their luggage. If necessary, CSN can check the baggage when passenger not present. Otherwise, CSN have the right to refuse to carry.

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**Article 9      Schedules, Changes and Cancellations of Flights****9.1            Schedules**

9.1.1           CSN undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel in accordance with the conditions specified in the “Passenger Ticket and Baggage Check”.

9.1.2           Except in the case of its acts or omissions done recklessly with intent to cause damage and with knowledge that damage would probably result, CSN shall not be liable for errors or omissions in timetables or other published schedules. Additionally CSN shall not be liable for representations made by employees, agents or representatives of CSN as to the dates or times of departure or arrival or as to the operation of any flight.

9.1.3           The flight times and aircraft types shown in timetables may change between the date of publication and the date passenger actually travel. CSN do not guarantee them to passenger and they do not form part of contract with CSN.

9.1.4           Before CSN accept passenger’s reservation for a flight, CSN will notify the passenger of the scheduled flight time in effect as of that time, and it will be shown on Ticket. It is possible CSN may need to change the scheduled flight time subsequent to the issuance of the Ticket.

If passenger provide CSN with contact information, CSN will endeavor to notify the passenger of any such changes. If, after ticket purchase CSN make a significant change to the

schedule flight time, which is not acceptable to the passenger, and CSN are unable to book the passenger on an alternate flight which is acceptable to passenger, passenger will be entitled to a refund in accordance with Article 10.2 the regulation of involuntary refund.

9.2 Cancellation, Changes of Flights For the following reasons, schedules are subject to cancel, terminate, change, or delay without notice:

9.2.1 Any government legal provision, regulation, order, demand or requirement; or

9.2.2 For security of flight; or

9.2.3 Due to circumstances beyond its control or unable foreseen.

9.3 CSN cancels or delays flights due to any of the reasons provided in Provision 9.2, and therefore fails to provide reserved seat (including the reserved class), or fails to stop at passenger's stopover or destination, or causes a mis-connection with the reserved consecutive flight, CSN should appropriately consider passengers' reasonable needs and take one or more of the following measures:

9.3.1 Arrange available seat on subsequent CSN flights for passenger;

9.3.2 Make endorsement after getting consent from passenger and carrier concerned;

9.3.3 Refund according to rules of involuntary refund.

9.4 Remedies provided in Provision 9.3 are all the options for passengers. Unless otherwise provided in the Convention, CSN will have no other liability.

- 9.5 CSN will take all measures that could reasonably be required to avoid delay in carrying passenger and his baggage. CSN shall not be liable if it proves that CSN has taken all measures that could reasonably be required to avoid the damage or that it was impossible for CSN to take such measures.

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**Article 10      Changes to Passenger tickets****10.1            Involuntary Change**

10.1.1            If such unpredictable non-CSN reasons as weather, air traffic control cause CSN flights' cancellation, advancement, delay, change, mis-connection, or failure to provide reserved seats, CSN should consider passengers' reasonable requests and take one of the following measures:

10.1.1.1          Arrange on priority available seats on CSN flights for passengers;

10.1.1.2          Make endorsement after agreed by passengers and carriers concerned.

10.1.1.3          For re-routing, passengers shall be carried to destination or stop over city with flight operating by CZ. Overpaid amount of ticket fare, excessive baggage fee will be returned, while deficiency of such fares and charges will be ignored, and there will be supplement charge if extra tax, surface transportation fee or other ancillary service fee occurred.

10.1.2            If such CSN reasons as aircraft maintenance, flight readjustment cause CSN flights' cancellation, advancement, delay, change, mis-connection, or failure to provide reserved seats, CSN should consider passengers' reasonable requests and take one of the following measures:

10.1.2.1          Arrange on priority available seats on CSN flights for passengers;

10.1.2.2          Make endorsement after agreed by passengers and carriers concerned;

10.1.2.3          Change the route listed on original ticket, and arrange



passengers to arrive at destination or stopover point via CSN or other carriers' flights, or via other means of transportation mutually agreed. Overpaid amount of ticket fare, excessive baggage fee and other service charges will be returned, while deficiency of such fares and charges will be ignored.

- 10.2 Voluntary change of flight number, date or class (include compartment change and class change in the same compartment)

If passengers require changing classes after their purchase, CSN and its agents shall handle it positively on the condition that there are seats available and fare regulation permitted. The difference shall be paid by passenger if the class change cause to a higher fare, and the ticket shall be voluntarily refunded if the class change cause to a lower fare or continue journey with the original price which is decided by passenger.

- 10.3 Unless otherwise specified, when passenger request the change the itinerary, accompanied children and infant (occupying a separate seat) deduct change fee as adult standard. For infant not occupying a seat will not deduct change fee.

- 10.4 Endorsement

- 10.4.1 In the event of involuntary change of carrier for passenger, endorsement formalities shall be done after agreed by passenger and carrier concerned.

- 10.4.2 In the event of voluntary change of carrier requested by passenger, CSN can make endorsement when all the following requirements are met:



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- 10.4.2.1 Passenger's applicable fare does not have endorsement restrictions.
- 10.4.2.2 The carrier to be changed into must have has signed an interline agreement, and can issue or receive tickets mutually with CSN.
- 10.4.3 When passenger does not meet all the above requirements and demands change of carrier, it shall be processed according to rules of voluntary refund.
- 10.4.4 Unless specially authorized by CSN, CSN's sales agencies are not allowed to do endorsement formailities for passenger.



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## **Article 11      Refunds**

### **11.1            General Rules**

11.1.1           On failure by CSN to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, refund for an unused ticket or portion thereof shall be made by CSN according to CSN's Regulations.

11.1.2           Except in the case of lost tickets, refunds will only be made on surrender to CSN of the passenger coupon or passenger receipt and surrender of all unused flight coupons, and the conjunction tickets if any. For electronic tickets, refund must be applied not later than 13 months after the date of commencement of travel or the date of issuance (for all first flight coupon unused ticket). Application for refund will only be accepted when the coupon's status is OPEN FOR USE that the flight coupons can be used effect, and with payment proof provided by passenger.

### **11.2            Person receiving refunded fares**

11.2.1           CSN shall be entitled to make refund to the person named in the ticket.

11.2.2           If a ticket has been paid for by a person other than the passenger named in the ticket, and CSN has indicated on the ticket that there is a restriction on refund, the refund will be made only to the person paying for the ticket or to that person's order.

11.2.3           Passenger or sponsor who requests the refund shall present his or her valid identity certificate. If the person requesting

refund is not the passenger or the sponsor, he or she must present the identity certificate of himself or herself and the authorization from the passenger or sponsor in addition.

11.2.4 A refund made pursuant to 11.1 to anyone whom refund may be made in terms of 11.2.1, 11.2.2 or 11.2.3 shall be deemed a proper refund and shall discharge CSN from liability and any further claim for refund.

11.2.5 When refunding an electronic ticket, passenger is required to provide printed itinerary.

11.3 Time limit for refund

Refund must be applied not later than 13 months after the date of commencement of travel or the date of issuance (for totally unused ticket). Application for refund will not be accepted after the time limit.

11.4 Place of refund

11.4.1 On principle, refund of tickets and MCO shall be processed in the original place of payment; exchanged tickets can also be refunded in the place of exchange. In the event of involuntary refund, refund can be processed in CSN's sales office in the place of original purchase, commencement of journey, stopover, or breakpoint of travel, or in CSN's authorized sales agencies in the place where the cause of involuntary refund happens.

11.4.2 When passenger applies for refund in a place other than the original place of issuance, the CSN's sales office which is to process refund shall obtain authorization from the original place of issuance, and refund in the local currency



at that day's BSR according to the refunded amount provided by original place of issuance.

- 11.4.3 When passenger holding an open ticket applies for refund, refund must be processed in the original place of issuance.

11.5 Currency

All refunds will be subject to Government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Refunds will normally be made in the currency in which the ticket was paid for, or in another currency in accordance with CSN's regulations.

11.6 Involuntary refunds

Involuntary refund means any refund applied for by passenger entitled to travel on CSN's flights who cannot be carried according to carriage contract due to such uncontrollable or unpredictable reasons as weather, air traffic control, aircraft maintenance, flight readjustment.

Involuntary refund can be processed at CSN's sales offices in the place of original purchase, commencement of journey, stopover, breakpoint of travel, or at CSN's authorized agencies in the place where the cause of involuntary refund happens.

- 11.6.1 Involuntary refund abides by the following rules:

- 11.6.1.1 If no portion of the ticket has been used, an amount equal to the fare paid including taxes and charges shall be refunded, without charging refund fee;

- 11.6.1.2 If a portion of the ticket has been used, subtract the amount of



individual or group fare on the used sectors and subtract the amount of used taxes and charges, and refund the remaining amount. The refunded amount shall not be higher than the amount paid. No refund fee shall be charged.

- 11.6.1.3 If the flight lands at an airport other than the appointed stopover and flight of the same day is cancelled, and if the passenger demands for refund, fare from the landed airport to the destination at the same discount rate or sub-class with the original paid fare shall be refunded, but the refunded amount shall not be higher than the paid amount; no refund fee shall be charged. Applicable carrier fare from landed airport to destination shall be chosen on priority. If there are no published fares from landed airport to destination, fare of other means of transportation from landed airport to destination shall be refunded. Where there are more than one applicable fares of a same means of transportation, the medium one shall be chosen.

- 11.6.1.4 Change fee shall be paid by passenger who requires flight change of his/her own will. When the changed flight is not performed as scheduled, the ticket can be refunded free of charge while the previously paid change fee shall not be refunded.

## 11.7 Voluntary refund

Refund beyond the limitations in 11.6 belongs to voluntary refund.

### 11.7.1 Voluntary refund abides by the following rules:

- 11.7.1.1 If no portion of the ticket has been used, an amount equal to

the fare paid, less any applicable service charges or cancellation fees;

11.7.1.2 If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, and subtract refund fees and noshow fees if any.

11.7.1.3 Special regulations will be applied to the ticket with a special fare paid.

#### 11.8 Refund to Credit Card or Debit Card Accounts

Refund for Tickets paid with credit cards or debit cards can only be credited to the card account originally used for the Ticket purchase. The refundable amount to be paid by CSN will be in accordance with the rules within this article only, on the basis of the amount originally paid by passenger and the currency entered in the ticket. If there's any difference of amount caused by currency exchange, passenger is not entitled to claim damages to CSN.

11.9 When refunding a ticket combining different fares, refund shall be processed according to the most restricted rules of applied fares.

#### 11.10 Refusal of refund

Except for involuntary refund, departments concerned shall refuse to refund in any one or more of the following situations:

11.10.1 Refund is applied for after the time limit of refund;

11.10.2 Passenger fails to present valid certificates or tickets or

- proofs on applying for refund;
- 11.10.3 When the applicable fare of used sectors is equal to or higher than that of the whole journey, the unused sectors cannot be refunded;
- 11.10.4 Ticket is annotated non-refundable.
- 11.11 On refunding, passenger's paid but unused taxes and charges shall be refunded together. Taxes and charges of ticket which is non-refundable or has no applicable remaining amount for refund can also be refunded alone without extra charge, but must be refunded before the time limit of refund.
- 11.12 Refund due to passenger's illness shall be processed as voluntary refund.
- 11.13 Unless otherwise specified, accompanied children and infant(occupying a separate seat) deduct refund fee as adults. For infant not occupying a seat will not deduct refund fee.
- 11.14 Passenger stop the journey voluntary at the stopover, the fare of unused flight coupons will not be returned.



## **Article 12 Conduct Aboard Aircraft**

12.1 If passenger conducts himself or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, CSN may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger. Passenger may be disembarked and refused onward carriage at any point and passenger may be prosecuted for offences committed on board the aircraft.

12.2 Handling of Deregulating and Uncivil Passenger Behaviors beyond Unlawful Interferences

Deregulation and uncivil passenger behaviors include the action possibly endangering flight safety and behaviors disturbing orders.

12.2.1 Actions possibly endanger flight safety include but not limited:

- (1) Jape of hijacking and aircraft explosion;
- (2) Attempt to enter the cockpit without permission;
- (3) Refuse to accept the dissuasion after deregulation;
- (4) Smoke in the cabin toilet;
- (5) Hit the flight crew or threaten to injure others;
- (6) Make a false report about an emergence endangering flight safety;
- (7) Use electronic apparatus without permission;





- (8) Steal or damage electronic devices intentionally;
- (9) Violate the regulations and open the emergency life equipment on board;
- (10) Other actions possibly endangering flight safety.

12.2.2 Disturbing orders includes but not limited:

- (1) Pick quarrel and hit passengers;
- (2) Get drunk for affray;
- (3) Sexual harassment;
- (4) Damage to public facilities;
- (5) Steal articles from the aircraft;
- (6) Smoke in no-smoking area;
- (7) Attack airport;
- (8) Occupy aircraft by force;
- (9) Other actions disturbing civil aircraft operation orders.

12.2.3 Handling Procedures

In accordance with the national laws and civil aviation rules, if the deregulation and uncivil behaviors of the passenger in the cabin break the laws, the Company shall hand them over to the police authority or judicial organ to handle.

12.3 Passenger may not operate aboard the aircraft portable radios, electronic games, laptop computer, digital camera or transmitting devices including radio controlled toys and walkie-talkies. The passenger shall not operate any other electronic devices on board without CSN's permission, except that portable recorders, hearing aids and heart pacemakers may be used. Portable power source is not permit during the flight. It is forbidden to carry the rated

power more than 160 wh (watt hour) of mobile power supply board.

12.4 Non-Smoking Flights

All CSN flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft.

12.5 Restriction on Alcoholic Drinks

While aboard aircraft, passenger is not allowed to drink any alcoholic drinks other than those provided by CSN.

12.6 Seat Belts Compulsory

While in seat on board the aircraft, passenger has the obligation to fasten his or her seat belt during the entire flight.

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**Article 13 Refusal and Limitation of Carriage**

- 13.1 CSN has right to refuse to carry if any of the following condition occurs:
- 13.1.1 Prohibited by the National Laws, national policies or regulations;
  - 13.1.2 Passengers who do not comply with laws, government regulations and commands or CSN regulations;
  - 13.1.3 Passengers who refuse to go through the security check;
  - 13.1.4 Passengers who refuse to produce ID;
  - 13.1.5 Passengers who refuse to comply with company's exit-seat restrictions;
  - 13.1.6 Passengers who do not comply with crewmembers' instructions;
  - 13.1.7 Handicapped passengers who shall only be seated in exit seat;
  - 13.1.8 Passengers not accepted due to conditions caused by weather or other uncontrollable reasons;
  - 13.1.9 Passengers who do not pay for the ticket, fee and tax or do not implement the credit payment to CSN;
  - 13.1.10 Ticket is illegally purchased or the theft or counterfeit, or the coupon is changed improperly;
  - 13.1.11 Passengers who show tickets are not the ones whose names are on the tickets;
  - 13.1.12 Passengers with more than 9 months pregnancy (36weeks);
  - 13.1.13 Neonatal baby less than 14 days of age;
  - 13.1.14 Passengers whose behaviors, age, physical or mental condition are not suitable for flight, or make it hers

- uncomfortable or may be hazardous to himself, the crew or other passengers or property;
- 13.1.15 Passengers who have known serious communicable disease or infection, and who cannot provide a medical certificate stating the precautions necessary to prevent infections to others;
- 13.1.16 According to the regulation of CSN, the passenger's physical or mental condition is such that he/she may not understand or perform safety instructions without flight attendants' assistance; or
- 13.1.17 Passengers who are mentally defective and whose behavior may be hazardous to himself, the crew or other passengers;
- 13.1.18 Passengers who appear to be or is intoxicated or under the influence of drugs;
- 13.1.19 Passengers who appears to be or is poisoned;
- 13.1.20 Passengers who require intravenous injection;
- 13.1.21 Passengers who have malodorous conditions (other than those qualifying as disabled);
- 13.1.22 Passengers who are not wearing some type of footwear or whose clothing makes other passengers uneasy;
- 13.1.23 Stretcher patients who do not comply with passenger transportation safety.
- 13.1.24 Passengers who may seek illegal entry in a transit country, or may destroy the identification during the flight, or refuse to submit the traveling certificate or copies to crewmembers for preservation;
- 13.1.25 Passengers conduct jeopardizing aircraft or onboard

passengers' safety regardless whether it is intentional.

13.2 Arrangement for passengers whose carriage has been refused

During CSN's running and operation, when refusal of passenger carriage happens, departments of carriage service shall treat the passengers whose carriage has been refused consequentially according to CSN's Passenger Sales Manual and Ground Service and Handling Manual.

13.3 Limitation on Carriage

Unaccompanied minors, sick and disabled persons, the pregnant, the blind and deaf or prisoners and other special passengers, shall not be transported unless the company and the related carriers have approved them in advance and made the necessary arrangement under the conditions up to the transportation regulations of the company and the carriers concerned.

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**Article 14 Arrangements for Additional Services**

- 14.1 If CSN makes arrangements for passenger with any third party to provide any services other than carriage by air, or if CSN issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party, such as ground transportation, hotel reservations or car rental, CSN does so only as passenger's agent and CSN takes no responsibility for the availability or the quality of such services. The terms and conditions of the third party service provider will apply.
- 14.2 If CSN provides ground transportation for passenger, these Conditions of Carriage shall not apply to such ground transportation.

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**Article 15    Administrative Formalities**

- 15.1            The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with CSN's Regulations and instructions. CSN shall not be liable for any aid or information given by any agent or employee of CSN to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements; or for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.
- 15.2            The passenger shall present all exits, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit CSN to take and retain copies thereof. CSN reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit CSN to take and retain copies thereof.
- 15.3            The passenger agrees to pay the applicable fare whenever CSN, on Government order, is required to return a passenger to his or her point of origin or elsewhere, owing to the passenger's inadmissibility into a country, whether of transit or of destination. CSN may apply to the payment of



such fare any funds paid to CSN for unused carriage, or any funds of the passenger in the possession of CSN. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by CSN.

- 15.4 If CSN is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to CSN any amount so paid or deposited and any expenditure so incurred. CSN may use towards such expenditure any funds paid to CSN for unused carriage, or any funds of the passenger in the possession of CSN.
- 15.5 If required, the passenger shall attend inspection of his or her baggage, checked or unchecked, by customs or other government officials. CSN is not liable to passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.
- 15.6 The passenger shall submit to any security checks by government or airport officials or by CSN.



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**Article 16      Passenger Services**

16.1            Unless otherwise specified, in-flight meals shall be provided by CSN free of charge. However, CSN may charge extra fees to services beyond the stipulated varieties and quantity accordingly.

16.2            Except as otherwise specified, CSN does not provide ground transfer service within airport areas or between airports or between airports and town terminals. CSN is not liable for the acts of the provider of such ground transfer services.

CSN will not be liable for the acts or omissions of anything done by an agent or representative of CSN in assisting the passenger to make arrangements for such transfer service.

16.3            Passenger shall pay for expenses of hotel accommodation at the connection point.

16.4            If illness happens to passenger during air carriage, CSN shall take active measures and do its best to save the passenger.

16.5            Services for abnormal flights

16.5.1          If flights are delayed or cancelled at origin due to such reasons as aircraft maintenance, flight readjustment, or flight crew, CSN shall provide accommodations to passengers according to regulations concerned.

16.5.2          If flights are delayed or cancelled at origin due to non-CSN reasons including but not limited to weather, accidents, air traffic control, airport, or passengers, CSN shall assist passengers arrange accommodations on passengers' own expenses.

- 16.5.3 If flights are delayed or cancelled at transit point due to any reason, CSN shall provide accommodations to transit passengers.
- 16.5.4 When flights are delayed or cancelled, CSN and CSN's ground service agencies shall explain and inform passenger promptly about the latest information of flights' delay or cancellation.

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**Article 17    Liability for Damage**

- 17.1            Carriage conducted by CSN is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not international carriage to which the Convention applies.
- 17.2            In carriage which is not international carriage to which the Convention applies:
- 17.2.1        CSN shall be liable for damage to a passenger or his checked baggage only if such damage has been caused by CSN's acts or omissions done recklessly with intent to cause damage and with knowledge that such damage would probably result.
- 17.2.2        Except in the case of acts or omissions done recklessly with intent to cause damage and with knowledge that such damage would probably result, the liability of CSN with respect to each passenger for death, wounding or other bodily injury shall be limited to the applicable law.
- 17.3            To the extent not in conflict with the foregoing and whether or not the Convention applies:
- 17.3.1        Carriage conducted by CSN and other carriers according to one ticket or consecutive tickets shall be regarded as a single carriage. CSN is liable only for damage occurring on its own operating flight( including codeshare flight). CSN issuing a ticket or checking baggage over the lines of another carrier does so only as agent for such other carrier. Nevertheless, with respect to checked baggage, passenger may make a claim against the first or last carrier shown on

the ticket or baggage check. For the flight non-operated (including codeshare) flight, operated carrier may undertake the liability for damage and CSN may assist to contact operated carrier when the flight delayed, cancelled, overbooking, baggage damage and lost occur.

17.3.2 CSN is not liable for damage to unchecked baggage unless such damage is caused by CSN's acts or omissions done recklessly with intent to cause damage and with knowledge that such damage would probably result.

17.3.3 CSN is not liable for any damage arising from its compliance with any laws or Government regulations, orders or requirements, or from failure of the passenger to comply with the same.

17.3.4 If the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of service concerned, as provided in these Conditions. If in the case of checked baggage a higher value is declared pursuant to 8.6.1, the liability of CSN shall be limited to such higher declared value.

17.3.5 CSN's liability shall not exceed the amount of proven damages. CSN shall furthermore not be liable for indirect or consequential damages.

17.3.6 CSN is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage. Any passenger whose property causes injury to another person or damage to another person's



property or to the property of CSN shall indemnify CSN for all losses and expenses incurred by CSN as a result thereof.

17.3.7 If items attached to or within checked baggage as listed in Provision 8.1.2 are lost or damaged, CSN is only liable according to the limitation of damage for general checked baggage.

17.3.8 If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, CSN shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.

17.4 International carriage as defined in the Convention, is subject to the liability rules of the Convention. Where international carriage is not subject to the liability rules of the Convention, CSN's liability for any damage with respect to the carriage of passengers and baggage, shall be as set forth in the Montreal Convention.



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**Article 18      Effectiveness and Modification**

- 18.1            These Conditions come into effect on the date of publication, meanwhile The General Conditions of International Carriage for Passengers and Baggage of China Southern Airlines Company Limited issued on June 30, 2008 is abolished.
- 18.2            CSN may modify these Conditions without notice according to the routing procedure of CAAC. This modification will not apply to the carriage that starts before of such modification.
- 18.3            No agent, employee or representative of CSN has authority to alter, modify or waive any provision of these Conditions.
- 18.4            CSN reserves the right of interpretation of these Conditions.