

Appendix to the Resolution of the  
Management Board of QAZAQ AIR JSC  
dated October 17, 2025, Minutes No. 39-  
2025

APPROVED by  
Management Board of QAZAQ  
AIR JSC dated October 17, 2025,  
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**GENERAL RULES FOR AIR TRANSPORTATION OF  
PASSENGERS AND BAGGAGE OF QAZAQ AIR JSC**

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## INTRODUCTION

The Rules for the Air Transportation of Passengers, Baggage and Cargo of QAZAQ AIR JSC (the Rules) are the main regulatory document governing the activities of QAZAQ AIR JSC (the Airline) in the production of air transportation of passengers and baggage, and provides for the relationship between the airline and passengers.

The rules have been developed in accordance with the current legislation of the Republic of Kazakhstan and are used to provide passengers with information about the rules and requirements of the Airline for passengers during air transportation of passengers and baggage.

## TERMS, DEFINITIONS AND ABBREVIATIONS

The following terms and abbreviations with appropriate definitions are used in these Rules:

**Airline** – a legal entity that holds a certificate of an operator of civil aircraft in the context of these Rules – QAZAQ AIR JSC;

**Property Irregularity Report (PIR)** - a document issued by an airline in the presence of a passenger (recipient) immediately upon detection of damage caused to baggage (cargo) transported by aircraft of one or more airlines. The Report is signed by the airline and the passenger (recipient);

**ABS/GDS** - an automated booking system / global distribution system that provides information on flight schedules, seat availability and fares of air carriers, and through which air transportation services are booked; **Airport** - a complex of facilities designed for receiving and dispatching aircraft, servicing air transportation and having an airfield, terminal for these purposes, other necessary facilities and equipment;

**Airport (point) of departure** – the airport (point) from which, according to the Air Transportation Agreement, the transportation of passengers, baggage, or cargo begins;

**Airport (point) of destination** – the airport (point) to which the carrier must deliver passengers, cargo, and mail in accordance with the Air Transportation Agreement;

**Transfer airport (point)** – the airport (point) specified in the ticket or waybill where, according to the Air Transportation Agreement, the passenger transfers or the cargo and baggage is transferred from one flight to another for further travel along the transportation route;

**Air transportation ticket booking and sales agent** – a ticket sales agent or travel agency authorized to sell air transportation on the basis of an Agency Agreement with the Airline on its transportation documents, or accredited by the Airline to sell air transportation on neutral transportation documents;

**Air cargo sales agent** – an agency authorized to sell air cargo transportation based on an Agreement with the Airline;

**Agency Agreement** – a contract between the airline and the agent that defines the nature and scope of the assignment, the amount of commission, the term and conditions of termination of the contract, etc.;

**Airport terminal (passenger terminal)** – a building for servicing air transport passengers at airports;

**Baggage** – personal belongings of passengers or crew members carried on board an aircraft;

**Checked baggage (the baggage)** – passenger baggage accepted by the airline for carriage under its responsibility for its safety and for which it has issued a baggage receipt and baggage tag;

**Unchecked baggage (carry-on baggage)** – passenger baggage, other than checked baggage, carried on board the aircraft with the consent of the carrier, identified by a “Carry-on baggage” tag, placed in the passenger cabin and not containing substances or items prohibited for carriage in the aircraft cabin. It is delivered on board the aircraft by the passengers themselves;

**Baggage tag** - a document issued by the airline to identify checked baggage; part of the baggage tag is attached by the airline to each piece of checked baggage, the other part of the tag is given to the passenger;

**Unclaimed baggage** – baggage that has arrived at the airport (point) of destination indicated on the baggage tag and has not been collected or claimed by the passenger;

**Ammunition** – items of weapons designed to hit a target and containing explosive, propellant, pyrotechnic or explosive charges or a combination thereof; **Reservation** – preliminary allocation of seats on an aircraft for the carriage of passengers, as well as the volume of cargo for the carriage of baggage and cargo, confirmed by an electronic entry in the airline's ABS/GDS containing flight and other information about a passenger, baggage, or cargo with a unique alphanumeric code assigned. Reservations can be assigned two statuses: “Not sold” and “Sold”;

**Open-dated ticket** is a ticket that specifies the point of departure, destination, airline, and class of service, but does not specify the flight number, date, or time of departure of the aircraft;

**Domestic air transportation** is air transportation in which the point of departure, destination, and all points of landing are located within the territory of the Republic of Kazakhstan. An **aircraft** is a flying machine supported in the atmosphere by interaction with the air, other than interaction with the air reflected from the surface of the earth or water.

**Air transportation** – activities of individuals and legal entities involving the transportation of passengers, baggage, cargo, and postal items by aircraft;

**Air transportation** – air transportation of passengers and/or baggage carried out by QAZAQ AIR JSC in accordance with the terms of the Air Transportation Agreement;

**Refunds** – payment to the passenger (shipper) or their representative of part or all of the cost of transportation or services that were previously paid for but not used;

**Validating carrier** – the issuing carrier whose settlement code is displayed on the ticket/document when the e-ticket is issued. The validating carrier is responsible for controlling and authorizing the e-ticket issuance transaction.

**Air Waybill** – an air transport document certifying the conclusion of an Air Transportation Agreement, its terms and conditions, and the acceptance of cargo for transport by air;

**Cargo** – any property carried on board an aircraft, except for mail, onboard supplies, and baggage;

**Perishable cargo** – products of plant or animal origin, products of their processing, live plants, fish stocking material, and other cargo that requires special conditions for storage and transportation;

**Transit cargo** – cargo which, according to the consignment note, is transported further on the same flight on which it was delivered to the intermediate point;

**Transfer cargo** – cargo which, according to the consignment note, is delivered to the transfer airport (point) on one flight and then transported on another flight by the same or another airline;

**Date of carriage** – the date of the first flight segment;

**Air Transportation Agreement (agreement)** – a carriage agreement concluded between the Airline and the passenger on the terms set out in these Rules, as well as the rules for applying tariffs;

**Charter agreement (charter)** - a contract of carriage (charter) under which the lessor (charterer) is obliged to provide the lessee (the charterer) all or part of the capacity of one aircraft (or several aircraft) for a fee for temporary possession and use for one or more flights for the carriage of passengers, baggage, cargo, mail or other purposes, and to provide, at its own expense, services for its management and technical operation;

**Additional services** – services provided by the Airline and third parties – partners of the Airline to the passenger in conjunction with air transportation and on the terms and conditions established by the Airline for each specific type of service;

**Inspection** – a set of measures carried out using technical and other means designed to identify and/or detect dangerous substances and objects, as well as all types of drugs prohibited for carriage by passengers on civil aircraft;

**Left-behind baggage** – baggage that has been unintentionally or inadvertently separated from passengers and crew;

**Website** – the Internet resource [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz) developed, among other things, to facilitate the process of familiarizing the Customer (passenger) with the rules of the Airline, as well as direct booking and issuance of electronic tickets and purchase of related services provided by the Airline and its partners online;

**Reservation inventory system** – an automated reservation system that provides the ability to place, store, manage, and track the Airline's seat resources and access them in accordance with the established procedure by agents;

**Interline partners** - partners of the Airline with whom a commercial agreement has been concluded on mutual/unilateral recognition of transport documents, the performance of air transportation under them, and the corresponding mutual settlements;

**Personalized service** – creating a friendly atmosphere and psychological comfort for passengers from the moment they board the aircraft until they arrive at their destination; **Flight status change** – a change in the route from the planned destination, flight delay, change in flight schedule, flight cancellation, or other change affecting the flight departure (arrival) time or route;

**Comfort on board** – the combination of conditions, amenities, and climate designed to create certain physical and hygienic conditions for passengers and the convenience of their service by flight attendants, determined by the layout of the passenger cabin, interior, and the necessary equipment and life support systems (electrical, oxygen, emergency rescue systems, water supply, sewage, pressure control, gas composition, and air conditioning);

**Paid baggage receipt** – a document certifying payment for the carriage of baggage in excess of the established free allowance or items subject to mandatory payment, as well as certifying payment of fees for the declared value of baggage; **Class of service** – the scope of services and level of comfort provided to passengers in accordance with the Air Transportation Agreement;

**Booking class** is a feature used in the ABS/GDS to indicate the relationship between the quota of seats provided and the fare group of the corresponding class of service; **Itinerary receipt** is a document(s) that are an integral part of an electronic ticket and contain the necessary information (passenger's name, route, fare), notifications and messages;

**Minimum connection time (MCT)** is the minimum time required for passenger and baggage check-in from the moment of arrival of the flight at the transfer point until the departure of the connecting flight;

**International air transportation** — air transportation in which the points of departure and destination, regardless of whether there is a break in transportation or transshipment, are located:

-in the territory of two or more states;

-in the territory of one state, if a stopover in the territory of another state is provided for;

**Marketing carrier** – a carrier whose two-digit code is indicated on the coupon as the code of the carrier performing the transportation;

**Route** – all points indicated on the ticket in the order of the passenger's journey, from the point of departure to the point of destination;

**Ground handling** – services required upon the arrival of an aircraft at an airport (aerodrome) or the departure of an aircraft from an airport (aerodrome), not including air traffic services;

**Unaccompanied minor** – a child traveling on board an aircraft without adult supervision; **Non-scheduled flight** – a flight that is not regular and is performed for a specific customer for the purpose of air transportation or without it;

**Baggage shortage** – damage to baggage, as a result of which the passenger suffers losses due to the loss of some items or things from the baggage;

**Unconfirmed reservation** – a preliminary reservation for which not all flight segments have a confirmed reservation status from the airline's ABS/GDS; **Online check-in** – check-in for a flight via the official website [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz); **Miscellaneous Charges Order (MCO)** - a payment document issued to the Passenger by the Airline or its agent for the payment of a ticket, baggage receipt, or other services related to the performance or modification of the terms of carriage;

**Stopover** – an intermediate point on the route, agreed in advance with the airline and included in the fare, at which the passenger temporarily interrupts the carriage;

**Check-in deadline** – the time set by the airline by which the passenger must complete all check-in formalities and receive a boarding pass;

**Passenger service** – the operator's activities related to the procedures for the registration and transportation of passengers by air and the provision of a mandatory range of services aimed at meeting their needs;

**Passenger** – a natural person who is not a member of the crew and is transported on an aircraft in accordance with an Air Transportation Agreement or on other legal grounds; **Shipper** – a natural or legal person sending cargo;

**Passenger ticket (the ticket)** – a document for the carriage of a passenger issued by an airline or its authorized agents, confirming that the passenger has read and understood the terms and conditions of the air carriage agreement and that an Air Transportation Agreement has been concluded between the passenger and the airline;

**Deported passenger** – a passenger who was legally admitted to the country by its authorities and, over time, received an order from the authorities to leave the country or arrived in the country illegally;

**Transit passenger** – a passenger who, in accordance with the Air Transportation Agreement, is transported further on the same flight on which he arrived at the intermediate airport (point); **Transfer passenger** – a passenger who, in accordance with the air carriage agreement, is transported to the transfer point on one flight and then transported on another flight by the same or another carrier;

**Passenger cabin** – part of the passenger compartment of an aircraft equipped with passenger seats and intended for the accommodation of passengers;

**Confirmed reservation** – a reservation that has been made in an automated reservation system and confirmed by the carrier in the inventory system. It is indicated on the ticket (e-ticket) with the mark “OK”;

**Ground handling service provider** – a natural or legal person providing ground handling services at an airport (aerodrome), with the exception of the airport (aerodrome) operator and airlines that independently service their aircraft, passengers, baggage, cargo, and mail;

**Representative office** – a division of the Airline, as well as separate legal entities and individuals acting on the basis of civil law contracts and powers of attorney; **Transportation documents** - ticket, baggage receipt, cargo waybill, postal waybill, other documents used in the provision of air transportation services for passengers, baggage, cargo;

**Damage (spoilage) of baggage, cargo** – rendering baggage, cargo, or part of baggage or cargo unusable during transportation, as a result of which they cannot be used in whole or in part for their original purpose (they have lost their value in whole or in part);

**Flight coupon** - part of the ticket entitling the passenger to transportation between the points specified therein;

**Boarding pass** – a document confirming the fact of acceptance of a passenger for transportation. The boarding pass must contain the following information: the passenger's first and last name, flight number, departure and destination points, flight departure date and time, boarding deadline, registration number, seat number in the aircraft cabin, boarding gate number;

**Payment document** – a document (cash register receipt, payment receipt, or bank statement) issued in accordance with applicable law and confirming payment for the booked transportation. The payment document is a valid document confirming the conclusion of an Air Transportation Agreement and is mandatory for issuance when paying for an Air Transportation Agreement in cash in the case of issuing a route/receipt;

**Claim** – a written request, drawn up in accordance with the established procedure by the interested party, for compensation for damage incurred during air transportation; **Consignee** – a natural or legal person specified in the consignment note as the recipient of the cargo;

**Flight** – a scheduled or unscheduled transport flight of an aircraft in one direction from the initial to the final point of the route;

**Scheduled flight** – a flight operated in accordance with the airline's established and published schedule;

**Check-in** – the process of registering a passenger and baggage for transportation on a specific flight;

**Code-share agreement** – an agreement under which the Operator Party (Actual Carrier) provides the Partner Party (Marketing Carrier) with the right to sell passenger seats (seat blocks) under the Marketing Carrier's own code on code-share flights to the Partner (Marketing Carrier) the right to sell passenger seats (seat blocks) under the Marketing Carrier's own code on the basis of seat block exchange or free sale;

**Interline Agreement** – a commercial agreement concluded between two Airlines or within the framework of MITA on mutual or unilateral recognition of transport and payment documents, the performance of air transportation under them, and the corresponding mutual settlements;

**Route segment** – a part of transportation between two points, which is a component of the full route and is issued on a single flight coupon;

**Own sales office** – a specially equipped premises of the Airline intended for booking and selling the Airline's air transportation;

**Fee** – an amount approved in accordance with the established procedure, charged in addition to the fare by the Airline, its agent, or other competent authorities for special or additional services related to the transportation of passengers, baggage, or cargo;

**No-show fee** - a fee charged to a passenger in the event of termination of the Air Transportation Agreement by the passenger in connection with the passenger's voluntary refusal of all or part of the transportation in accordance with the rules of the applicable fare; **Fee for changing the terms of carriage** – a fee charged to a passenger in the event of a change in the terms of the Air Transportation Agreement by the passenger in accordance with the rules of the applicable fare;

**Airport fee** - fixed amounts charged by the competent state authorities for the use of airports and included in the air transportation payment;

**Service fee** - a fee charged by the airline or sales agent to the passenger or shipper for providing transportation services;

**Through check-in** - check-in of transfer passengers at the airport of initial departure for the entire route of transportation;

**Customs control in international air transportation** - a set of measures taken by customs authorities to ensure compliance with national, including customs, legislation and international treaties of the state, control over the implementation of which is entrusted to customs authorities, including, in particular, control over the movement across the state border of aircraft and cargo carried on them, as well as baggage and hand luggage, persons traveling on these aircraft, currency, and currency valuables; **Tariff** – the amount approved in accordance with the established procedure, charged by the carrier for the carriage of one passenger or for the carriage of a unit of weight or volume of baggage or cargo from the point of departure to the point of destination on a specific route;

**Specific class of service fare** – a tariff for the corresponding class of service: first, business, economy, the terms of application of which are approved by the airline; **Regular (normal) tariff** – a tariff established for first, business or economy class service, which does not impose restrictions and is valid for one year; **Special fare** – economy class fares with special conditions and restrictions determined by the airline;

**Tariff component (TC)** – part of the route between points on the route, for which the OW (one-way) fare or half of the RT (round-trip) fare may be applied to estimate the cost; **Transfer** – transportation performed in accordance with an Air Transportation Agreement to a transfer airport on one flight, followed by transportation on another flight by the same or another airline;

**Pricing Unit** is the entire route or part thereof (a block of fare components) that corresponds to a specific type of transportation, has an independent cost, and can be issued as a separate ticket (on one or more “linked” ticket forms).

**Airline Customer Support Center (CSC)** – the airline's contact center that performs customer service tasks;

**Authorized agent** – a person representing an aircraft operator who is authorized by or on behalf of the operator to perform formalities related to the arrival, departure, and clearance of the operator's aircraft, crew, passengers, cargo, mail, baggage, and in-flight supplies;

**Airline terms and conditions (rules)** – terms and conditions, instructions, and technologies established by the airline that apply to the air transportation of passengers, baggage, cargo, and mail, as well as the terms and conditions for the application of tariffs, standards, and regulations for passenger and baggage service, and passenger complaints to the airline;

**Loss of baggage** – failure of baggage or part thereof to arrive at the airport and recognition of the loss by the Airline. Baggage that has not been found within 21 days from the day following the day on which it should have been delivered to its destination shall be considered lost. If the baggage is not found within 21 days, it shall be considered lost;

**Actual carrier** – a carrier or a person authorized by the carrier that performs all or part of the carriage under a code-share agreement or other contractual relationship between the actual carrier and the carrier;

**Electronic ticket** – an electronic document confirming that the passenger has read and accepted the terms and conditions of the Air Transportation Agreement and that an Air Transportation Agreement has been concluded between the passenger and the airline;

**EMD (Electronic Miscellaneous Document)** – an electronic document for the payment of various services and fees not included in the ticket price, stored on a special airline server;

**PNR (Passenger Name Record)** – a record of a passenger in the reservation system, which contains information about transportation, special services, and the passenger's personal data;

**SSR element/request** – a special service request element;

**Infant** – a passenger who has not reached the age of two on the date of commencement of transportation;

**Time limit for ticket purchase (Time-limit)** – the time during which the agency cashier (operator) has the right to issue a ticket;

**ADM policy** - a list of violations of the airline's rules and corresponding sanctions; **IATA ICER rate** - a direct conversion rate from the fare currency to the payment currency, which is uniform for distribution to all reservation systems;

**End on end combination** - a combination of price units at the fare construction point that can be issued separately.

## CHAPTER 1. SCOPE

**1.1** The Rules apply to domestic (within the Republic of Kazakhstan) and international air transportation of passengers and baggage, where the actual carrier is QAZAQ AIR JSC. These Rules establish the rights, obligations, and responsibilities of QAZAQ AIR JSC, as well as citizens using the services of QAZAQ AIR JSC, and are binding upon them.

**1.2** When performing international transportation of passengers and baggage, these Rules apply insofar as they do not contradict international treaties ratified by the Republic of Kazakhstan, as well as the legislation of the country in, from, or through which such transportation is carried out.

**1.3** These Rules are an integral part of the Air Transportation Agreement. If any provision contained in these Rules or referred to therein conflicts with the Airline's tariffs, the provisions set forth in the tariff shall take precedence.

**1.4** These Rules must be available in all departments of the Airline, representative offices and sales offices of the Airline, as well as in agencies selling transportation services, and are also posted on the Airline's website.

**1.5** The requirements of these Rules apply to representatives of the Airline, agents selling passenger and cargo air transportation, passengers, and citizens using the Airline's services. Representatives of the Airline, as well as agents providing services on its behalf and servicing the air transportation of passengers, baggage, and cargo, are required to strictly adhere to these Rules and are not entitled to change or cancel the provisions of the Rules established by the Airline.

**1.6** When concluding the Air Transportation Agreement of a passenger, the version of the Rules in force on the date of issue of the transportation document shall apply.

**1.7** The conclusion of a contract of carriage between the Airline and the passenger or consignor implies that the passenger or consignor agrees to the terms and conditions set forth in these Rules and undertakes to comply with them in the course of the contractual obligations.

## **CHAPTER 2. PASSENGER AIR TRANSPORTATION**

### **ARTICLE 2.1. BASIC TERMS OF THE AIR TRANSPORTATION AGREEMENT**

**2.1.1** Air transportation of passengers, baggage, cargo, and mail is carried out by the Airline on the basis of an Air Transportation Agreement concluded between the passenger and the Airline in compliance with these Rules and the rules for applying tariffs.

**2.1.2** Under the Air Transportation Agreement, the Airline undertakes to transport the passenger to the destination by providing him/her with a seat on the aircraft operating the flight specified in the ticket, and in the case of air transportation of baggage, to deliver the baggage to the destination and hand it over to the passenger or a person authorized to receive the baggage.

**2.1.3** Each Air Transportation Agreement and its terms and conditions are certified by a transportation document issued by the Airline or a Passenger Air Transportation Sales Agent. In the event of a discrepancy between the information specified in the ticket and the information contained in the Airline's database, the information contained in the Airline's database shall take precedence.

**2.1.4** The Air Transportation Agreement is a public agreement, which, in terms of the manner of its conclusion, is an adhesion contract and requires the passenger to adhere to the Air Transportation Agreement on the terms and conditions offered by the Airline.

**2.1.5** The passenger is obliged to pay the air transportation fare at the established rate, and when checking in baggage in excess of the free baggage allowance established by the Airline, to pay for the transportation of such baggage.

**2.1.6** The document confirming payment for air transportation is a payment document certifying that payment for air transportation has been made. The air transportation agreement is considered concluded from the moment of proper and timely payment for air transportation. Agreement with the terms of the air transportation agreement and the Rules for Passengers is complete and unconditional.

**2.1.7** The passenger has the right to conclude an air transportation agreement with the Airline that provides for the refund of the fare upon termination of the air transportation agreement, or an air transportation agreement that provides for the non-refund of the fare upon termination of the air transportation agreement.

**2.1.8** The Airline or the Airline Ticket Booking and Sales Agent shall be obliged to inform the passenger of the terms and conditions of the air transportation agreement, including the condition for the refund of the fare upon termination of the air transportation agreement or the non-refundability of the fare upon termination of the air transportation agreement, as well as the conditions for refunding the fare paid for air transportation before the conclusion of the Air Transportation Agreement.

**2.1.9** When paying for and/or booking transportation on the website, the passenger is obliged to familiarize themselves with the main terms and conditions of the air transportation agreement and the rules of the applicable fare, including the conditions for refunding the fare upon termination of the air transportation agreement or non-refund of the fare upon termination of the air transportation agreement before the conclusion of the air transportation agreement.

## **ARTICLE 2.2. TRANSPORTATION DOCUMENTATION**

Each Air Transportation Agreement and its terms and conditions shall be certified by transportation documents issued by the Airline or the Passenger Air Transportation Sales Agent.

**2.2.1** The transport documents are:

- a) for the carriage of passengers (and baggage) - a ticket and baggage receipt;
- b) for the carriage of baggage subject to payment - a receipt for payment of excess baggage, an electronic multi-purpose document (EMD), a miscellaneous charges order (MCO);

- c) for the carriage of cargo - a cargo waybill;
- d) for the payment by the passenger of fees and charges for services provided in connection with the performance of the Air Transportation Agreement - a Miscellaneous Charges Order (MCO), an Electronic Multi-Purpose Document (EMD).

**2.2.2** Transport documents are issued by entering the necessary data into an electronic or paper form of the transport document.

**2.2.3** The specified transportation documents are strictly accountable transportation documents and are used as accounting and financial control documents for cash and non-cash settlements with passengers and mutual settlements between participants in the transportation process.

**2.2.4** The document confirming payment for air transportation is a payment document certifying that payment for air transportation has been made.

**2.2.5** The Air Transportation Agreement of a passenger is formalized by a single ticket or by an additional ticket (or tickets) issued together with it, which indicates the number of the ticket to which it (they) is (are) issued.

**2.2.6** A separate ticket is issued for each passenger, which confirms:

- 1) passenger's familiarity with the terms and conditions of the air transportation agreement
- 2) conclusion of an air transportation agreement between the passenger and the Airline.

**2.2.7** The ticket is valid for the carriage of the passenger and his/her baggage from the point of departure to the point of destination on the route and in the class of service specified therein. Each flight coupon is valid for the carriage of the passenger and his/her baggage only on the route sections, class of service, date, and flight specified therein. The place and date of ticket sale are indicated on all its coupons.

**2.2.8** The electronic flight coupon of an electronic ticket may reflect the following statuses:

Open for Use ("O") - the status code of the flight coupon, which can be changed to any other.  
 Checked-in ("C") - the passenger has checked in their baggage and/or received a boarding pass.  
 Exchanged/Reissued ("E") - the value of the e-ticket coupon has been credited towards the payment of a new transaction. Flown Used ("F") - transportation under the e-ticket flight coupon has been completed. Lifted Boarded ("L") - the passenger has boarded the aircraft. Refunded ("R") - the unused value of the e-ticket flight coupons has been refunded or transferred to the passenger. Void ("V") - complete cancellation of the electronic sales record. Applies only when all coupons have a status code of "O". Cancellation applies only to the original sales transaction. Closed ("Z") - the responsible Carrier has prohibited the use of this coupon. Suspended ("S") - the responsible Carrier has temporarily restricted the use of this flight coupon.

**2.2.9** Passengers are allowed to travel if they have an electronic passenger ticket and the corresponding electronic flight coupon marked OPEN FOR USE. The statuses Closed, Exchanged, Flown, Refunded, and Void are final. These statuses cannot be changed to others, and tickets with one of these statuses cannot be processed.

**2.2.10** If a passenger contacts a passenger air transportation sales agent to return/exchange a partially used ticket with flight coupons marked CHECKED-IN/BOARDED, the Passenger Air Transport Sales Agent must send a request to the Airline to change the coupon status to OPEN. After changing the coupon status, the electronic ticket is refunded/exchanged. Cancellation of a reservation without first checking out the ticket (ticket with CHECKED-IN status) is prohibited.

### **ARTICLE 2.3. TERMS OF PAYMENT**

**2.3.1** Payment for transportation must be made within the time limits specified in the Airline's fare rules in effect at the time of booking, within the time limit set by the Airline and using the methods strictly specified by the Airline.

**2.3.2** The itinerary receipt is provided to the passenger only after payment of the cost of transportation at the established fare directly at the point of sale.

**2.3.3** The itinerary receipt is printed on a standard A4 sheet of paper. If the air ticket is purchased online, the itinerary receipt is sent to the passenger by email for printing.

**2.3.4** If payment for transportation is made in a manner not provided for by the Airline's rules, the Air Transportation Agreement shall be deemed not to have been concluded.

**2.3.5** In the event of late payment for the purpose of issuing a ticket or other violation of the payment terms, the air transportation agreement shall be deemed not to have been concluded, unless the Airline confirms otherwise.

**2.3.6** The Airline's obligations for the air transportation of passengers arise after proper and timely payment for air transportation.

### **ARTICLE 2.4. SCHEDULE**

**2.4.1** The Airline shall organize, provide, and perform the carriage of passengers on scheduled flights in accordance with the air transportation agreements concluded by the Airline. The published aircraft schedule shall reflect the following information for each scheduled flight:

- 1) Airport (point) of destination;
- 2) Airport (point) of departure;
- 3) Airport located on the route of transportation, at which the aircraft is scheduled to land according to the aircraft schedule;
- 4) Airline code;
- 5) Flight number;
- 6) Days of the week on which the flight is operated;

- 7) Departure time (local);
- 8) Arrival time (local);
- 9) Flight period;
- 10) Aircraft type.

*The aircraft schedule may contain additional information.*

**2.4.2** The airline organizes, provides, and performs the transportation of passengers on a non-scheduled flight (flight) for a specific customer (charterer) of the flight in accordance with the air transportation agreement (charter agreement).

**2.4.3** The airline organizes, provides, and performs transportation by a systematic series of non-scheduled flights (flights) with a published schedule on air routes where regular transportation is not performed.

**2.4.4** The airline organizes, provides, and performs the transportation of baggage, cargo, and mail on regular or irregular flights (flights) in accordance with concluded air transportation agreements (cargo agreements).

**2.4.5** Passengers and baggage shall be transported between the airports (points) of departure, transfer (stopover) and destination (hereinafter referred to as the route of transportation) specified in the transportation document in the established sequence.

**2.4.6** Voluntary changes to the route of transportation specified in the transportation documents shall not be made.

**2.4.7** The airline undertakes to take all measures within its power to transport passengers and baggage within a reasonable time.

**2.4.8** The airline has the right to cancel or delay the flight specified in the ticket, replace the type of aircraft, or change the route of transportation if required by flight safety and/or aviation security conditions, as well as at the request of state authorities in accordance with their competence.

**2.4.9** If the flight status changes, the carrier shall, as soon as it becomes aware of such a change, inform the passenger by calling the mobile phone number and/or email address provided when purchasing the ticket, as well as at the airport, about:

- 1) the reasons for the change in flight status and the new departure time and/or new route;
- 2) the list of services provided by the carrier in connection with the change in flight status if the change occurred through the fault of the carrier or due to the late arrival of the aircraft;

**2.4.10** The airline has the right to change the type of aircraft without prior notification to the passenger.

**2.4.11** By purchasing a ticket, the passenger agrees to receive SMS notifications (short text messages) about cancellations, delays, flight transfers, information about the airline's services and offers. The airline is not responsible for not notifying the passenger in the event of flight cancellation or changes to any flight parameters (changes to the schedule or route) if, when booking air transportation, the passenger or the agent for booking and selling air transportation tickets did not provide

contact details (phone number, e-mail address) when booking air transportation, or if the Airline was unable to contact the passenger or the Airline Ticket Sales Agent using the contact details provided, after attempting to contact them at least twice on each of the telephone numbers (addresses) provided, including in cases where the passenger provided incorrect contact details. In such cases, the Airline shall not compensate the passenger for losses resulting from such failure to notify.

**2.4.12** The airline shall not be liable for failure to notify passengers of changes to flight schedules, changes to departure/arrival airports, flight cancellations, or other changes, provided that such failure is not attributable to the airline.

**2.4.13** The airline shall not be liable for errors, distortions, or omissions in schedules published by other legal entities without the airline's consent.

**2.4.14** The airline is not responsible for ensuring connections between QAZAQ AIR flights if the transportation was booked in different reservations (PNR) on different forms and/or the transportation was booked in violation of the minimum connection time.

**2.4.15** The Airline is not responsible for ensuring connections with flights of other Carriers.

**2.4.16** The airline has the right to transfer its obligations or part thereof under the air transportation agreement to another person, including another carrier. In this case, the airline shall inform the passenger of the actual carrier performing the transportation, and the passenger shall be subject to the transportation rules of the actual carrier.

**2.4.17** At the passenger's request, a letter shall be sent to the email address [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz) or a note shall be made on the ticket regarding the reasons for the delay in transportation by a specially designated official of the Airline.

**2.4.18** For the delay in delivering the passenger to the destination, the carrier shall pay a penalty of three percent of the fare (the fare for the flight segment on which the delay occurred) for each hour of delay, unless it proves that the delay was due to force majeure, in addition to compensating the passenger for any losses incurred in connection with such delay. The amount of the penalty shall not exceed the cost of the purchased fare (the fare for the flight segment on which the delay occurred). The penalty for delay in delivering the passenger to the destination shall be paid by the carrier upon the passenger's request via the carrier's website and ticket sales points.

**2.4.19** If the flight status changes due to the carrier's fault or due to the late arrival of the aircraft, the Airline shall organize the following services for passengers at departure points and intermediate points:

1) provision (if available at the airport) of a mother and child room for passengers with children under the age of seven;

- 2) two telephone calls, including international calls, lasting no more than five minutes, or two e-mail messages when waiting for a flight departure for more than two hours;
- 3) provision of soft drinks when waiting for a flight departure for more than two hours;
- 4) provision of hot meals when waiting for a flight departure for more than four hours and thereafter:  
every six hours during the day; every eight hours at night;
- 5) accommodation in a hotel provided by the airline when waiting for a flight for more than eight hours during the day and more than six hours at night;
- 6) transportation provided by the airline from the airport to the hotel and back in cases where the hotel is provided at no additional charge.

## **ARTICLE 2.5. AIRLINE RIGHTS**

**2.5.1** The airline has the right to cancel, delay, or reschedule a flight, change the scheduled route, or change the destination if such actions are necessary due to:

- natural disasters;
- adverse weather conditions at the airports of departure, destination, or along the route of transportation, as well as other phenomena affecting flight safety;
- acts of unlawful interference;
- requirements of state authorities;
- other circumstances beyond the control of the Airline;

**2.5.2** The Airline has the right to replace the aircraft with another.

**2.5.3** The Airline has the right at any time to replace the seat provided to the passenger in the aircraft cabin with another if this is necessary to ensure flight safety.

**2.5.4** In order to ensure flight safety, protect the life and health of passengers and crew members, and prevent possible acts of unlawful interference with civil aviation, the competent authorities have the right, in accordance with the law, to inspect passengers, their hand luggage, baggage, mail, cargo, and aircraft supplies.

**2.5.5** Passengers with diplomatic status who have diplomatic immunity, as well as couriers accompanying correspondence, shall be inspected on a general basis, except in cases provided for by the legislation of the Republic of Kazakhstan.

**2.5.6** Passengers with disabilities (on crutches, in wheelchairs, on stretchers, etc.) shall be subject to manual inspection, and persons accompanying them shall be inspected on the same basis as other passengers.

**2.5.7** When inspecting a passenger, the identity documents presented by the presenter shall be checked.

**2.5.8** If substances and items prohibited for carriage are found on a passenger, additional baggage inspection shall be carried out.

**2.5.9** If a registered passenger fails to show up for boarding, their baggage shall be seized and subject to mandatory inspection.

**2.5.10** If a passenger refuses to undergo inspection, the Airline has the right to refuse to carry them (terminate the air transportation agreement with them) and refund the cost of transportation in accordance with the rules for applying fares.

## **ARTICLE 2.6. PASSENGER'S RIGHTS AND OBLIGATIONS**

**2.6.1** Passenger is entitled to:

- purchase a ticket for any air route open to passenger traffic;
- receive a seat in accordance with the purchased ticket;
- carry hand luggage and baggage free of charge within the limits established in accordance with the purchased ticket and fare;
- in the event of a change in flight status due to the fault of the Airline or due to the late arrival of the aircraft, to hotel accommodation, meals, and other services provided in accordance with the Law of the Republic of Kazakhstan “On the Use of the Airspace of the Republic of Kazakhstan and Aviation Activities”;
- other rights provided for by the legislation of the Republic of Kazakhstan.
- Disabled and reduced mobility passengers are additionally entitled to carry stretchers and wheelchairs intended for personal use as baggage free of charge.

**2.6.2** Passenger is obliged to:

- comply with the Rules for the Carriage of Passengers, Baggage, and Cargo by Air of the Airline and refrain from actions that pose a threat to the safety of the aircraft;
- not interfere with the performance of their duties by aviation personnel;
- fulfill other obligations in accordance with the legislation of the Republic of Kazakhstan.

## **CHAPTER 3. TRANSPORTATION RESERVATION**

### **ARTICLE 3.1. TRANSPORTATION RESERVATION CONDITIONS**

**3.1.1** Booking (reservation) of a passenger seat on an aircraft is a prerequisite for transportation.

**3.1.2.** Reservations are made by the Airline or its authorized agent directly at points of sale, by telephone, by email, or independently by the passenger through online services for booking and selling tickets.

**3.1.3** The booking confirmation is an electronic record in the Airline's booking system, which contains information about the transportation, the passenger, and additional special services. Each booking is assigned a unique alphanumeric code.

**3.1.4** The passenger shall provide the following information and present the documents necessary for making a booking and subsequently issuing a ticket, providing special services, and complying with flight safety requirements:

1. surname, first name, gender, date of birth;
2. type, number, and validity period of the identity document used to purchase the ticket and for transportation;
3. date, point of departure and arrival, type of route (direct, transit);
4. with the passenger's consent, contact details (e-mail address and mobile phone number) through which the airline or authorized agent selling tickets can contact the passenger.
5. information about secondary documents (visa, medical certificate, documents for the transportation of children, etc.);

If the passenger refuses to provide the above information, the reservation will not be made.

**3.1.5** Agent's responsibilities when booking and selling air transportation:

1. provide the passenger with complete information about the schedule, availability of seats, fares and conditions of fare application, airline rules, baggage and carry-on baggage allowances, and other related information;
2. select the optimal route and payment for transportation, taking into account fares and conditions of their application;
3. request information from the passenger about the presence/absence of circumstances requiring special attention when providing air transportation services (during service).

**3.1.6** The booking is valid only if the Airline complies with the rules, conditions for the application of tariffs, rules and instructions for booking the Airline in the relevant ABS/GDS and does not contradict the terms of the contract of carriage. If the reservation is made in a reservation system other than the Airline's inventory system, the ticket shall be issued only upon confirmation of the reservation and the availability of the Airline's Record Locator.

**3.1.7** When booking and issuing a concessionary ticket or a ticket at a special fare, the passenger is required to provide documents proving their identity and confirming their right to a concession or the application of a special fare.

**3.1.8** Reservations for special and additional services, as well as reservations for the transportation of certain categories of passengers (children, passengers with special physical needs, etc.) are made by the Passenger Air Transportation Sales Agent or the Airline when a special SSR request is entered into the reservation. The ticket is issued only upon confirmation of the special SSR request.

**3.1.9** Special conditions of carriage requiring prior approval by the Airline, i.e. a confirmed SSR request at the time of booking, are as follows:

- 1) passenger with limited mobility;
- 2) carriage of a minor passenger;
- 3) carriage of a passenger with a child under 2 years of age;

- 4) reduction of the function (absence) of vision, hearing, which prevents independent movement of the passenger;
- 5) in the case of subparagraph 4) a real guide dog escort point;
- 6) the presence of an infectious disease;
- 7) pregnancy for more than 22 weeks;
- 8) in the case of childhood autism, Asperger's syndrome, atypical autism;
- 9) transportation of animals (birds);
- 10) presence of baggage that must be transported only in the cabin of the aircraft;
- 11) transportation of weapons, ammunition;
- 12) transportation of sports equipment;
- 13) transportation of musical instruments

**3.1.10** When booking, the Airline does not assign a specific seat in the aircraft cabin to the passenger. A specific seat number is assigned when the passenger checks in at the airport of departure, during online check-in, or when the ticket is issued. The provision of pre-selected seats is an additional service provided by the Airline. If the passenger does not use the additional seat selection service, the Airline will automatically assign the passenger an available seat in the aircraft cabin at the time of check-in at the airport. In the event of a change in aircraft type, the Airline does not guarantee that the selected seat in the cabin will be retained and, for flight safety reasons, reserves the right to reallocate seats in the aircraft cabin at any time.

**3.1.11** The document confirming payment for special services must be retained throughout the entire journey. The receipt for the electronic multi-purpose document (EMD) for payment for special services must be kept in printed form or on an electronic device. Paper-based miscellaneous charge orders (MCO) and receipts for payment of excess baggage must be retained throughout the entire journey and presented to authorized agents at the request of the Airline.

**3.1.12** Passengers will not be allowed to travel if the spelling of their surname and/or first name on the ticket and reservation does not match the Latin transcription on the document presented at check-in. Refunds to passengers as a result of such refusal shall be made in accordance with the rules for applying this fare.

## **ARTICLE 3.2. RESERVATION CONDITIONS ON THE AIRLINE'S WEBSITE**

**3.2.1** The Airline provides a 24-hour ticket purchase service via its own website [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz).

**3.2.2** When purchasing a ticket on the Airline's website, the passenger is required to familiarize themselves with the Airline's rules, the terms and conditions of the selected fare, and the rules of conduct for passengers.

**3.2.3** When purchasing a ticket on the Airline's website, the passenger is fully responsible for the correct spelling of their surname/first name and the correct entry of their passport details. The passenger's surname and first name are written in Latin letters on the ticket and in the booking, in accordance with the identity document, with the surname first and the first name second.

In case of violation of the procedure or error in the spelling of the data, the passenger must contact the Airline by sending a request to [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz).

**3.2.4** Tickets for unaccompanied children under the age of 18 cannot be issued on the Airline's website.

### **ARTICLE 3.3. RESERVATION AND PAYING FOR ADDITIONAL SERVICES**

**3.3.1** The airline may provide a range of additional services to passengers in conjunction with passenger transportation. The list and cost of additional services is determined by the airline.

**3.3.2** When booking and paying for an additional service, an electronic multi-purpose document (EMD) or a miscellaneous charge order (MCO) is issued.

**3.3.3** A separate electronic multi-purpose document (EMD) or MCO is issued for each passenger for each service.

**3.3.4** A special SSR request is used to book a service directly related to flight segments/coupons (transportation of baggage, sports equipment, etc.). This request is processed by the Airline and may be confirmed or rejected.

**3.3.5** The agent may issue an EMD only after confirmation of the SSR request. If the special request is not confirmed by the Airline, the provision of the service to the passenger is not guaranteed.

**3.3.6** The airline or passenger air transportation sales agent is obliged to inform the passenger about the terms and conditions for the provision of additional services and the terms and conditions for refunds or non-refunds in case of refusal to receive a paid service. Refunds for unused EMDs or MCOs are made in accordance with the rules of application for each service.

**3.3.7** Additional services must be confirmed in the booking for each flight segment. If there are several passengers in the booking, additional services are only booked for those passengers for whom they are intended. In case of changes to the flight segment, all requests for additional services related to that flight will be canceled. If necessary, the request for additional services must be re-entered in the booking.

### **ARTICLE 3.4 RESERVATION OF GROUP TRANSPORTATION**

**3.4.1** Bookings of 10 or more passengers traveling together for a common purpose on all sections of transportation are considered group transportation. For group bookings, the Airline may offer special fares and conditions that may differ from the standard conditions for individual bookings.

**3.4.2** To book and order air tickets for group transportation, you must send an application by e-mail to [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz) with the following trip details (2 children are counted as 1 adult):

1. number of passengers (number of adults and children with age indication);
2. departure airport and departure date;

3. arrival airport and arrival date;
4. presence/absence of baggage;
5. applicant's first and last name, agency or company name, contact phone number and/or email;
6. trip purpose.

**3.4.2** The group booking application is reviewed during business hours.

**3.4.3** Booking of a group of passengers is made only after the Airline confirms the request.

**3.4.4** For group transportation, the Airline sets certain terms and conditions for payment. Payment must be made by the organization organizing the group transportation within the established time frame.

**3.4.5** A request for any change in the application must be received exclusively in writing directly from the Customer. In the event of a change in the conditions of carriage by the Customer (changes in departure / arrival dates, the number of group members, changes in the age category of passengers), the Airline reserves the right to revise the price offer.

**3.4.6** The customer is responsible for providing the list of group members, documents and other necessary information to the agency or Airline.

**3.4.7** Group fares are not considered for subsidized flights. Booking and issuing tickets is carried out independently through the agency's own remote control based on the actual availability of seats on the flight.

**3.4.8** The airline has the right to refuse group transportation if the number of group members exceeds the number of available seats on the flight and/or transportation of this group of passengers is not economically profitable.

**3.4.9** A group of passengers booking that has not been agreed with the Airline, including an implicit group booking\*, may be cancelled without warning.

\*Implicit group booking – several individual bookings with the same route, for passengers with a common purpose of travel, created by the agent in a short period of time.

### **ARTICLE 3.5 RESERVATION CANCELLATION PROCEDURE**

**3.5.1** The Airline has the right to cancel the reservation of the carrying capacity without informing the passenger if the passenger has not paid for the reservation within the prescribed period, the passenger has not issued a ticket, the passenger has not fulfilled other conditions established by the rules for the application of Airline fares.

**3.5.2** The booking is considered preliminary until the ticket is issued. If necessary, the booking can be cancelled by the Airline before the expiration of the booking period (Time limit). After the expiration date, the reservation is cancelled without warning.

**3.5.3** If there is a double booking for one passenger on the flight, the Airline has the right to cancel one of the bookings based on commercial expediency.

**3.5.4** A group booking is made only after the Airline confirms the application (letterhead, e-mail) from the team leader or her agent. A group booking of passengers that has not been agreed with the Airline may be cancelled without warning.

**3.5.5** In case of a passenger's failure to board the flight, the Airline has the right to cancel the reservation on each subsequent section of the transportation route without notifying the passenger.

**3.5.6** Cancellation of a reservation without first checking out the ticket (ticket with CHECKED-IN status) is prohibited.

## **CHAPTER 4. PASSENGER'S DOCUMENTS**

### **ARTICLE 4.1 DOCUMENTS SUITABLE FOR TICKET, BAGGAGE AND CHECK-IN**

**4.1.1** A passenger must provide one of the following identity documents when booking a ticket, baggage, and check-in.:

- passport (for citizens of the Republic of Kazakhstan - with indication of IIN);
- identity card of a citizen of the Republic of Kazakhstan (with indication of IIN);
- residence permit for a foreigner in the Republic of Kazakhstan (with indication of IIN);
- certificate of a stateless person;
- refugee ID card;
- birth certificate (for citizens of the Republic of Kazakhstan under the age of 16);
- diplomatic passport of a citizen of the Republic of Kazakhstan;
- official passport of a citizen of the Republic of Kazakhstan;
- identity card of the seafarer of the Republic of Kazakhstan;
- certificate of return to the Republic of Kazakhstan (only for return to the Republic of Kazakhstan);
- foreign passport recognized by the Republic of Kazakhstan.

**4.1.2** If a person under the age of 16 is traveling accompanied by a parent(s) and certifies his identity with his own passport, he must also have a birth certificate to confirm the status of the accompanying parent(s).

**4.1.3** When traveling outside the Republic of Kazakhstan, the passenger must provide the documents established by the rules for crossing the border of the country of entry/ exit / transit. More complete and detailed information about travel documents accepted for entry into a particular country must be specified in advance at the embassy / representative office of the country to which the passenger is departing.

**4.1.4** The passenger is personally responsible for obtaining all necessary documents, visas, permits, etc. required by the legislation of the country to, from, or through the territory to be transported, as well as for complying with all applicable laws on departure, entry, and transit of the country of departure, arrival, and transit.

**4.1.5** The original document must be presented when checking in for the flight. In order to establish identity, when checking in for a flight, the passenger must present an identity document, the details of which are indicated in the booking (ticket).

**4.1.6** To transport children born prematurely during multiple pregnancies, the children's parents or accompanying adults must present a medical certificate for each child, which confirms the

possibility of transportation by air.

**4.1.7** When transporting minor children of citizens of the Republic of Kazakhstan accompanied by adult passengers, the Airline has the right to require the provision of a birth certificate of the child, as well as documents confirming the relationship and (or) the legal right to transport a minor passenger.

**4.1.8** The airline has the right to refuse transportation to a passenger who has not complied with the applicable laws of crossing the border of the country of entry / exit/ transit, or has improperly issued documents (including the absence of a visa, return ticket, money) or refused to present them. The airline is not responsible to the passenger due to the fact that the passenger does not receive such documents or visas, or does not comply with the requirements of applicable laws, or the passenger is denied entry /exit by the competent authorities.

**4.1.9** It is recommended that the passenger make sure that there are no arrears of taxes, fines, duties, alimony or loans, there is no temporary restriction on travel outside the Republic of Kazakhstan and, if any, they must be paid off a few days before departure so that the information can be entered into all databases.

**4.1.10** If a passenger has issued a ticket for a special fare with special conditions or a discount, the passenger must have documents with him during the entire trip and present them at the request of the Airline's staff or representative confirming his right to use the specified special fare or discount, as well as be able to prove that they are valid. Otherwise, the difference in fare value equal to the difference between the originally paid fare with the fee and the fare with the fee to be paid must be paid by the passenger, otherwise the passenger will not be allowed to board the flight.

## **ARTICLE 4.2 REQUIREMENTS FOR DOCUMENTS PROVIDED DURING TRANSPORTATION OF MINOR CHILDREN**

**4.2.1** Conditions of transportation of minor children accompanied by adults who are a parent, legal guardian, or trustee. Minor children traveling with their parents (legal guardians, adoptive parents/guardians) and certifying their identity with their own passport must have a document confirming kinship with their parents (birth certificate, custody certificate, marriage certificate). A birth certificate is sufficient if there are identical surnames of the child and the parents and if the surnames indicated in the birth certificate correspond. In addition to the birth certificate, if there are different surnames, it is required to present certificates of new marriages with a change of last names or other documents confirming the change of last names, documents on guardianship, adoption, guardianship in the case of deceased, missing parents or deprived of parental rights. In the absence of a document confirming the relationship, even if the parents and the minor child have the same last name, the child may be refused transportation.

**4.2.2** Conditions of transportation of minor children accompanied by one parent without the consent of the other parent outside the Republic of Kazakhstan:

- 1.** When leaving for permanent residence of citizens of the Republic of Kazakhstan who have not reached the age of eighteen, together with one of the parents (guardian, trustee), a notarized consent of the other parent residing in the territory of the Republic of Kazakhstan is required. In this case, a notarized statement from a parent residing in the Republic of Kazakhstan stating that he has no objection to departure must be submitted. Such consent is not required from a parent who has been deprived of parental rights and therefore does not have the right to receive alimony. Instead, it is necessary to present a court decision on the deprivation of parental rights that has entered into force. In the absence of the consent of one of the parents, the departure of a minor

child for permanent residence outside the Republic of Kazakhstan may be allowed in court.

2. In case of residence of the second parent in the territory of another state, consent for permanent departure is not required. In order to confirm the fact of the second parent's residence on the territory of another state, a notarized copy of the passport of the second parent, with a registration page or other document confirming the place of residence of the second parent in the territory of another state, must be submitted to the migration service authority.

**4.2.3** Conditions of transportation of minor children accompanied by adults who are not a parent, guardian, or trustee. During transportation in the Republic of Kazakhstan, a passenger who is not the legal representative of the child (parent, legal guardian, trustee) presents a document for the right to accompany the child - a notarized power of attorney. During international transportation, a notarized consent of parents, adoptive parents, guardians or guardians is required for the departure of a minor citizen of the Republic of Kazakhstan, indicating the time of departure and the state(s) he intends to visit.

## **CHAPTER 5. TARIFFS AND FEES**

### **ARTICLE 5.1. GENERAL PROVISIONS**

**5.1.1** Tariff (fare) – the freight charge levied by an airline for the carriage of one passenger or for the carriage of a unit of weight or volume of baggage or cargo from the point of departure to the point of destination on a specific route and in the corresponding class of service.

**5.1.2** The transportation rates do not include the cost of ground transportation services between different airports and between airports and city terminals.

**5.1.3** When paying for the carriage of a passenger and his baggage, the tariffs applicable on the date of commencement of carriage and at the time of registration of carriage are applied.

**5.1.4** When paying for and/or arranging transportation, the passenger must familiarize himself with the basic terms of the air transportation agreement and the rules of the applicable fare.

**5.1.5** The Air Transportation Agreement is considered concluded from the moment of proper and timely payment for air transportation, which certifies the passenger's agreement with the rules and conditions of carriage and the rules for the application of the tariff. Agreement with the terms of the air transportation agreement and the Rules for Passengers is complete and unconditional.

## **ARTICLE 5.2. TYPES OF TARIFFS**

**5.2.1** The tariff of a certain class of service is the tariff of the corresponding class of service: first, business, economic, the conditions of which are approved by the airline.

**5.2.2** In each class of service, several passenger fares can be set, differing in the level of the fare and the conditions of tariff application.

**5.2.3** Each fare provides rules for its application, which establish the validity period of the ticket and the conditions for the application of the fare.

**5.2.4** According to the terms of use, passenger fares are divided into normal fares and special fares.;

- Normal tariff is a tariff established for the first, business or economy class of service, which does not impose restrictions and has a validity period of one year.;
- Special fare is an economy class fare with special conditions and restrictions determined by the airline.

The airline places the conditions for the application of tariffs in the booking system, seat sales points and on Internet resources.

**5.2.5.** Tariffs are indicated by an alphanumeric or alphanumeric code. According to the terms of use, tariffs are grouped into tariff groups (brands).

**5.2.6** The conditions of its application are set for each type of tariff/brand. The number of passenger seats offered for booking transportation for each fare is determined by the Airline and can be changed at any time based on commercial expediency.

**5.2.7** Passenger fares can be set for one-way transportation and for round-trip transportation.

**5.2.8** The combination of branded tariffs is allowed only within one tariff group (brand), unless otherwise stipulated by the tariff rules. If the tariff group (brand) on one flight section is changed, all other flight sections are subject to change in accordance with the new brand.

### **ARTICLE 5.3. COMBINING TARIFFS**

**5.3.1** The combination of branded tariffs is allowed only within one tariff group (brand), unless otherwise stipulated by the tariff rules.

**5.3.2** If the combination of half of the round-trip fares is permitted by the tariff rules, the tariff rules with **stricter restrictions** apply to the entire transportation route to determine the conditions of maximum stay at the destination.

**5.3.3** In case of rebooking/refund of an air ticket using a combination of fares, the conditions of rebooking/refund are determined according to the rules of the tariff applied to the variable/refundable tariff component, unless otherwise stipulated by the rules of tariff application.

**5.3.4** If the transportation is arranged according to the transfer fare, the rules of its application apply to all flight segments included in the transfer.

**5.3.5** In the case of a combination of a flight in Kazakhstan and an international flight, the entire carriage is considered international, including a partially used ticket.

### **ARTICLE 5.4. REDUCING THE COST OF THE TARIFF OR BRAND**

**5.4.1** Voluntary reduction of the fare or brand value by rebooking a ticket is prohibited.

**5.4.2** A voluntary reduction of the fare/brand level is made only by refunding the ticket amount in accordance with the rules of the applied fare and issuing a new carriage according to the conditions of carriage changed by the passenger.

### **ARTICLE 5.5. REBOOKING/INCREASE IN TARIFF OR BRAND COST**

**5.5.1** Voluntary rebooking of a ticket is allowed if it is established by the rules of the applied fare, and the new fare price must not be lower than the one originally paid.

**5.5.2** Ticket rebooking within the same brand is permitted under the following conditions:

- in case of a change in the departure date/time and subject to availability in the same booking class, fees for changing the conditions shall be charged in accordance with the rules of the applicable fare and within the validity period of the ticket for carriage.
- in case of no seats available in the same booking class, the difference between the price paid by the passenger earlier and the total price of the new transportation shall be paid, with the fees for changing the conditions established by the rules of the applicable fare being charged;
- fee for changing the conditions of transportation is charged on the basis of the tariff component being changed.
- if more than one tariff component is changed, the fees are added together.

**5.5.3** Conditions for rebooking a ticket to a higher-cost brand:

- in case of rebooking a ticket to a higher-cost brand, the difference between the cost paid by the passenger earlier and the total cost of the new transportation shall be paid, with the collection of fees for changing the conditions established by the rules of the applied tariff;
- rebooking a ticket to a higher-cost brand is permitted provided that the entire route is recalculated at the same time, and the new fare level must not be lower than the original one;
- fee for changing the conditions of transportation is charged on the basis of the tariff component being changed.
- if more than one tariff component is changed, the fees are added together.

**ARTICLE 5.6. CURRENCY FOR PAYMENT OF THE TARIFF AND FEES**

**5.6.1** The cost of transportation and fees must be paid in a currency determined by the Airline in accordance with the currency regulations of the country of sale. If the payment for transportation is made in a currency other than the currency of the fare publication, the calculation of the equivalent in the payment currency is based on the IATA bank rate (ICER-IATA Consolidated Exchange Rates) published in the booking systems, valid at the time of registration of transportation.

**5.6.2** If the fares are changed prior to the start of transportation, passengers are transported on tickets issued before the fare change, without recalculations, provided that the original terms of the Air Transportation Agreement are maintained.

**5.6.3** If transportation has begun, any change in the fare, fee, discount or rule should not affect the Air Transportation Agreement concluded with the passenger during the expiration date of the originally issued flight ticket.

**ARTICLE 5.7. FEES****5.7.1 Airport fees.**

**5.7.1.1** When selling transportation, passengers are charged all airport and other fees published in booking systems in accordance with laws, regulations, rules and regulations established by foreign states and/or foreign organizations to, from or through the territory of which such transportation is carried out (fees of foreign states, airport fees).

**5.7.1.2** In case of a passenger's voluntary refusal of transportation, airport fees on unused sections of the transportation route are subject to refund to the passenger (including non-refundable fares), unless otherwise stipulated by the rules for the application of fees.

**5.7.2 Fee for voluntary change of transportation conditions (rebooking).**

**5.7.2.1** In case of a change in the departure date, flight number, fare increase or brand, the Airline charges a fee for a voluntary change in the conditions of carriage.

**5.7.2.2** Changes to the passenger ticket at the request of the passenger are allowed with the consent of the Airline and are carried out in accordance with the rules for the application of Airline fares and the rules for processing transportation documents.

**5.7.2.3** The fee for voluntary modification of the conditions of carriage is charged in the amounts and on the terms established by the rules for the application of the tariff.

**5.7.2.4** The fee for changing the conditions of carriage (rebooking) is not charged in the following cases:

- exchange of transportation route sections with an open departure date;
- exchange of transportation for children under the age of two, transported without providing a separate seat;
- exchange of land at normal rates, which do not include a fee for voluntary changes in transportation conditions;
- in case of a forced exchange of transportation.

**5.7.2.5** The fee for changing the conditions of carriage is not subject to voluntary refund.

**5.7.2.6** The procedure for collecting and processing the fee is regulated by the Airline's regulatory documents.

### **5.7.3 Fee for the passenger's voluntary refusal of transportation (refund).**

**5.7.3.1** If a passenger voluntarily refuses to be transported, the Airline will charge a fee in the amount and on the terms established by the fare application rules.

**5.7.3.2** The passenger's cancellation fee is not charged in the following cases:

- 1) abandonment of sections of the transportation route with an open departure date;
- 2) refusal of transportation issued for children under the age of two who are transported without providing a separate seat;
- 3) refusal of land plots issued at normal rates that do not include a fee for voluntary refusal of transportation;
- 4) in case of a passenger's forced refusal of transportation.

**5.7.3.3** The fee is not subject to voluntary refund.

**5.7.3.4** The procedure for collecting and processing the fee is regulated by the Airline's regulatory documents.

### **5.7.4 Service fee for booking and booking an air ticket**

**5.7.4.1** The amount of the service fee when booking a ticket on the Airline's own website, sales offices, or through the Airline's contact center is set by the Airline's internal acts.

**5.7.4.2** The service fee for booking a ticket with the airline's agents is set by the agents themselves without consulting the carrier.

**5.7.4.3** In case of voluntary refusal of transportation, the service fee is non-refundable.

**5.7.4.4** In case of forced cancellation of a completely unused transportation, the service fee is subject to refund at the place of purchase of the ticket. In case of forced refusal of partially used transportation, the service fee is subject to refund only for the unused section of transportation.

**5.7.4.5** The service fee is not charged for tickets for subsidized flights.

**5.7.4.6** The procedure for collecting and processing the fee is regulated by the regulatory documents of the Airline and / or the Agent for the sale of passenger air transportation.

**5.7.5 Fees for additional services.**

**5.7.5.1** If a passenger orders additional services, a fee will be charged in the amount and on the terms established by the Airline's rules.

**5.7.5.2** The fee for additional services is issued on EMD or MCO.

**5.7.5.3** The terms of the refund fee are regulated by the Airline's regulatory documents.

**CHAPTER 6. PASSENGER TICKET**  
**ARTICLE 6.1. GENERAL PROVISIONS**

**6.1.1** A separate ticket is issued for each passenger, which confirms:

- 1) passenger's familiarization with the terms of the Air Transportation Agreement
- 2) conclusion of an air transportation agreement between the passenger and the airline.

**6.1.2** The ticket is issued based on the data of the passenger's identity document or an electronic document from the digital documents service (for identification). The passenger's surname and first name are written in Latin letters on the ticket and in the booking, in accordance with the identity document, with the surname first and the first name second. Passengers shall check that their surname and first name are spelled correctly on the ticket and bear full responsibility for this. Passengers will not be allowed to travel if the spelling of their surname and/or first name on the ticket and reservation does not match the spelling on the document presented at check-in. Refunds to passengers due to such refusal shall be made in accordance with the rules for applying this fare.

**6.1.3** A separate ticket shall be issued for each passenger (including children aged 0 to 2 years).

**6.1.4** Changes to the ticket are made by the airline with the consent of the passenger, or by an authorized agent with the consent of the airline and the passenger.

**6.1.5** The passenger is allowed to travel upon presentation of a valid electronic ticket issued by the airline or an authorized agent.

**6.1.6** The ticket may only be used by the person named on it and may not be transferred or used by another person.

**6.1.7** When tickets are issued electronically, air transportation is sold without printing a ticket. Passengers may check in and board the flight without a printed ticket.

**6.1.8** As confirmation of the purchase of an electronic ticket, a route receipt is issued by printing it on a printer or sending it to the passenger's email address.

**6.1.9** On international flights, a route receipt is required as proof of a return ticket when passing through passport control.

**6.1.10** Conclusion of the Air Transportation Agreement of passengers and baggage implies the passenger's unconditional consent to the collection and processing of their personal data, both with and without the use of automated means. In cases provided for by the legislation of the Republic of Kazakhstan and foreign states, the Airline provides personal data to third parties, including cross-border transfer.

## **ARTICLE 6.2. FLIGHT COUPON SEQUENCE**

**6.2.1** Flight coupons shall be accepted in strict sequence, starting with the first point of departure indicated on the passenger's ticket.

**6.2.2** A ticket in which the passenger has violated the sequence of flight coupons will be deemed invalid, unless this was due to the fault of the airline.

**6.2.3** In case of violation of the sequence of flight coupons, the airline has the right to refuse to transport unused flight coupons.

**6.2.4** The airline accepts flight coupons for voluntary return in their direct sequence. If the ticket has several flight coupons, voluntary return is only possible for those coupons that follow the used coupon, unless otherwise specified by the rules of the applicable fare.

## **ARTICLE 6.3. CHANGING THE ROUTE**

**6.3.1** Passengers and their baggage shall be carried in accordance with the route specified in the ticket.

**6.3.2** Voluntary changes to the route specified in the ticket are prohibited.

**6.3.3** Necessary changes to the route of carriage shall only be permitted with the consent of the Airline.

## **ARTICLE 6.4. STOPS**

**6.4.1** A stopover is only permitted if it has been agreed in advance with the airline or its authorized agent and is specified on the ticket.

**6.4.2** If the ticket is paid for at a special airline fare, passenger stops en route are governed by the terms and conditions of the fare.

The following conditions must be met for a stop en route:

- 1) a stop must be made within the ticket's validity period;
- 2) a stop must be permitted by the airline and the laws of the relevant countries.

**6.4.3** If, when issuing a passenger ticket, the passenger did not declare a stopover at an intermediate airport, but wished to make such a stopover and declared this at the airport in question, such a passenger may continue the flight only after making the necessary changes to the ticket (ticket exchange) in accordance with the applicable fare rules.

#### **ARTICLE 6.5. OPEN DATE**

**6.5.1** An open date ticket is a ticket that specifies the point of departure, destination, airline, and class of service, but does not specify the flight number, date, or time of departure of the aircraft.

**6.5.2** Booking transportation with an open departure date is permitted at fares whose rules of application allow for the issuance of an open date ticket.

**6.5.3** The service of booking open date tickets is not provided on the Airline's official website.

**6.5.4** When issuing a ticket with an open date, a seat reservation is issued in accordance with the passenger's request, subject to availability on the requested flight and within the validity period of the passenger ticket.

**6.5.5** If it is impossible to provide a passenger seat and transport capacity during the ticket's validity period, the Airline or Passenger Air Transport Sales Agent shall make a reservation for the nearest flight on which there is a free passenger seat and transport capacity in the class of service that corresponds to the paid class of service.

#### **ARTICLE 6.6. CORRECTING DATA IN RESERVATION**

**6.6.1** Air tickets are issued based on the data in the passenger's identity document. If the spelling of the surname and/or first name on the passenger's ticket does not match the spelling in the document, the passenger will not be allowed to travel.

**6.6.2** The passenger is fully responsible for the correct spelling of their surname, first name, and passport details when purchasing a ticket on the airline's website [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz), as well as on third-party online resources. If an error is found, it is necessary to contact the airline in advance with a request sent to the email address [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz).

**6.6.3** In case of an error, the passenger's data shall be corrected in accordance with the regulatory documents of QAZAQ AIR.

**6.6.4** A penalty fee shall be applied for correcting the surname or first name, as regulated by the regulatory documents of the Airline.

#### **ARTICLE 6.7 TICKET VALIDITY**

**6.7.1** A passenger is allowed to be transported if he has a valid ticket in the inventory system, which is duly issued and issued by the airline or an authorized agent.

**6.7.2** The passenger is allowed to be transported if the corresponding flight coupon of the electronic ticket has the status "O" (Open for use).

**6.7.3** The passenger is not allowed to be transported if the corresponding flight coupon of the electronic ticket has any other status than "O" (Open for use).

**6.7.4** Transportation of passengers, baggage and cargo performed by different carriers/modes of transport under the same transportation document with the participation of QAZAQ AIR JSC is regulated by agreements between QAZAQ AIR JSC and other Carriers involved in the transportation process.

**6.7.5** The validity period of the transportation obligation for a normal fare ticket is one year and is calculated from the date of issue of the ticket, if transportation has not begun, and from the date of commencement of transportation, if transportation has begun. The term of the obligation to transport passengers at special fares is determined by the passenger air transportation agreement in accordance with the terms and conditions of the fare. The affiliation of a particular tariff to normal or special tariffs is determined by the rules for the application of Airline tariffs.

**6.7.6** If the validity period of a passenger ticket issued at a special fare has expired for transportation, voluntary exchange of transportation with an additional payment to a higher fare is permitted, unless otherwise specified by the fare application rules. In this case, the validity period of the newly issued passenger ticket shall be calculated from the date of departure on the first flight coupon of the originally issued ticket, if transportation has commenced, or from the date of issue of the original ticket, if no flight coupon has been used. The additional payment is calculated from the point of departure and in accordance with the rules of the special fare applied, unless otherwise provided by the rules of such fare.

**6.7.7** Each flight coupon of the ticket is valid for the carriage of a passenger between the points specified therein in the corresponding class of service.

**6.7.8** Regardless of the type of fare applied and unless otherwise provided by the rules of the applicable fare, the validity period of an unused ticket for a refund is set at 1 year.

For a completely unused ticket – from the date of sale of the transportation;

For a partially used ticket, from the date of commencement of carriage specified in the originally issued ticket.

**6.7.9** The Airline will accept requests for refunds for unused tickets or parts thereof during the ticket's validity period, but no later than 30 calendar days after the expiration of this period.

**6.7.10** The validity period of the ticket shall be extended to the nearest flight of the Airline on which there is a seat available in the class of service corresponding to the fare originally paid, if the passenger was unable to fly within the validity period of the ticket in the event of:

1. cancellation or delay of the flight specified in the ticket;
2. the aircraft fails to land at the airport specified in the ticket;
3. the passenger is not transported due to the inability to provide him/her with a seat on the flight and date specified in the ticket;
4. the aircraft that did not complete the flight returns to the airport (point) of departure;
5. replacement of the aircraft type specified in the schedule;
6. failure to provide service in the class specified in the ticket;
7. interruption of the flight due to a forced landing of the aircraft;
8. refusal of the passenger to fly or continue the flight due to a delay in departure caused by inspection;
9. incorrect issuance of the airline ticket.

**6.7.11** If a passenger with a ticket requests a seat reservation and the Airline is unable to provide a seat within the ticket's validity period, the validity period of such ticket shall be extended to the nearest Airline flight with available seats in the class of service corresponding to the originally paid fare. If the passenger does not agree, the passenger shall be refunded the cost of the ticket in accordance with the terms and conditions of the fare.

**6.7.12** If the passenger is unable to complete the flight within the ticket's validity period due to illness or the illness of a family member traveling with them on the aircraft, the validity of the ticket shall be extended until the date when, according to a medical opinion, he or his family member will be able to fly, or after that date until the next flight of the Airline on which there are seats available in the class of service corresponding to the fare originally paid, but not more than 30 days. In such cases, the validity period of tickets for family members accompanying the sick passenger shall be extended for the same period.

**6.7.13** Refunds for fully or partially unused miscellaneous charges orders and electronic multi-purpose documents (EMDs) shall be made within one year from the date of issue of the miscellaneous charges order or EMD, unless otherwise restricted by the Airline. Receipts for payment of excess baggage and/or paper-based miscellaneous charges orders lost by the passenger shall not be replaced, and duplicates shall not be issued. The Airline will accept requests for refunds for unused EMDs or MCOs, or parts thereof, within the document's validity period, but no later than 30 calendar days after the expiration of this period.

## **ARTICLE 6.8 CANCELLATION OF E-TICKET (VERIFICATION)**

In order to correct an error made when issuing a ticket, the Airline allows the cancellation (or voiding) of an electronic ticket.

Conditions for canceling an electronic ticket:

- If there are less than 24 hours before departure, the cancellation procedure is only possible within 30 minutes of issuing the ticket.
- If there are more than 24 hours before the departure of the flight according to the first coupon, the cancellation procedure is only possible within 3 hours from the moment the ticket is issued.
- The cancellation procedure is only carried out before the end of the day (until 23:59).
- Ticket cancellation is only permitted if the coupons have “Open” status. Electronic tickets cannot be cancelled if they have intermediate statuses (e.g., CHECKED-IN).
- Ticket cancellation is not permitted during flight check-in.

## **CHAPTER 7. PROCEDURE FOR FILING CLAIMS AND LAWSUITS**

7.1. In all cases of claims arising from the contract of carriage, it is mandatory to file a claim with the Airline before going to court.

7.2. Claims (with the exception of baggage damage claims) may be filed within three months, and claims for fines and penalties may be filed within one month. If the claim is rejected or the response is not received within the prescribed period, the applicant has the right to file a claim.

7.3. The circumstances and fact that may serve as the basis for filing a claim to the victims and, accordingly, the property liability of the Airline, passengers, senders and recipients of baggage, are certified by the act (PIR).

7.4. In cases of delay in baggage delivery, shortage, damage (spoilage) or loss, as well as in the case of baggage delivery without presenting a baggage receipt and a detachable baggage tag, an act of malfunction during transportation is drawn up, which is signed by the person receiving the baggage and the Airline or its authorized agent.

7.5. The act is drawn up immediately upon detection of a malfunction in baggage transportation.

7.6. If, when checking baggage at an intermediate point or destination, baggage malfunctions were detected, for which an act had already been drawn up before, and no difference was found between the condition of the baggage and the data of the act, then a new act is not drawn up, and a note is made on a copy of the previously drawn up act stating that no changes have occurred in the condition of the baggage. The mark on the certificate is certified by the signature of an official of the Airline.

7.7. On international flights, a claim for baggage damage must be sent by the passenger immediately after the damage is detected, but no later than 7 days, and a delay in baggage delivery - no later than 21 days.

On domestic flights of the Airline, in case of non-receipt of baggage, its damage, or lack of contents, a claim must be submitted to the Airline immediately upon detection of a malfunction.

7.8. In the absence of a claim filed within the above time limits, a claim cannot be filed against the Airline.

7.9. Baggage is considered lost if it is not found during the search within the 21st day following the day on which it was supposed to arrive at its destination.

7.10. The Passenger or a person authorized by him has the right to file a claim and claim against the Airline upon presentation of the passenger ticket, baggage receipt and act (PIR).

The absence of an act does not deprive the right to file a claim or the right to sue, if proven, provided that the Airline's Representatives or its authorized agents refused to draw up an act.

7.11. The Airline is obliged to review the claim within fifteen calendar days from the date of receipt of the claim and notify the passenger, the shipper or the recipient in writing of the satisfaction or rejection of the claim if the carriage is fully carried out by the Airline's flights. In other cases, the claim review period may be extended, taking into account the claims review rules in force with other carriers.

7.12. When making a claim, you should consider:

- in case of loss or shortage of baggage, the transportation of which has been paid for, along with the payment of compensation, the airline is obliged to refund the fee charged for its transportation;
- in the event that the Passenger has received only part of the checked baggage or damage has been caused to part of the checked baggage, the Airline's liability is determined based on the weight of the lost or damaged part of the baggage. However, when the loss, shortage, damage, or delay in delivery of a piece of checked baggage affects the value of other pieces of baggage included in the same baggage receipt, their total weight shall be taken into account when

determining the amount of compensation.

7.13. The submitted claim must be stated in writing and contain all the information necessary for its consideration.

The individual's claim must specify:

- the name of the Carrier to which the claim is being made;
- surname, first name and patronymic of the applicant, contact phone number, postal address, personal email address, -circumstances that are the basis for the claim, the content of the claim;
- the amount of the claim payment, its calculation, confirmed by relevant documents (receipts, invoices, checks, etc.);
- a list of documents attached to the application;

The claim must be signed by the applicant or certified with an electronic digital signature.

Copies of the applicant's identification documents must be attached to the claim.

The claim of a legal entity must specify:

- the name of the Carrier to which the claim is being made;
- name of the applicant legal entity, postal address, outgoing number and date, contact phone number of the authorized person;
- the circumstances that are the basis for the claim, the content of the claim;
- the amount of the claim payment, its calculation, confirmed by relevant documents (receipts, invoices, checks, etc.);
- a list of documents attached to the application;

The claim must be signed by the head of the applicant's legal entity or an authorized person (representative), or certified with an electronic digital signature.

7.14. All necessary documents confirming the passenger's right to claim a refund must be attached to the claim, including a ticket, a receipt for paid baggage, a baggage tag tear-off card, a Certificate of malfunctions during baggage transportation, etc.

The amount of the claim must be proved by the applicant.

7.15. If the claim is filed without the attachment of the listed documents, the Airline additionally requests the required documents, specifying the deadline for their submission, and after the specified period, the claim is considered according to the documents available in the case.

7.17 The claim is sent in writing to the Airline's desk service ([info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz)), or by mail.

7.18. In case of partial satisfaction or rejection of the claim, the Airline is obliged to indicate in its response the grounds on which it made such a decision, with reference to the relevant regulatory legal acts and articles of these Rules. In these cases, the Airline is obliged to return to the applicant all the original documents attached to the claim.

7.19. Any dispute, contractual or non-contractual, arising out of or in connection with the Air Transportation Agreement, including any issue relating to its existence, validity or termination, is subject to the exclusive jurisdiction of the Court of the Astana International Financial Center (AIFC). The language to be used in the court proceedings is English. The Air Transportation Agreement is regulated by the legislation of the Republic of Kazakhstan.

## **CHAPTER 8. TERMINATION OF AIR TRANSPORTATION AGREEMENT**

### **ARTICLE 8.1. TERMINATION OF THE AIR TRANSPORTATION AGREEMENT ON THE PASSENGER'S INITIATIVE (VOLUNTARY REFUSAL).**

**8.1.1.** If the passenger intends to cancel the flight, the passenger or the person who paid for the ticket must notify the Airline of the termination of the contract of carriage unilaterally in one of the following ways:

- 1) for transportation services provided at the Airline's own sales offices and representative offices:
  - a personal request from the passenger or the person who paid for the ticket at the place of payment for transportation upon presentation of the original identity documents with an Application for refusal of air transportation and simultaneous refund of the ticket;
- 2) for shipments registered on the [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz) refund can be made in one of the ways:

A) a personal request from the passenger or the person who paid for the ticket on the Airline's website using the Electronic Ticket Refund service, where the refund is carried out automatically in accordance with the rules of the applied fare. If automatic ticket refunds are not supported due to difficult conditions, the passenger must send an application to the email address [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz), which will be processed manually by an airline employee. The refund of the amount for unused transportation on an electronic ticket paid with a bank card on the website is made exclusively to the account of the card from which the transportation was paid within the time limits set by the bank.

B) the passenger or the person who paid for the ticket issues a written notification of the return of the ticket, the notification is sent to the email address [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz). The notification must consist of the following documents: a free-form application for refusal of air transportation, a scanned copy of the identity document, the flight ticket/booking number or the route receipt of the ticket.

- 3) for shipments processed through the agency network:

- personal appeal of the passenger or the person who paid for the ticket at the place of purchase of the ticket with simultaneous implementation of the procedure for refunding the ticket; if it is impossible to apply at the place of purchase of the ticket, personal appeal of the passenger, the person who paid for the ticket to the office of its own sales, representative office of the Airline upon presentation of the original identity documents with an Application for refusal of air transportation with simultaneous implementation ticket refund procedures;
- 4) for shipments registered on third-party websites
    - the request of the passenger or the person who paid for the ticket to the staff of a third-party

website with the registration of an Application for refusal of air transportation and the subsequent implementation of the procedure for the return of the ticket;

5) for transportation carried out on the forms of the interline partners of QAZAQ AIR JSC, a personal request from the passenger or the person who paid for the ticket at the place of purchase of the ticket, upon presentation of identification documents with an Application for refusal of air transportation and simultaneous refund of the ticket.

## **ARTICLE 8.2. TERMINATION OF AIR TRANSPORTATION AGREEMENT ON THE INITIATIVE OF THE CARRIER (AIRLINE)**

**8.2.1** The Air Transportation Agreement is terminated unilaterally on the carrier's initiative in cases where:

- The passenger refuses the inspection established by Article 107 of the Law "On the Use of the Airspace of the Republic of Kazakhstan and Aviation Activities" before the flight of the aircraft;
- The passenger violates the requirements of the "Rules for the Carriage of Passengers, Baggage and Cargo by Air" and (or) commits actions that endanger the safety of the aircraft;
- This is necessary to eliminate violations of the provisions of the legislative acts of the State over which the air transportation will be carried out or in which the point of departure, stop or destination of transportation is located;
- The passenger is intoxicated with alcohol, drugs, or substance abuse, and his mental or physical condition poses a threat to the passenger's own health or the safety of persons and property on board the aircraft, as well as inconvenience to other passengers.
- Failure by passengers to fulfill their duties on board the aircraft provided for in Article 88 of the Law "On the Use of the Airspace of the Republic of Kazakhstan and Aviation Activities".
- The passenger is included in the register of persons of the Airline whose carriage is restricted, except for the cases provided for in Article 78-1(6) of the Law on the Use of the Airspace of the Republic of Kazakhstan and Aviation Activities.

**8.2.2** The passenger's state of alcoholic, narcotic, and substance abuse intoxication is confirmed by a medical examination in accordance with the procedure established by the legislation of the Republic of Kazakhstan. At the same time, the health status of the passenger intending to make the flight must be confirmed by a medical document marked "flight is contraindicated until ..." indicating a specific date.

In case of refusal of carriage for the reasons provided for in this paragraph, the Airline draws up an act recording the reasons and the fact of refusal of carriage.

## **ARTICLE 8.3. FORCED REFUSAL**

**8.3.1.** The reasons for the passenger's forced cancellation of the flight are:

1. flight delay indicated on the ticket

A passenger's forced refusal from transportation is recognized as a refusal in the event of a delay in the departure of the flight for a period of more than five hours of the departure time of the aircraft specified in the ticket. If the flight delay is less than five hours, the passenger has the right to make a voluntary refund or rebooking of the ticket according to the rules of application of the fare according to which the passenger's ticket was issued. If the flight delay is more than five hours, the passenger has the right to make a forced refund or rebooking of the ticket for the nearest Airline flight (+/- 3 days for daily flights or for the next or previous nearest flight) if there is a free carrying capacity. If it is necessary to change the flight date to a later date, the passenger must make a forced return of the existing ticket and purchase a new ticket at the current fares.

The reason for the forced exchange /refund of transportation is:

- information in the booking about schedule changes or
- the Representative's mark in the route receipt, certified with a personal stamp and signature, or
- the stamp of the airport of departure, the Representative of the flight cancellation / delay in the route receipt.

If the transportation is arranged “round trip”, then in case of a forced delay of the flight on the “there” route, the return or exchange of the section on the “back” route is considered forced, while all dates are changed simultaneously.

2. Cancellation of the flight indicated on the ticket.

In case of flight cancellation, the passenger has the right to make a forced refund or rebooking of the ticket for the nearest Airline flight (+/- 3 days for daily flights or for the next or previous nearest flight) if there is a free carrying capacity. If it is necessary to change the flight date to a later date, the passenger must make a forced return of the existing ticket and purchase a new ticket at the current fares.

The reason for the forced exchange /refund of transportation is:

- information in the booking about schedule changes or
- the Representative's mark in the route receipt, certified with a personal stamp and signature, or
- the stamp of the airport of departure, the Representative of the flight cancellation / delay in the route receipt.

If the transportation is arranged “round trip”, then in case of forced cancellation of the flight on the “there” route, the return or exchange of the section on the “back” route is considered forced, while all dates are changed simultaneously.

3. changing the schedule, rescheduling the flight indicated on the ticket

If the schedule is changed for a period of more than five hours, the Airline is obliged, at the passenger's choice, to rebook the ticket for the nearest Airline flight (+/- 3 days for daily flights or for the next or previous nearest flight) if there is a free carrying capacity or refund the full cost of unused ticket segments. If it is necessary to change the flight date to a later date, the passenger must make a forced return of the existing ticket and purchase a new ticket at the current fares.

The reason for the forced exchange /refund of transportation is:

- information in the booking about schedule changes or
- the Representative's mark in the route receipt, certified with a personal stamp and signature, or
- the stamp of the airport of departure, the Representative of the flight cancellation / delay in the route receipt.

4. Cancellation of a scheduled stop at a destination, departure, stop, or transfer point for the passenger.

If, for any reason, the aircraft lands at an airport that is not provided for in the schedule, the Airline transports the passenger on another flight from the aircraft's landing point to the destination airport. If it is impossible to transport a passenger by aircraft, the Airline provides transportation by other means of transport. In the event of an emergency landing at an airport other than the final destination or stop point specified in the transportation document, if the passenger refuses further transportation to the destination, the cost of the unfulfilled part of the transportation will be refunded at the passenger's request, and the amount of the refunded amount will be determined by the Airline. The passenger's request shall be considered by the Airline on an individual basis in accordance with the claims procedure.

5. Return of an aircraft that failed to complete its flight to the airport (point) of departure. Upon the

return of an aircraft that failed to complete a flight to the airport (point) of departure, the Airline is obliged, at the passenger's discretion, to rebook the ticket for the nearest flight of the Airline or, at the passenger's request, to refund the cost of the used segment without deducting any fees. The passenger's request shall be considered by the Airline on an individual basis in accordance with the claims procedure.

6. Changes to the route of carriage by the Airline (change of departure point and/or arrival point to another nearest point, including changes/exclusions/additions of intermediate points)

In the event of a preliminary change by the Airline to the route of transportation in the event of a change of the departure point and/or arrival point to another nearest point, including changing/excluding/adding intermediate points in agreement with the Airline at the passenger's choice, a forced reissue of tickets or a forced refund of the ticket shall be carried out.

The airline shall not charge an additional fee in connection with changes in transportation due to its fault if the passenger fare and the fare for transportation of baggage in excess of the free allowance on the changed route are lower than the amount paid. In this case, the difference in cost shall be refunded to the passenger at the point of departure.

7. Replacement of the service class or aircraft type.

The airline has the right to change the type of aircraft without prior notification to the passenger. If a passenger refuses to fly on another aircraft, the Airline must send the passenger on one of the next flights or refund him the cost of the unfulfilled section of transportation without deduction of fees.

8. Inability to provide a seat to a passenger in accordance with an earlier booking.

Failure to provide a passenger with a reserved seat on a flight is possible if:

- replacement of aircraft type or configuration;
- flight combinations;
- reducing the maximum commercial load of the flight.

An Airline employee appeals to passengers with an offer to voluntarily give up a seat on the flight in exchange for the proposed departure options.

In this case, if the flight is voluntarily cancelled, the ticket is refunded without withholding fees, or the ticket is rebooked for a later/earlier Airline flight if there is a free carrying capacity without withholding fees.

9. Failure by the airline to provide flight connections issued on a single form in compliance with the minimum connecting time, as well as failure by the airline to provide flight connections issued with separate Airline tickets in compliance with the minimum connecting time.

In order to recognize the return/exchange of an air ticket as forced due to a violation of the connection, it is necessary that the connection contain flight sections operated only by QAZAQ AIR. The Airline is not responsible for providing connections with flights of other carriers that are not interline partners of the Airline. If transportation is arranged via a transfer route for airline flights, then in the event of a delay/cancellation of a flight on one section, a refund or refund/exchange on the second section is also considered unavoidable.

The reason for the forced exchange /refund of transportation is:

- information in the booking about schedule changes or
- the Representative's mark in the itinerary receipt, certified with a personal stamp and signature, or
- the stamp of the departure airport in the itinerary receipt.

In case of difficult cases of calculating a forced refund (interruption of transportation at the transfer point, etc.), the passenger air transportation sales agent must form a request for calculating the refund amount and send it to the Airline by e-mail. [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz) .

10. In the case of interline transfer transportation, one of the carriers fails to ensure the connection of flights issued on a single form in compliance with the minimum connecting time.

The forced return of air tickets issued on the forms of interline partners is made at the place of purchase of the ticket. The forced return of air tickets issued under the SPA agreement is made at the place of purchase of the ticket.

The grounds for forced reissuance or refund of an airline ticket in case of cancellation/delay or schedule change are:

- information in the booking about the schedule change
- mark of the airline representative on the transport document/itinerary receipt, certified by a personal stamp and signature;
- stamp of the departure airport confirming the cancellation/delay of the flight;
- official letter from the interline partner regarding the delay/cancellation of the flight.

The passenger air transportation sales agent must form a request for calculating the refund amount and send it to the Airline by e-mail. [info@vietjetqazaqstan.kz](mailto:info@vietjetqazaqstan.kz) .

The Airline is not responsible for providing connections with flights of other carriers that are not interline partners of the Airline.

11. Illness or death of a passenger or a member of their family traveling with them on the aircraft, confirmed by a medical certificate.

Family members are defined as spouses, parents, and children (adoptive parents and adopted children). Illness of a passenger or a member of their family traveling with them on the aircraft is grounds for the passenger's forced refusal of carriage if there are contraindications to flying on the date of departure specified in the ticket, confirmed by medical documents. For the subsequent processing of a forced refund, it is mandatory to remove seats before the flight departs. If the passenger provides medical documents after the departure date, provided that the seats have not been removed before departure, there will be no forced refund. In this case, the refund is made according to the rules and conditions of the fare chosen by the passenger.

The document confirming the passenger's forced refusal of transportation is: the original medical document (certificate, report, disability certificate, original certificate from the airport medical center) that meets the following requirements:

- the presence in the document of a clearly legible name of the medical institution that issued this document;
- the seal of the medical institution that issued this document;
- availability of the date of issue of the medical document;
- the dates of illness indicated in the medical document correspond to the dates of transportation. In case of non-compliance, the document should state "it is not recommended to fly on the specified dates."

Medical documents issued outside the territory of the Republic of Kazakhstan must be accompanied by a notarized translation.

The forced refusal of transportation in the event of the death of a passenger or a member of his family traveling with him on an aircraft is certified by a death certificate and documents confirming the fact of kinship. Documents issued outside the territory of the Republic of Kazakhstan must be accompanied by a notarized translation. The following items are subject to forced refund: the ticket of a deceased passenger, as well as the tickets of his family members traveling with him on the same aircraft; the passenger's ticket due to the death of his family members, even if the deceased family member was not supposed to make a joint flight with the passenger. Family members are defined as spouses, parents, and children (adoptive parents and adopted children).

12. Incorrect registration of the passenger's transportation documents due to the cancellation of a scheduled stop at a point that is a departure, destination or stopover for the passenger.
13. The passenger's refusal to fly or to continue the flight due to a delay in departure caused by an inspection if no prohibited substances and objects were found during the passenger's personal inspection.

The passenger makes a request to the Airline by submitting an official claim. As confirmation, a copy of the itinerary receipt / booking printout / boarding pass is attached with a note about the passenger's delay due to the duration of his inspection and the absence of detection of prohibited substances and objects, certified by a personal stamp and /or signature of an Airline Representative or service agent, or a copy of the document issued by the inspection service.

14. Cancellation, delay / landing of a flight not at the destination due to the closure of the airspace of the countries / airports.

The forced refund / exchange of air tickets is carried out in accordance with the instructions from the Airline. The airline may recognize the passenger's refusal of transportation as forced in other cases. At the same time, the application from the passenger, indicating other reasons for the forced return, is considered by the Airline individually in a claim procedure.

Other types of forced refunds are carried out only after receiving written permission in response to an official written claim/request.

#### **ARTICLE 8.4. PROCEDURE FOR CALCULATING MONETARY AMOUNTS UPON TERMINATION OF AN AIR TRANSPORTATION AGREEMENT.**

**8.4.1** The airline will only refund amounts based on the document issued by itself or by the Passenger Air Transport Sales Agent.

**8.4.2** Refunds are made on the basis of an unused (partially used) transport document and/or a collection order to the person specified in these documents, or to the person who paid for the ticket, upon presentation of an identity document. A person who has paid for a ticket but is not the passenger named on the ticket shall contact the Airline or the Passenger Air Transport Sales Agent to have a note made on the ticket indicating the person to whom the Airline will refund the amount for the unused transportation on that ticket.

**8.4.3** The airline will accept a request to cancel air transportation within the ticket's validity period, but no later than 30 calendar days after that period ends. A ticket with used flight coupons is not valid for passenger transportation or refunds.

**8.4.4** Before the start of transportation, voluntary refunds for all unused coupons (sections) specified in the ticket shall be made simultaneously.

**8.4.5** Refunds shall be made within the validity period of the ticket, but no later than 30 days after the expiration date.

**8.4.6** Refunds shall be made in the currency of the original payment for transportation or, at the passenger's request, in the national currency of the Republic of Kazakhstan.

**8.4.7** The amount of refunds for unused transportation documents shall be determined by the Airline's fare rules.

**8.4.8** The amount to be refunded shall be calculated based on the fare, surcharge, and currency exchange rate in effect on the date of sale of the ticket.

**8.4.9** All refunds shall be paid in the same manner in which they were paid for the purchase of air transportation.

**8.4.10** If a passenger refuses transportation, the seat must be returned to the system. Seat refunds (cancellations) are carried out in accordance with the Airline's instructions and instructions for working with the relevant booking system. When returning (canceling) seats, the Passenger Air Transportation Sales Agent shall make a corresponding note in the reservation regarding the reason for the return of the seat. The Air Transportation Ticket Booking and Sales Agent shall

independently fill out the return document form and shall be fully responsible for the data entered. In the electronic ticket record, the statuses of flight coupons accepted for return must be open for use (OPEN FOR USE).

**8.4.11** When refunding cash, the air ticket booking and sales agent must cross out the route receipt diagonally and indicate the information about receiving the cash amount calculated for the refund: “received money in the amount of,” with the amount indicated in words. The record must be certified by the passenger's signature.

## **CHAPTER 9. PASSENGER SERVICE**

### **ARTICLE 9.1 PASSENGER INFORMATION SERVICE AT THE AIRPORT**

**9.1.1.** At the airport, the Carrier (its service agent) informs passengers:

- about the time and place (lounge, check-in desk number) for the flight;
- about the end of check-in, the availability of seats, about boarding the plane;
- about the arrival of the plane;
- about the reason for the flight delay for departure/arrival;
- about the rules of passenger and baggage transportation;
- about the place of booking and purchase of airline tickets;
- about special conditions of transportation that require approval from the Carrier.

**9.1.2.** The Carrier does not issue oral and written information to individuals about the departure and arrival of passengers, tickets sold, or written information about the availability of seats. Certificates are issued only upon official requests from enterprises, institutions, organizations, if the request is related to an accident, delayed departure, or a reason recognized by the Carrier as valid.

### **ARTICLE 9.2 PASSENGER DEPARTURE SERVICE**

**9.2.1.** Check-in for all Airline flights is completed 40 minutes before departure, and boarding is completed 20 minutes before departure. Passengers must comply with the check-in deadline without fail in order to be able to make the flight and avoid cancellation of the reservation. The Carrier or its authorized agent informs passengers about the check-in deadline for the first flight operated by the Carrier. If the passenger's itinerary includes several consecutive flights, the passenger must ensure that he/she has all the necessary information about the check-in deadline for these flights.

**9.2.2.** Passengers are required to arrive on the carrier's flight in advance in order to complete all registration formalities related to travel; passengers must always comply with the check-in and boarding deadlines. If the passenger does not comply with the specified requirement, or if the passenger does not present all the documents required for check-in, as a result of which the passenger is unable to travel on the Carrier's flight, the Carrier has the right to cancel the Reservation and the reserved seat of this passenger, without any liability or obligation to this passenger.

**9.2.3.** Passengers are required to arrive at the boarding gate for the Carrier's flight in advance of the boarding start time specified at check-in. If the passenger does not arrive at the boarding gate by the time indicated to the passenger by the Carrier as the boarding end time, the Carrier has the right to cancel the reservation and the reserved seat of this passenger, without any liability or obligation to this passenger.

**9.2.4.** The carrier shall not be liable (including, but not limited to, liability to carry out passenger transportation or pay compensation) or obligations in respect of a passenger who does not comply with the terms of this Article.

**9.2.5.** The passenger must arrive at the airport at the place of check-in for the domestic flight and baggage check-in in advance of the departure time of the aircraft according to the schedule indicated on the ticket. This time is set based on the time required to complete pre-flight administrative formalities (registration of entry/exit documents, baggage inspection, etc.) and check-in procedures. When checking in a passenger for a flight, the Carrier checks the availability of the following documents: an electronic ticket in the Carrier's registration system, a passport or other identity document, necessary documents that certify the conditions of carriage of certain categories of passengers and their baggage (birth certificate of a child, notarized consent of parents, adoptive parents, guardians or guardians for the transportation of a child, medical conclusion, veterinary certificate, etc.). When checking in a passenger, the Carrier checks whether the baggage belongs to the passenger using a survey method.

**9.2.6.** The Carrier is not responsible for the issues of the Passenger's relationship with government services (customs, border, immigration, security), unless otherwise provided by international or national legislative documents of the country of departure - transfer - stop - entry.

**9.2.7.** If such responsibility of the Carrier is assumed in accordance with the requirements, for example, regarding the immigration service, then the Carrier is obliged and has the right to check all necessary documents at check-in, before accepting the passenger and his baggage for carriage.

**9.2.8.** A passenger who is late for check-in or boarding, as well as arriving with incorrectly issued or missing entry/exit documents, as a result of which he did not use the seat reserved for him, may be charged a fee in accordance with the rules of the relevant fare.

The fee is not charged if the passenger has not arrived for check-in:

- for health reasons (if there is an official document-a certificate from a medical institution confirming the impossibility of departure);
- due to cancellation, delay of the connecting flight (only if the passenger ticket is issued on a single Carrier's letterhead), overflight of the boarding point;

### **ARTICLE 9.3 TRANSPORTATION OF TRANSIT AND TRANSFER PASSENGERS**

**9.3.1.** Transfer passengers are passengers who, in accordance with the air transportation agreement, arrive at an intermediate point on one flight and continue the flight on another flight of the same or another carrier. In this case, the transportation must be arranged as a single transportation, in one booking (PNR).

**9.3.2.** In the case of transfer transportation in different bookings (PNR), such a transfer is considered "hidden". The airline is not responsible to the passenger for the loss of the passenger's connection or baggage in the case of a "hidden" transfer.

**9.3.3.** Connecting time is the time between flights from 50 minutes to 24 hours for flights within Kazakhstan and from 60 minutes to 24 hours for flights to/from Kazakhstan to international destinations. Connecting flights for more than 24 hours is considered a stopover - "*stop over*".

**9.3.4.** Transportation of a passenger who, in accordance with the Passenger and Baggage Air Transportation Agreement, arrived at the transfer airport on one flight of QAZAQ AIR JSC, and then is transported on another flight of QAZAQ AIR JSC along the transportation route (hereinafter referred to as the transfer passenger), is carried out in accordance with these rules.

**9.3.5.** Transportation of a passenger who, in accordance with the Passenger and Baggage Air Transportation Agreement, arrived at the transfer airport on one flight of QAZAQ AIR JSC, and then is transported on another flight of another Carrier along the transportation route (hereinafter referred to as the transfer passenger), is carried out in accordance with interline agreements between Carriers or M2 Agreements.

**9.3.6.** An airline or Agent for booking and selling air tickets for air transportation when issuing a ticket to a passenger on a transit or transfer route:

1. Provides booking and confirmation of passenger transportation with a transfer at an intermediate airport from the transfer airport to the destination in accordance with the established minimum connecting time, allowing the passenger to arrive at the transfer airport for check-in at the set time.
2. Informs the passenger who is transferring or boarding the aircraft at an intermediate airport about the procedures that the passenger must perform for his further transportation to the destination.

**9.3.7.** When arranging for the transportation of transfer passengers, the Agent for booking and selling air tickets, as well as the check-in agent, is obliged to inform the passenger about the time spent at the intermediate airport, about the need to leave the aircraft at the transfer airport.

**9.3.8.** Informs the passenger about the requirements of the state authorities at the airport of transfer during international transportation,

- about the time of arrival at the airport of the transfer for passing administrative formalities before departure of the flight;
- about the procedures that must be performed at the transit or transfer point for further transportation to the destination;
- about the requirements of government agencies at transit or transfer points during international transportation.

**9.3.9.** Informs the passenger about the possibility of baggage handling as a transfer. The fact of concluding a contract of carriage confirms the transfer passenger's agreement that the transfer passenger has been informed about the conditions of the transfer carriage.

**9.3.10.** The transfer passengers and their baggage are processed at the airport of the initial departure by the service organization only if there is a confirmed reservation for the connecting flight. The check-in agent must clarify with the passenger the final destination of his trip, inform him about the arrival time of the flight at the transfer airport.

**9.3.11.** When connecting up to 24 hours, transfer baggage is processed to the final destination or to the transfer point, depending on the capabilities of the airport of departure / transfer and on the requirements of government authorities at the transfer point and/ or the passenger's desire.

**9.3.12.** If a passenger stops at the connecting airport for more than 24 hours, the passenger and his luggage are checked out only to the stopover point.

**9.3.13** At departure airports where it is technically possible to check-in to the final destination (through check-in), the passenger is given boarding passes along the entire route, and information is provided that the passenger and his baggage have been issued for transportation along the entire flight route (to the destination).

**9.3.14.** If there is a transfer baggage in excess of the free baggage allowance (oversized/heavy/excess) and a pass-through baggage rate, baggage transportation is paid at the pass-through baggage rate. A receipt for payment of excess baggage or EMD at the through baggage rate is issued along the entire passenger transportation route to the destination when connecting up to 24 hours.

**9.3.15.** The service organization is obliged to provide first of all the service of the transfer baggage and only after that the service of the baggage arriving at the destination. Transfer baggage must be loaded into the baggage compartments of the aircraft at the airport of departure last, so that the baggage is unloaded first at the transfer point.

#### **ARTICLE 9.4. SERVING PASSENGERS ON BOARD**

**9.4.1.** Passenger service on board an aircraft is an integral part of the range of services provided by the Airline to customers.

**9.4.2.** The main tasks of the aircraft passenger cabin staff are to ensure:

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

**9.4.3.** During the flight, passengers are provided with maintenance services on board the aircraft, taking into account the duration of the flight, time of day and other specific flight conditions.

**9.4.4.** In-flight maintenance consists of:

- informing
- provision of food and drinks for a fee when buying in-flight or pre-booking.
- provision of first aid (if necessary)

**9.4.5.** In order to ensure flight safety, smoking on board the aircraft, including electronic cigarettes, is prohibited regardless of the duration of the flight.

**9.4.6.** In order for the flight to take place in a safe and normal environment, the Passenger must follow all the recommendations of the staff on board, as well as comply with generally accepted standards of conduct, without violating the requirements of these Rules.

#### **ARTICLE 9.5. PASSENGER SERVICE ON ARRIVAL**

**9.5.1.** After arrival, the passenger is taken to the airport terminal, where the passenger receives its checked baggage. On an international flight, passengers undergo:

- passport control;
- customs inspection.

## **CHAPTER 10. TRANSPORTATION CONDITIONS FOR CERTAIN CATEGORIES OF PASSENGERS**

### **ARTICLE 10.1. TRANSPORTATION OF CHILDREN ACCOMPANIED BY ADULTS**

The age of the child is taken into account on the date of the start of transportation from the starting point of departure indicated in the transportation document.

**10.1.1** When applying for a passenger ticket and during the registration procedure for a child, you must present a document confirming the child's age. In case of non-compliance with the actual age of the child indicated in the ticket, the Airline has the right to refuse to transport him or to request a new ticket with a discount corresponding to the actual age of the child.

**10.1.2** A separate ticket is issued for each child, including a child under 2 years old (up to the age of 2), who does not occupy a seat. Transportation of children under the age of 2 (up to the age of 2) is made in the same booking with an accompanying adult passenger.

**10.1.3.** Transportation of children under the age of 12 (up to the age of 12) on international routes, up to 15 years old (up to the age of 15) on domestic routes (in Kazakhstan), it is allowed only in cases where there is a confirmed reservation on all sections of the route, as well as with a special SSR request confirmed by the Airline.

**10.1.4.** Booking of a cargo container for transporting a child from 2 to 12 years old (before the age of 12) on international routes, and from 2 to 15 years old (until the age of 15) on routes in Kazakhstan, it is carried out in the same service room as for an adult passenger, accompanied by a child.

**10.1.5.** Registration of transportation of children from 2 to 12 years old (up to the age of 12) on international routes, and from 2 to 15 years old (until the age of 15) for routes in Kazakhstan, it is recommended to make a single booking with an accompanying person if there is a single booking class. If two different bookings are being made for a child and an accompanying person, both bookings must include information about the accompanying person (booking number and ticket number) in the form of a remark or an OSI element.

**10.1.6.** Minor passengers under the age of 6 (under the age of 6) are transported only accompanied by an adult passenger.

**10.1.7.** The child must travel accompanied by a passenger aged 18 and over (parent, guardian or their authorized representative), who, in accordance with the legislation of the Republic of Kazakhstan, has acquired full legal capacity, capable of being responsible for him at all stages of the trip, including changing planes / flights, registration formalities, customs and border clearance, etc. The parents (adoptive parents, guardians, or guardians) or the person accompanying the child are responsible for complying with the laws of the country from or to which the transportation is carried out.

**10.1.8.** Each adult passenger has the right to carry only one baby with them without providing a separate seat. The second, third and other children traveling with the passenger are transported on tickets with payment according to the rules of fare application and provision of a separate seat.

**10.1.9.** Newborn babies are not allowed to be transported for 7 calendar days after birth.

## **ARTICLE 10.2. TRANSPORTATION OF UNACCOMPANIED CHILDREN AGED 6 TO 16 YEARS OLD**

**10.2.1.** Unaccompanied minor passengers are children on domestic and international flights between the ages of 6 and 16 (up to the age of 16) who travel without parents and are not entrusted to any of the passengers. Children under the age of 6 years are transported only when accompanied by an adult passenger.

**10.2.2.** Transportation of unaccompanied children is allowed only in cases where there is a confirmed reservation on all sections of the route, as well as with a special request confirmed by the Airline SSR: UMNR and SSR: CHLD.

**10.2.3.** An unaccompanied child must have with him exit/entry documents and other documents required by the legislation of the country to the territory from or through the territory of which transportation will be carried out. The parents (adoptive parents, guardians, or guardians) or the person accompanying the child are responsible for complying with the laws of the country from or to which the transportation is carried out. The legislation of States may contain restrictions on the independent movement of a child before reaching the age of majority. When planning an independent trip for a minor child, it is necessary to clarify at the embassy or consulate the requirements of the legislation of the country from the territory to or through the territory of which transportation is carried out.

**10.2.4.** Transportation of an unaccompanied child is carried out only after parents, adoptive parents, guardians or guardians have completed the application form for transportation of an unaccompanied child at the Airline's representative offices or at the check-in desk.

During international transportation, in addition to the passport, the "Agreement for the transportation of an unaccompanied child and the Declaration of Custody", a notarized consent of parents, adoptive parents, guardians or guardians is additionally required for the departure of a minor citizen of the Republic of Kazakhstan, indicating the time of departure and the state(s) he intends to visit.

**10.2.5.** Parents (adoptive parents, carers) or guardians fill out the application form for the transportation of an unaccompanied child, which contains detailed information about departure / arrival, the person accompanying / meeting, addresses, phone numbers, flight details. In order to complete the application form, you must present an identity document of the applicant and a document certifying the relationship between the child and the applicant (birth certificate, adoption certificate, document confirming the establishment of guardianship or guardianship).

**10.2.6.** If the accompanying person is not a parent (adoptive parent, trustee or guardian of the child) for transportation in Kazakhstan, in order to apply for transportation of an unaccompanied child, it is mandatory to have a notarized Application with the Consent of the parents (adoptive parents, trustees) or guardians, allowing the person accompanying the minor citizen to submit any applications, receive any documents, sign and perform all actions and formalities indicating the time of departure and the city (cities) that the child intends to visit.

International transportation additionally requires the notarized consent of parents, adoptive parents,

guardians or guardians for the departure of a minor citizen of the Republic of Kazakhstan, indicating the time of departure and the state(s) he intends to visit.

**10.2.7.** Unaccompanied minors are not accepted for transportation between 11 p.m. and 6 a.m. in accordance with paragraph 5 of Article 36 of the Law of the Republic of Kazakhstan dated August 8, 2002, "On the Rights of the Child in the Republic of Kazakhstan." A ticket for an unaccompanied child may be issued for flights operated by the Airline, provided that the destination is reached no later than

11 p.m. and no earlier than 6 a.m. Unaccompanied children are not permitted to remain on board flights operating at night between 11 p.m. and 6 a.m.

**10.2.8.** The year of the child's birth must be indicated on the passenger ticket and booking. The child's accompanying person must present to the Airline at the time of purchase of the ticket and upon registration a document confirming the child's age - a birth certificate. The age of the unaccompanied child is determined on the day of the start of transportation from the departure airport. The airline has the right to check the child's age.

**10.2.9.** Unaccompanied children are transported only on regular flights of QAZAQ AIR QAZAQ AIR, on a direct route. Unaccompanied children are not allowed on transfer flights.

**10.2.10.** The child is accepted for transportation if:

- The parents/guardians or their legal representatives deliver the child to the airport on time for check-in and all necessary formalities and remain at the airport until the aircraft takes off;
- parents/guardians or their legal representatives arrive at the airport to meet the child at the actual arrival time of the flight;
- The child follows a direct route in one direction or back and forth.
- The transportation of an unaccompanied child has been paid for in accordance with the applicable rules and tariffs.
- The parents/guardians or their legal representatives have provided all the necessary documents for presentation to the relevant authorized authorities.
- there is a confirmed booking and a confirmed SSR request for the entire route.

**10.2.11.** Each unaccompanied child is provided with a separate seat and is allowed free baggage transportation according to the rate established by the rules of the applicable fare.

**10.2.12.** Booking of transportation of an unaccompanied child is made 5 calendar days before the flight departure. For an unaccompanied child under the age of 16, a prerequisite for transportation is the presence of a confirmed SSR UMNR message in the booking.

**10.2.13.** Unaccompanied children are registered only at the airport check-in desk in the presence of the child's parent (guardian). Unaccompanied children cannot be registered online.

**10.2.14.** An unaccompanied child is boarded by an Airline representative or an authorized agent prior to boarding passengers, and is placed under the direct supervision of a flight attendant. Upon arrival of the flight at the destination, an Airline representative or an authorized agent meets the unaccompanied child, accepts the accompanying documents from the flight attendant, accompanies the child and hands him and the documents to the welcoming person.

**10.2.15.** When transporting unaccompanied children, representatives of Airlines/ authorized agents and flight attendants ensure constant control over an unaccompanied child from the moment of acceptance from his parents until the child is handed over to the welcoming persons at the destination.

**10.2.16.** The Airline reserves the right to refuse transportation of unaccompanied children in case of non-compliance with the relevant rules for the transportation of unaccompanied children.

**10.2.17.** Transportation of unaccompanied minors is carried out in accordance with the Ground Handling Manual of QAZAQ AIR JSC.

### **ARTICLE 10.3. TRANSPORTATION OF UNACCOMPANIED MINORS AGED FROM 16 TO 18 YEARS**

**10.3.1.** Minors independently conclude an Air Transportation Agreement with the consent of their legal representatives (consent is notarized), otherwise the presence of parents of adoptive parents and guardians is required when concluding an air transportation contract. The form of such consent must correspond to the form that is established by law for a transaction made by a minor.

**10.3.2.** Children from 16 to 18 years old (up to the age of 18) are allowed to travel within the Republic of Kazakhstan unaccompanied as an adult passenger MR, MRS in the presence of a passport or ID card, provided they arrive at their destination no later than 23.00 hours and no earlier than 06.00 in the morning. A notarized consent of parents, adoptive parents, guardians or guardians for transportation and an application for transportation of an unaccompanied child for transportation of minors aged 16 to 18 years (under the age of 18) within the Republic of Kazakhstan is not required.

For international travel, children aged 16 to 18 (before reaching the age of 18) must have, in addition to a passport, a notarized consent form from their parents, adoptive parents, guardians, or custodians for the minor citizen of the Republic of Kazakhstan to travel abroad, indicating the duration of the trip and the country (countries) they intend to visit.

The legislation of States may contain restrictions on the independent movement of a child before reaching the age of majority. When planning an independent trip for a minor child, it is necessary to clarify at the embassy or consulate the requirements of the legislation of the country from the territory to or through the territory of which transportation is carried out.

**10.3.3.** Minors are not accepted for transportation between 11 p.m. and 6 a.m. in accordance with paragraph 5 of Article 36 of the Law of the Republic of Kazakhstan dated August 8, 2002, “On the Rights of the Child in the Republic of Kazakhstan.” Tickets for minors aged 16 to 18 (before reaching the age of 18) may be issued for flights operated by the Airline, provided that the destination is reached no later than 11 p.m. and no earlier than 6 a.m.

**10.3.4.** Minors must carry valid exit/entry documents and other documents required by the legislation of the country to which, from which, or through which they will be transported.

**10.3.5.** Minors aged 16 to 18 (before reaching the age of 18) are issued tickets at the affordable adult fare.

## **ARTICLE 10.4. TRANSPORTATION OF DISABLED AND SICK PASSENGERS**

### **ARTICLE 10.4.1. GENERAL PROVISIONS**

**10.4.1.1.** The passenger is obliged to determine the possibility of using air transport based on his state of health.

**10.4.1.2.** The passenger is not expected to sign documents claiming responsibility for damage to health or death that may occur during the flight.

**10.4.1.3.** These categories of passengers are defined in the booking system by standard special service codes:

- WCHR – sick or disabled passengers who can board a plane and walk to their seat, but who require a wheelchair in the section from/ to the plane.
- WCHS - sick or disabled passengers who need a wheelchair in the section from / to the aircraft, who need to be lifted / lowered down the ramp, but the passenger can independently walk to the seat in the cabin.
- WCHC – sick or disabled passengers who require a wheelchair if the passenger is unable to move independently. A wheelchair is required to/from the aircraft, the passenger must be lifted up and lowered down the ramp and transported to the seat on the plane.
- DEAF – the passenger is hard of hearing/deaf. Additionally, it is indicated whether a guide dog is accompanied.
- BLND – the passenger is visually impaired /blind. Additionally, it is indicated whether a guide dog is accompanied.

- MEDA - a medical case (medical examination is required). It is not used for passengers with limited mobility who require special services.
- DPNA - passenger with mental and developmental disabilities
- OXYG - during the flight, the passenger needs oxygen for medical purposes

**10.4.1.4.** The airline may refuse to transport a passenger or to continue it if the passenger's health condition may pose a threat to the safety of other passengers and their property, aircraft or crew. The airline may refuse transportation, cancel a reservation, or remove passengers from the aircraft for health reasons:

- those who have tickets in their hands without a confirmed reservation, there is no agreement on the provision of special services along the entire transportation route;
- if, for technical or medical reasons, it is impossible for the passenger to perform the necessary services on board the aircraft, at the airport of departure and/or destination;
- which may become a source of infection or inconvenience for other passengers;
- transportation of which, even with the adoption of precautionary measures, may cause danger to themselves or other persons and property.;
- if a passenger with special indications (category MEDA) does not have a medical certificate.;
- unable to take care of themselves without assistance (provided there is no accompanying person).

**10.4.1.5.** The number of passengers with disabilities, including those with limited mobility, on a flight should not exceed the number of cabin crew members (flight attendants) necessary to assist these passengers in case of evacuation from the aircraft.

**10.4.1.6.** The airline has the right to refuse transportation to a passenger with disabilities or a sick passenger if he needs special equipment and equipment in flight that do not have the appropriate certificates for use on board the aircraft.

**10.4.1.7.** Sick passengers, or passengers with reduced mobility, and their accompanying persons must be seated before the other passengers. Sick passengers, passengers with reduced mobility, and their accompanying persons are the last to disembark.

**10.4.1.8.** Sick passengers and passengers with disabilities are accommodated on board the aircraft in places designated for each type of aircraft of the Airline in accordance with the applicable regulatory documents of the Airline. It is not allowed to place sick passengers, passengers with disabilities, or passengers with limited mobility due to medical, age, or other obvious factors in places near emergency exits.

When accommodating sick passengers and passengers with disabilities in the cabin, it is necessary to take into account the specifics of transportation. The places that will be allocated to them should:

- do not interfere in case of emergency evacuation;

- do not obstruct free access to emergency exits.

Accompanying persons are provided with seats next to sick passengers and passengers with disabilities.

**10.4.1.9.** In order to ensure the appropriate conditions of air transportation, passengers are required to inform at the time of booking about their existing disability, as well as about the overall, weight and other characteristics of individual vehicles (including the availability and technical characteristics of batteries) carried on board the aircraft.

**10.4.1.10.** In order to organize the transportation of a passenger with limited mobility, a passenger accompanied by a guide dog, a passenger with an infectious disease, and the preparation of necessary equipment and assistance, it is recommended that the SSR element for the transportation of such a passenger be included in the booking as early as possible, no later than 5 calendar days before the flight departure. Tickets are issued only after receiving confirmation of a special request from the Airline upon confirmed booking.

**10.4.1.11.** A medical certificate is required for those passengers who need special assistance at the airport of departure / arrival, on board the aircraft. The medical certificate confirms the possibility of a sick passenger to make a flight without danger to his health and that there is no need for special medical care during the flight. The issued certificate must be valid on the date of departure of the flights. In case of serious deterioration of the health condition during the period of validity of the medical certificate for a certain flight, a new certificate is required. Sick passengers with diseases in which air transportation is contraindicated according to a medical opinion are not allowed to be transported.

## **ARTICLE 10.5. CONDITIONS FOR DISABLED AND SICK PASSENGERS TRANSPORTATION**

**10.5.1.** Passengers in wheelchairs are transported with or without an accompanying person under the supervision of the Airline in agreement with the Airline upon confirmed booking.

**10.5.2.** Passengers who are visually impaired (hearing impaired) are transported with an accompanying person or accompanied by a guide dog or unaccompanied under the supervision of the Airline in agreement with the Airline upon confirmed booking.

**10.5.3.** The airline does not carry out transportation of the patient on a stretcher due to the lack of technical capabilities of the aircraft.

**10.5.4.** Transportation of a sick MEDA passenger is possible only upon presentation of a medical report signed by a doctor, containing permission for transportation by air and specifying special requirements for the conditions of carriage of such passenger, as well as on condition that the Airline can ensure that such special requirements are met during transportation. Passengers of the MEDA category who need special assistance at the departure/ arrival airport are transported with an accompanying person on board the aircraft.

**10.5.5.** Transportation of a passenger declared legally incompetent is carried out at the request of parents, adoptive parents or guardians and accompanied by an adult passenger who is able to ensure the safety of the incapacitated passenger and the safety of others in agreement with the Airline upon confirmed booking.

**10.5.6.** A child with a disability under the age of 18 (under the age of 18) is accepted for transportation only with an accompanying person (parent/guardian or legal representative) in agreement with the Airline upon confirmed booking.

**10.5.7.** A person with mental disorders is accepted for transportation only if accompanied by a person who has sufficient physical strength and is prepared to apply, if necessary, measures of influence on the accompanied person. Transportation is carried out by agreement with the Airline only upon confirmed booking.

**10.5.8.** An accompanying person providing care for a passenger in flight is required for a passenger with a mental disability/intellectual disability who has difficulty understanding the instructions of crew members, orientation in the surrounding reality, control of their behavior, and requires constant supervision and care, medical assistance, hygiene and toilet manipulation. Transportation is carried out by agreement with the Airline only upon confirmed booking.

**10.5.9.** Passengers who are capable of self-service, including independent movement, including with the help of auxiliary technical means and/or with minor assistance from others, communication, orientation, understanding of instructions and recommendations of crew members, are accepted for unaccompanied transportation in agreement with the Airline upon confirmed booking. If there is no accompanying person specified in the booking at the check-in stage, in cases where the presence of an accompanying person is mandatory, the passenger is not allowed to be transported.

**10.5.10.** In order to provide services on request in a timely manner, disabled passengers must arrive at the departure airport in advance of check-in.

**10.5.11.** When transporting persons with disabilities and people with limited mobility, an authorized agent accompanies them to/from the aircraft(s).

**10.5.12.** The boarding of sick passengers (persons with disabilities) and their accompanying persons into the aircraft must be carried out before the main part of the passengers land. Disembarkation of sick passengers (persons with disabilities) and their accompanying persons is carried out last.

**10.5.13.** For sick passengers and passengers with disabilities, medicines, wheelchairs, and crutches are transported free of charge and are not included in the free baggage allowance. In the passenger cabin of an aircraft, it is allowed to transport folding wheelchairs used by passengers, the weight and dimensions of which allow them to be safely placed in the cabin of an aircraft on a shelf above the passenger seat or under the seat in front of the passenger seat.

**10.5.14.** Medical supplies and medicines that are vital to the passenger and carried by him as hand luggage must comply with the standards for the dimensions of hand luggage and be accompanied by medical documentation and an appropriate medical certificate confirming the passenger's need to use these funds.

## **ARTICLE 10.6. FEATURES OF TRANSPORTING PASSENGERS WITH CHILDHOOD AUTISM, ASPERGER SYNDROME, AND ATYPICAL AUTISM**

**10.6.1.** Pre-booking of passengers with childhood autism, Asperger's syndrome, and atypical autism is a prerequisite for transportation.

**10.6.2.** When transporting passengers with childhood autism, Asperger's syndrome, or atypical autism, after carrying out the appropriate check-in procedures, an Airline representative or an authorized agent accompanies them to the aircraft.

**10.6.3.** Boarding of passengers with childhood autism, Asperger's syndrome, atypical autism and accompanying persons on board the aircraft is carried out first of all before the announcement of boarding of the main part of passengers and disembarkation is carried out last.

**10.6.4.** In order to confirm the diagnosis of childhood autism, Asperger's syndrome, and atypical autism, the conclusion of the medical advisory commission is provided, approved by Order of the Acting Minister of Health of the Republic of Kazakhstan dated October 30, 2020 No. KR DSM -175/2020 "On approval of forms of accounting documentation in the field of healthcare" (registered in the Register of State Registration of Regulatory Legal Acts No. 21579) forms No. 026/y.

#### **ARTICLE 10.7. FEATURES OF TRANSPORTATION OF VISUALLY IMPAIRED AND BLIND, HEARING IMPAIRED AND DEAF PASSENGERS**

**10.7.1.** A passenger with visual impairment can be transported with an accompanying person, accompanied by a guide dog, or without an accompanying person under the supervision of the Airline.

**10.7.2.** Pre-booking of transportation of passengers without vision is a prerequisite for transportation.

**10.7.3.** Transportation of a passenger with visual impairment accompanied by a guide dog can be carried out upon presentation to the Airline or an authorized agent of a document confirming the date of the passenger's disability, a veterinary certificate and a certificate of its special training must be submitted to the guide dog. A guide dog traveling with a blind or visually impaired passenger is allowed to be transported free of charge in the passenger cabin of the aircraft in excess of the free baggage allowance. Guide dogs traveling with a visually impaired passenger are transported without a cage. The guide dog must have a collar and muzzle and be tied to a chair at the feet of the passenger it is accompanying.

**10.7.4.** Visually impaired or blind passengers board the aircraft first before the main part of the passengers is announced and disembark from the aircraft last.

**ARTICLE 10.8. FEATURES OF WHEELCHAIR PASSENGER TRANSPORTATION**

**10.8.1.** Passengers in wheelchairs who are able to move around the cabin independently (categories WCHR, WCHS) can be transported both with an accompanying person and unaccompanied under the supervision of the Airline.

**10.8.2.** Advance booking of transportation of passengers with reduced mobility is a prerequisite for transportation.

**10.8.3.** Upon check-in, a passenger in a wheelchair of the WCHR or WCHS category is provided with a seat specially designated for this category of passengers on board the aircraft, depending on the aircraft layout. For comfortable accommodation of a passenger with a disability, if there are available seats, the adjacent seat is left vacant. The accompanying passenger is provided with a seat at check-in in close proximity to the accompanied passenger with a disability.

**10.8.4.** A wheelchair is transported in the baggage compartment of the aircraft, free of charge, in excess of the established free baggage allowance. The wheelchair must be collapsible and not exceed the dimensions (when folded): 150\*50 cm.

**10.8.5.** Wheelchair passenger services are provided. Delivery to the aircraft and to the airport from the aircraft is carried out through airport medical centers.

**10.8.6.** Special wheelchairs available at airport medical centers/services/organizations are used to transport sick passengers around the cabin on board the aircraft.

**10.8.7.** Depending on the type of control, the following types of wheelchairs are distinguished. The following encoding is used to indicate them:

<b>Code</b>	<b>Description</b>
WCBD	Electric powered wheelchair (powered by dry batteries)
WCBW	Electric powered wheelchair (powered by liquid batteries)
WCMP	Manual wheelchair
WCLB	Wheelchair with lithium ion batteries

**10.8.8.** Wheelchairs powered by electric batteries are accepted for transportation in accordance with the IATA and ICAO regulations on the transportation of dangerous goods.

**ARTICLE 10.9. SPECIAL FEATURES OF TRANSPORTING PASSENGERS WITH A CAST ON THEIR LEG/ARM**

**10.9.1.** Passengers with a cast on their leg/arm are accepted for transportation with or without an accompanying person under the supervision of the Airline in agreement with the Airline.

**10.9.2.** Advance booking of transportation is a prerequisite for transportation. Transportation is subject to prior agreement with the Airline upon confirmed booking and confirmed special SSR request.

**10.9.3.** Crutches are transported free of charge and are not included in the free baggage allowance.

**10.9.4.** Passengers who have their entire leg/ arm in a cast and cannot bend a limb at the knee / elbow; both legs / arms; or create obstacles to free movement along the aisle and access to emergency exits, or create discomfort for a passenger sitting next to them, must purchase 1 (one) additional seat so that they can be during the flight. in a comfortable position to reduce swelling. Passengers who have a limb in a cast up to the knee / elbow do not interfere with free movement along the aisle and access to the emergency exit and do not create discomfort for a passenger sitting next to them. It is not necessary to purchase an additional seat.

**10.9.5.** The plaster must be applied at least 24 hours before departure, as sealing the cabin can lead to increased swelling of the leg and deformation of the plaster.

When booking

**10.9.6.** For a passenger with a cast on his leg(s), the agent enters SSR at the time of booking: LEGB – both legs in plaster;  
LEGR – right leg in a cast;  
LEGL – left leg in a cast;

**10.9.7.** Passengers with a cast on their leg will be seated in the cabin:

LEGL – seat on the right side of the aisle

LEGR – seat on the left side of the aisle

#### **ARTICLE 10.10. TRANSPORTATION OF PASSENGERS WHO NEED MEDICAL OXYGEN FOR MEDICAL PURPOSES**

**10.10.1.** Pre-booking of transportation of passengers who need to be provided with medical oxygen for medical purposes is a prerequisite for transportation. Transportation is subject to prior agreement with the Airline upon confirmed booking and confirmed special SSR request.

**10.10.2.** Booking and registration of transportation for a passenger with oxygen cylinders is carried out with simultaneous registration of transportation for an accompanying adult. The SSR element is added to the booking in order to coordinate with the Airline for oxygen transportation.

**10.10.3** In order to organize the transportation of a sick passenger or a passenger with a disability, and to prepare the necessary equipment and assistance, the Passenger Air Transportation Sales Agent is recommended to include the SSR element for the transportation of such a passenger in the booking as early as possible, no later than 5 calendar days before the flight departure.

**10.10.4.** If a sick passenger needs oxygen on board for medical purposes, it is allowed to transport small cylinders with gaseous oxygen weighing up to 5 kg, provided that such a patient follows with an accompanying person and oxygen transportation is pre-agreed with the Airline (a special request was confirmed in the booking (MEDA OXYG)). Cylinders with liquid oxygen are not accepted for transportation. The oxygen cylinder must have the marking and number assigned to this equipment. Cylinders, screws, and regulators must be protected from damage that may lead to spontaneous discharge. In case of transportation of two or more cylinders, a special container with separately fixed cylinders is required. Each balloon must have a mask attached. The passenger or accompanying person must have with them a corresponding written permission indicating the number of the oxygen cylinder and the time limits allowing the transportation of this equipment in the cabin of the aircraft. The use of the oxygen tank is monitored by an accompanying person.

#### **ARTICLE 10.11. TRANSPORTATION OF PREGNANT WOMEN**

**10.11.1** Pregnant women with a pregnancy period of up to 22 weeks are transported without providing a medical certificate for the flight.

**10.11.2.** Pre-booking the transportation of a pregnant woman with a period of more than 22 weeks is a prerequisite for transportation.

**10.11.3.** Pregnant women with a gestation period of 22 to 34 weeks inclusive for single pregnancies and 22 to 32 weeks inclusive for multiple pregnancies may be accepted for carriage only if they are in satisfactory health, which must be confirmed by a certificate from a medical organization stating the gestational age, state of health, and absence of contraindications to air travel on the date of the flight specified in the ticket.

**10.11.4.** Pregnant women whose gestation period exceeds 34 weeks with a singleton pregnancy, and with multiple pregnancies - no more than 32 weeks, provide an opinion to the medical advisory commission approved by Order of the Acting Minister of Health of the Republic of Kazakhstan dated October 30, 2020 No. KR DSM- 175/2020.

"On approval of forms of accounting documentation in the field of healthcare" (registered in the Register of State Registration of Regulatory Legal Acts for No. 21579) form No. 026/u on the state of one's health, which is allowed from registration by a medical organization no earlier than 30 calendar days before the start of transportation. The medical report indicates the duration of pregnancy and provides confirmation that the pregnancy is proceeding without complications, as well as there are no contraindications to air transportation on the date of the flight indicated on the ticket.

The validity period of the report is 30 days.

**10.11.5.** The airline refuses to transport pregnant women even if there is an opinion of the medical advisory commission approved form No. 026/y, if the due date is expected in the next 7 calendar days.

**10.11.6.** Postpartum women and newborn babies are not allowed to be transported during the first 7 calendar days after the birth of the child.

**10.11.7.** In order to transport children born prematurely during multiple pregnancies, the children's parents or accompanying adults must present a medical certificate for each child, which confirms the possibility of transporting the child by air.

**ARTICLE 10.12. TRANSPORTATION OF DEPORTED PASSENGERS AND THOSE ADMINISTRATIVELY EXPELLED FROM THE REPUBLIC OF KAZAKHSTAN**

**10.12.1.** Passengers arriving in the Republic of Kazakhstan, departing from the Republic of Kazakhstan or following transit/transfer with boarding on the territory of the Republic of Kazakhstan, as well as baggage and cargo imported into and exported from the Republic of Kazakhstan, are subject to passport, customs and other rules established in accordance with the legislation of the Republic of Kazakhstan.

**10.12.2.** When passing through border, customs, sanitary-quarantine, veterinary, phytosanitary and other types of control, the passenger and the shipper (consignee) are obliged to comply with the laws and other regulatory documents and comply with the requirements of the relevant competent state control authorities of the country from (to) which or through whose territory the passenger, baggage and cargo are transported by air, regarding compliance with aviation security requirements, customs, sanitary quarantine, immigration, veterinary, phytosanitary, as well as currency and other types of control.

**10.12.3.** The regulation of the relationship between the state control authorities and the passenger, the shipper (consignee), arising in connection with the international air transportation of passengers, baggage and cargo, is solely the responsibility of the passenger, the shipper (consignee) and is not the responsibility of the Airline.

**10.12.4.** A passenger, in respect of whom a decision has been made on the undesirability of staying in the Republic of Kazakhstan, is obliged to leave the Republic of Kazakhstan in accordance with the procedure provided for by law. A passenger who has not left the territory of the Republic of Kazakhstan within the prescribed period is subject to deportation. Deportation consists in the forced expulsion of a foreign citizen (stateless person) from the Republic of Kazakhstan in the event of loss or termination of the legal grounds for his further stay (residence) in the Republic of Kazakhstan.

**10.12.5.** The deportation of foreign citizens is carried out by the migration service bodies in cooperation with the internal affairs bodies, as well as with other executive authorities and their territorial bodies within their competence.

**10.12.6.** If the competent state authorities oblige the Airline to return to the airport of departure or to another airport a passenger who has been refused entry to the country of destination, transfer or transit, the passenger or the organization that issued his invitation is obliged to reimburse the Airline for all costs incurred in connection with this transportation.

**10.12.7.** The passenger is also obliged to reimburse the Airline for other expenses (payment of a fine, deposit) incurred by the Airline in connection with the refusal of entry of this passenger to the country of destination, transfer or transit. The Airline has the right to claim damages and to pay for the payment of the appropriate fare and reimbursement of all costs related to the deportation of this passenger at the request of the competent authorities, any amounts paid by the passenger or the organization that issued the Passenger for unused transportation, or any other amounts paid by the passenger or the organization that paid for the transportation, and available to the Airline.

**10.12.8.** The airline has the right to information regarding the reasons for the expulsion, as it is

responsible and obligated to ensure the safety of its passengers, and therefore may:

- insist that the persons being deported be accompanied by representatives of authorized bodies who have tickets purchased at the current rate;
- do not accept deportees for transportation on their flights.

**10.12.9.** If the state authorities oblige the Airline to return the deported Passenger to the point of departure or to another point, the Passenger or the departing organization is obliged to reimburse the Carrier for all costs incurred in connection with this transportation.

**10.12.10.** The deportees are accommodated in the rear of the cabin. If the deported passenger is accompanied by guards, the guards are provided with seats next to the deported person.

**10.12.11.** It is forbidden to place deportees near emergency exits and rescue equipment.

**10.12.12.** Boarding of the specified persons is carried out before boarding passengers, disembarkation is the last step.

### **ARTICLE 10.13. TRANSPORTATION OF PASSENGERS DENIED ENTRY INTO THE COUNTRY**

**10.13.1.** Transportation of passengers who are denied entry to the territory of a foreign state and the Republic of Kazakhstan (unauthorized Passengers) is carried out in accordance with international legislation in the field of Civil aviation.

**10.13.2.** For unauthorized passengers who arrived on an Airline flight and were not allowed to enter the country due to lack of a visa, expired passport, etc., or for whom the competent state authorities decided to deport from the country, the authorized authorities draw up a "Deportation Act".

**10.13.3.** The excluded passenger is responsible for reimbursing all expenses of the Airline (and other participating outbound carriers, if any) related to return transportation, accommodation and meals at the point of refusal of entry and transfer points on the return route.

**10.13.4.** The Airline has the right to pay the expenses incurred in any amounts contributed by the passenger or the organization that issued the passenger, which are at the disposal of the Airline, in particular, the amounts contributed to the payment for air transportation and other services of the Airline.

**10.13.5.** The registration of a ticket that is not allowed into the country or a passenger who has been deported is carried out on the basis of a "Deportation Act" in accordance with the Airline's technologies.

**10.13.6.** Passengers who are not allowed to enter are accommodated in the rear of the cabin. If the deported passenger is accompanied by guards, the guards are provided with seats next to the deported person.

**10.13.7.** Passengers who are not allowed to enter must not be placed near emergency exits and rescue equipment.

**10.13.8.** Boarding of the specified persons is carried out before boarding passengers, disembarkation is the last step.

#### **ARTICLE 10.14. SERVICE FOR DIPLOMATIC COURIERS AND THEIR LUGGAGE**

**10.14.1.** Diplomatic couriers carry diplomatic mail in the cabin of the aircraft and are required to:

- have and present, at the request of the Carrier, a document confirming his special powers as a person accompanying the diplomatic mail;
- be responsible for the packaging and processing of diplomatic mail in accordance with the requirements of relevant international conventions and the requirements of government agencies at departure, destination, and transfer points.;
- responsible for the preservation of diplomatic mail during ground operations.

**10.14.2.** Registration of the carriage of diplomatic mail in the cabin of an aircraft accompanied by a diplomatic courier can be carried out with a separate ticket or a receipt for different fees for paid baggage and payment is made in accordance with the rules for the carriage of paid baggage.

**10.14.3.** When carrying diplomatic mail with a passenger ticket specially designed for this purpose, the mail is carried in a passenger seat if its weight does not exceed 75 kilograms. If this weight limit is exceeded, two or more tickets may be issued for the carriage of diplomatic mail and, accordingly, two or more seats may be occupied.

### **CHAPTER 11 TRANSPORTATION OF BAGGAGE AND HAND LUGGAGE**

#### **ARTICLE 11.1. GENERAL PROVISIONS**

**11.1.1.** "Baggage" means personal belongings of a passenger or crew members carried on an aircraft in agreement with the Carrier. The term "Baggage" is understood as checked (carried in the baggage compartment of an aircraft followed by a passenger) and unregistered (carried by a passenger in the cabin of an aircraft under his own responsibility).

**11.1.2.** At check-in, the Passenger is required to present all items they carry for weighing.

**11.1.3.** When the aircraft is fully commercially loaded, the Carrier has the right to restrict the Passenger's reception or refuse to carry baggage in excess of the established norm. In this case, the maximum permitted sanitary baggage allowance is no more than 32 kg per adult passenger.

**11.1.4.** The Carrier has the right to refuse to transport the Passenger's belongings if the weight, dimensions, number of seats, contents or packaging do not meet the requirements of these Rules.

**11.1.5.** Checked baggage is carried on the same aircraft as the passenger. If such transportation is not possible for any reason, the Carrier must transport the checked baggage on its next subsequent or preceding flight.

**11.1.6.** The baggage of a Passenger who did not show up for boarding after check-in, as well as the baggage and hand luggage of a transit Passenger who did not show up for boarding, are subject to mandatory removal from the aircraft.

**11.1.7.** The passenger is responsible for the carriage of items in the baggage that are prohibited for carriage or delivered for carriage without observing the requirements and conditions of carriage established by these Rules.

## **ARTICLE 11.2. RIGHT TO BE INSPECTED**

**11.2.1.** For security reasons and/or at the request of authorized authorities, the Carrier may require Passengers to undergo an inspection of the Passengers themselves and/or their Luggage (using infrared rays or other technology). If a Passenger is absent, his Baggage can be scanned or searched in his absence in order to check, in particular, whether it contains any items prohibited for carriage. If a passenger refuses to be searched, the Carrier may refuse to transport the Passenger and his Baggage. If the scan damages the Baggage or its contents, or causes damage to it, the Carrier is not responsible for such damage, except if the damage is caused by intentional unlawful actions of the Carrier.

## **ARTICLE 11.3. RIGHT TO REFUSE TO TRANSPORT BAGGAGE**

**11.3.1** The Carrier has the right, for safety reasons, to refuse to transport or continue transporting the Passenger's Baggage if the Baggage contains any items prohibited for transport as listed in the legislation of the Republic of Kazakhstan, or if the Passenger refuses to comply with the Carrier's rules. The Carrier shall not be liable for ensuring the safety of Baggage and/or items that the Passenger has been refused to carry.

**11.3.2** The carrier has the right, for reasons of safety, hygiene or due to technical necessity, to refuse to carry any items incompatible with air transportation due to their size, shape, weight, contents, configuration or nature, or to refuse to continue their transportation if these items are found during the journey. The Carrier is not responsible for ensuring the safety of Baggage and/or items that have been refused transportation to the Passenger.

**11.3.3** The Carrier has the right to refuse to carry Baggage for which the Passenger refuses to pay a tariff surcharge, according to the Rules.

(b). The carrier is not responsible for ensuring the safety of Baggage and/or items that have been refused transportation to the passenger.

(d) The carrier refuses to transport animals for which there are no documents required for travel in accordance with the applicable rules.

(e) The Carrier has the right to refuse to carry Baggage in the cargo hold that has not been handed over to the Carrier by the Passenger before the Check-in Deadline, in accordance with the conditions specified in this regulation.

## **ARTICLE 11.4. REQUIREMENTS FOR BAGGAGE AND CARRY-ON BAGGAGE CONTENTS**

**11.4.1** In order to ensure aviation safety and flight safety, they are not accepted for carriage as baggage:

a) items and substances, the transportation of which is prohibited by the law of the Republic of Kazakhstan and Government resolutions, rules and regulations of state bodies of the Republic of Kazakhstan, including those specified in the Order of the Acting Minister of Industry and Infrastructure Development of the Republic of Kazakhstan dated July 27, 2023 No. 548

"On approval of the List of dangerous substances and objects, as well as all types of drugs prohibited for passengers to be transported on civil aircraft", international documents in the field of civil aviation, international agreements of the Republic of Kazakhstan, documents of state bodies of any country to, from or through the territory of which transportation is carried out;

b) Explosives, explosive devices and objects filled with them; c) Compressed and liquefied gases;

d) Flammable liquids;

e) Flammable solids;

f) Oxidizing substances and organic peroxides; g) Toxic substances; h) Radioactive materials;

i) Caustic and corrosive substances; k) Poisonous and poisonous substances; l)

Firearms, cold and gas weapons; m) Toxic substances;

h) Other materials and substances that can be used as a weapon of attack on passengers, aircraft crew, as well as endangering aircraft flight.

o) Transportation of small vehicles for personal transportation (monowheels, segways/mini-segways, hoverboards, gyrocutters) powered by lithium batteries is prohibited as checked baggage and hand luggage. Transportation of these funds is possible only if the lithium battery is removed from the device, and all conditions for transporting lithium batteries as baggage must be met.

n) Biomaterials, blood or its constituent ingredients

A detailed list of dangerous substances and items prohibited for carriage on board an aircraft by crew members and passengers is contained in the Technical Instructions for the Safe Carriage of Dangerous Goods by Air (ICAO Doc 9284 AN/905) and the Rules for the Carriage of Dangerous Goods (IATA).

**11.4.2.** Products and substances that can be transported in limited quantities as passenger checked baggage carried in aircraft baggage compartments with isolated passenger access to baggage during flight:

a) crossbows, spearfishing rifles, checkers, sabers, cleavers, scimitars, broadswords, swords, swords, bayonets, daggers, knives: hunting knives, knives with ejectable blades, with locking locks, imitators of any type of weapon;

b) household knives (scissors) with a blade length exceeding 60 mm;

c) alcoholic beverages containing more than 24% but not more than 70% alcohol by volume in containers with a capacity of not more than 5 liters, in containers intended for retail trade - not more than 5 liters per passenger;

d) aerosols intended for use in sports or household purposes, the exhaust valves of which are protected by caps from spontaneous release of contents in containers with a capacity of not more than 0.5 kg or 500 ml - not more than 2 kg or 2 liters per passenger.

In items carried by passengers and/or hand luggage:

- a) Medical thermometer - one per passenger;
- b) Mercury tonometer in a standard case - one per passenger;
- c) A mercury barometer or pressure gauge packed in an airtight container and sealed with the sender's seal, only with the permission of the Airline;
- d) Disposable lighters - one per passenger;
- e) Dry ice for cooling perishable products - no more than 2.5 kg per passenger; f) 3% hydrogen peroxide - no more than 100 ml per passenger;
- g) Liquids, gels and aerosols (this restriction applies to water and other beverages, soups, syrups; creams, lotions and oils; perfumes; sprays; gels, including hair and shower gels; contents of cans, including shaving foam, other foams and deodorants; pastes, including toothpastes; mixtures liquid and solid substances; ink; any other similar substances) classified as non-hazardous: in containers with a capacity of not more than 100 ml (or an equivalent capacity in other units of volume), packed in a securely sealed transparent plastic bag with a volume of not more than 1 liter - one package per passenger. These packages must be equipped with a special zipper. An exception for transportation is baby food, necessary for the child during the flight, medicines necessary during the flight (however, when passing the inspection, the passenger should keep in mind that he will be asked to prove the necessity of these items and substances in flight);
- h) liquids purchased at duty-free shops at the airport or on board the aircraft must be packed and securely sealed in a plastic bag that provides identification of access to the contents of the package during the flight, which has reliable confirmation that this purchase was made at airport duty-free shops or on board aircraft on the day(s) of the trip.

The airline has the right to decide on the introduction of additional measures to ensure aviation safety on high-risk flights, as a result of which it prohibits the carriage of the following items in the cabin: corkscrews; needles for subcutaneous injections (unless a medical justification is provided); knitting needles; scissors with a blade length of less than 60 mm; folding (without a lock) travel knives, pocket knives with a blade length of less than 60 mm.

#### **11.4.3. Products and substances that can be transported as passenger baggage with the permission of the Airline:**

- a) Small cylinders (gross weight up to 5 kg) with gaseous oxygen or air, necessary for medical purposes. The airline has the right to request a medical certificate confirming the need to use the above items.;
- b) Wheelchairs or other battery-powered mobile devices intended for use by passengers whose mobility is limited either by disability, health or age, or temporary mobility problems (for example, a broken leg), equipped with non-spillable liquid batteries or nickel-metal hydride batteries or dry batteries. These batteries must meet the following requirements:
  - The vehicle must be prepared for transportation in order to prevent:
    - (a) unintentional activation; and
    - (b) non-spilling batteries should not contain any liquid in a free or unabsorbed state.

(c) Vehicles, battery(s), electrical cables, and control units must be protected from damage, including those that may be caused by moving luggage, mail, or cargo.;

➤ The passenger must ensure, and the airline must ensure, that:

(a) The passenger confirmed that the battery(s) is non-spillable battery(s) conforming to special provision A67 (see 2.3.2.2.1 of IATA DGR), or nickel metal hydride battery conforming to special provision A199 (IATA DGR), or dry battery conforming to special provision A123 (IATA DGR);

(b) The battery terminals are protected from short circuits, for example, they are attached to the battery casing.;

(c) the battery(ies) or

1. It is properly protected from damage by the structure of the vehicle and securely attached to the wheelchair or vehicle. Electrical circuits must be insulated in accordance with the manufacturer's instructions; or

2. removed from the vehicle in accordance with the manufacturer's instructions.

➤ A passenger can carry a maximum of:

(a) one spare non-spillable battery conforming to Special Provision A67; or

(b) two spare nickel-metal hydride batteries conforming to Special provision A199 or dry batteries conforming to Special Provision A123.

➤ The airline must ensure that the battery(s) removed from the wheelchair/vehicle and any spare batteries must be carried in the cargo hold packed in a sturdy, rigid packaging package (in accordance with IATA DGR 9.3.14.6).

➤ The airline must inform the aircraft commander about the location of vehicles with built-in batteries(s), removed and spare batteries;

➤ Passengers must send a request for transportation of this type of baggage to the airline five days before departure and receive confirmation of the possibility of such transportation.

(c) Wheelchairs or other battery-powered vehicles intended for use by passengers whose mobility is limited either by disability, health, age, or temporary problems (for example, a broken leg), **equipped with spill-type batteries**. These batteries must meet the following requirements:

➤ The Airline is required to securely secure battery-powered vehicles with built-in batteries using slings, harnesses, or other restraints. Vehicles, battery(s), electrical cables, and control units must be protected from damage, including those that may be caused by moving luggage, mail, or cargo.

➤ The passenger must ensure, and the airline must ensure, that:

(a) The battery terminals are protected from short circuits, for example, they are attached to the battery casing.;

(b) battery(ies) is/are equipped with vent plugs to prevent spillage, if possible;

(c) the battery(ies) or

1. It is properly protected from damage by the structure of the vehicle and securely attached to the wheelchair or vehicle. Electrical circuits must be insulated in accordance with the manufacturer's instructions; or

2. removed from the vehicle in accordance with the manufacturer's instructions if the vehicle cannot be held in an upright position (see 2.3.2.3.3, 9.3.14.6 IATA DGR)).

➤ The airline must load, secure, and unload the vehicle from the spill-type batteries in an upright position. If it is not possible to load, secure and unload the wheelchair or vehicle only in an upright position, or if the battery(s) in the vehicle is not properly protected, such battery(s) must be removed. The removed battery(s) must be transported in a sturdy, rigid packaging package, while:

(a) packaging kits must be airtight, resistant to the chemical effects of the electrolyte and must be protected from tipping over by attaching to a pallet or by securing in the cargo compartment using fastening material such as ropes, belts or slings (the use of cargo or luggage for fixing is prohibited);

(b) the battery(s) must be protected from short circuit, must be stored in an upright position inside the packaging using such an amount of absorbent material that can absorb the entire volume of the electrolyte liquid; and

(c) such packaging kits should have the label "BATTERIES WITH LIQUID ELECTROLYTE WITH A WHEELCHAIR" ("BATTERY, WET, WITH WHEELCHAIR") or "BATTERIES WITH LIQUID ELECTROLYTE WITH A VEHICLE" ("BATTERY, WET, WITH MOBILITY AID"), a danger sign

"Corrosive substance" (see Figure 7.3.V) and the processing sign "Cargo area orientation" (see Figure 7.4.D and 7.4.E).

➤ The aircraft commander must be notified of the location of the wheelchair and the location of the packed battery.;

➤ Passengers must send a request for transportation of this type of baggage to the airline five days before departure and receive confirmation of the possibility of such transportation.

**The rules for the carriage of wheelchairs and other mobile devices powered by lithium batteries are given in clause 11.4.7.2.**

c) Only in hand luggage is a mercury barometer or mercury thermometer carried by a passenger who is an employee of the state executive authority in the field of Hydrometeorology. The barometer or thermometer must be packed in a sturdy outer packaging package containing a sealed inner liner or bag made of a durable, impermeable or puncture-resistant mercury-resistant material that prevents mercury from leaking out of the package, regardless of its position. The airline (the aircraft commander) must have information about the barometer or thermometer.;

d) more than two small cylinders with carbon dioxide or other appropriate IATA Category 2.2 TI gas per passenger inserted into a self-inflating life jacket for inflating purposes, plus no more than two spare charges for it;

**11.4.4. The airline has the right to make decisions on the introduction of additional measures to ensure aviation safety on high-risk flights, as a result of which it prohibits the carriage of the following items in the cabin:**

- corkscrews;
- needles for subcutaneous injections (unless a medical opinion is provided justifying the need for their use during the flight);
- knitting needles;
- scissors with a blade length of less than 60 mm;
- folding (without locking) travel, pocket knives with a blade length of less than 60 mm; mercury tonometers;
- mercury barometers or pressure gauges.

**11.4.5. In order to ensure the safety of baggage, the Airline recommends:**

- use high-quality suitcases with secure locks for travel;
- remove old tags after each flight;
- use name and address tags on the outside of luggage;
- for the purpose of visual identification, mark your baggage with tape or other individual markings.
- wrap your baggage in packing film to avoid damage and restrict access to its contents.

**11.4.6. The airline does not recommend including the following items in your checked baggage:**

- Brittle, fragile items and objects that break or deteriorate quickly;
- Money;
- Keys;
- Jewelry and articles made of precious metals and silver;
- Natural fur;
- Electronic equipment;
- Computer software, accessories for computers, consoles, programs;
- Audio and video equipment, photo and film equipment, related items;
- Glasses, binoculars and other optical devices;
- Technical, medical and other documentation;
- Business and personal documents;
- Securities and items;
- Production equipment and samples / templates;
- Video/audio cassettes, discs, floppy disks, and other media;
- Medical products, equipment;
- Photo cards, antiques;
- Things and objects that cannot be restored;
- Liquids, perfumes, alcoholic beverages;

**11.4.7 Transportation of lithium-ion or lithium-metal batteries**

**11.4.7.1. The following types of lithium batteries require airline approval and can only be carried in hand luggage:** 11.4.7.1.1 Replacement lithium batteries, including products containing lithium metal or lithium-ion cells or batteries whose main purpose is to provide electricity to other devices, such as additional external batteries, are allowed in hand luggage provided:

A) no more than 2 lithium-ion batteries with a specific power exceeding 100 Wh but not exceeding 160 Wh or lithium-metal batteries with a lithium content exceeding 2 g but not exceeding 8 g are allowed for use with portable medical devices (portable medical electronic devices - PMED), such as automatic external defibrillators (automated external defibrillators - AED), portable oxygen concentrators (POC) and continuous positive airway pressure ventilators (CPAP);

B) each spare battery must be protected from short circuit (using the original factory packaging or by isolating the terminals, i.e. blocking the contacts with electrical tape or placing each battery in a separate plastic bag or protective bag);

C) batteries must be of a type that meets the requirements of the UN Guidelines on Tests and Criteria, Part III, subsection 38.3.

(D) no more than two individually protected spare batteries per person are allowed for transportation.

E) the capacity of the batteries must be checked, and transportation without marking or corresponding certificate is not allowed.

F) passengers should send a request for transportation of these types of batteries to the airline in advance.

**11.4.7.2. The following types of lithium batteries require airline approval and can be carried as baggage:** 11.4.7.2.1 **Electronic devices powered by lithium batteries.**

For the purposes of these Regulations, an electronic device powered by lithium batteries means an equipment or device that lithium cells or batteries provide electricity for its operation. Such devices can be carried in checked baggage or carry-on baggage with the permission of the air carrier as indicated below.:

A) portable medical electronic devices (PMED), such as automated external defibrillators (AED), portable oxygen concentrators (POC), continuous positive airway pressure ventilators (CPAP) containing lithium-metal or Lithium-ion cells or batteries can only be carried in hand luggage of passengers who require medical attention, provided the following conditions are met:

- for lithium metal and lithium alloy batteries, the lithium content in the battery is not more than 2 g but less than 8 g; or
- for lithium-ion batteries, the specific power in watt-hours is more than 100 Wh, but not more than 160 Wh;
- batteries must be of a type that meets the requirements of the United Nations Guidelines on Tests and Criteria, Part III, subsection 38.3.

B) portable electronic devices such as electrical appliances, video cameras, laptop computers (laptops) containing lithium-ion batteries, provided:

- for lithium-ion batteries, the specific power in watt-hours is more than 100 Wh, but not more than 160 Wh;
- batteries must be of a type that meets the requirements of the United Nations Guidelines on Tests and Criteria, Part III, subsection 38.3.
- C) the devices can be carried in checked baggage if the following conditions are met:
  - The passenger/crew member must take measures to prevent unintended activation.;
  - The device must be completely turned off (it should not be in "sleep" or standby mode).
- D) the capacity of the batteries must be checked, and transportation without marking or corresponding certificate is not allowed.
- E) passengers should send a request for transportation of these types of batteries to the airline in advance.

#### **11.4.7.2.2 Wheelchairs/other mobile devices powered by lithium batteries**

Powered by lithium-ion batteries, wheelchairs for transporting patients or other similar mobile devices intended for use by passengers whose mobility is limited either by disability, health, age, or temporary mobility problems (for example, a broken leg) must be transported in compliance with the following conditions:

- A) The battery type must meet the requirements for passing each test listed in the UN Manual of Tests and Criteria, Part III, Section 38.3;
- B) The Airline is required to secure battery-powered vehicles with built-in batteries using slings, straps or other restraints. Vehicles, battery(s), electrical cables, and control units must be protected from damage, including those that may be caused by moving luggage, mail, or cargo.;
- C) The airline must ensure that:
  1. The battery terminals are protected from short circuits, for example, they are attached to the battery casing.;
  2. the battery(ies) or
    - It is properly protected from damage by the structure of the vehicle and securely attached to the wheelchair or vehicle. Electrical circuits must be insulated in accordance with the manufacturer's instructions; or
    - removed from the vehicle by the user in accordance with the manufacturer's instructions (see clause 9.3.14.6 and Figure 9.3.C of the IATA Dangerous Goods Regulation). The energy consumption of each battery removed from the vehicle should not exceed 300 Wh.

Note: If the lithium battery(s) remains installed in the vehicle, there is no watt-hour limit.

- D) A passenger can carry only one spare lithium-ion battery with an energy capacity of no more than 300 Wh or two batteries with an energy capacity of no more than 160 Wh.;
- E) The airline must ensure that any battery(ies) removed from the means of transport and any spare battery(ies) are transported in the cabin

of the aircraft. Removed or replaced batteries must be protected from damage (by placing each battery in a protective bag);

F) The aircraft commander must be notified of the location of the wheelchair and the location of the packed battery.

G) Passengers should send a request for transportation of this type of baggage to the airline five days before departure and receive confirmation of the possibility of such transportation.

H) The battery capacity must be checked, and transportation without marking or corresponding certificate is not allowed.

**11.4.7.3. The following types of lithium batteries may be accepted without airline approval:**

**11.4.7.3.1 Portable electronic devices (including medical devices) containing batteries and spare batteries (including power banks).**

For the purposes of these Regulations, a battery-powered electronic device means an equipment or device that batteries provide with electricity for its operation. Such devices (portable electronic devices - PED), which may include medical devices, portable oxygen concentrators (POC), and household electronic equipment such as cameras, mobile phones, laptops, and tablets containing batteries, when they are carried by passengers or crew for personal use, which must be transported as hand luggage. Batteries and heating elements in portable electronic devices capable of generating extreme heat must be isolated by removing the heating element, battery, or other components. These provisions apply to dry batteries, nickel-metal hydride batteries, lithium batteries, and non-spillable liquid batteries. If the devices are carried in checked baggage:

A) measures must be taken to protect the device from damage and to prevent accidental operation;

B) the device must be completely turned off (it must not be in sleep mode or hibernation mode), except in cases when the device contains only lithium batteries, the parameters of which do not exceed:

- for lithium-metal batteries, the lithium content in one device is 0.3 g; or
- For lithium-ion batteries, the specific power of one device is 2.7 Wh.

**11.4.7.3.2** Electronic cigarettes, including electronic cigars and other personal vaporizers containing batteries, should only be carried in hand luggage. Recharging of these devices and/or batteries on board the aircraft is not allowed, and measures must be taken to prevent accidental operation.

**11.4.7.3.3** Spare batteries, including portable chargers (power banks), must be individually protected to prevent short circuits, for which they must be placed in their original commercial packaging. Or the battery contacts must be insulated in another way, for example, by using insulating tape or by placing each battery in a separate plastic bag or protective case. Spare batteries should only be carried in the cabin in hand luggage. Each person can carry a maximum of 20 spare batteries, however, the airline may allow the transportation of an amount exceeding 20 units. Also see the additional requirements listed below in 11.4.7.3.4. ( F);

**11.4.7.3.4. Additional requirements for lithium batteries:**

A) each installed or spare battery must be characterized by the following limiting parameters:

1. the lithium content in a lithium metal battery or lithium metal alloy battery should not exceed 2 g; or
2. The specific power of lithium-ion batteries should not exceed 100 Wh.

B) batteries must be of a type that meets the requirements of the UN Guidelines on Tests and Criteria, Part III, subsection 38.3;

C) each person can carry a maximum of 15 personal electronic devices, however, the airline may allow the transportation of an amount exceeding 15 pieces.;

D) devices containing lithium-metal or lithium-ion cells and batteries designed to provide power to other devices, such as portable chargers (power banks), are allowed only in carry-on baggage and the following conditions must also be met:

1. These devices must be protected from short circuits by placing them in their original factory packaging or by isolating the terminals, i.e. blocking the contacts with electrical tape or placing each battery in a separate plastic bag or protective bag).
2. The use of a portable charger to charge other devices or to recharge the portable chargers themselves on board the aircraft is not permitted, and measures must be taken to prevent accidental operation.

E) For electronic cigarette lighters powered by lithium batteries, the following conditions must also be met:

1. It is allowed to carry only lighters with a safety cap or protective equipment against accidental operation;
2. Recharging of these devices and/or batteries on board the aircraft is not allowed, and measures must be taken to prevent accidental operation.

F) luggage with built-in lithium batteries in which the lithium metal content exceeds 0.3 g or whose energy consumption, expressed in watt-hours, exceeds 2.7 Wh.

1. If the baggage is to be checked in, the lithium battery must be removed from the baggage and must be carried in the cabin; or
2. luggage must be carried in the cabin;
3. transport of baggage containing lithium batteries that exceed the limits specified in section 11.4.7.3.4 (E) and cannot be removed is prohibited.

G) capacity of the batteries must be checked, and transportation without labeling or the appropriate certificate is not permitted.

**11.4.7.3.5. Additional requirements for non-spilling liquid batteries:**

A) Batteries must comply with the requirements of special regulation A67 and must not contain free or unabsorbed liquid;

B) the voltage of each battery should not exceed 12 V, and the wattage in watt-hours should not exceed 100 Wh;

C) Each person may carry no more than two spare batteries in hand luggage only, and each spare battery must be protected from short circuit by isolating the battery terminals.

**1.4.7.4. Completely prohibited for transportation:**

**1.4.7.4.1 Attache cases, drawers/bags for storing cash.**

With the exception of items permitted under IATA DGR 2.3.2.6, security devices such as attache cases, boxes and bags for storing cash, etc., containing dangerous goods, such as lithium batteries and/or pyrotechnic substances, are completely prohibited. See the introduction to subsection 4.2 of IATA DGR, Dangerous Goods List.

**1.4.7.4.2 Lighters powered by lithium batteries.**

Lighters powered by lithium-ion or lithium-metal batteries (for example, lighters with laser plasma generation, lighters with high-voltage plasma generation, flow lighters, single or double arc lighters) that are not equipped with protective covers or means to prevent accidental actuation are prohibited both in hand luggage and in registered luggage.

**1.4.7.4.3 Luggage with lithium batteries installed.**

Luggage with lithium batteries installed (also known as "smart luggage"), in which the lithium battery is non-removable, is not allowed to be carried on all airline flights as hand luggage or checked baggage.

**ARTICLE 11.5. BAGGAGE PACKING REQUIREMENTS**

**11.5.1.** Each piece of checked baggage must have a serviceable package that ensures its safety during transportation and handling and eliminates the possibility of harm to passengers, crew members, third parties, damage to the aircraft, baggage of other passengers or other property. Baggage that does not meet the transportation requirements is not allowed.

**11.5.2.** It is not allowed to combine two or more pieces of luggage with separate packages in one place.

**11.5.3.** Baggage with sharp, protruding objects in its packaging, as well as baggage in defective packaging, is not allowed to be transported.

**11.5.4.** Baggage that has external damage that does not affect its safety during transportation and handling and cannot harm passengers, crew members, third parties, damage the aircraft, baggage of other passengers or other property may be accepted for carriage as checked baggage with the consent of the Airline. In this case, the presence and type of damage are confirmed by the passenger's signature on the back of the baggage tag.

**11.5.5.** The airline has the right to refuse to accept the passenger's checked baggage if the baggage is not packed in a package that ensures its safety under normal handling conditions.

**ARTICLE 11.6. FREE BAGGAGE AND CARRY-ON ALLOWANCES**

**11.6.1.** The free carry-on baggage and baggage allowance rates are set by the Airline.

**11.6.2.** The standard for the carriage of passenger baggage by air is regulated by the number of seats, the weight of the baggage in kilograms (kg) and the dimensions of the sum of three dimensions.

**11.6.3.** The passenger has the right to carry their baggage free of charge within the prescribed limit according to the purchased fare.

**11.6.4.** The free baggage allowance, including items carried by the passenger (hand luggage), is set by the Airline depending on the type of aircraft, booking class, fare and route.

**11.6.5.** The free baggage allowance for checked baggage is indicated on the [info@vietjetqazaqstan website.kz](mailto:info@vietjetqazaqstan.kz) The airline has the right to establish exceptions to the standard conditions of the free baggage allowance in certain directions with notification of the passenger when booking the carriage. Information about the free baggage allowance is also communicated to passengers when arranging transportation at the place of its registration.

**11.6.6.** Checked baggage on regular commercial routes has a fixed baggage allowance based on the Piece Concept principle.

The free baggage allowance for children under 2 years of age traveling without a seat on domestic and international airline flights on routes where the free baggage allowance is set by the number of seats ("Piece Concept") is 0 seats 0 kg.

A passenger traveling with a child under 2 years old in one booking can carry a baby carriage weighing up to 10 kg as luggage for free.

Each Passenger, with the exception of passengers of the "Child under 2 years old/Infant" category without providing a seat, has the right to carry luggage free of charge, depending on the fare brand.:

PROMO includes:

Baggage transportation on a paid basis, according to current tariffs;

ECO includes:

Baggage transportation on a paid basis, according to current tariffs;

DELUXE includes:

Free baggage transportation (1 piece of luggage up to 23kg and dimensions in the sum of three dimensions not more than 158 cm);

LOYALTY includes:

Free baggage transportation (1 piece of luggage up to 23kg and dimensions in the sum of three dimensions not more than 158 cm);

SKYBOSS includes:

Free baggage transportation (2 pieces of luggage up to 23 kg each and with a total of three dimensions of no more than 158 cm each). Free transportation of one piece of sports equipment.

**11.6.7.** Checked baggage on subsidized routes, established baggage allowance based on the Weight Concept principle.

The free baggage allowance for children under 2 years of age traveling without a seat on domestic and international airline flights on routes where the free baggage allowance is set by weight ("WEIGHT CONCEPT") is 0 kg.

Each Passenger, with the exception of passengers of the category "Child under 2 years old/ Infant" without providing a seat, has the right to carry free baggage in the amount of:

- 20 kg of checked baggage + 7 kg of unregistered baggage (56x36x23cm hand luggage);
- At the same time, the dimensions of checked baggage should not exceed 158 cm in the total

of 3 measurements.

**11.6.8.** Based on commercial considerations or the terms of contracts between the Airline and other Carriers, the Airline has the right to increase the rates of free baggage transportation and establish other benefits. Temporary regulations are put into effect and cancelled by written orders or orders from the Airline.

**11.6.9.** The airline and the Agent for booking and selling air tickets are obliged to inform the passenger about the free baggage allowance established during transportation, as well as about the need to pay for the carriage of excess baggage or baggage subject to mandatory payment.

**11.6.10.** Information about free baggage allowance, return conditions, EMD or MCO issued is also communicated to passengers when booking transportation at the place of booking.

**11.6.11.** The standard for the carriage of passenger baggage by air is regulated by the number of seats, the weight of the baggage in kilograms (kg) and the dimensions of the sum of three dimensions.

**11.6.12.** In case of transfer transportation, the free baggage allowance is set in accordance with the end-to-end rate between the final points of transportation. When connecting up to 24 hours, transfer baggage is processed to the final destination or to the transfer point, depending on the capabilities of the airport of departure / transfer and on the requirements of government authorities at the transfer point and/ or the passenger's desire. If there is a transfer baggage in excess of the free baggage allowance (oversized/heavy/excess) and a pass-through baggage rate, baggage transportation is paid at the pass-through baggage rate. On through routes with one or more transfers in less than 24 hours: the published through fare for excess baggage (if any) is charged 1 time for the entire carriage. On through routes with one or more transfers/a stopover of more than 24 hours or a U-turn and, at the passenger's request, pick up their luggage at an intermediate airport: payment for excess baggage is charged for each flight segment. If transportation is carried out using separate tickets for each section of the route, then the conditions for free baggage transportation correspond to the standards specified in the tickets for each section of the route. A receipt for payment of excess baggage or EMD at the through baggage rate is issued along the entire passenger transportation route to the destination with a connection of up to 24 hours. If a passenger stops at the connecting airport for more than 24 hours, the passenger and his baggage are checked out only to the stopover point.

**11.6.13.** At the request of the passenger, payment for baggage transportation in excess of the free baggage allowance is made to the stop on the way or transfer.

**11.6.14.** If a passenger has presented for carriage baggage in an amount greater than they were declared and paid for in advance, such baggage will be accepted for carriage on the same aircraft with the passenger only if there is a free tonnage and after an appropriate surcharge.

**11.6.15.** In case of a forced change in the transportation route, if flight safety and/or aviation safety conditions require it, as well as in cases where events are caused by force majeure, the passenger carries free of charge as much baggage as he was allowed to carry along the originally paid route and class of service.

**11.6.16.** The free checked baggage allowance is valid for the entire route in each direction from the baggage check-in point to the destination or to the first stop on the route for more than 24 hours, provided that all flights are operated on Airline flights.

**11.6.17.** The rules of free baggage transportation do not apply to:

- bulky baggage and heavy baggage (baggage of which one piece exceeds 215 cm in the sum of three dimensions);
- pets and birds, with the exception of guide dogs accompanying passengers with visual impairment;

**11.6.17.** Heavy baggage exceeding 32 kg is not allowed for transportation.

## **ARTICLE 11.7. CARRY-ON BAGGAGE AND ITEMS CARRIED BY THE PASSENGER.**

**11.7.1** Hand luggage and items carried by the passenger are unregistered baggage.

**11.7.2.** Every passenger with a ticket, with the exception of children transported without a separate seat in the cabin, is allowed to carry hand luggage free of charge, the permissible weight of which is set by the Airline.

**11.7.3.** In order to ensure aviation safety and protect the life and health of passengers and crew members of aircraft, items and substances prohibited for carriage by air under aviation safety conditions should not be carried in hand luggage.

**11.7.4.** Permitted carry-on baggage sizes:

- According to **PROMO, ECO, DELUXE, LOYALTY** fares, passengers can carry 1 piece of hand luggage weighing up to 7 kg and measuring 56x36x23cm for free.;
- According to the SKYBOSS tariff, passengers can carry 1 piece of hand luggage weighing up to 10 kg and measuring 56x36x23cm for free.;
- for an additional fee set by the Carrier, the Passenger can carry an enlarged carry-on bag up to 10 kg and dimensions 56x36x23;

**11.7.5.** When registering hand luggage carried in the cabin of an aircraft, the airline or an authorized agent must provide the passenger with a "Hand Luggage" tag for each seat presented.

**11.7.6.** If the carry-on baggage allowance is exceeded (it does not comply with any standards established by the Airline), the passenger is obliged to hand it over as checked baggage in accordance with the procedure and conditions provided for by the rules for applying the fare at which the passenger's ticket was issued, these Rules.

**11.7.7.** If, as a result of checking in hand luggage as a separate piece of checked baggage, the free baggage allowance provided for in the rules for applying the fare at which the passenger's ticket was issued is exceeded, the passenger is obliged to pay for such excess baggage.

**11.7.8.** In addition to the established free baggage allowance, passengers can carry the following items free of charge during boarding, disembarkation or in flight, if they are in the passenger's hands and not enclosed in the baggage:

- A lady's handbag;
- A folder for papers;
- Coat or raincoat; • Umbrella;
- Printed publications for in-flight reading;
- Baby food and baby travel cradle;
- Wheelchair for the disabled;
- Briefcase or briefcase;

**11.7.9.** The airline is not responsible for the hand luggage carried in the cabin of the aircraft. In the event of a flight interruption, the passenger must take his hand luggage with him when disembarking from the aircraft.

**11.7.10.** Combining baggage is prohibited.

**11.7.11.** Transportation of products of plant and animal origin, products of their processing, live plants, fish planting materials and other cargoes that require special conditions during storage and transportation as unregistered baggage (i.e. hand luggage) is prohibited on flights of QAZAQ AIR JSC.

**11.7.12.** Transportation of products of plant and animal origin is carried out as checked baggage in accordance with international treaties of the countries to, from or through the territory of which transportation is carried out, and is included in the free baggage allowance, according to the purchased tariff, subject to the requirements for packaging in accordance with the requirements of the current edition of IATA PCR.

**11.7.13.** Packaging for transportation of products of plant and animal origin must be of high quality and correspond to the nature of the product and its properties presented for transportation.:

- vegetables and fruits should be packed in wooden boxes, cardboard boxes, with technological openings for free ventilation of the air inside the package, as well as in wicker baskets, etc., strong enough to protect the contents from crushing. The bottom of the package must have a cushioning material that prevents the possibility of liquid leakage.;
- berries in loose and/or crushed form must be packed/filled in metal, glass, ceramic, wooden, plastic and other containers, which must be hermetically sealed, withstand internal overpressure depending on flight altitude and temperature fluctuations, and completely

eliminate the possibility of leakage, spillage or scattering of contents.;

- live plants, flowers, seedlings, tubers, and seeds should be packed in cardboard boxes with ventilated holes or wicker baskets, unless prohibited by the quarantine regulations of the countries of departure, transfer, and destination, and if there is a quarantine certificate, if required.;
- chilled or frozen products of plant and animal origin requiring special storage and transportation conditions should be packed in special thermally insulated containers/containers, or in combined containers or containers that exclude the possibility of leakage of the contents. The outer packaging can be a wooden, plastic or cardboard container, covered inside with a waterproof film. If dry ice is used for cooling, it must be packed in waterproof plastic bags. The contents should be placed in another plastic bag./The bags are tied with an elastic band, then packed in a box and covered with plastic wrap. The box is sealed with duct tape.

A special "Top" marking is placed on the outer sides of the box. Damaged packages are not accepted for transportation."

## **ARTICLE 11.8. TRANSPORTATION OF SMALL AND HEAVY LUGGAGE**

**11.8.1.** Transportation of non-standard baggage is subject to prior agreement with the Airline, if technically possible.

**11.8.2.** Bulky baggage is baggage, the dimensions of one place of which in the sum of three dimensions exceed 158 cm, while the maximum dimensions should not exceed 215cm.

**11.8.3.** Heavy baggage is baggage, the weight of one piece of which exceeds 25 kg, but not more than 32 kg, baggage exceeding 32 kg is not allowed for transportation.

**11.8.4.** Bulky and/or heavy baggage is accepted for carriage provided that the dimensions of the loading hatches and baggage and cargo compartments of the aircraft allow it to be loaded (unloaded) to/from the aircraft and placed on board the aircraft. This baggage must have carrying handles and attachments for securing it when moving to, from, and on board the aircraft. At check-in, heavy luggage is marked with a "HEAVY" tag indicating the weight.

**11.8.5.** The free baggage allowance does not apply to the transportation of bulky and heavy baggage. The transportation of such baggage must be paid for at the excess baggage rates set by the Airline.

**11.8.6.** The airline has the right to refuse to accept bulky and heavy baggage for transportation if it does not meet the specified requirements.

#### **ARTICLE 11.9. TRANSPORTATION OF ANIMALS**

**11.9.1.** Transportation of animals is carried out only in the passenger cabin, subject to prior agreement with the Airline, if technically possible.

**11.9.2.** One adult passenger is allowed to carry only one carrier bag with no more than one animal. The weight together with the bag should not exceed 8 kg, the dimensions of the bag should not exceed 50x35x30 cm.

**11.9.3.** In order to ensure safety and comfort, no more than two passengers traveling with pets are allowed on one Airline flight.

**11.9.4.** A passenger planning to travel with an animal must coordinate the transportation of the animal with the Airline.

**11.9.5.** When booking a ticket, the passenger carrying the pet must pay the SSR; PETC.

**11.9.6.** For convenience, a passenger can transport an animal on a nearby seat for a fee, this service is available at the airport of departure, upon check-in and subject to availability of seats in the cabin.

**11.9.7.** When transporting domesticated domestic animals (birds), the passenger must submit the necessary documents provided for by the legislation of the Republic of Kazakhstan, international treaties and the legislation of the country to, from or through the territory of which the transportation is carried out.

Domestic tamed animals (birds) must be placed in a container (cage) during transportation, providing the necessary transportation facilities, with air access and a reliable lock.

The owner of the animal/ bird is obliged to use a container for transportation, the design and material of which allows for safe transportation and protects the animal / bird from damage during transportation. The bottom of the container or carrying bag must be dense, moisture-proof and covered with non-toxic absorbent material. The design of the container or carrying bag should prevent the spillage of absorbent material.

**11.9.8.** A guide dog and a service dog are accepted for carriage in the cabin of an aircraft upon prior agreement with the Airline only if they have a muzzle, collar and leash. Transportation of a passenger with visual impairment accompanied by a guide dog can be performed upon presentation to the Airline or an authorized agent of a document confirming the date of the passenger's disability, a veterinary certificate and a certificate of its special training must be submitted to the guide dog. For a service dog, the passenger must present a document confirming the special training of the dog and a document stating that the passenger is an employee of the cynological service of the state executive authority. Passengers carrying a dog in the passenger compartment without a container

are provided with seats at the end of the passenger compartment (with the exception of seats near emergency exits). During the flight, the dog must be placed in the passenger seat area of the passenger it accompanies, be tied at his feet, must not interfere with the implementation of standard maintenance procedures, satisfy natural needs on board and threaten the hygienic condition of the passenger cabin. The dog must be muzzled and collared throughout the flight.

**11.9.9.** It is forbidden to place passengers with pets in the emergency exit area, near kitchens and toilets. Pets are not allowed in the passenger area of other passengers.

**11.9.10.** The Airline is not responsible for personal injury, illness or death of such animals and birds, as well as in case of refusal to import or transport them through any country or territory.

**11.9.11.** A number of countries have special rules for the import of animals. The passenger can find out in advance the necessary information on the rules of importation of animals into the country of destination at the embassy or consulate of the country, from the territory to or through the territory of which transportation is carried out.

**11.9.12.** A passenger may be denied transportation of an animal in the following cases:

- transportation of the animal has not been previously agreed upon with the Airline and confirmed by the Airline;
- the documents required for transportation of the animal are missing;
- transportation of the animal has not been paid for;
- the animal exhibits threatening or restless behavior;
- there is a threat to the health and safety of other people or disruptions to passenger service on board the aircraft.

**11.9.13.** The following are not permitted for transportation by air:

- sick and experimental animals, the transportation of which by air as baggage is prohibited by the legislation of the Republic of Kazakhstan, international treaties, as well as the legislation of the country to, from, or through which the transportation is carried out;
- reptiles;
- rodents;
- insects;
- fish and fish stocking material;
- marine and river animals requiring transportation in water;
- wild animals.

**ARTICLE 11.10. BAGGAGE CARRIED IN THE PASSENGER SEAT IN THE CABIN OF THE AIRCRAFT**

**11.10.1.** Baggage transportation in the passenger seat in the cabin is subject to prior agreement with the Airline, if technically possible.

**11.10.2.** Baggage requiring special transportation conditions (for example, valuable, brittle, fragile, or breakable objects) may be accepted for carriage in a passenger seat in the aircraft cabin if:

- The passenger has previously agreed on this service with the Airline and received a confirmation for transportation;
- The baggage underwent a special aviation security inspection using technical means of inspection.

The weight of such baggage may not exceed 75 kg, and its dimensions should not exceed 110x42x50cm.

**11.10.3.** The passenger must pay for an additional seat at the baggage-free fare applicable for the carriage of an adult passenger, the cost of which is 100% of the available baggage-free fare, with the exception of airport service fees, with a YR fee, if any, provided for in the fare rules. There is no charge for transportation of excess baggage in this case. There is no free baggage allowance for an additional baggage seat in the passenger seat.

**11.10.4.** The baggage carried in the passenger seat must be packed in such a way as to prevent damage to the aircraft cabin equipment during its transportation. The packaging of the baggage carried in the cabin of the aircraft must have devices for its attachment in the passenger seat.

**11.10.5.** Baggage carried in the passenger seat is placed on the passenger seat near the window and secured with a seat belt.

**11.10.6.** The baggage carried in the aircraft cabin is delivered to the aircraft, lifted, placed in the cabin, removed from the aircraft and delivered by the passenger carrying the baggage.

**11.10.7.** Baggage that requires special transportation conditions and is carried in a passenger seat in the cabin is not subject to registration. The Passenger is responsible for its integrity and safety.

#### **ARTICLE 11.11. TRANSPORTATION OF MUSICAL INSTRUMENTS**

**11.11.1.** Transportation of musical instruments is subject to prior agreement with the Airline.

**11.11.2.** Musical instruments are transported both in the baggage compartment and in the passenger cabin, subject to prior agreement with the Airline.

**11.11.3.** For pre-booking of the service, a musical instrument weighing up to 10 kg and measuring up to 120 x 50 x 30 cm with a case is allowed as one piece of hand luggage.

**11.11.4.** When musical instruments weighing more than 10 kg but not exceeding 75 kg and measuring not more than 120 x 50 x 30 cm are transported in the cabin of an aircraft, the rules for baggage transportation in the passenger seat apply.

**11.11.5.** Musical instruments whose dimensions exceed the prescribed dimensions of baggage for carriage in the passenger seat (as well as instruments with smaller dimensions at the request of the passenger) are transported according to the general rules for the carriage of checked-in free and excess baggage in the baggage compartment of the aircraft in a package that ensures the safety of the instrument during transportation.

**11.11.6.** In order to check in, passengers traveling with musical instruments must contact the check-in desk at the airport.

#### **ARTICLE 11.12. TRANSPORTATION OF WEAPONS AND AMMUNITION**

**11.12.1.** During the flight, passengers are prohibited from carrying firearms, gas and cold weapons of all kinds, as well as their dummy.

**11.12.2.** Weapons and ammunition for hunting and sporting purposes are accepted for transportation if the passenger has the appropriate documents for these weapons, unloaded and packed in a special case. These items are transported only as checked baggage.

**11.12.3.** The transportation of weapons by persons in the line of duty is carried out only with a special permit issued in accordance with the established procedure and in compliance with relevant laws and regulations of state bodies.

**11.12.4.** Weapons are transported in an unloaded state, packed, in passenger baggage, in compartments of the aircraft isolated from passenger cabins. Ammunition is transported in packaged form, separate from weapons.

**11.12.5.** Gas weapons are transported packed in the passenger's luggage. It is forbidden to transport ammunition for gas weapons.

**11.12.6.** Persons who have the right to store and transport weapons, but are not in the line of duty, have their weapons seized and handed over to a representative of the Carrier for the duration of the flight. Blades and knives belonging to national clothing, as well as souvenirs on sale imitating weapons, are accepted for transportation and must be checked into baggage during the flight. Items that resemble weapons (for example, toys), pyrotechnic devices (rockets, firecrackers, sparklers, etc.), and other items that can be used to intimidate and attack (bicycle chains, batons, scissors, and other cutting and stabbing devices) are also not accepted for transportation as unregistered baggage items).

**11.12.7.** If the route of the Carrier's aircraft runs across the State border, the issue of carrying weapons on board must be regulated in advance by the relevant competent authorities of the States concerned in order to comply with the laws and regulations in force in these States.

**11.12.8.** Acceptance, registration, transportation and delivery of weapons to passengers during the permitted transportation of weapons of all types, ammunition for firearms is carried out in accordance with the requirements of the Airline's instructions on the procedure for transporting weapons and ammunition on aircraft.

- Acceptance of weapons for transportation, registration of necessary documents, delivery on board the aircraft at the airport of departure and delivery of weapons at the destination airport is carried out by an employee of the Aviation Security Service (ASS).
- Acceptance of weapons from a passenger for temporary storage for the duration of the flight is formalized by an act drawn up in 3 copies, which are signed by the passenger, the owner of the weapon, and an employee of the ASS. The first copy of the act is also signed by the Carrier and remains at the departure airport in the ASS, the second copy is handed over to the Carrier, the third is given to the passenger to receive weapons at the destination airport. The ASS employee informs the passenger who owns the weapon about the procedure for receiving it at the destination airport.
- Employees of the Federal Security Service of the Republic of Kazakhstan, the State Courier Service under the Government of the Republic of Kazakhstan, who have relevant travel orders, are in the performance of their official duties, as well as military personnel and employees of other paramilitary organizations who have advisory travel orders and escort escorted persons, weapons for temporary storage for the duration of the flight, are not transferred.
- Transportation of long-barreled weapons, the dimensions of which, when disassembled, do not allow them to be placed in (standard) metal lockable boxes, is carried out in isolated baggage or cargo compartments of aircraft in passenger packaging sealed with a ASS (special container, case, case, case), and meeting the requirements of aviation safety.
- The transfer of weapons to the passenger at the destination airport is carried out by an employee of the aviation security service upon presentation by the passenger-owner of the weapon of the third copy of the act, an identity document, a document for the right to carry and store weapons, and, if necessary, an appropriate permit for their import / export to the territory of the Republic of Kazakhstan.
- The weapons unclaimed by the passenger at the destination airport are handed over by an employee of the aviation security service to the internal affairs bodies.
- Individuals who own weapons and ammunition must have a permit for the right to own and carry each weapon, issued by the relevant body of the Ministry of Internal Affairs with a mark of the trade organization on the sale of these weapons or a duplicate permit. An advance request is required 24 hours before departure. Employees of state bodies engaged in operational search activities who are in the performance of official duties related to escorting an arrested person (suspect), transporting material evidence, criminal cases and other official documents and materials, employees of state courier service units transporting special mail and special cargo, military guard personnel escorting escorted persons, Civil Service employees the Security Service of the Republic of Kazakhstan, who are in the performance of official duties related to the escort of protected persons, if there are appropriate marks in the travel document. An advance request is required 24 hours before departure.

## **ARTICLE 11.13. TRANSPORTATION OF FRAGILE AND VALUABLE ITEMS**

**11.13.1.** The airline is not responsible for the safety of fragile and perishable items, as well as for broken glass containers and spilled liquids inside suitcases. Passengers should not put money, documents, precious stones and metal products, cameras, laptops, video cameras, cell phones, keys, etc. in their checked baggage. The passenger must carry these items with him without putting them in his luggage.

#### **ARTICLE 11.14. DIPLOMATIC BAGGAGE**

**11.14.1.** The carriage of diplomatic baggage is subject to prior agreement with the Airline.

**11.14.2.** Diplomatic couriers carry diplomatic mail in the cabin of the aircraft and are required to:

- have and present, at the request of the Airline, a document confirming his special powers as a person accompanying the diplomatic mail;
- be responsible for the packaging and processing of diplomatic mail in accordance with the requirements of relevant international conventions and the requirements of government authorities at departure, destination, and transfer points.;
- be responsible for the safety of diplomatic mail during ground operations.

**11.14.3.** In the case of the carriage of diplomatic mail as hand luggage, such baggage is the only piece of hand luggage allowed for carriage in the cabin of the aircraft.

**11.14.4.** When transporting diplomatic mail in the cabin of an aircraft, the dimensions of which exceed the established dimensions for carriage as hand luggage, but do not exceed 120x50x30cm, the rules for baggage transportation in the passenger seat apply.

**11.14.5.** Diplomatic mail, the size of which exceeds the established size of baggage for carriage in a passenger seat, is transported according to the general rules for the carriage of checked-in free and excess baggage in the baggage compartment of an aircraft in a package that ensures safety during transportation.

#### **ARTICLE 11.15. TRANSPORTATION OF SPORTS EQUIPMENT.**

**11.15.1.** Transportation of sports equipment is subject to prior agreement with the Airline.

**11.15.2.** Transportation of bulky equipment. Bulky equipment is considered to be such as:

- tandem bicycles; hang glider;
- canoes and kayaks;
- windsurfing equipment;
- sports poles;
- sports spears;
- sports equipment exceeding the dimensions in the total of 3 dimensions of 158cm.

**11.15.3.** Transportation of large-size sports equipment requires mandatory approval from the Airline and is not included in the free baggage allowance. Sports equipment heavier than 32 kg is not accepted for transportation.

**11.15.4.** Transportation of ski equipment, water skis, speed skating equipment and golf equipment. Prior approval with the Airline is required for the transportation of ski equipment, water skis, speed skating equipment and golf equipment.

Transportation of ski equipment, water skis, speed skating equipment and golf equipment is not included in the free baggage allowance. Transportation of such baggage must be paid for at the excess baggage rates set by the Airline.

**11.15.5.** Bicycle transportation.

Prior approval with the Airline is required for air transportation of the bike. Bicycle transportation is not included in the free baggage allowance. Transportation of such baggage must be paid for at the excess fares set by the Airline. Luggage.

The reliability of bicycle transportation is ensured by following the following rules: the bicycle handlebar is fixed parallel to the frame; the air in the chambers descends to avoid the influence of pressure changes during flight; the pedals are removed; protruding and sharp parts are wrapped in plastic or cardboard to preserve the rest of the luggage; the bike is packed in a tight bag or cardboard box.

**11.15.6.** Transportation of scuba diving equipment. Prior approval with the Airline is required for the transportation of luggage with scuba diving equipment. The scuba diving kit contains one piece of the following equipment: a compressed air cylinder; straps for the cylinder; a regulator; a measuring device; a mask; a knife; a flashlight; a rifle for hunting underwater; a wetsuit; a pair of fins; a pair of shoes and socks; a protective vest.

Only empty cylinders with the valve open or removed are accepted for air transportation. The equipment is packed in a special case.

The transportation of scuba diving equipment is not included in the free baggage allowance.

Transportation of such baggage must be paid for at the excess baggage rates set by the Airline.

**11.15.7.** Fishing equipment.

Prior approval with the Airline is required for the transportation of fishing equipment. The set of fishing equipment includes: no more than two fishing rods; a net; a reel; a properly packed container with gear; a pair of special shoes.

The transportation of fishing equipment is not included in the free baggage allowance.

Transportation of such baggage must be paid for at the excess baggage rates set by the Airline.

## **ARTICLE 11.16. TRANSPORTATION OF MEAT AND DAIRY PRODUCTS**

Transportation of raw meat, fish (raw, smoked, dried, salted) and products containing raw meat and

fish is allowed on Airline flights only as checked baggage, subject to the following conditions:

1. Transportation as hand luggage is prohibited.
2. The packaging must be at least 3-ply: sealed plastic film; paper or cardan box; thick sealed plastic film. Damaged packages are not accepted for transportation.
3. Raw meat and fish must be frozen.
4. Transit/transfer processing of baggage containing meat and fish is prohibited.

Transportation of fermented dairy products as baggage and hand luggage is prohibited on Airline flights, with the exception of children's and special diet meals prescribed for medical reasons.

#### **ARTICLE 11.17. BAGGAGE CLAIM**

**11.17.1.** The passenger is obliged to receive the checked baggage immediately after its presentation for issue on the basis of the baggage receipt and the tear-off ticket of the numbered baggage tag.

**11.17.2.** Checked baggage is issued to a passenger who presents a detachable baggage tag for each piece of baggage, or to another person who has a notarized power of attorney from the passenger and presents a detachable baggage tag for each piece of baggage.

**11.17.3.** If the person applying for baggage is unable to present a baggage receipt and a baggage tag, the Airline may issue baggage to such a person only if they present identification documents and sufficient evidence of their rights to this baggage. It is mandatory to draw up an act on the issue of such baggage.

**11.17.4.** Baggage collection is carried out at the airport to which the baggage was accepted for transportation. However, at the passenger's request, baggage may also be collected at the passenger's point of departure prior to the start of transportation or transfer, if baggage collection at these points is not prohibited by the established rules and if time and circumstances allow for delivery. In the case of such baggage collection at the point of departure or at the intermediate point of boarding, all amounts previously paid by the Airline in connection with the transportation of this baggage are non-refundable. In case of changes in baggage claim information, such changes will be notified to passengers in a timely manner. The airline delivers the checked baggage to the destination airport, or the transfer specified in the passenger's ticket.

**11.17.5.** In case of difficulties in baggage collection, passengers can contact the Airline's staff or its authorized agent at the airport for assistance.

**11.17.6.** In cases of delay in baggage delivery, shortage, damage (spoilage) or loss, as well as in the case of baggage collection without presenting a baggage receipt and a detachable baggage tag, an act of malfunction during transportation is drawn up, which is signed by the person receiving the baggage and the Airline or its authorized agent.

#### **ARTICLE 11.18. SEARCH, STORAGE, SENT AND UNDOCUMENTED BAGGAGE**

**11.18.1.** The passenger's baggage at the destination airport is stored free of charge for two days, including the day of arrival of the aircraft on which the checked baggage was delivered. Further baggage storage is provided by the Airline or service organization.

**11.18.2.** Baggage storage costs beyond the free storage period are reimbursed by the passenger – baggage owner in accordance with the procedure established by the civil legislation of the Republic of Kazakhstan, at the rates set by the Airline or the service organization.

**11.18.3.** Baggage that is not delivered to the destination airport on time in accordance with the passenger's transportation document due to the Airline's fault is stored at the Airline's expense.

**11.18.4.** Passenger's baggage, which lacks a baggage tag and whose owner has not been identified, is considered undocumented baggage.

**11.18.5.** The passenger's baggage from the moment of its delivery to the destination airport, including undocumented baggage not received after six months, is considered unclaimed and is sold or destroyed by the Airline in accordance with the legislation of the Republic of Kazakhstan.

**11.18.6.** The Airline or its authorized agent is obliged to take measures to search for the passenger who owns the baggage during the established storage period before the baggage is sold as unclaimed.

**11.18.7.** If the search for the owner of the checked baggage has yielded positive results, the Airline or its agent sends a written notification to the owner of the checked baggage about the need for baggage collection and the procedure for baggage collection or delivery.

**11.18.8.** Checked baggage is stored for six months from the date of notification to the owner of the checked baggage about the need to collect baggage, and if the owner of the checked baggage is not found – from the date of arrival of the aircraft at the airport. If the passenger does not receive the checked baggage after the expiration of the specified period, the baggage may be sold or destroyed in accordance with the procedure established by regulatory legal acts of the Republic of Kazakhstan.

**11.18.9.** Hand luggage and items forgotten by the passenger on board the aircraft and found after the flight are stored at the airport of their discovery for six months from the date of arrival of the aircraft at the airport. After six months from the date of arrival of the aircraft at the airport, hand luggage and belongings may be sold or destroyed in accordance with the procedure established by regulatory legal acts of the Republic of Kazakhstan.

**11.18.10.** Perishable products in unclaimed or undocumented baggage must be destroyed in case of damage. The impossibility of their further storage in the luggage is formalized by an act confirming the fact of damage.

**11.18.11.** If the Airline has not issued checked baggage to the passenger at the airport to which the baggage is to be delivered in accordance with the passenger's air transportation agreement, then upon the written request of the passenger, issued on the basis of the transportation document, the Airline provides the necessary measures to search for the checked baggage.

The airline provides a baggage search immediately upon the passenger's presentation of a claim for non-receipt of baggage.

**11.18.12.** If the Airline has not provided the passenger with checked baggage subject to customs clearance at the airport to which the baggage is to be delivered in accordance with the passenger's air transportation agreement, the Airline is obliged to inform the passenger about the actions that the passenger must take in accordance with the customs legislation of the Republic of Kazakhstan or the legislation of the country to which the baggage is to be delivered, in order to baggage delivery to the passenger at the address indicated by him.

**11.18.13.** If the checked baggage is not found within 21 days from the date of submission of the application for non-receipt of baggage, the passenger has the right to claim compensation for damage caused by the loss of checked baggage.

**11.18.14.** If checked baggage is found, the Airline provides notification to the owner of the checked baggage and its delivery to the airport without additional charge.

**11.18.15.** In case of arrival at the airport of checked baggage, the numbered baggage tag of which indicates an airport (point) other than the airport(s), (point(s) to which, according to the passenger's air transportation agreement, baggage (checked baggage) must be delivered, or checked baggage that arrived at the airport without If the passenger did not receive a numbered baggage tag and was not in demand (without documented baggage), the Airline ensures that the owner of such baggage is searched for and stored during the entire time the baggage owner is searched.

**11.18.16.** If there are requests for baggage, the Airline ensures that the baggage is shipped in accordance with the baggage request.

**11.18.17.** In case of arrival at the airport without documented baggage, the Airline ensures that a Baggage Malfunction Report (PIR) is drawn up. Undocumented baggage is weighed, opened, its contents described and sealed. Baggage is opened by a commission established by the Airline or a service organization.

**11.18.18.** If it is determined that the baggage does not comply with the requests, the baggage is delivered in accordance with this request.

## **CHAPTER 12. ADMINISTRATIVE FORMALITIES**

### **ARTICLE 12.1. GENERAL PROVISIONS**

**12.1.1.** The regulation of the relationship between government agencies and the passenger is solely the responsibility of the passenger himself and is not the responsibility of the carrier. The carrier is not responsible for the availability, reliability and correctness of registration of documents submitted during transportation, issued by government agencies.

**12.1.2.** The passenger is obliged to comply with all laws, regulations, rules and regulations of the competent authorities of the country from which, to which or through the territory of which his transportation is carried out, related to the fulfillment of special control requirements, passport, customs, currency, sanitary, quarantine and other formalities specified in the Travel Information Manual, as well as the rules and the carrier's instructions.

**12.1.3.** The passenger must present at check-in the entry, exit, medical and other documents required in accordance with the laws, regulations, rules and regulations of the competent authorities of the countries affected by transportation.

**12.1.4.** The carrier has the right to refuse transportation to a passenger whose documents have not been presented in full or have been issued incorrectly. The carrier is not responsible to the passenger for losses or expenses related to non-compliance with laws, regulations, and regulations of the competent state authorities.

### **ARTICLE 12.2. PAYMENT OF FINES AND OTHER EXPENSES**

**12.2.1.** If the Carrier was forced to pay a fine for the passenger, pay a deposit, or incur any other costs due to non-compliance by the passenger or the organization that issued it with the laws, regulations, rules, and regulations of government agencies of any country to, from, or through the territory of which transportation is carried out, then the passenger, as well as the organization or The person who paid for the passenger ticket is obliged to reimburse the carrier, upon his request, all the amounts paid by him.

**12.2.2.** The carrier has the right to pay for such expenses any amounts paid by the passenger or the organization that paid for the passenger ticket and are at the carrier's disposal.

### **ARTICLE 12.3. CUSTOMS AND SECURITY CONTROL**

**12.3.1.** During customs control, the passenger is obliged to comply with the requirements of the state customs authorities, attend the inspection of his checked baggage and hand luggage. The carrier is not responsible for the passenger's delay for the flight (check-in) due to customs control, as well as other control procedures.

**CHAPTER 13. LIABILITY FOR AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE****ARTICLE 13.1. GENERAL PROVISIONS.**

**13.1.1.** Responsibility for the carriage of passengers and baggage is determined by:

- the terms of the contract of carriage (passenger ticket);
- regulatory legal acts of the Republic of Kazakhstan;
- international air transportation agreements;
- agreements between Airlines (airports, airlines, carriers, aircraft and passenger service agents); these Rules, and other acts of the Airline.

**13.1.2.** The carrier is responsible for causing harm to the life or health of the passenger caused during air transportation, unless it proves that the damage was caused by force majeure or intent of the victim. Air transportation of a passenger covers the period from the moment the passenger boards the aircraft to the moment when the passenger leaves the aircraft, regardless of whether the aircraft has flown or not. The carrier's liability for injury to the life or health of a passenger caused during air transportation during international flights is determined in accordance with international treaties ratified by the Republic of Kazakhstan.

**13.1.3.** In case of internal transportation:

For the loss, shortage and (or) damage (spoilage) of checked baggage, the carrier shall compensate for the damage, unless he proves that the loss, shortage or damage (spoilage) of baggage was not his fault, in the following amounts for: loss or shortage of baggage accepted for carriage with the declared value, in the amount of the declared value damage to baggage - in the amount of the amount by which the cost of baggage has decreased, and if it is impossible to restore damaged baggage - in the amount of its cost.

For the loss, shortage and (or) damage (spoilage) of the passenger's belongings, the carrier shall compensate for the damage in the amount of the amount by which the value of the items decreased, if the passenger proves that the damage was caused by the fault of the carrier. The amount of damage caused must be proved by the Passenger personally.

If the loss, shortage and (or) damage (spoilage) of baggage or any item included in them affects the value of baggage checked in and checked out with a baggage tag carried on the same flight, the total value of all this baggage must be taken into account when determining the amount of compensation. The carrier, along with compensation for the established damage caused by the loss, shortage or damage (spoilage) of baggage, shall refund to the sender (recipient) the carriage fee charged for the carriage of lost, missing, damaged or damaged baggage, if this fee is not included in the ticket price.

**13.1.4.** When performing international carriage, the carrier's liability is determined in accordance with international treaties ratified by the Republic of Kazakhstan, the Warsaw Convention and the Hague Protocol on Amendments to this Convention; the Convention for the Unification of Certain Rules of International Air Transport (Montreal, May 28, 1999).

## **ARTICLE 13.2. CONDITIONS EXCLUDING THE CARRIER'S LIABILITY**

**13.2.1.** The Carrier's liability should not exceed the amount of actual direct losses incurred.

**13.2.2.** The carrier is not responsible for schedule changes if the passenger is notified 14 calendar days before the expected departure date by sending an SMS notification to the passenger's contact number specified at the time of booking.

The Carrier is not responsible for and does not compensate for losses for damage caused directly or indirectly due to its compliance with laws, regulations and rules, and regulations of government agencies and these rules, or due to non-compliance with them by the Passenger.

**13.2.3.** The Carrier is not responsible for damage caused through no fault of the Carrier or for any reason beyond his control (including: natural disaster, weather conditions, act of unlawful interference, government requirements, etc.)

**13.2.4.** The carrier is not liable to the passenger for a claim brought by or on behalf of a person against a person who intentionally caused damage that resulted in death, injury, bodily injury to the passenger or damage to his baggage during transportation.

**13.2.5.** The carrier is not responsible if the injury to the life or health of the passenger is the result of his health condition.

**13.2.6.** The carrier is released from liability if he proves that the loss, shortage or damage of baggage occurred due to circumstances that he could not prevent or eliminate beyond his control, in particular, due to:

- the fault of the person who checked in or received the baggage;
- the natural properties of the transported items;
- packaging defects that could not be noticed during an external inspection of the accepted baggage;
- special properties of items or substances in baggage that require special conditions or precautions during their transportation and storage.

**13.2.7.** The carrier is not responsible:

- for the shortage of the mass of the transported baggage in case of arrival and delivery to the passenger in a serviceable package, without traces of theft and damage, unless the passenger proves that the shortage of baggage took place and occurred due to the fault of the carrier;
- for delay in baggage delivery due to circumstances beyond the control of the carrier, in particular, due to adverse meteorological conditions, natural disasters, interference in the transportation process by unauthorized persons, etc.;
- for damage to fragile and fragile items, for money, jewelry;

- for the safety of perishable products carried by passengers as checked baggage;
- for minor external damage to the baggage packaging due to its natural wear and tear and transportation under normal conditions, without intentional intent on the part of the Carrier or its authorized employees;
- precious metals, silverware, securities and business papers, medicines, keys, passports, identification cards and other items that are not accepted as checked baggage, regardless of whether the carrier knows about the presence of these items in the baggage or not.

### **ARTICLE 13.3. PASSENGER'S LIABILITY DURING TRANSPORTATION**

**13.3.1.** If the carrier has suffered damage due to the passenger's fault, the passenger is financially liable to the extent of the damage caused and the proven loss of profit.

**13.3.2.** The passenger is responsible for non-compliance:

- transportation rules (photography, filming, use of radio communication devices, etc.);
- fire safety, sanitary, hygienic, and anti-epidemic rules;
- rules for the transportation of dangerous substances or items;
- flight safety rules (attempting to open the door or hatch of the aircraft; refusing to fasten the seat belt, smoking in prohibited areas, etc.)

**13.3.3.** The passenger is responsible for violating public order in airport terminals and city agencies, airports, airfields and aircraft, including responsibility for illegal actions against other passengers and carrier personnel.

**13.3.4.** The limits of administrative and criminal liability are established in accordance with the legislation of the Republic of Kazakhstan.

**Developed by:**

**Director, Ground Operations  
Department**

**Iotskus F.S.**

**Agreed by:**

**Director, Commercial Department**

**Mirzayev S.U.**

**Director, Legal Support Department**

**Prutiyanova O.**