

广西北部湾航空有限责任公司  
旅客、行李国际运输总条件

**Guangxi Beibu Gulf Airlines Co., Ltd. General Conditions of  
International Carriage for Passengers and Baggage**



## 声 明

根据中华人民共和国交通运输部 2021 年第 3 号令《公共航空运输旅客服务管理规定》、《中华人民共和国民用航空法》、《中华人民共和国消费者权益保护法》、《中华人民共和国电子商务法》、《华沙公约》、《蒙特利尔公约》等法律、行政法规，为规范公共航空运输秩序、加强旅客服务管理，保护旅客合法权益，并明确旅客与广西北部湾航空有限责任公司（以下简称“北部湾航空”）之间的各项权利、义务，特制定《广西北部湾航空有限责任公司旅客、行李国际运输总条件》（以下简称“本条件”）。

本条件是旅客与北部湾航空之间订立的航空运输合同文本，是双方设立航空运输合同法律关系、明确双方权利和义务的纲要性法律文件。经由北部湾航空签发的包括但不限于客票销售和退票、变更实施细则；婴儿、孕妇、无成人陪伴儿童、病患旅客、犯罪嫌疑人及其押解人员等特殊旅客的承运标准均为本条件的一部分，与本条件具有同等法律效力。

### 特别提示：

因航空运输行业特殊性和国家有关规定，本条件由北部湾航空制定并向民航服务质量监督平台进行备案后向全社会公布。请旅客事先仔细阅读本条件所有内容，尤其是加粗字体部分，如对其中部分条款存在疑问，或认为需要修改部分条款，可在购票前以书面形式向北部湾航空提出。任何直接或通过第三方间接向北部湾航空提出购票申请，或虽未向北部湾航空提出购票申请但实际乘坐北部湾航空航班的旅客，均表示其愿意接受和遵守本条件的全部内容。

本条件于 2023 年 7 月 15 日起施行。

特此声明

广西北部湾航空有限责任公司

二〇二三年七月十五日

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## 第一章 定义

第一条 广西北部湾航空有限责任公司旅客、行李国际运输条件(以下简称“条件”)中的下列用语,除具体条文中另有要求或另有规定外,含义如下:

(一)“公约”,是指根据合同规定适用于该项运输的一九二九年十月十二日在华沙签订的《统一国际航空运输某些规则的公约》(简称华沙公约)和一九五五年九月二十八日在海牙签订的《修改一九二九年十月十二日在华沙签订的统一国际航空运输某些规则的公约的议定书》(简称海牙议定书)以及一九九九年五月二十八日在蒙特利尔签订的《统一国际航空运输某些规则的公约》(简称1999年蒙特利尔公约)。

(二)“国际运输”,是指根据当事人订立的航空运输合同,无论运输有无间断或者有无转运,运输的出发地点、目的地点或者约定的经停地点之一不在中华人民共和国境内的运输。

(三)“承运人”,指以营利为目的,使用民用航空器运送旅客、行李的公共航空运输企业。

(四)“代码共享或代码共享航班”,指承运人通过协议在另一承运人实际承运的航班上使用自己公司航班号或多家公司通过协议在同一个航班上使用各自的航班号的航班。

(五)“缔约承运人”,是指使用本企业票证和票号,与旅客签订航空运输合同的承运人。

(六)“实际承运人”,是指根据缔约承运人的授权,履行相关运输的承运人。

(七)“出票承运人”,指其数字代码在客票票联中出现的承运人。

(八)“北部湾航空”,指广西北部湾航空有限责任公司的简称。

(九)“广西北部湾航空规定”,指广西北部湾航空为对旅客及其行李的运输进行管理,依法制定而公布的并于填开客票之日对合同双方有效的规定,包括有效的适用票价及适用条件。

(十)“航空销售代理人”,是指依照中华人民共和国法律成立的,与承运人签订销售代理协议,从事公共航空运输旅客服务销售业务的企业。

(十一)“授权销售代理人”,指被承运人指定并代表该承运人,为其航班并经

其授权后为其他航空承运人的航班销售航空旅客运输的销售代理人。

(十二)“地面服务代理人”，是指依照中华人民共和国法律成立的，与承运人签订地面代理协议，在中华人民共和国境内机场从事公共航空运输地面服务代理业务的企业。

(十三)“授权地面服务代理人”，指被广西北部湾航空指定为其航班提供地面服务的代理人。

(十四)“旅客”，指除机组成员以外经承运人同意在航空器上载运或已经载运的任何人。

(十五)“儿童”，指旅行开始之日已满两周岁但不满十二周岁的人。

(十六)“婴儿”，指旅行开始之日满十四天但不满两周岁的人。

(十七)“无成人陪伴儿童”，是指年龄满五周岁（含）但不满十二周岁，且没有年满十八周岁且有民事行为能力的成年人陪伴乘机的儿童。

(十八)“客票”，是运输凭证的一种，包括纸质客票和电子客票。

(十九)“电子客票”，是纸质机票的替代，是将普通纸质机票的信息以电子数据的方式存储在系统数据库中，并作为销售、结算、运输依据的客票形式。

(二十)“已购票”，是指根据法律规定或者双方当事人约定，航空运输合同成立的状态。

(二十一)“电子客票行程单”，是记录旅客姓名、旅程路线、票价等信息的纸质凭证。

(二十二)“连续客票”，指填开给旅客与另一本客票连在一起，共同构成一个单一运输合同的客票。

(二十三)“旅客联”，指纸质客票中标明“旅客联”的部分，始终由旅客持有。

(二十四)“乘机联”，指纸质客票中标明“适用于运输”的部分，表示该乘机联适用于指定的两个地点之间的运输。

(二十五)“日”，指日历日，包括每周的七日。用于给旅客发通知时，通知发出日不计算在内；用于确定客票有效期限时，客票填开日和航班飞行开始日，均不计算在内。

(二十六)“客票变更”，是指对客票改期、变更舱位等级、签转等情形。

(二十七)“自愿退票”，是指旅客因其自身原因要求退票。

(二十八)“非自愿退票”，是指因航班取消、延误、提前、航程改变、舱位等

级变更或者承运人无法运行原航班等情形，导致旅客退票的情形。

(二十九)“自愿变更客票”，是指旅客因其自身原因要求变更客票。

(三十)“非自愿变更客票”，指因航班取消、延误、提前、航程改变、舱位等级变更或者承运人无法运行原航班等情形，导致旅客变更客票的情形。

(三十一)“承运人原因”，是指承运人内部管理原因，包括机务维护、航班调配、机组调配等。

(三十二)“非承运人原因”，是指与承运人内部管理无关的其他原因，包括天气、突发事件、空中交通管制、安检、旅客等因素。

(三十三)“不可抗力”，是指不能预见、不能避免、不能克服的客观情况，包括但不限于自然灾害(火灾、旱灾、地震、风灾、大雪、山崩、洪水等)、政府行为(政府干预、禁令等)、社会事件(战争、动乱、罢工、流行传染病等)。

(三十四)“行李”，指承运人同意运输的、旅客在旅行中携带的物品，包括托运行李和非托运行李。

(三十五)“托运行李”，指旅客交由承运人负责照管和运输并出具行李运输凭证的行李。

(三十六)“非托运行李”，指旅客自行负责照管的行李，包括：手提行李、免费随身携带物品、占座行李等。

(三十七)“行李牌”，指识别行李的标志和旅客领取托运行李的凭据。

(三十八)“逾重行李”，指超过计重或者计件免费行李额的部分。

(三十九)“经停地点”，是指除出发地点和目的地点以外，作为旅客旅行路线上预定经停的地点。

(四十)“中途分程地”，指经承运人事先同意，旅客在出发地和目的地间旅行时有意安排在某个地点的旅程间断。

(四十一)“损失”，指在承运人提供的运输或与运输有关的其它服务中因旅客死亡或者身体伤害而产生的损失，及因行李毁灭、遗失或者损坏而产生的损失或其它损失。

(四十二)“票价”，是指承运人使用民用航空器将旅客由出发地机场运送至目的地机场的航空运输服务的价格，不包含按照国家规定收取的税费。

(四十三)“正常票价”，是在适用期内的头等、公务、经济各舱位等级中承认的最高票价，也包括与之相适应的儿童和婴儿票价。

(四十四) “特种票价”，是指不属于正常票价的其他票价。

(四十五) “特别提款权”是指由国际货币基金组织定义的特别提款权。

(四十六) “计划出港时间”，是指航班时刻管理部门批准的离港时间。

(四十七) “计划到港时间”，是指航班时刻管理部门批准的到港时间。

(四十八) “乘机登记截止时间”，是指航班停止办理乘机手续时间。乘机登记截止时间按各机场或海航下发的规定执行。

(四十九) “客票使用条件”，是指定座舱位代码或者票价种类所适用的票价规则。

(五十) “客票改期”，是指客票列明同一承运人的航班时刻、航班日期的变更。

(五十一) “签转”，是指客票列明承运人的变更。

(五十二) “联程航班”，是指被列明在单一运输合同中的两个（含）以上的航班。

(五十三) “误机”，是指旅客未按规定时间办妥乘机手续或者因身份证件不符合规定而未能乘机。

(五十四) “错乘”，是指旅客搭乘了不是其客票列明的航班。

(五十五) “漏乘”，是指旅客办妥乘机手续后或者在经停站过站时未能搭乘其客票列明的航班。

(五十六) “小动物”，是指旅客托运的小型动物，包括家庭饲养的猫、狗或者其他类别的小动物。

(五十七) “超售”，是指承运人为了避免座位虚耗，在某一航班上销售座位数超过实际可利用座位数的行为。

(五十八) 本规定以工作日计算的时限均不包括当日，从次日起计算。

(五十九) “医疗证明”，是指由医院出具的、说明该旅客在航空旅行中不需要额外医疗协助能安全完成其旅行的书面证明。内容包括旅客乘机所需申明的详细信息，从航空医学上对机上条件及何种状况的病人一般不适于航空旅行的说明资料供院方诊断参考。旅客在广西北部湾航空直属或者授权售票处定座、购票时申领和交付，由县、市级或者相当于这一级（如国家二甲级）以上医疗单位医师签字、医疗单位盖章，方为有效。

(六十) 航班出港延误或提前：指航班实际出港撤轮挡时间晚于或早于，计划出港时间超过 15 分钟（不含）的情况。

## 第二章 适用范围

### 第一条 一般规定

(一) 除本条第(二)款、本章第二条、第三条、第四条另有规定外,本条件适用于北部湾航空以民用航空器运送旅客、行李而收取报酬的国际航空运输,港澳台地区航空运输参照本条件执行。

(二) 除北部湾航空运输规章或相关合同、票证另有规定外,本条件也适用于免费和优惠票价运输。

(三) 除另有规定外,在北部湾航空的规定中如含有与本条件不一致的条款,则本条件优先适用。

### 第二条 包机

根据北部湾航空包机合同提供的运输,接受包机运输的旅客及行李应遵守北部湾航空包机合同条款规定,包机合同未约定的内容,以本条件规定为准。

### 第三条 代码共享

北部湾航空的运输总条件也将适用于由其它承运人实际运营的代码共享航班。但是,每个代码共享航班的实际承运人都有各自的关于其航班运营的运输总条件或运输条款,而且可能部分内容与北部湾航空的运输总条件有所差异。实际承运人的这些差异条款与条件,在代码共享航班中将视为北部湾航空运输总条件的组成部分,并在由实际承运人运营的代码共享航班上取代北部湾航空运输总条件所对应的内容得到优先适用。北部湾航空与代码共享航班实际承运人之间可能存在差异的条款和条件,包括但不限于:

- 1、乘机登记手续截止办理时间;
- 2、拒绝运输与限制运输;
- 3、行李运输,包括但不限于免费托运行李、随身携带物品的额度及超限额行李收费标准等;
- 4、航班超售处置规则、旅客服务及航班出港延误的补偿等;
- 5、旅客飞机上的行为;
- 6、损失责任及赔偿等。

#### 第四条 与法律不相抵触

在本条件中如果含有与公约、国家法律、政府规定、命令或要求不一致的条款，以公约、国家法律、政府规定、命令或要求为准；本条件的其余条款仍然有效。

### 第三章 客票

#### 第一条 客票是运输合同的初步证据

客票是承运人和客票上所列姓名的旅客之间航空运输合同订立和运输合同条件的初步证据。承运人只向持有承运人或其授权代理人填开的客票的旅客提供运输并按本运输条件承担适用的责任。客票始终是出票承运人的财产。客票中的合同条件是本运输条件部分条款的摘述。

客票至少应当包括下列内容：

(一) 旅客姓名；

(二) 出票人名称、出票时间和地点；

(三) 出发地点和目的地点；

(四) 出发地点和目的地点均在中华人民共和国境内，而在境外有一个或者数个约定经停地点的，至少注明一个约定经停地点；

(五) 旅客航程的最终目的地点、出发地点或者约定的经停地点之一不在中华人民共和国境内，依照所适用的国际航空运输公约的规定，应当在客票上声明此项运输适用该公约的，客票上应当载有该项声明。

(六) 行李额。

#### 第二条 客票使用规定

(一) 每一位旅客应单独持有客票。客票为记名式，只限客票上所列旅客姓名与身份证件信息一致的旅客本人使用。未经北部湾航空允许客票不得涂改。涂改的客票无效，票款不退。

(二) 旅客要求乘机时，应出示与购票时一致的有效身份证件，并遵守以下规定：

1、持纸质客票的旅客未能出示根据北部湾航空规定填开的并包括所乘航班的乘机联和所有其它未使用的乘机联和旅客联的有效客票，无权要求乘机。旅客出示残缺

客票或非北部湾航空或其销售代理人更改的客票，也无权要求乘机。

2、电子客票旅客应出示有效身份证件，并经北部湾航空或其地面服务代理人验证电子客票状态有效后，方可要求乘机。《航空运输电子客票行程单》仅作为旅客购买电子客票的报销凭证，具备提示旅客行程的作用，不作为机场办理乘机手续和安全检查的必要凭证。

（三）每一航段必须列明舱位等级，并在航班上定妥座位和日期后方可由北部湾航空接受运输。对未定妥座位的航段，北部湾航空应按旅客的申请，根据适用的票价和所申请航班的座位可利用情况为旅客预定座位。

（四）旅客应在客票有效期内，完成客票上列明的全部航程或办理客票变更、签转及在退票期限内办理退票手续。过期客票票价及税费均不可退。

（五）旅客应按客票列明的航程旅行，未经北部湾航空同意不得在经停地点提前终止旅行。

（六）定期客票只适用于客票上列明的承运人、乘机日期、航班和舱位等级；不定期客票应在定妥座位后方能使用；定期客票取消定座后，再次使用时，也需定妥座位方能使用。

（七）承运人应当遵守国家关于个人信息保护的规定，不得泄露、出售、非法使用或者向他人提供旅客个人信息。

### 第三条 纸质客票的遗失

以下规定适用于北部湾航空或其授权销售代理人填开的客票及行李票的遗失。

#### （一）一般规定

如果客票全部或部分遗失，或旅客出示的客票未包括旅客联和所有未使用的乘机联，责任应由旅客本人承担。

#### （二）遗失客票的挂失

1、旅客的客票全部或部分遗失，或旅客出示的客票未能包括旅客联和所有未使用的乘机联，旅客应以书面形式向北部湾航空售票处或授权销售代理人申请挂失。旅客必须声明同意赔偿可能由此造成北部湾航空的一切损失，包括已经或今后被他人冒用或冒退，以及必要的诉讼费用。

2、旅客申请挂失，不需提供公安机关出具的遗失证明，但须出示其有效身份证件，并提供原购票日期、地点、行程。如申请挂失者不是旅客本人，需出示旅客本人和挂失者的有效身份证件，并提供书面申请、原购票的出票人联及足以证明该

客票遗失的其他资料或证明。

3、在旅客申请挂失前，客票如全部或部分已被冒用或冒退，北部湾航空不承担责任，不对遗失客票退还票款或补开票证。

#### （三）重购客票

纸质定期客票遗失后，如旅客要求继续乘坐遗失客票上列明的航班或后续航班，需重新购买客票。

#### （四）遗失纸质客票退款

1、不定期客票遗失，旅客应当及时按本章第三条规定的手续以书面形式向北部湾航空申请挂失。经查证该客票未被冒用、冒退，待客票有效期满后三十日内，凭符合本条件第三条第（二）款规定的资料与证明办理退款手续。

2、定期客票遗失应在遗失客票有效期满后三十日内，经北部湾航空查证后，凭符合本条件第三条第（二）款规定的资料与证明以及重新购票的旅客联，予以办理遗失客票的退款手续。

### 第四条 电子客票行程单的遗失

（一）电子客票行程单遗失不补，旅客以书面形式向北部湾航空提出申请，可凭有效身份证件在原购票地点或北部湾航空售票处办理购票证明。

（二）购票证明只证明旅客的购票行为，不是有效的旅行证件和报销凭证。

### 第五条 客票不得转让

（一）客票不得转让。转让的客票无效，票款不退。如果客票不是由有权乘机或者退票的人出示的，而北部湾航空非故意、非过失向出示该客票的人提供了运输或退款，北部湾航空对原客票有权乘机或退票的人，不承担责任。

（二）对上述无权乘机人在运输过程中所发生伤亡、延误运输及其行李在运输过程中所发生的损害、遗失、破损、延误到达，北部湾航空不承担责任。

（三）如果客票被无权乘机人冒用或被无权退票人冒退，则北部湾航空对有权乘机人或有权退票人不承担责任。

### 第六条 客票有效期

（一）除客票上或者适用的客票使用条件另有规定外，客票有效期为：

1、客票部分使用时，客票有效期将自首次旅行次日零时（含）起开始计算，一年内有效。无论后续该客票是否变更，有效期不变。

2、客票全部未使用时

(1) 客票有效期将自购票次日零时（含）起开始计算，一年内有效。

(2) 如客票变更，且产生新的客票号，客票有效期将从新客票出票次日零时（含）起开始计算，一年内有效。

(二) 客票有效期的计算，从首次旅行开始、购票或重新出票次日零时（含）起至有效期满之日的二十四时（不含）为止。

(三) 在客票上列明或在销售时已告知优惠/特种票价有效期的客票，旅客应在运价有效期内完成旅行，超过运价有效期的客票，需在客票有效期内重新计算票价或在客票退票期间内退票。

#### 第七条 客票有效期的延长

(一) 由于下列原因，旅客未能在客票有效期内旅行，其客票有效期将延长到北部湾航空能够按照该客票已付票价的舱位等级提供座位的第一个航班为止：

—取消旅客已经定妥座位的航班；

—未在航班经停地点降停，而该经停地是旅客的出发地、目的地或是中途分程地；

—未能合理地按照班期时刻进行航班飞行；

—造成旅客错失衔接航班；

—替换了不同的座位等级；

—未提供事先已确认的座位。

(二) 持正常票价客票或特种票价客票的旅客未能在客票有效期内旅行，是由于北部湾航空在该旅客定座时未能提供该客票舱位等级的航班座位，其客票有效期可以延长至北部湾航空能够按照该客票已付票价的舱位等级提供座位的第一个航班为止。

(三) 旅客开始旅行后，因病不能在客票有效期内继续旅行，除北部湾航空对所付票价另有适用规定外，该客票有效期可以延长到根据医生证明旅客已恢复适宜乘机之日，或延长到北部湾航空能够按照该客票已付票价的舱位等级提供座位的自恢复旅行地点的第一个航班为止。当客票中未使用的部分含有一个或一个以上中途分程地点时，该客票的有效期则可以按照北部湾航空的规定，根据医生证明适宜乘机之日起延长最多不超过三个月；患病旅客的陪同人员，其客票也可根据北部湾航空的规定予以延长。

(四) 如果旅客在旅途中死亡，则可以变更其陪同人员客票的最短停留期限或

者延长其客票的有效期；如果旅客开始旅行后，其亲属发生死亡，该旅客及其陪同亲属的客票有效期也可同样予以延长，此种客票的变更必须在收到死亡证明以后才能办理，其客票有效期的延长从死亡之日起最多不超过四十五天。

#### 第八条 票联使用顺序

（一）客票的乘机联，包括电子客票，必须按照客票上列明的航程，从出发地点开始，按顺序使用。

（二）未按顺序使用的客票，如旅客于中途分程地或约定经停地要求开始旅行，北部湾航空有权拒绝运输。

（三）每一张乘机联或电子客票上必须列明舱位等级，并在航班上定妥座位和日期后方可由北部湾航空接收运输。如果乘机联或电子客票上没有填明定座情况，则应按照有关的票价条件和航班座位可利用情况办理定座。

（四）如果旅客没能按顺序使用客票的各航段，北部湾航空有权根据规定重新计算上述已用机票的费用，而旅客有责任补足重新计算的费用与其已付费用间的差额。

（五）如果旅客不搭乘已定妥座位的航班，且未预先通知北部湾航空，北部湾航空可以取消客票上列明的续程或回程航班定座。但是，如果旅客预先通知，北部湾航空将根据旅客的需要保留后续航班的定座。

### 第四章 中途分程

第一条 在符合政府和北部湾航空规定的情况下，可允许旅客在约定的经停地中途分程。

第二条 中途分程必须事先安排并填入客票。

### 第五章 票价和费用

第一条 一般规定

（一）票价指旅客由出发地机场至目的地机场的航空运输价格，不包括机场

与机场或者机场与市区之间的地面运输费用及各项税费。

(二) 票价将根据旅客购票之日北部湾航空的有效运价计算, 该票价适用于客票上所载明的特定日期和航程等运输内容。客票售出后, 如票价调整, 票款不作变动。不定期客票在确认航班座位时, 如果票价有变化, 票款差价按多不退少补原则处理。旅客自愿变更客票或非北部湾航空原因变更客票, 可能会影响应支付的票价。

## 第二条 适用票价

适用票价是北部湾航空和北部湾航空的委托机构公布的票价, 无公布票价的为北部湾航空按规定组合的票价。除非另有规定, 适用票价是客票第一航段的航班运输开始之日有效的票价。旅客购票后, 如果变更航程或者旅行日期, 应当按照北部湾航空规定、票款差价按多不退少补原则处理。

使用特种票价、优惠票价的旅客, 应遵守该票价的适用条件。

## 第三条 路线

票价只适用于与票价相关而公布的路线。票价适用于多条旅行路线的, 旅客可在出票前指定路线, 旅客未指定路线的, 由北部湾航空确定路线。

## 第四条 税款和费用

政府、有关当局或机场经营人规定的对旅客或由旅客享用的任何服务或设施而按规定征收的税款或者收取的费用, 均不包括在适用票价之内。该项税款或者费用由旅客支付。该项税款或费用应由旅客在购票时支付, 由航空公司代为收取。旅客购买机票时, 航司将告知未包括在票价中的具体税款和费用。

## 第五条 货币

旅客应当使用北部湾航空可以接收的货币支付票价和费用。支付的货币不是公布票价货币的, 按照购票时的银行兑换率进行兑换或北部湾航空指定的兑换率换算后支付。

# 第六章 客票销售与定座

## 第一条 一般规定

(一) 未经北部湾航空或其授权代理人记录认可，不得认为定座已得到确认。定座只有在旅客按照北部湾航空规定的定座手续和购票时限支付票款，经北部湾航空或其授权代理人填开客票并将定座情况列入有关客票，才能认为定座已经完成并有效。

(二) 按照北部湾航空规定，某些特种票价可以附有限制或免除旅客变更、取消定座权利的条件。

(三) 为方便旅客更好地了解所选航班的服务信息，北部湾航空或北部湾航空销售代理人通过网络途径销售客票时，以显著方式告知旅客所选航班的主要服务信息，包括但不限于以下内容，旅客应仔细阅读，确保信息准确。

- 1、承运人名称，包括缔约承运人和实际承运人；
- 2、航班始发地、经停地、目的地的机场及其航站楼；
- 3、航班号、航班日期、舱位等级、计划出港和到港时间；
- 4、同时预订两个及以上航班时，应当明确是否为联程航班；
- 5、该航班适用的票价以及客票使用条件，包括客票变更规则和退票规则等；
- 6、该航班是否提供餐食；
- 7、按照国家规定收取的税、费；
- 8、该航班适用的行李运输规定，包括行李尺寸、重量、免费行李额等。

北部湾航空或北部湾航空销售代理人通过售票处或者电话等其他方式销售客票时，会明确告知旅客以上信息或者登陆北部湾航空官网 (<https://www.gxairlines.com>) 获取以上信息的途径。

## 第二条 购票时限

如果旅客未在规定的购票时限内支付票款，北部湾航空或其授权代理人有权取消座位。

## 第三条 旅客的个人资料

(一) 旅客应向北部湾航空或者北部湾航空销售代理人提供国家规定的必要个人信息以及旅客真实有效的联系方式，并对其提供的证件及信息的真实性、准确性负责，确保其购票与办理乘机登记手续时使用的证件相同，否则由此产生的损失由旅客自行承担。旅客通过网络途径或者电话方式购买客票时，应提供包括但不限于旅客有效身份证件号码、联系电话、儿童、婴儿出生日期等信息；旅客在售票处购票须凭本人有效身份证件或公安机关出具的其他有效身份证件。

(二) 旅客认可向北部湾航空提供的个人资料, 旨在用于定座和安排相关的运输服务, 以及办理移民和出入境手续。为此, 旅客授权北部湾航空保留其个人资料且有权将资料传递给地处任何国家的政府机构、北部湾航空有关部门、其他相关承运人或相关服务的提供者。

(三) 北部湾航空、机场管理机构、地面服务代理人、销售代理人、航空销售网络平台经营者、航空信息企业按照国家关于个人信息保护规定, 不泄露、出售、非法使用或者向他人提供旅客个人信息。

#### 第四条 座位安排

北部湾航空除按照旅客已定妥的航班和舱位等级提供座位外, 不保证旅客所要求的特定位置的机上座位, 旅客对按照客票中的座位等级所可能分配的机上座位要予以接受。

#### 第五条 座位再证实

与其它承运人航班联运的客票, 需要按照规定向实际承运人进行座位再证实。旅客未能按要求进行座位再证实的, 北部湾航空不承担旅客由此造成的损失。旅客应当事先了解与旅行相关的承运人座位再确认要求, 如果需要再进行再确认, 旅客应当向客票上载明其代码的承运人办理座位再确认手续。

#### 第六条 承运人对续程座位的取消

如果旅客未使用已定妥的座位又未对后续航段进行再证实, 北部湾航空有权取消任何续程座位。

#### 第七条 优先定座

(一) 旅客持未定妥座位的全部或部分航段的客票要求定座, 无权要求优先定座。

(二) 旅客持已定妥座位的全部或部分航段的客票要求更改定座的, 无权要求优先定座。

(三) 对非自愿改变航程的旅客, 北部湾航空在情况许可时, 可给予优先定座。

## 第七章 乘机

## 第一条 值机

(一) 旅客应在北部湾航空或者北部湾航空地面服务代理人停止办理乘机登记手续前，凭与购票时一致的有效身份证件或旅行文件按时办理客票查验、托运行李、领取登机牌。

(二) 北部湾航空开始办理航班乘机登记手续及截止办理乘机手续的时间以各机场及北部湾航空公布的时间为准。各机场的乘机登记截止时间并不一致，北部湾航空或北部湾航空授权代理人应告知旅客办理乘机登记的截止时间，如销售的是代码共享航班客票，应告知旅客在实际承运人柜台办理乘机手续。旅客应预留充足的时间办理乘机登机手续。如果旅客未在规定的乘机登记截止时间之前办理登记手续，北部湾航空有权取消旅客的定座。

(三) 值机部门可直接为已定妥座位的旅客办理值机手续；未定妥座位的旅客，办理乘机手续的部门可不予办理。

## 第二条 登机

(一) 旅客办理完值机并办妥所有政府规定的乘机手续通过安全检查后，必须按时到达指定的登机门。旅客未能及时到达北部湾航空的乘机登记处和登机口，或者未出示其有效身份证件或旅行文件，或者未作好旅行准备，北部湾航空有权为不延误航班而取消旅客预定的座位。对旅客因此所产生的损失，北部湾航空不承担责任。

(二) 因承运人原因导致旅客误机、错乘、漏乘，客票按照非自愿办理变更或者退票，不收取变更或者退票费用。

(三) 因非承运人原因导致旅客误机、错乘、漏乘，客票按照自愿变更或者自愿退票，参照客票使用条件办理。

# 第八章 拒绝运输和限制运输

## 第一条 拒绝运输权

(一) 北部湾航空出于安全或根据自己合理的判断，确定有下列情况之一时，**应当拒绝运输**旅客及其行李：

1、依据国家有关规定禁止运输的旅客或者物品；

- 2、拒绝接受安全检查的旅客；
- 3、未经安全检查的行李，因安检原因拒绝放行的旅客；
- 4、办理乘机登记手续时出具的身份证件与购票时身份证件不一致的旅客；
- 5、国家规定的其他情况。

由此给旅客造成的损失，北部湾航空不承担责任。

(二) 北部湾航空出于安全或根据自己合理的判断，确定有下列情况之一时，**有权拒绝运输**旅客及其行李：

- 1、为了遵守始发地、经停地、目的地或者飞越国家的法律及其它有关规定；
- 2、旅客的身体状况可能因航空飞行而病情加重或者恶化、旅客的行为、年龄、精神或健康状况不适合旅行（法律对旅客身心障碍另有规定的除外），或者影响其他旅客正当权利的实现及对机上安全秩序产生不利影响，或者对本人或其他人员的生命或财产可能造成危害或危险；

- 3、旅客不遵守北部湾航空或政府机构的有关规定，或不听从北部湾航空工作人员安排和劝导；

- 4、旅客未按规定支付适用票价、费用和税款，以及未承兑其与北部湾航空之间的信用付款；

- 5、旅客未出示本人的有效护照、签证或其它旅行证件；

- 6、旅客可能企图在其过境国家非法入境；或者旅客可能在飞行中销毁其证件；或者旅客拒绝按照北部湾航空的要求将其旅行证件或复印件交由机组保管；

- 7、旅客交验的客票为非法取得或者其客票不是从出票承运人或者其授权代理人处所购得；其客票已经挂失；其客票为伪造客票；其客票没有经过承运人或其授权代理人同意而被更改，或已残损；北部湾航空保留收存上述客票的权利；

- 8、交验客票的人不能证明自己是“旅客姓名”栏内列明的人，北部湾航空保留收存上述客票的权利。

第二条 由于实际承运的旅客超过了飞机可允许的最大载量，北部湾航空有权决定旅客及行李的载运安排，对不能成行旅客及行李，北部湾航空将在航班起飞前告知旅客，按照非自愿签转或非自愿退票处理。

### 第三条 限制运输

(一) 婴儿、孕妇、无成人陪伴儿童、病患旅客、老年人旅客、犯罪嫌疑人及其押解人员、人体器官运输以及其他特殊旅客等，应当经北部湾航空同意，并事先

做出安排，在符合北部湾航空规定的承运标准下，方可予以承运，具体承运标准可参阅附则一或登录北部湾航空官网阅读。

（二）限制运输旅客的数量：出于安全的考虑，北部湾航空对每一航班限制运输旅客的数量进行相应的控制。

（三）北部湾航空遵照民航主管部门关于残疾人航空运输相关法律法规，为具备乘机条件的残疾人提供运输。

（四）遵照《人体捐献器官航空运输管理办法》，为符合携带人体捐献器官的旅客提供运输。

#### 第四条 对被拒绝运输旅客的安排

在北部湾航空运行中，当拒绝运输旅客、行李的情况发生时，运输服务部门对被拒绝运输的旅客、行李按北部湾航空《地面服务保障手册》中的有关规定予以必要的事后处理。北部湾航空或现场各代理单位将及时出具《拒绝运输证明书》。

（一）属本章第一条**应当拒绝运输**第（一）、（二）、（三）、（四）、（五）款情形的旅客，已购客票按自愿退票的规定办理。

（二）属本章第一条**有权拒绝运输**第（一）款情形的旅客，已购客票按自愿退票的规定办理。

（三）属本章第一条**有权拒绝运输**第（二）款情形的旅客款，由于旅客的身体状况可能因为航空飞行而病情加重或恶化不适合航班旅行的，已购客票按非自愿退票的规定办理。

（四）属本章第一条**有权拒绝运输**第（二）款，影响其他旅客正当权利的实现及对机上安全秩序产生不利影响，或者对本人或其他人员的生命或财产可能造成危害或危险的，以及第（三）款情形的旅客，已购客票按自愿退票的规定办理。

（五）属本章第一条**有权拒绝运输**第（四）款，由旅客补付不足的票款或税费，或按非自愿退票的规定办理，退还旅客已支付的票款。

（六）属本章第一条**有权拒绝运输**第（五）款情形的旅客，按自愿改变航班、日期或按自愿退票的规定办理。

（七）属本章第一条**有权拒绝运输**第（六）、（七）、（八）款情形的旅客，承运人保留扣留其客票的权利，必要时呈报有关主管部门处理。

## 第九章 行李

### 第一条 禁止和限制作为行李运输的物品

#### (一) 不得作为行李运输的物品

- 1、按照本条件第一章的定义，不属于行李的物品；
- 2、属于可能危及航空器或航空器、机上人员或财产安全的物品，例如根据国际民用航空组织《危险物品航空安全运输技术指南》、国际航空运输协会的《危险物品规则》、《民用航空危险物品运输管理规定》及北部湾航空规定中列明的物品，特别是以下禁运物品：爆炸品、压缩气体、腐蚀性物质、氧化物、放射性或磁化物、易燃、有毒、有威胁性或刺激性物质、杂项危险物质和物品，包括环境危害物质（例：磁性物质、锂电池等）、以及北部湾航空规定不得作为行李运输的其他危险物品等，其他类似物品的详细信息可向北部湾航空查询；
- 3、枪支，含各种类型仿真玩具枪、枪型打火机及其他各种类型带有攻击性的武器，但体育运动用器械除外。
- 4、军械、警械。
- 5、管制刀具。
- 6、任何始发地、经停地、目的地或飞越国家适用的法律、法规或命令所禁运的物品；
- 7、由于包装、形状、重量、体积、性质不适合航空运输的物品；
- 8、活体动物，但按照本章第十二条规定办理的除外。

#### (二) 不得作为托运行李运输的物品

旅客不得在托运行李中夹带易碎或易腐物品、货币、珠宝、古玩字画、贵重金属、金银制品、流通票据、有价证券、银行卡、信用卡或其它贵重物品、商业或官方或私人文件、护照和其它证明文件或样品、备用锂电池、充电宝等。对旅客违反上述规定而造成的损失，北部湾航空不承担责任。

#### (三) 限制运输的物品

下列物品只有在符合北部湾航空运输条件的情况下，并经北部湾航空同意，方可接受运输：

- 1、用于狩猎和体育活动的枪支和弹药可凭枪支运输许可证或国家体育行政部

门的批准证明作为托运行李运输，但不得作为非托运行李带入客舱。枪支必须卸下子弹和扣上保险并妥善包装。弹药的运输按国际民用航空组织和国际航空运输协会的规定办理。

2、管制刀具以外的利器、钝器，属于古董或旅游纪念品的剑、刀及类似物品，只能作为托运行李运输并符合有关规定。

3、精密仪器、电器等类物品，应作为货物托运，如按托运行李运输，必须有符合北部湾航空要求及该类物品应有妥善包装，并且此类物品的重量不得计算在免费行李额内，按逾重行李费收取运费。

4、外交信袋，机要文件。

5、旅客旅行途中使用的电动轮椅。

6、干冰、液态物品（包括酒类物品及含有酒精的饮料等）、旅客旅行途中所需的烟具、药品、化妆品等。

7、便携式电子设备（包括内含锂电池或锂电池芯的便携式电子医疗装置）。

8、人体器官运输。

（四）需要贴挂免责行李牌的物品

收运下列有运输责任争议的行李时，应贴挂“免除责任行李牌”，以免除北部湾航空相应的运输责任：

1、易碎、易损坏行李物品；

2、包装不符合要求的行李；

3、易腐物品或者夹带有易腐物品的行李；

4、旅客交运时间过晚的行李；

5、行李有破损和残迹；

6、超过承运人规定托运行李重量和体积限制的超重或者超大行李；

7、无锁或者锁已失效；

8、登机口拉下的超过客舱行李尺寸限制的旅客携带行李。

第二条 拒绝运输权

（一）本章中第一条第（一）款禁止作为行李运输的物品，北部湾航空有权拒绝作为行李运输；在运输期间一经发现上述任何物品，北部湾航空有权拒绝其继续运输。

（二）托运行李要用行李箱或其它合适的容器包装，以保证在正常的操作条件

下安全运输，否则北部湾航空有权拒绝作为托运行李收运。

### 第三条 检查权

为了运输安全，北部湾航空可以按规定程序对旅客行李进行检查。为了确定旅客是否携带或其行李内是否夹带本章第一条第（一）款中所述的物品，或者按第一条第（三）款规定查验旅客应向北部湾航空交验而未交验的物品，即使旅客不在场，北部湾航空也可以对其行李进行检查、扫描或X射线检查。如果X射线或扫描给旅客的行李造成损坏，北部湾航空不承担责任。如果旅客不愿遵守上述规定，北部湾航空有权拒绝该旅客或其行李的运输。

### 第四条 托运行李

（一）行李一经托运，即由北部湾航空负责照管，每件托运行李签发一张行李牌识别联。

（二）旅客应在托运行李的内部或外部标注姓名、联系方式或其他个人识别标志。

（三）旅客的托运行李尽可能与旅客同机运输。由于安全、安保或运行方面的原因，旅客的托运行李确实不能同机运输的，北部湾航空将向旅客说明，在确保安全及载量许可的情况下，将托运行李安排在后续航班上运输。

（四）除另有规定外，非美加航线，托运行李每件重量最大不能超过32公斤，体积不能超过40厘米×60厘米×100厘米。超过上述规定的行李，应事先征得北部湾航空的同意才能托运（逾重行李收费标准请参照下文 第七条 逾重行李 内容）。

### 第五条 非托运行李

（一）携带入客舱的行李要妥善安放在旅客前面的座椅下或客舱顶部行李架内。

（二）除另有规定外，每位旅客所携带入客舱的非托运行李单件重量不能超过7公斤，体积最大不能超过20厘米×40厘米×55厘米。公务舱旅客每位旅客可携带2件，经济舱每位旅客可携带1件。超过上述规定的行李，应当作为托运行李运输。

（三）如旅客行李不适合在航空器货舱内运输，例如精致乐器，并且不符合本章第五条第（二）款规定，旅客应提前通知北部湾航空，在获得北部湾航空同意后，按照占座行李单独收费。

### 第六条 免费行李额

（一）在北部湾航空办理的国际运输中，免费行李额分别实行计重制和计件制

二种。旅客应根据北部湾航空规定的条件和限额携带免费运输的行李。

(二) 在一个单一运输合同下组成国际运输的北部湾航空国内航段, 旅客适用的免费行李额按行李票上标明的免费行李额为准。

(三) 购买混合等级客票的旅客, 其免费行李额可按各该航段票价级别规定的免费行李额分别计算。

(四) 搭乘同一飞机前往同一目的地点或者中途分程地点的两人或两人以上的同行旅客, 在同一时间、同一地点办理行李托运手续的, 其免费行李额可按各自的票价级别规定的标准合并计算。

(五) 旅客自愿改变航程后的免费行李额, 应当按改变航程后客票票价级别所适用的免费行李额的规定办理。旅客非自愿改变航程后的免费行李额, 应当按照原客票票价级别所适用的免费行李额的规定办理。

#### (六) 免费行李额计件制

除北部湾航空另有规定外, 按下列规定办理:

1、除另有规定外, 按适用的公务舱票价购票的成人旅客, 享有 2 件每件 32 公斤免费托运行李额; 按适用的超值经济舱票价购票的成人旅客, 享有 1 件每件 23 公斤免费托运行李额; 按适用的经济舱票价购票的成人旅客, 享有 1 件每件 23 公斤免费托运行李额。免费托运行李每件三边之和不超过 158CM。

2、儿童及按儿童票价购票的婴儿, 其免费行李额与本款第 1 项中的规定的成人免费行李额相同。按适用婴儿折扣购票的婴儿享有 10 公斤免费托运行李额, 单件托运行李三边之和不得超过 115cm, 且可免费携带一件全折叠式婴儿坐车 (20CM\*40CM\*55CM), 则可以带入客舱放在行李架上进行运输。若手推车的尺寸或重量超过以上规定, 则必须作为托运行李进行免费运输。

3、残疾旅客免费额, 可免费携带一个轮椅或者其他的协助行走的设备。

#### 第七条 逾重行李

(一) 逾重行李只有在旅客支付逾重行李费并由北部湾航空填开逾重行李票后才能被承运。

(二) 逾重行李收费管理规定。

北部湾航空国际及地区超限行行李收费规定		
收	呼叫中心	机场值机柜台/登机口

费 标 准	价格 (人民币:元)		价格 (人民币:元)	
	超件(公务/经济)		超重(仅经济,公务不允许)	
	超出的第一件	超出的第二件及以上	23KG<W≤28KG	28KG<W≤32KG
	790/件	1260/件	390	1000
	/		超件(公务/经济)	
			超出的第一件	超出的第二件及以上
			880/件	1400/件
			超尺寸(公务/经济)	
158CM<W≤203CM				
		1000/件		
适 用 航 线	东南亚、日韩、港澳台地区航线			
备 注	<p>1. 机场值机柜台/登机口同时包含超件、超重或超大中两项或以上的进行叠加收费。</p> <p>2. 持儿童、婴儿客票的旅客超限行李费收费标准视同成人。</p> <p>3. 单件托运行李重量上限不得超过32公斤(70磅),三边尺寸之和不得超过203厘米(80英寸),重量、尺寸超过以上标准的,建议旅客将行李拆开分装,无法拆分的请旅客联系机场货运单位进行运输。</p> <p>4. 分拆后的行李如单件尺寸或重量不超收费标准,则仅以件数计算逾重行李费,分拆后同时包含超件、超重或超大中两项或以上的应叠加收费。</p> <p>举例:</p> <p>(1)旅客票面免费行李额为1件23公斤,计划托运行李重量为1件35公斤,拆分为两件后重量分别为15公斤与20公斤,单件均不属于超重范围,则仅按照超出1件收取逾重行李费,即最终缴费金额为880CNY;如拆分后两件重量分别为25公斤与10公斤,则除收取超件费用外还需对1件超重行李进行收费,即最终缴费金额为880+390=1270元。</p> <p>(2)旅客票面免费行李额为1件23公斤,计划托运行李重量为50公斤,拆分为四件后重量分别为10公斤、10公斤、15公斤、15公斤,免费行李额度为1件,则该旅客超出了3件,最终缴费金额为880+1400+1400=3680元。</p> <p>5. 货币支付情况,请以出发地机场值机柜台要求为准。</p> <p>6. 包机航线的免费行李额和超限行李费以包机商的要求执行。</p>			

(三) 登机口原则上不再办理托运行李,只对旅客非托运行李进行监控。如因旅客原因(非承运人原因)迟交运行李,则安排后续航班速运抵达目的地机场相关处置方式执行。

#### 第八条 声明价值和费用

(一) 旅客的托运行李,每公斤价值超过30美元或等值外币时,可办理行李

的声明价值。

(二) 托运行李的声明价值不能超过行李本身的实际价值。每一旅客的行李声明价值最高限额为 2500 美元或等值外币。如北部湾航空对声明价值有异议而旅客又拒绝接受检查时，北部湾航空有权拒绝收运。

(三) 北部湾航空按照旅客声明的价值中超过本条第(一)款规定限额部分的价值的 5%收取声明价值附加费。金额以人民币元为单位，尾数四舍五入。

(举例：某一旅客托运一公斤行李要求办理声明价值为 5000 美元，超出的 (5000-30=4970 美元) 部分，需收取声明价值附加费 (4970×0.0005=2.485 美元约)

(四) 办理声明价值的行李不包含在免费行李额内。

(五) 旅客办理声明价值的托运行李仅限于整包件行李。行李中的任何单个物品不得办理声明价值。

(六) 旅客非托运行李不办理声明价值。

#### 第九条 托运行李的收运

(一) 旅客必须凭有效的客票托运行李。

(二) 旅客将行李托运后收到的行李牌识别联作为认领行李的凭据。

(三) 旅客托运有运输争议的行李时，应向北部湾航空做出书面承诺，贴挂免除责任行李牌，以免除北部湾航空相应的责任。

(四) 作为行李运输的货物，应经北部湾航空同意后方可与旅客同机运输，但对此类物品的运输要按逾重行李收取费用。

#### 第十条 行李交付

(一) 旅客应在目的地点或者中途分程地点凭行李牌识别联尽早领取托运行李，必要时应交验“客票及行李票”。

(二) 北部湾航空凭行李牌识别联交付托运行李，对于领取托运行李的人是否确系旅客本人，以及由此造成的损失及费用，北部湾航空不承担责任。

(三) 如领取托运行李的人不能出示行李票和行李牌识别联，应提供北部湾航空认可的证明，必要时按北部湾航空的要求，声明同意赔偿由此可能给北部湾航空造成的损失或费用后，方可领取行李。

(四) 旅客在领取托运行李时，未提出书面异议，即为该行李已经按照运输合同完好交付的初步证据。

## 第十一条 占座行李，易碎、贵重物品和外交信袋运输的特殊规定

### （一）占座行李

1、行李必须占用座位时，应在定座时提出申请，在取得北部湾航空同意后方可运输。

2、旅客带入客舱的占座行李由其自行照管，且购买客票并单独占用座位。占用每一座位的行李重量不得超过 75 公斤，总体积不得超过 145CM×50CM×30CM，其包装要适当。占座行李不得超过上述重量或体积限制要求，对于超过此要求的物品，应作为货物运输。为了保证飞行安全，旅客及其行李所占用的座位要由北部湾航空指定，在整个旅途中行李用安全带加以固定，必要时须用紧固物系扎牢固。

3、占座行李不计入免费行李额，运费按照旅客购买的成人销售票价计算。

4、如果运输是由连续承运人办理的，则必须取得有关连续承运人的同意。

（二）易碎、贵重行李，除按照本条件其它有关规定办理外，如需占用座位，按照本条第（一）款的规定办理。

### （三）外交信袋

1、根据外交信使的要求，北部湾航空可以按照托运行李办理，承运人仅承担一般托运行李运输责任。

2、外交信袋如需占用座位，按照本条第（一）款的规定办理。

## 第十二条 动物

### （一）导盲犬、助听犬等辅助犬或服务犬

除以下情况辅助动物不适宜运输外，北部湾航空允许限制旅客携带辅助动物进入客舱：

1、辅助动物对其他人的健康或安全造成直接威胁（例如动物表现出危险行为）。

2、辅助动物严重扰乱客舱服务(例如动物过重或过大导致客舱无法容纳)。

3、动物不允许进入外国机场。

每位旅客可携带的服务犬数量不得超过 1 只；E190 机型承运服务犬总数不得超过 3 只；A320 机型承运服务犬总数不得超过 4 只。

辅助动物及其包装箱免费运输，不加收任何费用。

辅助动物运输文件要求：

1、中国境内运输文件要求：有效《动物检疫合格证》，即动物体检健康证明；

有效的《动物训练合格证明书》、《动物工作证》或《动物身份证》。

2、国际及地区航班运输文件要求：旅客应在至少出发前7天为辅助动物备妥下列文件，相关政府（目的地/中转地）核发的有效出境/入境文件。

3、有关当局核发的有效健康声明书及狂犬病疫苗注射证明书。妥善的备齐所有行程中涵盖的入境/过境国要求的入境许可、健康声明书及疫苗注射证明。任何行程中涵盖的入境/过境国政府要求的额外特殊文件。有关证件要求可参考最新《TRAVEL INFORMATION MANUAL》，或咨询相关国家的领事馆或大使馆，或通过相关国家政府网站进行查询。

（二）旅客应对运输上述动物的伤亡承担全部责任，除非该伤亡是北部湾航空故意或过失造成的。在中途不降停的长距离飞行航班上或者在某种型号的飞机上，不适宜运输导盲犬或助听犬的，北部湾航空有权不接受运输。如动物因被拒绝入境或者过境而造成受伤、丢失、延误、患病或者死亡，北部湾航空不承担责任。

## 第十章 班期与时刻

### 第一条 班期时刻

（一）北部湾航空应尽力在合理的期限内运送旅客及其行李，遵守公布的在旅行之日内有效的班期时刻。但是，航班时刻表或其他场所所列的时刻仅供参考，在其公布之日与旅客实际开始旅行之日期间有可能发生变动，北部湾航空对航班时刻表或其他场所所列的时刻或机型不予保证，而且该航班时刻或机型也并非航空运输合同的组成部分。

（二）除非损害是由于北部湾航空的故意或明知可能造成损失而轻率地作为或不作为所造成的，北部湾航空对班期时刻表或以其它形式公布的时刻表中的差错或遗漏不承担责任。北部湾航空对其雇员、代理人或北部湾航空的代表就始发或到达时间、日期或任何航班飞行所作的解释不承担责任。

（三）航班时刻表可以在未给予通知的情况下进行更改，北部湾航空可以在需要的情况下更改时刻表中标明的经停地点，以及在无须给予通知的情况下替换其它的承运人或飞机。

### 第二条 航班取消及变更

(一) 由于下列情况之一的，北部湾航空可以不经事先通知，改变机型或航线，更换承运人，取消、中断、延期或推迟航班飞行：

- 1、为遵守有关国家的法律、法规和命令；
- 2、为保证飞行安全；
- 3、承运人无法控制或不可预见的原因。

(二) 根据《蒙特利尔公约》，由政治不稳定、天气条件与相关的航班的运营不协调、安全风险、意想不到的飞行安全缺陷和影响承运人经营的罢工等特殊情势导致的航班取消、中断、延期或推迟飞行，即使承运人采取了所有可合理要求的措施都不可能避免该情势的发生，承运人的责任将被减免。

(三) 与特定日期的特定航空器相关的空中交通管制的决定所影响导致长时间的航班延误、整夜的延误，或由该航空器执行的一个或多个航班的取消，这种特殊的事件应被认为是存在的，即使是承运人为了避免航班的延误或取消采取了所有合理的措施。

### 第三条 后续安排

(一) 由于第二条第(一)款所列的非承运人原因之一，北部湾航空取消或延误航班，未能向旅客提供已定妥的座位或事先已分配的座位，或未能在旅客的中途分程地点或目的地点停留，或造成旅客已定妥座位的航班衔接错失，北部湾航空考虑旅客的合理需要采取下列措施之一：

1、为旅客安排在第一个能够定妥座位的北部湾航空的后续航班，或协助旅客签转到其他承运人的航班运输。

2、按照本条件第十二章第五条的非自愿退票有关规定办理退票。

3、协助旅客安排膳宿、地面交通等服务。始发地旅客的费用由旅客自理。对于中转或过境的旅客，北部湾航空将向其提供餐饮或/和住宿服务。

(二) 由于北部湾航空承运人原因，北部湾航空取消或延误航班，未能向旅客提供已定妥的座位或事先已分配的座位，或未能在旅客的中途分程地点或目的地点停留，或造成旅客已定妥座位的航班衔接错失，北部湾航空考虑旅客的合理需要采取下列措施之一：

1、为旅客安排在第一个能够定妥座位的北部湾航空的后续航班或签转给其他承运人的航班运输，将旅客运达目的地点。

2、按照本条件第十二章第五条的非自愿退票有关规定办理退票。

3、根据北部湾航空的规定协助旅客安排膳宿、地面交通等服务。

4、除采取以上措施外，北部湾航空对旅客不再承担其它任何责任。

第四条 由于北部湾航空的原因造成以下情况之一，造成航班取消、中断、延期或推迟飞行，北部湾航空将按其规定向旅客提供餐饮、住宿或其它北部湾航空认为必要的服务，但北部湾航空不保证向旅客提供超过其规定标准的服务。

（一）取消旅客已经定妥座位的航班；

（二）取消的航班约定经停地点中含有旅客的出发地点、目的地点或中途分程地点；

（三）未能在合理的时间内按照班期时刻进行飞行；

（四）造成旅客已定妥座位的航班衔接错失；

（五）未能提供事先已定妥的座位。

## 第十一章 改变航程和更改客票

第一条 旅客已开始旅行但未到达目的地点前要求改变客票中未使用部分载明的航程、目的地点、承运人、座位等级、航班或者客票有效期，为自愿改变航程。承运人取消旅客已定妥座位的航班，或者取消航班在旅客的目的地点或者中途分程地点降停，或者未能合理地按照班期飞行，或者未能提供事先定妥的座位造成旅客改变航程，为非自愿改变航程。

第二条 自愿改变航程，按下列规定办理：

（一）旅客应当在未到达客票载明的目的地点前提出；

（二）改变航程后，应当适用原客票第一张乘机联载明的运输开始之日所适用的票价和各项费用；

（三）改变航程后填开新客票的有效期应当与原客票所适用的有效期相同，并从原客票第一张乘机联载明的运输开始之次日零时起计算；

（四）旅客购票后，如要求改变航班、日期，北部湾航空及其销售代理企业在航班有可利用座位并且时间允许的条件下给予办理。

第三条 因执行本规则第十章第二条第（一）款的规定，造成旅客非自愿改变航程的，承运人应当考虑旅客的合理需要，并按下列规定办理：

(一) 为旅客安排第一个能够定妥座位的航班或者签转给其他承运人；

(二) 改变原客票载明的航程，安排承运人的航班或者签转给其他承运人，将旅客运送到目的地点或者中途分程地点；

(三) 按照本规则第十二章第五条的规定办理；

(四) 协助旅客安排膳宿、地面交通等服务。始发地旅客的费用由旅客自理。

第四条 因下列情况之一，造成旅客非自愿改变航程的，承运人应当在按照本章第三条第(一)、(二)、(三)项的规定处理的同时，还应当按照承运人规定免费为旅客提供休息场所、饮料、食品、膳宿或者其他承运人认为必要的服务：

(一) 承运人造成旅客已定妥座位的航班取消；

(二) 承运人的航班未在旅客目的地点或者中途分程地点降停；

(三) 承运人未合理地安排班期时刻飞行；

(四) 承运人未提供旅客事先已定妥的座位；

(五) 承运人造成旅客错失已定妥座位的衔接航班。

## 第十二章 退票

### 第一条 一般规定

(一) 由于北部湾航空未能按照运输合同提供运输，或由于旅客自愿改变其安排，北部湾航空或其授权代理人将按照本章和北部湾航空其它规定，对未使用的北部湾航空客票或其未使用部分航程办理退票。

承运人或者航空销售代理人应当在收到旅客有效退款申请之日起7个工作日内（不含金融机构处理时间）办理完成退款手续。

(二) 旅客应在客票有效期内申请退票；超过客票有效期而申请退票，北部湾航空可以拒绝其退票申请。

### 第二条 退票地点

旅客要求退票应当在原购票地点或者经北部湾航空同意的其他地点办理。

### 第三条 货币

办理退票必须符合原购票地和退票地国家的法律及其它有关规定。用原付货币

退款，但也可以用原购票地国家货币或退票地国家货币退款。

#### 第四条 退票对象、所需文件及责任免除

(一) 北部湾航空有权向客票上载明姓名的人办理退款。

(二) 如客票上载明的旅客不是客票的付款人，并在客票上载明退票限制条件的，则票款只退给客票付款人或其指定的人。

(三) 如果申请退票人不是客票上载明姓名的旅客本人，申请退票人必须在出具其身份证明的同时，提供该客票上载明姓名的旅客的身份证明和其退票授权书。

(四) 除客票遗失的情况外，申请退票人应向北部湾航空提供旅客联、付款凭据和所有未使用的乘机联方能办理退票。购买电子客票的旅客凭本人有效身份证件办理退票。

(五) 北部湾航空将票款退给持有客票未使用的全部乘机联、旅客联及付款凭据，并符合本条第(一)、(二)、(三)款规定的人，被视为正当退款，北部湾航空立即解除责任。

#### 第五条 非自愿退票

由于本条件第三章第六条第(一)款、第十章第二条所列的原因之一，旅客要求退票，按以下规定办理：

(一) 客票全部未使用，退还全部已付票款；

(二) 客票已部分使用，应从全部票款中，扣除已使用航段相应票款和税费，但所退金额不得超过已付款项金额，退还余额，不收取任何退票费及服务费。

#### 第六条 自愿退票

旅客自愿要求退票，按以下规定办理：

(一) 客票全部未使用，从已付票款中扣除所有适用的服务费或退票费，退还余额；

(二) 客票已经部分使用，从已付票款中扣除已使用的航程的适用票价，再扣除所有适用的税费或退票费，退还余额。

(三) 持特种/优惠票价客票的旅客要求退票，如该优惠票价对退款有特殊规定，退票按该规定办理。

#### 第七条 拒绝退款权

(一) 按照适用运价及北部湾航空有关规定不能办理退票的，北部湾航空有权拒绝退票。

(二) 提供给北部湾航空或政府作为准备离境证明的客票，北部湾航空不予退票。但如果旅客确已取得居留许可或将改乘其他承运人航班或使用其它运输方式离境的，在旅客提供给北部湾航空认为满意的证明后，北部湾航空可予以退票。

## 第十三章 超售

第一条 按照国际航空运输行业通行的做法，北部湾航空根据市场信息以及收益管理系统数据分析，为满足更多旅客成行需求并将航班座位虚耗降到最低，北部湾航空可能会在某些航班上进行适当的超售。

### 第二条 超售处理原则

(一) 北部湾航空将以包含但不限于当面、电话、短信以及社会公示等方式告知旅客超售的含义以及超售旅客享有的权利。

(二) 因北部湾航空超售导致实际乘机旅客人数超过座位数时，在现场工作人员办理乘机手续前或过程中，地面服务单位可在登机口和值机柜台放置布告牌告知旅客航班超售信息和自愿放弃座位旅客的补偿方法及后续服务安排，北部湾航空安排人员在值机柜台或登机口首先寻找自愿放弃座位的旅客，并给予旅客一定的补偿。

(三) 在没有足够自愿者的情况下，航班超售时，非自愿弃乘的旅客座位应按以下顺序优先保证：

- 1、执行国家紧急任务的重要旅客及其随行人员；
  - (1)VVIP 及其随行人员；
  - (2)VIP 及其随行人员；
  - (3)CIP 及其随行人员；
- 2、携带或者护送人体捐献器官的旅客（OPO 工作人员）；
- 3、经北部湾航空同意并事先做出安排的、有特殊服务需求的老、幼、病、残、孕等特殊旅客；
- 4、衔接国际航班的旅客；
- 5、头等舱、公务舱旅客；
- 6、金鹏白金卡和金卡、海航金爵度假俱乐部至尊卡（金色卡）旅客；
- 7、金鹏银卡旅客；
- 8、金鹿卡、易生新金鹿卡旅客；
- 9、到达站转机衔接时间短的联程旅客；

10、有控座的加机组人员：

- (1)跟机放行或观察故障的维修人员；
- (2)执行异地任务调拨的空勤人员；
- (3)紧急航材调拨任务和临时派往异地维修飞机的维修人员；
- (4)执行异地任务调拨的维修人员；
- (5)执行任务的飞行翻译、航医；
- (6)检查（调查）安全运行工作的公司安全保卫人员；
- (7)持有局方有关部门或本公司领导特批件的“其它人员”；
- (8)其它有控座的加机组人员；

11、有证明特殊困难急于成行的旅客；

12、普通定座旅客（按票面价由高至低顺序，同等舱位先到旅客优先）。

### **第三条 自愿弃乘与现场实超后被拒绝登机旅客赔偿标准**

（一）如选择退票，则免收退票费，补偿旅客所持票面价格的 30%，如果补偿金额低于 200 元人民币，则按照 200 元人民币补偿。

（二）如选择改签，则免费安排至后续最早有空余座位的北部湾航空航班，或在征得旅客及有关承运人同意后，为旅客免费签转至与北部湾航空签署不正常航班签转协议的航空公司同服务等级航班上。同时北部湾航空将额外给予补偿费用范围为 200 元人民币至旅客所持客票的票面价格（具体金额可现场协商）的经济补偿，如补偿费用低于 200 元人民币，则按 200 元人民币补偿。

（三）其他持金鹏卡积分免票、机构客户免票、代理人奖励免票、宾客免票等客票的旅客的补偿标准为人民币 200 元/人，其他服务内容等同于普通旅客。

（四）联程旅客超售，北部湾航空按上述规定只对超售航段进行现金补偿，后续联程航段北部湾航空可根据旅客行程安排为旅客办理免费签转、变更、退票、食宿等服务。

（五）如旅客需要开具超售书面说明，可通过拨打北部湾航空客服电话（95370）进行开具，具体内容以客服开具为准。

## **第十四章 飞机上的行为**

**第一条** 旅客如果在飞机上的行为危及飞机或飞机上任何人员或财产的安全，

或妨碍机组人员履行职责,或不遵守机组的指示,或有其他旅客有理由反对的行为,北部湾航空有权采取一切必要适当的措施,包括对旅客的管束,以制止这种行为。

## 第二条 关于旅客在机上便携式电子设备使用

(一) 在飞行的任何阶段,旅客禁止使用下列便携式电子设备:

- 1、无法通过飞行模式关闭信号传输功能的移动电话
- 2、便携式电视
- 3、便携式录像和回放设备
- 4、无线电接收机
- 5、无线电发射机
- 6、具有无线遥控器的玩具
- 7、必须开启蓝牙功能的电子设备
- 8、充电宝等便携式移动电源
- 9、其他未定义及无法判断是否能够对飞机系统产生干扰的电子设备

(二) 旅客可全程使用的便携式电子设备:

1、下列可单手掌握的小型 PED,如选择了“停止传输功能”或“飞行模式”并且关闭移动数据传输功能、WI-FI 功能及蓝牙功能情况下,可全程使用:

- (1) 移动电话、电子书、平板电脑、MP3/4、电子游戏机、电子词典等;
- (2) 医学辅助用电子设备类:助听器等。

2、其他类旅客可全程使用的设备:

- (1) 电动剃须刀
- (2) 电子计算器
- (3) 没有无线遥控器的小型电动玩具
- (4) 便携式随身听(光盘/光碟机、盒式磁带播放机)
- (5) 便携式语音记录器
- (6) 照相机

(三) 旅客在巡航高度可使用的便携式电子设备:

笔记本电脑:为避免飞行关键阶段设备滑落等原因阻碍应急通道,在滑行、起飞及下降阶段,笔记本电脑需要收入旅客座椅下方或放入行李架内,在平飞阶段方可使用。

#### （四）其他要求

当怀疑飞机受到电磁干扰、实施低能见运行程序时，旅客需遵照航班乘务人员要求将所有便携式电子设备电源关闭。

## 第十五章 一般服务

第一条 北部湾航空不负责为旅客提供机场区域内、机场与市区之间或在同一城市的机场与机场之间的地面运输。对于此项地面运输服务提供者的行为或疏忽，或销售代理人为旅客取得此项地面运输服务给予的任何帮助，北部湾航空不承担责任。

第二条 旅客在联程航班衔接地点的地面膳宿费用，应由旅客自理。

第三条 空中飞行过程中，北部湾航空不提供免费餐饮，但北部湾航空将在航班上提供一定品种的餐食和饮料供旅客选择，但须付费购买。

#### 第四条 不正常航班服务

（一）由于北部湾航空机务维护、航班调配、机组等原因，造成航班在始发地延误或取消，北部湾航空应按规定向旅客提供餐食或住宿等服务（在销售时声明相关限制条件的产品不享受此服务），不再承担经济补偿责任。

（二）由于天气原因、空管原因、军事活动、公共安全、场区次序、机场设施、安全检查、联检、油料保障、离港系统、旅客原因等非北部湾航空原因，造成航班在始发地延误或取消，北部湾航空应协助旅客安排餐食和住宿，费用应由旅客自理，不再承担经济补偿责任。

（三）航班在经停地延误或取消，无论何种原因，北部湾航空应按规定负责向经停旅客提供餐食或住宿服务，不再承担经济补偿责任。

（四）航班发生备降，无论何种原因，北部湾航空均应当向备降旅客提供餐食或者住宿服务，不再承担经济补偿责任。

（五）航班发生延误或取消时，北部湾航空协助旅客开具航班延误、取消证明。

（六）航班延误或取消，北部湾航空与其销售代理人应尽可能的及时将航班延误或取消等信息通知旅客，北部湾航空及其地面服务代理人应做好解释工作。

（七）航班发生延误或者取消，无论何种原因，旅客可免费变更至北部湾航空

前后有可利用座位的航班或办理客票全退；因承运人原因导致航班发生不正常时，在征得旅客及有关承运人同意后，可为旅客签转至与我司签署不正常航班签转协议的航空公司航班上。因非承运人原因导致航班发生不正常时，北部湾航空可协助旅客办理签转手续，产生的费用由旅客自理。

（八）北部湾航空和其他各保障部门应相互配合，认真负责，共同保障航班正常，避免不必要的航班延误。

## 第十六章 附加服务安排

第一条 如在签订航空运输合同过程中，北部湾航空同意安排附加服务，除非是由于北部湾航空在安排此项附加服务中的过错造成的损失，北部湾航空对旅客不承担任何责任。

## 第十七章 行政手续

第一条 一般规定

（一）旅客必须完全遵守有关始发地、经停地、目的地和飞越国家的法律、法规、命令、要求、旅行规定以及承运人的规章和要求，并承担责任；

（二）北部湾航空对其雇员或代理人为了协助旅客取得必要的证件或签证或遵守上述法律、法规、命令、要求、旅行规定等所提供的无论是书面的或其它形式的任何帮助或信息均不承担责任；对任何旅客因未能取得必要的证件或签证或未能遵守上述法律、法规、命令、要求、旅行规定等而产生的后果，北部湾航空也不承担责任。

第二条 旅行证件

（一）旅客必须出示有关国家法律、法规、命令或规定所要求的出境、过境、入境、健康和其它证件，旅客也必须允许北部湾航空收存其副本或复印件；

（二）旅客未能遵守适用法律、法规、命令、要求、规定或所持证件不完备，

或者旅客不允许北部湾航空收存其证件副本或复印件，北部湾航空保留拒绝运输的权利。

### 第三条 拒绝过入境

(一) 由于旅客未获准过境或进入目的地国家，北部湾航空按照有关国家的政府命令将旅客运回其始发地或其它地点时，该旅客应按北部湾航空规定支付其适用票价；

(二) 旅客已经支付给北部湾航空的未使用航段的任何款项或者该旅客在北部湾航空手中的任何资金，北部湾航空均可用于支付上述票款；

(三) 用于运送至拒绝入境地点或遣返地的客票，北部湾航空不予办理退款。

### 第四条 罚金、拘留费等

(一) 如果由于旅客未能遵守有关国家法律、法规、命令、要求、旅行规定或未能出示所要求的证件而造成北部湾航空支付或垫付罚金、罚款或承担任何费用，旅客必须足额偿还北部湾航空支付或垫付的上述任何款项及承担的任何费用；

(二) 旅客已经支付给北部湾航空的未使用航段的任何款项，或者北部湾航空所掌管的旅客的任何款项，北部湾航空均可用于弥补上述支出。

### 第五条 海关检查

(一) 海关或其他政府人员要求检查其托运行李或非托运行李时，旅客必须到场接受检查；

(二) 由于旅客未能遵守上述规定，北部湾航空对旅客由此受到的损失或损坏不承担责任。

### 第六条 安全检查

旅客及其行李必须接受政府或机场行政人员或北部湾航空的任何安全检查。

### 第七条 法律法规

北部湾航空根据自己对适用法律、政府法规、指令、命令或要求的合理判断决定拒绝或已经拒绝对旅客提供运输服务的，不承担责任。

## 第十八章 连续承运人

第一条 由数个连续承运人依照一本客票或一本客票及其连续客票提供的运输应被视为一项单一的运输。

第二条 对于旅客损害，除明文约定由第一承运人对全程运输承担责任外，旅客或者任何行使其索赔权利的人，只能对发生事故或者延误时履行该运输的承运人提出。

第三条 关于托运行李损失，旅客有权对第一承运人提出索赔，有权接受交付的旅客有权对最后承运人提出索赔，旅客也可以对发生毁灭、遗失、损坏或者延误的运输区段的承运人提出索赔。上述承运人应当对旅客承担连带责任。

## 第十九章 损害责任

第一条 在蒙特利尔公约及以下规定的责任限额内，北部湾航空对发生在北部湾航空的班机上或者在上、下班机过程中的旅客伤亡事故承担损害赔偿责任；但是，旅客的人身伤亡完全是由于旅客本人的健康状况造成的，北部湾航空不承担责任。

第二条 北部湾航空对发生在北部湾航空的班机上或者处于北部湾航空掌管之下任何期间内的托运行李毁灭、遗失或者损坏事件承担损害赔偿责任。对于非托运行李，包括旅客随身携带物品，北部湾航空对因其过错或者其受雇人或者代理人的过错造成的损失承担责任。但是，行李（包括托运行李、非托运行李和旅客随身携带物品）损失是由于行李的固有缺陷、质量或者瑕疵造成的，北部湾航空不承担责任。另外，北部湾航空对行李的外部损伤和正常磨损不承担责任，例如：行李的外部支出部分如：带子、口袋、拉杆、挂钩、轮子或者其他黏附在行李的部分的损坏和超大/超包装的行李的损坏。

第三条 北部湾航空对旅客或行李在航空运输中因北部湾航空的延误引起的损失承担责任。但是，北部湾航空或者其受雇人、代理人为了避免损失的发生，已经采取一切必要措施或者不可能采取此种措施的，北部湾航空不承担责任。旅客必须在北部湾航空规定的时间内对行李损失提出申报并提供相应单据，否则北部湾航空将不承担责任。

第四条 经北部湾航空证明，损失是由索赔人或者索赔人从其取得权利的人的

过错造成或者促成的，应当根据造成或者促成此种损失的过错的程度，相应免除或者减轻北部湾航空的责任。旅客以外的其他人就旅客伤亡提出赔偿请求时，经北部湾航空证明，伤亡是旅客本人的过错造成或者促成的，同样根据造成或者促成此种损失的过错的程度，相应免除或者减轻北部湾航空的责任。

#### 第五条 关于赔偿责任限额的适用

（一）若属于 1999 年《蒙特利尔公约》规定的“国际运输”，则优先适用该公约关于责任限额的规定。

（二）若属于 1929 年《华沙公约》及 1955 年《海牙议定书》规定的“国际运输”，但不属于 1999 年《蒙特利尔公约》规定的“国际运输”，则适用《华沙公约》及其《海牙议定书》关于责任限额的规定。

（三）若不属于公约适用的“国际运输”，则适用双边条约或《中华人民共和国民用航空法》等国内法律、政府法规或命令的相关规定。

#### 第六条 公约关于赔偿责任限额的规定

##### （一）《华沙公约》及《海牙议定书》

1、北部湾航空对旅客伤亡的赔偿责任限额不超过二十五万法国金法郎或等值货币。

2、北部湾航空对托运行李的赔偿责任限额不超过每公斤二百五十法国金法郎或等值货币；对非托运行李和旅客随身携带物品的责任限额不超过每一旅客五千法国金法郎或等值货币。行李票上如果没有行李重量记录，托运行李的总重量被认为不超过所乘座位等级适用的免费行李额。按照本条件第九章第八条办理声明价值的托运行李，其损害赔偿以该声明价值为限。

##### （二）1999 年《蒙特利尔公约》

1、北部湾航空对每名旅客不超过 10 万特别提款权的旅客伤亡赔偿责任适用公约第二十一条第一款和第二十条的规定。

2、北部湾航空对每名旅客超过 10 万特别提款权的部分适用公约第二十一条第二款和第二十条的规定。

3、北部湾航空对行李（包括托运行李、非托运行李和旅客随身携带物品）的赔偿责任限额，根据公约第二十二条第二款，由每名旅客不超过 1000 特别提款权或等值货币提高至 1131 特别提款权。按照本条件第九章第八条办理声明价值的托运行李，其损害赔偿以该声明价值为限。

第七条 在与本条件前述各项规定不相抵触的情况下,无论其国际运输是否适用本条件所指定的公约,以下条款均适用:

(一) 北部湾航空仅对本公司航班的运输承担损害责任;北部湾航空为其他承运人航班的运输填开客票或办理行李托运,只能作为该承运人的代理人。

(二) 由于北部湾航空为遵守相关法律或政府法规、命令或规定所产生的任何损失,北部湾航空不承担责任;由于旅客未能遵守上述法律或政府法规、命令或规定而产生的任何损失,北部湾航空也不承担责任。

(三) 北部湾航空的责任以不超过经证实的直接损失数额为限;对于间接损失或后果性损失,北部湾航空不承担责任。

(四) 由于旅客行李中的物品对旅客造成伤害或对其行李造成损害,北部湾航空不承担责任;由于旅客行李中的物品对他人造成伤害或对他人或北部湾航空的财产造成损害,该旅客应赔偿北部湾航空的损失和由此支付的一切费用。

(五) 对于旅客在托运行李内夹带的易碎易腐物品、货币、珠宝、贵金属、金银制品、流通票据、有价证券或其它贵重物品、商业文件、护照和其它证明文件或样品的损失,北部湾航空均不承担责任。

(六) 由于旅客本人的年龄、精神或健康状况而造成或加重其本人的任何疾病、伤害、残疾或死亡,北部湾航空不承担责任。

(七) 本运输条件任何有关北部湾航空的责任免除或限制条款,同样适用于北部湾航空的代理人、雇员和代表以及将其飞机提供给北部湾航空使用的任何人及其代理人、雇员和代表;北部湾航空和上述代理人、雇员、代表以及北部湾航空使用其飞机的任何人及其代理人、雇员和代表所支付的赔偿总额,不得超过依照本条件所适用的责任限额。

第八条 除非本条件中有明确规定,本条件不排除公约或适用法律对免除或限制北部湾航空责任的任何规定的适用。

## 第二十章 异议和诉讼时限

第一条 异议时限

(一) 对于托运行李发生损失的, 有权提取托运行李的人必须在发现损失后立即向北部湾航空提出异议, 最迟自收到或应当收到托运行李之日起七日内提出; 托运行李发生延误的, 异议最迟自托运行李交付收件人处置之日起二十一日内提出;

(二) 任何异议均必须在前款规定的期间内以书面形式提出或者发出;

(三) 有权提取托运行李的人未按以上规定提出异议的, 不得向北部湾航空提起诉讼。

## 第二条 诉讼时限

诉讼应当自飞机到达目的地之日、应当到达目的地之日或者运输终止之日起两年内提起, 否则就丧失对任何损失索赔和诉讼的权利。诉讼期限的计算方法根据案件受理法院地的法律确定。

第三条 北部湾航空客户意见受理邮箱为: gx\_bbwyjsl@hnair.com, 服务监督的电话为 0771-5573987, 北部湾航空客服热线 95370 (7×24H)。客户意见受理邮箱和服务监督电话工作时间为周一至周五 9:00-11:50, 13:40-17:30, 非工作时间可拨打 24 小时客服电话 95370。北部湾航空将在收到旅客投诉之日起 10 个工作日内做出包含解决方案的处理结果。

## 第二十一章 修改和生效

第一条 北部湾航空有权依照中国民用航空局规定的程序, 不经通知修改其运输条件, 但此修改不适用于修改前已经开始的运输。

北部湾航空的工作人员、授权代理人或雇员都无权修改、更改、放弃或违反本运输条件的任何规定。

第二条 本运输条件共有中文和英文两种版本, 如发生争议, 以中文版本为准。

第三条 本条件由北部湾航空预先拟定并通过民航服务质量监督平台备案后向全社会公布, 自 2023 年 7 月 15 日起生效并施行。原 2023 年 1 月 21 日施行的《广西北部湾航空有限责任公司旅客、行李国际运输总条件》同时废止。

**本条件的解释权归北部湾航空有限责任公司。**



## 附则一

# 广西北部湾航空特殊旅客承运标准

### (一) 婴儿旅客

1、出生不足14天的婴儿和出生不足90天的早产婴儿(早产婴儿指胎龄满28周不满37周),北部湾航空不予承运。

注:由于新生儿的抵抗力差,呼吸功能不完善,咽鼓管又较短,鼻咽部常有粘液阻塞,飞机升降时气压变化大,对身体刺激大,新生儿又不会做吞咽动作,难以保持鼓膜内外压力平衡,因此,对婴儿乘坐飞机要有一定的限制条件,航空公司规定上述婴儿不能乘机。

2、以上第1点以外的婴儿旅客,需由年满十八周岁、具有完全民事行为能力的成人陪伴乘机,不单独占用座位并乘机。每一成人旅客最多可携带1名婴儿乘机,按照适用的婴儿折扣购票。婴儿旅客默认为不占座旅客,北部湾航国际航线不提供占座婴儿客票。

3、为便于运行控制、保证旅客的服务质量,一般以每名乘务员服务5名婴儿为标准,对婴儿的承运数量进行限制:E190承运数量为15名,A320机型承运数量为20名。

### (二) 孕妇旅客

1、如为以下情况,则北部湾航空不予承运:

(1) 怀孕9个月(36周)(含)以上者;

(2) 预产日期在4周(含)以内者;

(3) 预产期临近但无法确定准确日期,已知为多胎分娩或者预计有分娩并发症者;

(4) 顺产后不足7天,难产以及早产经医生诊断不宜乘机者。

2、需满足如下条件,北部湾航空允以承运:

(1) 怀孕不足8个月(32周)的孕妇:怀孕不足8个月(32周)的孕妇乘

机，除医生诊断不适宜乘机者外，在提出乘机申请时应出示预产期证明，凭有效身份证件及预产期证明办理乘机手续，按一般旅客接受运输（此类旅客运输不受限制）。

（2）怀孕超过 8 个月（32 周）（含）但不足 9 个月（36 周）的健康孕妇：

①医疗机构开具的在乘机前 30 天内（含）签发的孕检报告，或有医生签名/盖姓名章的注明怀孕周数的诊断证明。如孕检报告/诊断证明为电子版，须为医疗机构官方平台发布。在中国地区为中文或英文，在境外地区，可以由其他语言填写，但需要附有英文翻译版本或中文翻译版本。

②现场旅客提供孕检报告/诊断证明由地面保障人员查验，并填写《旅客运输声明书》。

### （三）无成人陪伴儿童

1、如为下列情况，则不予承运：

- （1）不足 5 周岁的儿童单独乘机；
- （2）12 周岁以下的聋哑儿童或者双目失明的儿童单独乘机；
- （3）未经北部湾航空同意；
- （4）在非北部湾航空或者北部湾航空未授权的售票处出票者；
- （5）国内国际串飞航班长段不接受无成人陪伴儿童的运输。

（国际国内串飞航班是指经停国内航点的国际航班，以 GX8967 兰州-南宁-新加坡航班为例，长段为兰州-新加坡段，不接受无成人陪伴儿童运输，兰州-南宁，南宁-新加坡段航班可接受无成人陪伴儿童运输）

（6）儿童旅客必须有 18 周岁以上具有完全民事行为能力的成人陪同。

① 5 周岁以下（不含 5 岁公历生日当天）儿童：每位年满 18 周岁且有完全民事行为能力的成年旅客最多可携带三名 5 周岁以下的儿童旅客，或最多可携带两名 5 周岁以下儿童和一名婴儿，或最多可携带一名残疾儿童同行。儿童须购买与其同行成人相同服务等级的客票。

② 5 周岁（含 5 岁公历生日当天）—12 周岁（不含 12 岁公历生日当天）的儿童：每位年满 18 周岁且有完全民事行为能力的成年旅客，最多可携带一名 5 周岁至 12 岁的残疾儿童同行，且不能再携带其他儿童及婴儿旅客。每位年满 18 周岁且有完全民事行为能力的成年旅客，携带 5 周岁至 12 周岁的非残疾儿童旅客同行时，儿童旅客购票无数量限制。儿童须购买与其同行成人相同服务等级的客票。

③ 超过规定数量的儿童，满足我司无陪儿童运输条件的，可办理无成人陪伴服务。

(7) 如果没有成人陪同，满足我司无人陪伴儿童运输条件的前提下，需办理无成人陪伴服务，否则不予承运。

2、各类机型运输限量：E190 飞机限制 3 名无成人陪伴儿童/航班，A320 飞机限制 4 名无成人陪伴儿童/航班。

#### (四) 病患旅客

1、北部湾航空要求患有某些病症的旅客提供医疗证明。患有风湿性关节炎旅客、哮喘旅客、有简单骨折（小臂、手足、单腿敷石膏），但可独立到紧急疏散口、可不需要单独安排人员随行陪护的旅客不需要医疗证明。但出于安全考虑，旅客不能携带氧气瓶。

2、出于下列合理医学考虑，北部湾航空将要求已出示医疗证明的旅客进行额外医疗检查：

- (1) 证明开出后旅客病情显著恶化；
- (2) 证明明显隐瞒疾病对航班上其他旅客的健康威胁。

3、额外医疗检查得出下列结论，则认为旅客不适宜旅行，则不予承运：

- (1) 旅客在航行中可能需要特殊医疗救助；
- (2) 旅客对航班上其他旅客的健康或安全造成直接威胁；

4、其他病患情况以及相关承运条件：

序号	种类	无法承运的情况	承运条件
1	各类手术病人	①胸腹部手术、肠胃手术后不足 10 天者禁止乘坐飞机； ②头部、眼科、耳鼻喉科等内外科手术后 15 天内； ③破伤风、气性环置患者； ④因脑炎或肿瘤或 30 天内做过气脑者； 以上情况均不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可承运。

2	耳鼻喉科疾病	①扁桃体摘除术； ②严重中耳炎伴有耳咽管堵塞； ③耳鼻有急性渗出性炎症； ④三十天内做过中耳手术的病人； ⑤严重鼻窦炎伴有鼻腔通气障碍者； ⑥龋齿或拔牙后创面未愈合者； 以上情况均不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可载运。
3	脑血管系统疾病	脑栓塞、脑出血、脑肿瘤、颅脑损伤、颅骨骨折伴有昏迷或呼吸节律不整者，脑的炎症、肿瘤和三十天内做过气脑者，由于飞机起降的轰鸣、震动及缺氧等可使病情加重，不宜乘坐飞机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可载运。
4	心血管系统疾病	①高血压病收缩压超过 24KPa (180mmHg)、舒张压超过 17.4KPa (130mmHg) 者； ②重度心力衰竭、心肌炎病后一个月以内； ③六周内曾发生心肌梗塞； ④三十天内心绞痛频繁发作、严重心律失常者；⑤脑血管病意外（脑梗、脑出血）后两周内； ⑥因空中轻度缺氧，可能使心血管病人旧病复发或加重病情，特别是心功能不全、心肌缺氧、心肌梗塞及严重高血压病人； 以上情况均不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可载运。
5	呼吸系统疾病	重度支气管哮喘、肺结核空洞、肺气肿、肺功能不全的肺心病，大纵隔肿瘤、设计先天性肺囊胸、肺叶切除者，飞行途中可能因气体膨胀而加重病情。三十天内患自发性气胸、气胸、血气胸、渗出性胸膜炎伴有呼吸功能障碍者；以上情况均不适宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可载运。
6	消化系统疾病	上消化道出血、溃疡面很深的胃肠道溃疡、急性阑尾炎不宜乘坐民航班机。消化道出血病人要在出血停止三周后才能乘飞机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可载运。
7	骨折	骨折用管型石膏固定和吊重锤牵引者、固定下颚骨手术者禁止乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可载运。
8	假肢	有些假肢是以小型二氧化碳气筒来驱动的，按照国际航协危险品规定穿戴这类假肢的旅客禁止乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可载运。

9	瘫痪	四肢瘫痪、高位截瘫病人急性期不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可承运。
10	糖尿病	因糖尿病昏迷病人不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可承运。
11	低血糖	因低血糖昏倒病人不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 手写运输申请书； 满足以上条件者可承运
12	严重贫血	重度贫血、外伤性大出血、红蛋白值在 60G/L 以下者不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可承运。
13	精神失常	狂躁型精神病可能对其他旅客造成威胁禁止乘坐民航班机； 其他精神病人，因航空环境气氛容易诱发疾病急性发作，故不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可承运。
14	癫痫病	因航空环境气氛容易诱发疾病急性发作，故不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可承运。
15	中毒	酒醉或麻醉品及其它毒品中毒者不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可承运。
16	其他	①带有严重咯血、吐血、出血及呻吟症状的病人； ②未经妥善处理的面部严重损伤、有特殊恶臭或者有特殊怪癖，可能影响自身或其他旅客安全者； ③处于抢救状态的休克、昏迷、颅内压增高病人； ④特大肿瘤伴有积气者、肠梗阻、颅脑、腹部、眼球等脏器或组织损伤；⑤颅脑损伤、颅骨骨折伴有昏迷或呼吸节律不整者； 以上情况不宜乘坐民航班机。	病情平稳期； 医疗诊断证明书； 有专护人员陪同； 手写运输申请书； 满足以上条件者可承运。

## （五）老年人旅客

根据《中华人民共和国老年人权益保障法》第二条规定，老年人是指六十周岁以上的公民。

1、按照一般旅客运输（无运输限制）划分：无特殊服务需求老年人旅客，身体健康或者自认为身体健康，有自理能力，在航空旅途过程中不需要航空公司给予特别照顾的老年人旅客。

2、如有如下一般服务需求的老年旅客，在购买客票时，填写适用的 A 类《特殊服务需求单》，在需求单上指明需要的特殊服务：

（1）因为身体年迈，短距离（一般在约 200 米以内）可自行行走，但长距离（约 200 米以上）行走体力不支，需要轮椅代步；

（2）身体残疾或年迈，需要手杖或拐杖支撑行走；

（3）听力或视力不好、语言或文字沟通有障碍，对乘机流程和环境不熟悉，无法顺利办理登机牌、候机、上下飞机、到达领取行李整个过程，需要安排人员给予引导；

（4）因自身身体原因，需要特殊餐食；

（5）需要特殊机上座位；

（6）其他的一般需求。

3、如有以下特殊服务需求的老年旅客：

（1）旅途运输过程中需要提供医疗氧气；

（2）肢体病伤；

（3）怀疑在飞机上需要额外医疗服务的条件下，才能完成所需航程运输。

由于此需求涉及到旅客自身或者航空运输安全，需要在北部湾航空直属售票处或者指定售票处购票，填写适用的 C 类《特殊服务需求单》，并提交适宜乘机的《医疗诊断证明书》。

## （六）犯罪嫌疑人及其押解人员

犯罪嫌疑人运输，必须事先在北部湾航空或北部湾航空授权的售票处办理定座和购票手续，经北部湾航空同意后方可承运。

1、公安机关押解犯罪嫌疑人，具有以下情形之一的，北部湾航空不予承运：

（1）押解人员不遵守民用航空安全管理规定的；

(2) 押解对象不配合押解的；

(3) 采取的防范措施不足以防范干扰航班秩序或者影响航空安全的；

(4) 押解单据不全的。

2、押解公安部督捕或者 A 级通缉的犯罪嫌疑人乘坐民航班机的，必须经民航局公安局批准；

3、各地公安机关在执行押解犯罪嫌疑人任务过程中，应遵守“中国民航关于押解犯罪嫌疑人乘坐民航班机程序规定”执行；

4、在执行押解犯罪嫌疑人任务前须向当地民航公安机关通报案犯的情况和准备采取的安全措施，经我司同意后持地、市以上公安机关购票证明、押解人员身份证和工作证办理手续；

5、犯罪嫌疑人及其押解人员仅限于乘坐经济舱，其票价按航线公布全票价计算，不得使用特殊票价或折扣票价；押解人员不得携带武器，可以使用手铐等必要的械具约束犯罪嫌疑人，但械具不宜外露；

6、在有执行国家紧急任务的重要旅客及其随行人员的航班上，不得载运押送犯罪嫌疑人；

7、押解警力（正式在职民警）至少应当 3 倍于犯罪嫌疑人，在押解过程中应当保持对犯罪嫌疑人的全程控制，不允许犯罪嫌疑人单独行动。同机押解的犯罪嫌疑人总数不得超过 3 名，押解女性犯罪嫌疑人应当至少有 1 名女性民警。

## （七）人体器官运输

人体器官：由各种细胞或组织构成的、并执行一定功能的生物体的分化结构，如人体不可再生的心脏、肝脏、肾脏、肺脏、胰腺、四肢、眼球、耳朵等，除此之外还包括人体细胞、角膜、骨髓等人体组织。

1、运输方式：仅接受旅客将人体器官作为客舱行李（手提行李或占座行李）运输，器官运输过程中由旅客自行照管。

2、限制运输：

(1) 运输专用容器内含有危险品的，应符合航空运输的相关要求。对不符合要求的，可拒绝运输。

(1) 装有人体捐献器官的运输专用容器应当接受民航行李安检设备检查，无疑点的可不再进行开箱检查。

(2) 除装有人体捐献器官的运输专用容器外，OPO 工作人员的其他行李物品按照正常程序接受安全检查。

(3) 人体捐献器官运输专用容器内含有保存人体捐献器官所必须的液态物品的，不受液态物品航空运输条件的限制，但应满足运输安全要求。对不满足要求的液态物品，可拒绝运输。

(4) 人体捐献器官运输专用容器超过我司允许旅客携带手提行李最大尺寸的，OPO 工作人员应按照占座行李的方式购票并运输。

3、申请时间：原则上须在航班计划起飞时间前 24 小时申请。人体器官获取组织（OPO）工作人员应至少在航班起飞前四个小时通过客服热线（95370）提出申请。

#### 4、运输包装及文件要求

(1) OPO 工作人员应接受相关培训，准备人体捐献器官航空运输的相关文件，做好人体捐献器官的包装（包括准备人体捐献器官运输专用标志），并提前向航空公司提出运输申请。

(2) 包装要求：使用专业的运输容器并在容器外显著位置张贴人体捐献器官运输专用标志。该容器应当有效保温、防震，方便携带、密封性好（不会散发异味、不会渗漏液体），容器外观不会对其他旅客造成影响，且不会因为飞行过程中机舱气压变化、飞机颠簸而导致器官损坏。

(3) 证明文件：须提前准备好具有人体器官移植资质医院所开具的器官运输证明《移植中心器官接收确认书》及复印件，证明文件应注明所运输器官的合法来源、用途、联系人姓名及联系方式等。

(4) 对于旅客的自身残肢，需要医院出具该残肢为旅客自身，该残肢不具备传染性，该残肢不属于医疗废物的证明。

(5) 运输协议：旅客应签署“人体器官运输协议书”，接受航空运输可能存在的风险。

### **（八）其他特殊旅客**

#### 1、酒醉旅客

(1) 定义：指酒精、麻醉品或者毒品中毒，失去自控能力，在航空旅行中明显会给其他旅客带来不愉快或者可能造成不良影响的旅客。

(2) 北部湾航空有权根据旅客的外形、言谈、举止，对旅客是否属于酒醉状态

做出判断，属于酒醉旅客，北部湾航空不接受运输；

(3) 在旅客上机地点，发现旅客处于醉态，不适合旅行或者妨碍其他旅客时，北部湾航空拒绝旅客登机。酒醉旅客被拒绝乘机后，已购客票按自愿退票的规定处理。

## 2、额外占座旅客

(1) 定义：额外占座旅客也称手提行李占座旅客，是指为了个人舒适和放置手提行李而要求占用两个或者两个以上座位的旅客。

(2) 旅客额外占座，旅客应在定座时提出申请，在取得北部湾航空同意后方可运输，并填写适用的《特殊服务需求单》。北部湾航空不接受货物作为占座行李运输。

(3) 手提行李占座，旅客应在定座时提出申请。每一名旅客仅可办理 1 张占座行李客票。

(4) 国际占座行李和多占座位旅客票价均实行见舱销售；占座行李本身没有免费行李额，不办理行李价值声明，多占座位旅客按购票座位数享受免费行李；国际航线税费按旅客人数收取。

## 3、机要交通人员或者外交信使

(1) 机要交通人员或者外交信使乘机，应事先办妥定座和购票手续；

(2) 如携带的机要文件或者信袋较多，应提前申请预留吨位。

(3) 机要文件或者外交信袋如需占用座位，还须按照额外占座旅客的购票规定向北部湾航空申请办理。

## 4、机要文件或者外交信袋的运输

(1) 机要文件或者外交信袋可由机要交通员或者外交信使随身携带，自行保管。如果机要交通员或者外交信使要求将机要文件或者外交信袋作为交运行李时，可以办理，但是对该机要文件或者外交信袋，北部湾航空人只承担一般交运行李的责任。

(2) 机要交通员或者外交信使随身携带的机要文件或者外交信袋，可放置在客舱内自己座位下面，重量以 10KG 为限。

(3) 机要交通员或者外交信使所携带的机要文件或者外交信袋和其他行李应合并称重，在超过免费行李额的部分按逾重行李收取逾重行李费。

(4) 机要交通员或者外交信使带入客舱的占座机要文件或者外交信袋由其自行照管。每一座位放置的机要文件或者外交信袋，总重量，国际航班或者国际航班国内段不得超过 75KG，总体积不得超过 40cm×60cm×100cm，其包装要适当。

## 5、保密旅客

(1) 定义：是指根据接待单位要求不公布身份的旅客。

(2) 保密旅客应事先在北部湾航空售票处办妥定座和购票手续

(3) 保密旅客的座位安排，在北部湾航空评估合理的情况下，可按照接待单位的要求办理。

#### **(九) 残疾人旅客**

具备乘机条件的残疾人，乘坐北部湾航空航班，经北部湾航空预先同意后，可参照《北部湾航空残疾人运输服务方案》执行。

查询路径：北部湾航空官网首页-旅行须知-《北部湾航空残疾人运输服务方案》。

## 附则二

# 客票销售、退票、变更实施细节

### （一）客票销售实施细节

1、旅客可通过北部湾航空航空官网 (<https://www.gxairlines.com>)、北部湾航空微信公众号或者北部湾航空销售代理人的网络平台购票，也可在北部湾航空及其销售代理人的售票处，以及致电北部湾航空客服 95370 电话购票。

2、为确保飞行安全，国家规定旅客在购买飞机票，办理乘机手续和通过安全检查时，必须提供有效身份证件（购票时证件需与乘机时证件一致），具体规定如下所述：

（1）中国籍内地旅客在购买飞机票和办理乘机手续时，需要出示有效护照。

（2）外国旅客、华侨、港澳同胞、台湾同胞购票和办理乘机手续时，需出示有效护照、身份证、回乡证、居留证、旅行证。

（3）旅客身份证件的名称和号码需填写在旅客购票信息单的证件号码栏内。

3、散客去程必须定妥座位，不允许 OPEN。

4、北部湾航空为市场方的代码共享航班运价以及使用规则均按照北部湾航空相应的规定执行（有特殊规定的除外）。

5、特殊旅客需在北部湾航空指定售票处出票并在做出相应安排后方可承运，详情可查阅附则一或请致电北部湾航空呼叫中心 95370 咨询。

6、旅客自行负责根据航班信息办理所需证件，并确认证件有效性。因证件不符不能登机或出入境，北部湾航空不承担相关责任。

7、“儿童”指旅行开始之日年满 2 周岁但不满 12 周岁的未成年人。

（1）若儿童在旅行过程中已满 12 周岁，北部湾航空航班无需补收儿童与成人的票价差额；若行程中含有外航航段，则外航航段需按外航的规定执行。

（2）儿童燃油费收取标准同成人，免收民航发展基金，规则按照成人相应规定执行。

（3）儿童原则上要求与同行成人在同一 PNR 中订座出票。与成人同行的儿童须

购买与其同行成人相同服务等级的客票。如果特殊情况，大人和儿童不在同一编码，在 ETERM 系统中出儿童票时，必须在儿童编码中“RMK 成人票号”格式备注。在我司官方网站购买儿童票须与大人一起，不得单独订票，儿童如选择为成人客票，原票按自愿退票扣除退票费处理，重新购票。

8、“婴儿”指旅行开始之日 2 周岁以下的未成年人。

(1) 若婴儿在旅行过程中已满 2 周岁，北部湾航空航班无需补收婴儿与儿童的票价差额；若行程中含有外航航段，则外航航段需按外航的规定执行。

(2) 每一名年满 18 周岁、具有完全民事行为能力的成人旅客至多可携带一名婴儿旅客，按婴儿折扣票价收费，默认不占座。

(3) 婴儿（不占座婴儿）免收燃油费和民航发展基金。

9、北部湾航空对于儿童 / 婴儿的判定以其乘坐第一始发北部湾航空国际主航段时的年龄为依据。

10、关于团队客票

(1) 团队人数根据具体航线和政策而定。如有需求，请与相应销售经理联系。

(2) 团队客票销售采用一团一议原则，申请流程为旅行社——当地营业部/营销经理。

(3) 团队任何一个航段都不得 OPEN。

(4) 团队中的儿童、婴儿折扣以具体团队政策中的定义为准，如儿童婴儿折扣显示为 100%，，则意为等同于成人运价。

## (二) 客票退票实施细节

1、自愿退票：北部湾航空或者北部湾航空销售代理人应当按照所适用的运输总条件、客票使用条件办理，退款金额将原路退回。北部湾航空根据航线，舱位的不同等设置不同的自愿退改收费标准，旅客可登录北部湾航空官网-退票须知中查阅。

2、退票费按客票最严格的规则执行，收取金额最高的一个退票费。

(1) 客票全部未使用，从已付票款中扣除所适用的退票费及服务费，退还余额；

(2) 客票已经部分使用，从已付票款中扣除已使用航程的适用票款、税费、相应的退票费及服务费，退还余额。

### ①如只使用了 ADDON 航段

A. ADDON 航段为北部湾航承运，则北部湾航 ADDON 段按其旅行当日 Y 舱单程公

布运价扣除款项，再扣除北部湾航国际或地区航段相应舱位所对应的退票费，余额退还。

B. ADDON 航段为外航承运，则应按其旅行当日对应航司、对应航线、对应舱位的单程公布运价扣除，再扣除北部湾航国际及地区航段相应舱位所对应的退票费，余额退还。

**②如果使用了 ADDON/SPA 以及北部湾航国际航段**

ADDON/SPA 航段按照 ADDON/SPA 价值扣除，并扣除北部湾航国际航段旅行当日对应舱位使用的单程销售价格，再扣除客票适用的退票费，余额退还。

**③如已使用北部湾航全部国际段与全部外航航段，只退北部湾航 ADDON 航段**

不允许退票（不退票款与燃油附加费 YR、YQ 项），仅退未使用的代收税费，免收退票费。

（3）如原舱位无公布单程票价，则按照高一级舱位公布单程运价扣减，且运价及运价有效期均需高于原舱位。

3、非自愿退票：北部湾航空或者北部湾航空销售代理人不得收取退票费，按以下规定办理：

（1）客票全部未使用，退还全部已付票款；

（2）客票已部分使用，扣除已使用航段相应票款和税费，退还余额，不收取任何退票费及服务费；

（3）退款金额将原路退回。

4、除另有规定外，联程航班旅客非自愿退票的，按照本附则-（二）客票退票实施细节-第 2 点办理。

5、旅客分别购买的非联程航班的多航段客票，各航段客票分属不同运输合同，若其中某段或几段北部湾航空航班不正常，则发生不正常航班的北部湾航空客票按非自愿退票规定处理，其他正常航班客票退票手续均由缔约承运人根据实际承运人的运输总条件、客票使用条件处理，产生的费用北部湾航空无需承担。特殊情况及操作细则以北部湾航空不正常航班票务操作规定为准。

6、退票地点：除另有规定外，旅客办理退票，可在原购票地或北部湾航空直属售票处办理。

7、退票期限：

除另有约定外，旅客要求退票①如果客票完全未使用，应在其客票有效期起始日

期起至客票有效期满后 30 天内向北部湾航空提出并办理退款手续；②如果客票已部分使用，应在旅行始发之日起 13 个月以内申请退票。③OPEN 票需在购票之日起 13 个月以内申请退票，否则北部湾航空有权拒绝办理。除特殊情况外，北部湾航空或者北部湾航空销售代理人应当在收到旅客有效退款申请之日起 7 个工作日内办理完成退款手续，上述时间不含金融机构处理时间。时间起算点为北部湾航空或北部湾航空销售代理人收到旅客有效申请开始，申请不符合要求的时间不计算在内。

#### 8、拒绝退款权

有以下任何一种情况，北部湾航空拒绝退票：

- (1) 逾期未提出退票申请；
- (2) 退票时未能提供有效证件或票证；
- (3) 经计算已无余款可退；
- (4) 未按照顺序使用的航段以及旅客自愿放弃的航段不可退票；
- (5) 按照适用运价及北部湾航空有关规定不能办理退票的；
- (6) 提供给北部湾航空或政府作为准备离境证明的客票，北部湾航空不予退票。

但如果旅客确已取得居留许可或将改乘其他承运人航班或使用其它运输方式离境的，在旅客提供给北部湾航空认为合理的证明后，可予以退票。

#### 9、当客票出现以下任何一种情况，拒绝退税：

- (1) 逾期未提出退票申请；
- (2) 退票时未能提供有效证件或票证；
- (3) 当客票规定不允许退票时，则客票票款与燃油费 YR、YQ 项不退，扣除已使用的税款后，剩余税款退还。

(4) 当客票经计算应退金额出现负数时，未使用航段票款、燃油费 YR、YQ 项不退，未使用航段的税费退还旅客。

#### 10、儿童退票按照成人退票相应规定执行；不占座婴儿退票、改期免收手续费。

注 1：国际客票有多个航段、部分航段已使用后申请退票，航司需重新计算已使用部分的票价、燃油附加费和政府税费。由于国际运价的专业性和复杂性，相同销售舱位、相同航段在不同行程组合中的票价、燃油附加费和代收的政府税费均不同，客票已使用部分的票价、燃油附加费和代收的政府税费，以退票当天最终计算结果为准。

注 2：以购买的往返程客票为例，如果去程已使用，已使用部分的票价与税费合计金额可能会高于购买时支付的往返程票价与税费合计金额的一半。

## 11、因病退票

(1) 购票后旅客发生病退(病退凭证签发与打印日期需在订票时间后),需在航班计划起飞时间前提出申请并退座,在原出票地或经北部湾航空授权的售票处办理非自愿退票手续。

(2) 病退票提交凭证的主要内容(病人姓名、时间、病症)必须相符,不得涂改,否则视为虚假凭证,不予办理病退。

(3) 因病退票的凭证为:在中国内地由中国境内县、市级或者相当于这一级(如国家二甲级)及以上医疗单位主治医师签字、医疗单位盖章的正规诊断证明、病历、医院电脑打印的等值于人民币 200 元(含)以上医药费收费单。诊断证明在境外或港澳台地区必须由政府部门认可具备行医资格的医生填写,在非洲地区也可由中资医疗机构出具诊断证明,凭证内容要求同上。凭证的签发与打印日期必须均在购票后及航班规定截载时间前。

(4) 患病旅客的陪伴人员要求退票,须与患病旅客同时提出,按非自愿退票规定处理。陪伴人员的限额为 2 名。

(5) 如因病情严重,旅客本人无法亲自办理退票手续,其委托代办人必须持患病旅客本人的护照原件或复印件及代办人身份证原件办理退票手续。

(6) 旅客死亡,提供死亡证明后,按病退处理。

(7) 旅客因亲属死亡需要退票的,需在航班起飞前提出申请,并出具亲属关系的证明及亲属死亡证明(死亡证明的日期必须在旅客出票日期之后),按病退处理。

其他详尽退票信息请登录北部湾航空官网▶机票▶病退须知进行查阅。

## 12、关于团队退票

(1) 购票单位须在第一航段航班起飞前提出退票申请。

(2) 拒绝退票情况参见以上第 7 点。

(3) 规定:外航联运航段票款不退。航班起飞前只退税费,航班起飞后税费不退。

(4) 团队旅客病退规定:

A. 旅客因病退票除 10(1) 退票程序规定的有效证件外还需出具散客规则相关条款规定的相关证明及凭证。按非自愿退票规定处理。

B. 旅客因死亡退票,代办人需出示本人身份证明,及旅客死亡证明。按非自愿退票规定处理。

C. 团队成员如出现病退和死亡的情况，允许同行人员退票。一人病退或死亡最多允许两名同行人员按非自愿退票处理。

D. 如果团队旅客在旅行过程中因病退票，将不影响团队其他成员享受该团队票价。

### 13、重复购票退票规定

(1) 同一乘机人（姓名、证件号码一致）购买两张或两张以上航段、航班日期、航班号等航班信息完全一致的客票，视为重复购票；

(2) 重复购票退座时间在航班计划起飞前 24 小时内按自愿退票办理；

(3) 重复购票退座时间在航班计划起飞时间 24 小时（含）以外可免费退重复客票中最后购买的一张客票，其他多张客票如需退票按自愿退票规则办理；

(4) 免费退票手续需同时符合以下三个条件：

A. 重复购买的是航班起飞前 24 小时或以外的客票；

B. 重复购买的客票的出票时间间隔须在 24 小时以内；

C. 在出票后 24 小时（含）内提出重复购票退票申请且在航班起飞前 24 小时（含）外取消航班座位。

(5) 申请及办理退票地点：原出票地。

### （三）客票变更实施细节

1、自愿变更：北部湾航空或北部湾航空销售代理人应当按照所适用的运输总条件、客票使用条件办理。北部湾航空根据航线、舱位的不同等设置不同的自愿退改收费标准，旅客可登录北部湾航空官网-退票须知中查阅。

(1) 自愿改变航程、日期及舱位等级

旅客购票后，如要求改变航程、日期及舱位等级，北部湾航空及其销售代理人在航班有可利用座位并且时间允许的条件下按客票使用条件办理。已自愿改期后的新客票，无论何种情况，已收取的改期费均不退还。

(2) 自愿签转

旅客自愿要求改变承运人，应征得原承运人或其授权代理企业的同意，并在新承运人允许及符合下列全部条件下，承运人可予以签转：

A. 旅客使用的票价无签转限制；

B. 旅客要求变更的承运人与北部湾航空签有联运协议，可以相互填开或接收票证；

C. 凡不符合本项第 1、2 款规定的旅客要求改变承运人，一律按自愿退票的规定办理。

D. 北部湾航空销售代理人未经特别授权不得为旅客办理签转手续。

## 2、非自愿变更

(1) 由于北部湾航空原因导致旅客非自愿变更客票

北部湾航空或其航空销售代理人应当在有可利用座位或者被签转承运人同意的情况下，为旅客办理非自愿改期、签转手续，不收取客票变更费。

(2) 由于非北部湾航空原因导致旅客非自愿变更客票

北部湾航空或其销售代理人按所适用的运输总条件以及客票使用条件办理。

(3) 非自愿签转

个别特殊产品非自愿签转仅限签转至航空集团内航司，具体产品情况可通过官网公告或拨打 95370 客服热线咨询。

3、在旅客确认新航班，办理完客票非自愿变更手续后，由于旅客原因再次提出变更或退票，北部湾航空或其航销售代理人按照新航班客票使用条件办理。

4、在联程航班中，旅客自愿变更航班的，参照北部湾航空或对应承运人现行规定办理。旅客非自愿变更客票，按照上述 2-3 点办理。

5、旅客分别购买的非联程航班的多航段客票，各航段客票分属不同运输合同，若其中某段或几段北部湾航空班不正常，则发生不正常航班的北部湾航空客票按上述 2-3 点办理；其他正常航班客票变更均由缔约承运人根据客票使用条件处理，产生的费用由旅客自行承担。

6、除另有规定外，变更后客票的有效期与原客票相同。

## 7、因病变更

(1) 购票后旅客发生因病变更（病退材料签发与打印日期需在订票时间后），需在航班计划起飞时间前提出并退座，在原出票地或经北部湾航空授权的售票处办理非自愿变更手续。

(2) 非自愿变更提交凭证的主要内容（病人姓名、时间、病症）必须相符，不得涂改，否则视为虚假凭证，不予因病变更。

(3) 航班计划起飞时间前提出因病退票的凭证为：在中国内地由中国境内县、市级或者相当于这一级（如国家二甲级）及以上医疗单位主治医师签字、医疗单位盖章的正规诊断证明、病历、医院电脑打印的等值于人民币 200 元（含）以上医药费收

费单，凭证的签发与打印日期必须均在航班规定截载时间前。诊断证明在境外或港澳台地区必须由政府部门认可具备行医资格的医生填写，在非洲地区也可由中资医疗机构出具诊断证明，凭证内容要求同上。

(4) 患病旅客的陪伴人员要求变更，须与患病旅客同时提出，且变更时间需与患病旅客保持一致可免变更费；如不能保持一致，则按自愿变更处理。陪伴人员的限额为 2 名。

(5) 旅客因亲属死亡需要变更的，需在航班起飞前提出申请，并出具亲属关系的证明及亲属死亡证明（死亡证明的日期必须在旅客出票日期之后），按非自愿变更处理。

#### 8、旅客姓名输错变更规定

(1) 前提：客票状态为未使用，同时旅客有效身份证件号码与原客票证件号码一致。

(2) 旅客由于书写、拼写等原因导致所购客票上的姓名与本人有效乘机证件不一致时，可按以下规定办理：

①旅客如同时自愿改变航程及姓名，应重新购票，原票按自愿退票处理。

②原则上，汉语拼音、英文姓名允许变更的字符数最多不超过 3（含）的英文字母，但在能够判定乘机人为同一人的前提下，允许变更的字符数不受 3 个（含）的英文字母的限制。包括但不限于如下情形：

- A. 汉语拼音、英文姓与名发生颠倒时；
- B. 英文姓名中 MIDDLE NAME 漏订时；
- C. 台湾拼音、香港拼音等与汉语拼音音同拼写不同时；
- D. 姓名重复时；
- E. 姓名为整体（不分名和姓），但订票时对姓名进行了区分，需要复原时；
- F. 特殊规则以产品文件或提前约定的特殊退、改、签规定为准。

(3) 符合以上姓名输错修改不收取服务费，且仅免费更改一次，已经办理过姓名更改的客票再次办理按自愿退票处理。

(4) 变更处理渠道：北部湾航空直属售票处、95370 呼叫中心。

#### 9、旅客证件输错变更规定

符合以下条件可允许免费变更一次：

(1) 证件号码：可以更改，且最多只能更改其中 2 个字符（含英文字母），但若

为新旧护照更换、旅行证件发生变更或丢失（使用临时证明乘机）时，在能够判定乘机人为同一人的前提下，允许变更的字符数不受2个（含英文字母）的限制。

（2）护照有效期/性别：可以更改，修改内容不受限制；

（3）生年月日：原则上不得更改。遇特殊情况（如证件号和旅客姓名信息都正确），在判定乘客与原出票人为同一人，不存在换人的情况下，可以进行修改。

（4）证件和姓名两者仅能变更其中一项，若证件号码和姓名同时出错，则该客票按自愿退票处理。

（5）特殊情况：如出现需要更换新旧护照，同时姓名中有3个（含）以内字母错误，可以按照免费变更姓名规则，修改姓名后再办理护照更换。

（6）变更处理渠道：北部湾航空直属售票处、95370呼叫中心。

# 广西北部湾航空有限责任公司 旅客、行李国际运输总条件

**Guangxi Beibu Gulf Airlines Co., Ltd. General Conditions of  
International Carriage for Passengers and Baggage**



## Statement

This condition is formulated and amended in accordance with *the Provisions for the Administration of passenger services in public Air Transport*, *the Civil Aviation Law of the People's Republic of China*, *Law of the People's Republic of China on the Protection of the Rights and Interests of Consumers*, *E-Commerce Law of the People's Republic of China*, *the Warsaw Convention*, *the Montreal Convention* and other relevant laws and regulations, and in combination with the operational practices of Civil aviation of China.

This condition is the text of the air transport contract concluded between the passenger and Beibu Gulf Airlines, and is the outline legal documents to establish the legal relationship of the air transport contract between the two parties and to clarify the rights and obligations of the two parties. Implementation rules for ticket sales, refunds and changes issued by Beibu Gulf Airlines, including but not limited to; The standards for the carriage of special passengers such as infants, pregnant women, unaccompanied children, patients, criminal suspect and his escort etc. are part of these condition and have the same legal effect as this condition.

Due to the special characteristics of the air transportation industry and relevant regulations of China, these conditions are formulated by Beibu Gulf Airlines and published to the whole society through Beibu Gulf Airlines' official website after filing with the civil aviation service quality supervision platform. Passengers are requested to read all the contents of these conditions carefully in advance, especially the bolded parts. If there is any doubt about some of the terms and conditions, or if you think that some of the terms and conditions need to be amended, you may submit them in writing to Beibu Gulf Airlines before purchasing the Ticket. Any passenger who applies for a ticket from Beibu Gulf Airlines directly or indirectly through a third party, or who does not apply for a ticket from Beibu Gulf Airlines but actually travels on Beibu Gulf Airlines flights, indicates his or her willingness to accept and abide by these conditions in their

entirety.

These conditions will come into effect on Jul 15, 2023.

Hereby declared the above.

**Guangxi Beibu Gulf Airlines Co., Ltd.**

**Jul 15, 2023**

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## Article 1 Definition

In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the definitions of the following expressions in *Guangxi Beibu Gulf Airlines Co., Ltd. General Conditions of International Carriage for Passenger and Baggage* (hereinafter referred to as the Conditions) are as follows:

1.1 **Convention** means whichever of the following instruments are applicable:

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention); The Warsaw Convention as amended at The Hague on 28 September 1955 (hereinafter referred to as the Hague Protocol);

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

1.2 **International Carriage** means, transportation in which, according to the contract of carriage concluded by the parties, either the place of departure or the destination or an Agreed Stopping Place, whether or not there is a break in the transportation, is not situated in the People's Republic of China.

1.3 **Carrier** means the public air transportation corporation, who transport the passengers listed in the tickets and their baggage for profit purposes.

1.4 **Code Shares or Code Share flights** means a carrier uses its flight number on the other operating carrier's aircraft or many airlines using their unique flight number on the same aircraft through agreements.

1.5 **Contracting Carrier** means a carrier, which concludes a contract on its behalf with the passenger.

1.6 **Operating Carrier** means a carrier, who performs the relevant transportation contract authorized by Contracting Carrier.

1.7 **Validating Carrier** means an air carrier, whose Airline Designator Code appears on the Coupon.

1.8 **Beibu Gulf Airlines** means an abbreviation of Guangxi Beibu Gulf Airlines Co., Ltd.

1.9 **Guangxi Beibu Gulf Airlines' Regulations** means these regulations, which will be in effect for both sides once the ticket is issued, are legally formulated and released by Guangxi Beibu Gulf Airlines for the purpose of sufficient supervision of its passenger and baggage transportation. Effective applicable ticket fares and conditions are included.

1.10 **Air Sales Agent** means a corporation who established in accordance with the laws of the People's Republic of China and signs a sales agency agreement with the carrier, engaged in the business of selling passenger services in public air transport

1.11 **Authorized Sales Agent** means a passenger sales agent who has been appointed by the carrier to represent the carrier in the sale of air transportation.

1.12 **Ground Service Agent** means a corporation which established in accordance with the laws of the People's Republic of China, signs ground agency agreement with carrier, engaged in public air transport ground service business in airports within the territory of

the People's Republic of China.

1.13 **Authorized Ground Service Agent** means a ground service agent who has been appointed by Guangxi Beibu Gulf Airlines to provide ground services for Guangxi Beibu Gulf Airlines' flights.

1.14 **Passenger** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.

1.15 **Children** means any person whose age is above two (2) years and below twelve (12) years on the date of commencement of travel.

1.16 **Infant** means any person whose age is above fourteen (14) days and below two (2) years on the date of commencement of travel.

1.17 **Unaccompanied minors** refer to minor 5 years or more but under 12 years, who is unaccompanied or travel alone.

1.18 **Ticket** means a kind of transport document, including paper tickets and electronic tickets.

1.19 **Electronic Ticket**, a replacement of the paper ticket. The information on paper tickets is stored in the system database in the form of electronic data, which is shown as the ticket form of sale, account and transportation.

1.20 **Ticket Purchased** it refers to the state of the formation of an air transport contract according to legal provisions or the agreement of both parties.

1.21 **Electronic Ticket Itinerary** means a paper document that contains the information of passenger's name, routes and price, etc.

1.22 **Conjunction Ticket** means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.

1.23 **Passenger Coupon** means that portion of the Paper Ticket, which is so marked and which ultimately is to be retained by the passenger.

1.24 **Flight Coupon** means that portion of the Paper Ticket that bears the notation good for passage, indicating this flight coupon is used to the transportation between two appointed places.

1.25 **Days** means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the day upon which the flight commenced, shall not be counted.

1.26 **Ticket Revised** means the changes of ticket date, class and endorsement.

1.27 **Voluntary Refund** means a refund request by a passenger for his or her own reasons.

1.28 **Involuntary Refund** means a refund of a passenger's ticket due to cancellation, delay, advance of flight, change of flight itinerary, change of class or the carrier's inability to operate the original flight.

1.29 **Voluntary Ticket Revised** means the change request by a passenger for his or her own reasons.

1.30 **Involuntary Ticket Revised** means a circumstance in which a passenger changes a ticket due to cancellation, delay, advance of flight, change of flight itinerary, change of class of cabin, or the carrier's inability to operate the original flight.

1.31 **Carrier's reason** means carrier's internal management reasons, including

maintenance, flight deployment, crew deployment, etc.

1.32 **Non-carrier's Reason** means other reasons unrelated to the internal management of the carrier, including weather, emergencies, air traffic control, security, passengers and other factors.

1.33 **Force majeure** refers to objective circumstances that cannot be foreseen, avoided or overcome, including but not limited to natural disasters (fire, drought, earthquake, wind, snow, landslide, flood, etc.), governmental actions (government intervention, prohibition, etc.), social events (war, unrest, strikes, epidemic, etc.).

1.34 **Baggage** means such articles, which the carrier has agreed to transport and which the passenger is carrying during the journey, it shall include both checked and unchecked baggage (carry-on) of the passenger.

1.35 **Checked Baggage** means Baggage of which the carrier takes sole custody and for which carrier has issued a baggage check.

1.36 **Unchecked Baggage** means any baggage of the passenger which the passenger takes sole custody other than checked baggage, also referred to as carry-on baggage.

1.37 **Baggage Tag** means the remarks to distinguish the baggage and the document for the passenger to receive checked baggage.

1.38 **Excess Baggage** means the portion of baggage which exceeds the free baggage allowance calculated by weight or piece.

1.39 **Stopping Places** means those places, except the place of departure and the place of destination, as scheduled stopping places on the passenger's route.

1.40 **Stopover** means a deliberate interruption of the journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by Carrier.

1.41 **Damage** means passenger bodily injury or death, damage sustained and caused in or related to the transportation and the loss, damage to or destruction of Checked Baggage and other damages.

1.42 **Fare** means the price of the air transport service used by the carrier to transport passengers from the airport of origin to the airport of destination by civil aircraft, excluding taxes and fees charged in accordance with state regulations.

1.43 **Normal Fare** means the highest fare established for a first, business or economy class service during the period of applicability, including the corresponding fare of the children ticket and infant ticket.

1.44 **Special Fare** means a fare other than the normal fare.

1.45 **SDR** means a Special Drawing Right as defined by the International Monetary Fund.

1.46 **Planned Departure Time** means the departure time approved by the flight time management department.

1.47 **Scheduled time of arrival** means the time of arrival approved by the flight time management authority.

1.48 **Check-in deadline** refers to the time when the flight check-in process stops. Check-in deadline is according to the regulations issued by each airport or Guangxi Beibu Gulf Airlines.

1.49 **Ticket conditions** means the fare rules applicable to a given class code or fare type.

1.50 **Ticket rescheduling** means a change of flight time or flight date specified in the ticket

of the same carrier.

1.51 **Endorsement** means the change of the carrier listed on the ticket.

1.52 **Connecting flights** means two or more flights listed in a single contract of carriage.

1.53 **No Show** means the passenger did not complete the flight procedures according to the prescribed time or because the identity documents do not meet the requirements and failed to board the plane.

1.54 **Take a wrong flight** means a passenger takes a flight that is not listed on his or her ticket.

1.55 **Missed flight** means a passenger fails to board the flight listed on his/her ticket after checking in or at a stopover

1.56 **Small animals** means small animals checked in by passengers, including cats, dogs and other types of small animals kept by families.

1.57 **Overbooking** means to the act of a carrier to sell more seats than are actually available on a certain flight in order to avoid empty seats.

1.58 The time limit calculated according to the working day in these provisions shall be calculated from the next day.

1.59 **Certificate of diagnosis** means that issued by medical units of county or city level or other equivalent medical units. This certificate of diagnosis shows diagnosis results with doctor's signature and medical units stamp. Stating that the passenger can safely complete his or her travel by air without additional medical assistance. The contents include detailed information of passenger's declaration on board the plane, and the explanation of conditions and conditions of patients who are generally unfit for air travel from aviation medicine for the reference of the hospital.

1.60 **The departure of the flight is delayed or advanced** means actual departure time of the flight is later or earlier than the scheduled departure time which is more than 15 minutes (excluding).

## Article 2 Application

### 2.1 General

2.1.1 Except as provided in 2.1.2, 2.2, 2.3 and 2.4 these Conditions apply to all international and regional (Hong Kong, Macao and Taiwan included) carriage by air of passengers and baggage performed by Guangxi Beibu Gulf Airlines for monetary compensation.

2.1.2 These Conditions also apply to free and concessionary fare transportation except to the extent that Guangxi Beibu Gulf Airlines has provided otherwise in its regulations or in the relevant contracts or tickets.

2.1.3 In the event of inconsistency between these General Conditions of Carriage and any Conditions of Contract or any other regulations we may have dealing with particular subjects, these General Conditions of Carriage shall prevail.

### 2.2 Charter

According to the transportation incorporated in the charter agreement, passenger and carriage are performed pursuant to a charter agreement. These Conditions shall be taken as final when the context is outside the charter agreement.

### **2.3 Codeshare**

Guangxi Beibu Gulf Airlines General Conditions also applies to codeshare flights operated by other carriers. However, each operating carrier of a codeshare flight has its own Conditions of Carriage or transportation regulations with respect to the operation of its own flights, and some may differ from Guangxi Beibu Gulf Airlines Conditions of Carriage for flights operated by Guangxi Beibu Gulf Airlines. These different rules and Conditions of Carriage established by the operating carrier will be considered as parts of Guangxi Beibu Gulf Airlines General Conditions of Carriage on codeshare flights, and will take precedence over Guangxi Beibu Gulf Airlines General Conditions of Carriage on these codeshare flights. Terms and conditions that differ between Guangxi Beibu Gulf Airlines and its codeshare partners may include, but are not limited to:

1. Deadline for check-in;
2. Refusal and limitation of carriage;
3. Carriage of baggage, including but not limited to free checked baggage and carry-on luggage allowance and, the standards on excess baggage charges etc.;
4. Rules for the disposal of overbooking of flights, passenger services and compensation for flight departure delays, etc.;
5. Passengers' conduct aboard aircraft;
6. Liability for damages and compensation, etc.;

### **2.4 No Overriding Law**

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, laws, government regulations, orders or requirements, those Conventions, laws, government regulations, orders or requirements shall be taken as final. The other provisions of these Conditions remain valid.

## **Article 3      Tickets**

### **3.1 Ticket is the *Prima Facie* Evidence of Contract**

The ticket is the *prima facie* evidence of the contract of carriage between Carrier and the passenger named on the ticket. Carrier will provide carriage only to the passenger holding such ticket, or any other Carrier document issued by Carrier or its Authorized Agent. The ticket is and remains at all times the property of the issuing Carrier. The Conditions of Contract contained in the ticket are a summary of some of the provisions of these Conditions of Carriage.

A passenger ticket shall at least include the following:

The name of the passenger;

Name of the drawer, issue time and place;

Origin and destination;

If both the places of origin and destination are within the territory of the People's Republic of China, and there is at least one or more agreed stopover point outside the territory, one or more stopover point should be indicated;

If the final destination, or origin or agreed stopover of a passenger's trip is not within the territory of the People's Republic of China, and the application of the convention on

international air transport to such transport shall be declared on a passenger ticket in accordance with the provisions of the convention applicable thereto, such declaration shall be made on the passenger ticket.

Baggage allowance (for connecting flights, the actual baggage allowance is subject to the MOST Important Carrier rules).

### **3.2 Provisions for using Tickets**

3.2.1 A person who uses a paper ticket shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with Guangxi Beibu Gulf Airlines' Regulations and containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by Guangxi Beibu Gulf Airlines or its Authorized Agent.

3.2.2 When a passenger requests to board the plane, he/she shall present the same valid ID as when he/she purchased the ticket and comply with the following requirements:

3.2.2.1 A passenger holding a paper ticket who fails to present a valid ticket issued in accordance with the regulations of Beibu Gulf Airlines, including the flight ticket and all other unused flight coupon and passenger coupon, shall not be entitled to claim boarding. Passengers presenting damaged tickets or tickets not altered by Beibu Gulf Airlines or its sales agents have no right to claim boarding.

3.2.2.2 A person who uses an electronic ticket shall not be entitled to be carried on a flight unless that person provides valid identification and valid status of electronic ticket checked by Guangxi Beibu Gulf Airlines or its ground service agent. The electronic ticket itinerary only records the passenger's travel information, which can not be regarded as the necessary evidence for the passenger to check in and have security inspection.

3.2.3 Each segment must indicate the class of accommodation, and the seat and date on the flight can be accepted by Beibu Gulf Air. For segments where seats are not available, Beibu Gulf Airlines shall reserve seats for passengers on request, based on applicable fares and seat availability on the flight applied for.

3.2.4 The passenger shall, complete all the segments listed on the ticket or change, endorse, refund the ticket within the validity period of the ticket. Expired ticket prices and taxes are non-refundable.

3.2.5 Passengers shall travel according to the itinerary specified in the ticket and shall not terminate their travel at the stopover place without the consent of Beibu Gulf Air.

3.2.6 A regular ticket is valid only for the carrier, the date of departure, the flight and the class of accommodation listed on the ticket; The non-regular ticket shall be available only after the seat has been booked; If a regular ticket is cancelled, the seat must be reserved before it can be used again.

3.2.7 The carrier shall comply with the state regulations on the protection of personal information and shall not disclose, sell, illegally use or provide the passenger's personal information to others.

### **3.3 Loss of Paper Tickets**

The following regulations are used for the loss of tickets and baggage checks issued by Guangxi Beibu Gulf Airlines and its authorized sales agent.

### **3.3.1 General**

In case of loss or mutilation of a ticket (or part of it) or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the passenger takes full responsibility.

### **3.3.2 Reporting Loss of Paper Tickets**

In case of loss or mutilation of a ticket (or part of it) or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the passenger should file a loss report at a ticket office of Beibu Gulf Airlines or its sales agent. Passengers must declare that they agree to compensate for all losses that may be caused by Beibu Gulf Air, including those that have been or will be misused or withdrawn by others, as well as the necessary litigation costs.

When reporting the loss of a ticket, the passenger should show his or her valid identification with the attachment of the certificate of the date, place and itinerary the ticket is issued. If the person who reports the loss of ticket is not the actual passenger, the valid identification card of this person and a notarized letter which passenger has signed should be presented.

Before the passenger reports the loss of a ticket, any fraud or use of the whole (part of) ticket by a third party, Guangxi Beibu Gulf Airlines will not be liable and may refuse a refund for the lost ticket or a replacement of the ticket.

### **3.3.3 Repurchasing ticket**

Passenger can repurchase the ticket according to the original schedule and date and apply for a refund of the lost ticket.

### **3.3.4 Refund of Lost Tickets**

3.3.4.1 If passenger wants to refund the lost ticket directly, he or she must report the lost ticket according to 3.3.2. The lost ticket will be refunded provided no fraud or use by third party has been confirmed by Guangxi Beibu Gulf Airlines.

3.3.4.2 Within 30 days of the expiration of the validity period of the lost passenger ticket, the lost passenger ticket shall be refunded upon verification by Beibu Gulf Air, with the information and proof in accordance with the provisions of Article 3.3.2.

### **3.4 Loss of e-ticket itinerary**

3.4.1 If the itinerary of the electronic ticket is lost, the passenger can apply to Beibu Gulf Air in written form, and can apply for the ticket proof at the original place of purchase or the ticket office of Beibu Gulf Air with valid ID card.

3.4.2 The ticket purchase certificate only proves the purchase behavior of the passenger, and is not a valid travel document and reimbursement voucher.

### **3.5 Ticket not Transferable**

3.5.1 Ticket is not transferable. The transferred ticket is invalid and non-refundable. If the ticket is not presented by the person who has the right to board or refund the ticket, and Beibu Gulf Air has provided transportation or refund to the person who has presented the ticket intentionally and without fault, Beibu Gulf Air shall not be liable for the person who has the right to board or refund the original ticket.

3.5.2 If someone other than the person entitled to be carried on a ticket travels pursuant to that ticket or is given a refund in connection therewith, Guangxi Beibu Gulf Airlines shall not be liable to the person so entitled it provides carriage, or makes a refund.

3.5.3 If a ticket were to be used by any person other than the person entitled to be carried, Guangxi Beibu Gulf Airlines is not liable for the death or delay in the carriage of such person or for the destruction, loss or damage to or delay in the carriage of such person's baggage.

3.5.4 If a ticket were to be used or refunded by any person other than the person entitled to be carried, Guangxi Beibu Gulf Airlines is not liable to the person entitled to be carried or refunded.

### **3.6 Period of validity of the ticket**

3.6.1 Unless otherwise specified on the ticket or in the applicable conditions of use of the ticket, the ticket is valid for:

3.6.1.1 If the ticket is used in part, the ticket will be valid for one year starting from 00:00 on the next day of the first trip. No matter whether the ticket is subsequently changed, the validity period remains unchanged.

3.6.1.2 If no portion of the ticket is used

The ticket will be valid from 00:00 on the next day (inclusive) and will be valid for one year.

If the ticket is changed and a new ticket number is generated, the ticket will be valid for one year starting from zero on the next day (inclusive) when the new ticket is issued.

3.6.2 The validity of the ticket shall be calculated from 00:00 (inclusive) of the next day after the first trip, purchase or re-issue of the ticket to twenty-four hours (exclusive) of the expiration date.

3.6.3 For tickets with the validity period of the discount/special fare indicated on the ticket or notified at the time of sale, the passenger shall complete the trip within the validity period of the fare. For tickets that exceed the validity period of the fare, the fare shall be recalculated within the validity period of the ticket or the ticket shall be refunded within the refund period.

### **3.7 Extension of Validity of the ticket**

3.7.1 For the following reasons, the passenger is prevented from travelling within the period of validity of the ticket, the validity of such passenger's ticket will be extended until Guangxi Beibu Gulf Airlines' first flight on which space is available in the class of service for which the fare has been paid.

- Cancellation of the flight on which the passenger holds a reservation

- Omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover

- Fails to operate a flight reasonably according to schedule

- Causes the passenger to miss a connection

- Substitutes a different class of service

- Be unable to provide previously confirmed space

3.7.2 When a passenger with a normal fare ticket, or a special fare ticket which has the same validity as a normal fare ticket, is prevented from travelling within the period of validity of his ticket because at the time such passenger requests reservations Guangxi Beibu Gulf Airlines is unable to provide space on the flight, the validity of such passenger's ticket will be extended until Guangxi Beibu Gulf Airlines' first flight on which space is available in the class of service for which the fare has been paid.

3.7.3 When a passenger after having commenced his journey is prevented from travelling within the period of validity of his ticket by reason of illness, Guangxi Beibu Gulf Airlines will extend the period of validity of such passenger's ticket until the date when he becomes fit to travel according to a medical certificate, or until Guangxi Beibu Gulf Airlines' first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the ticket involves one or more stopovers, the validity of such ticket, subject to Guangxi Beibu Gulf Airlines' Regulations, will be extended for not more than three months from the date when the passenger becomes fit to travel according to a medical certificate. In such circumstances, Guangxi Beibu Gulf Airlines will extend similarly the period of validity of tickets of other members of his or her immediate family accompanying an incapacitated passenger.

3.7.4 In the event of the death of a passenger en route, the Tickets of persons accompanying the passenger may be modified by waiving the minimum stay or extending the period of validity. In the event of a death in the immediate family of a passenger who has commenced travel, the validity of the passenger's ticket and those of his or her immediate family who are accompanying the passenger, may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of the death shown on the death certificate.

### **3.8 coupon sequence**

3.8.1 Guangxi Beibu Gulf Airlines will honor flight coupons, or in the case of an electronic ticket, an electronic coupon, only in sequence from the place of departure as shown on the ticket

3.8.2 The ticket may not be valid and Guangxi Beibu Gulf Airlines may not honor the passenger's ticket if the first flight coupon for international travel has not been used and the passenger commences his journey at any stopover or agreed stopping place.

3.8.3 Each flight coupon, or in the case of an electronic ticket, an electronic coupon, will be accepted for carriage by Guangxi Beibu Gulf Airlines in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons, or in the case of an electronic ticket, an electronic coupon, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions for the relevant fare and the availability of space on the flight applied for.

3.8.4 If the passenger fails to or has failed to use the flight coupons in sequence, Guangxi Beibu Gulf Airlines is entitled to re-compute the fares in accordance with the Regulations for the use of said coupons and the passenger is liable to pay to Tianjin Airline any difference between the recomputed fares and the fares already paid by or due from the passenger.

## **Article 4 Stopovers**

**4.1** Stopovers may be permitted at agreed stopping places but may be subject to government requirements and Guangxi Beibu Gulf Airlines' Regulations.

4.2 Stopovers may be arranged in advance and provided in the ticket.

## Article 5 Fares, Taxes, Fees and Charges

### 5.1 General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service, taxes and fees between airports and between airports and town centers.

### 5.2 Applicable Fare

Applicable fares for carriage are published by Guangxi Beibu Gulf Airlines or those on behalf of Guangxi Beibu Gulf Airlines or, if not so published, constructed in accordance with Guangxi Beibu Gulf Airlines' Regulations. Except where it is otherwise expressly provided, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket.

The fare will be calculated based on the fare in effect on the date the passenger purchased the ticket from Guangxi Beibu Gulf Airlines, which applies to the specific date, itinerary and other transportation contents specified on the ticket. If the fare is adjusted after ticket is sold, the fare will not be changed. When confirming the seat of a flight for an open ticket, if there is a change in the fare, the difference shall be handled on the principle of more than refund and less compensation. Voluntary changes to the passenger's ticket or changes to ticket for non-Guangxi Beibu Gulf Airlines reasons may affect the fare payable.

Passengers traveling on the concessionary fares, special fares shall comply with the conditions applicable to the concessionary fares.

### 5.3 Routing

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

### 5.4 Taxes and Charges

Any tax or charge imposed by government or by municipal or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities are not included in the published fares. The tax or fee shall be paid by the passenger at the time of ticket purchase and shall be collected by the airline on his behalf. When passengers purchase their tickets, Guangxi Beibu Gulf Airlines will inform them of the specific taxes and fees that are not included in the ticket price.

### 5.5 Currency

Passengers may pay fares and charges in any currency acceptable to Guangxi Beibu Gulf Airlines. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange given by the bank in accordance with the date of ticketing or at the prevailing rate of exchange established by Guangxi Beibu Gulf Airlines.

## Article 6 Reservations

### 6.1 General

6.1.1 A reservation is not confirmed until it is recognized by Guangxi Beibu Gulf Airlines or its Authorized Agent. Only when the passenger has paid for his ticket within the ticketing time limit prescribed in Guangxi Beibu Gulf Airlines' Regulations and the ticket is issued by Guangxi Beibu Gulf Airlines or its Authorized Agent, and entered on the appropriate flight coupon, is a reservation considered valid and effective.

6.1.2 As provided in Guangxi Beibu Gulf Airlines' Regulations, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations.

6.1.3 In order that passengers can better understand the service information of the selected flight, Guangxi Beibu Gulf Airlines or Guangxi Beibu Gulf sales agents, when selling tickets through the network channel, shall inform passengers of the main service information of the selected flight in a prominent manner, including but not limited to the following, and passengers shall read it carefully to ensure that the information is accurate.

6.1.3.1 The name of carrier, including the contracting carrier and the operating carrier.

6.1.3.2 The airport and its terminal at the origin, transit point and destination of the flight;

6.1.3.3 Flight number, flight date, cabin class, planned departure and arrival times;

6.1.3.4 When booking two or more flights at the same time, it should be clear whether the flight is a joint flight.

6.1.3.5 The fares applicable to the flight and the fare rules and tariff of the ticket, including the rules for ticket change and the rules for refunds, etc.;

6.1.3.6 Whether meals are provided on the flight;

6.1.3.7 Taxes and fees collected in accordance with state regulations.

6.1.3.8 The applicable regulations on carriage of baggage for the flight, including baggage size, weight, free baggage allowance, etc.

When Guangxi Beibu Gulf Airlines or Guangxi Beibu Gulf Airlines sales agents sell ticket through ticketing offices or by other means such as telephone, they will clearly inform passengers of the above information or to visit Guangxi Beibu Gulf Airlines official website (<http://www.gxairlines.com>) for ways to obtain the above information.

### 6.2 Ticketing Time Limit

If the passenger has not paid for his ticket within the ticketing time limit prescribed in Regulations, the reservation may be cancelled by Guangxi Beibu Gulf Airlines or its Authorized Agent.

### 6.3 Personal Data

6.3.1 Passengers shall provide Guangxi Beibu Gulf Airlines or Guangxi Beibu Gulf sales agents with the necessary personal information required by our country and the real and valid contact information of the passengers, and shall be responsible for the authenticity and accuracy of the documents and information provided, and ensure that they use same documents for the purchase of their tickets and the registration procedures for the flight, otherwise the passengers shall be responsible for any damage arising therefrom. When purchasing tickets through network or telephone, passengers shall provide information including but not limited to the passenger's valid ID number, contact number, birth date of child and baby and so on; when purchasing tickets at the ticketing office, passengers shall

present their own valid identity documents or other valid identity documents issued by the public security organ.

6.3.2 The passenger recognizes that personal data has been given to Guangxi Beibu Gulf Airlines for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies who may share such personal data with other government agencies which is beyond the control of the Guangxi Beibu Gulf Airlines. For these purposes the passenger authorizes Guangxi Beibu Gulf Airlines to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located.

6.3.3 Guangxi Beibu Gulf Airlines, airport management agencies, Guangxi Beibu Gulf Airlines ground service agents, Guangxi Beibu Gulf Airlines sales agents, airline sales network platform operators, and airline information enterprises shall not disclose, sell, illegally use or provide personal information of passengers to others in accordance with national regulations on personal information protection.

#### **6.4 Seating**

Except for providing seats for passengers who have reserved flight and class of cabin, Guangxi Beibu Gulf Airlines does not guarantee to provide any particular seat in the aircraft and the passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket has been issued.

#### **6.5 Reconfirmation of Reservation**

Ticket which connects with the other Carrier's flight may be subject to the requirement to reconfirm the reservation in accordance with the operating carrier. In the event of failure to comply with any such requirement, Guangxi Beibu Gulf Airlines is not liable to the passenger for loss or expense.

#### **6.6 Cancellation of Onward Reservations made by Carrier**

If a passenger does not use a reservation and fails to reconfirm the follow-up segments, Guangxi Beibu Gulf Airlines may cancel any onward or return reservations.

#### **6.7 Precedence Reservation**

6.7.1 A passenger does not have the priority if he wants to make a precedence reservation when he presents a ticket partly or wholly without reserving a seat at the very beginning.

6.7.2 Passenger doesn't have the priority if he wants to make a precedence reservation when he changes his partly or wholly reserved ticket.

6.7.3 In case of Guangxi Beibu Gulf Airlines' permission, passenger who changes an itinerary involuntarily can make a precedence reservation.

## **Article 7      Check-in and Boarding**

### **7.1 Check-in**

7.1.1 Before Beibu Gulf Airlines or its ground service agent stops check-in procedures, passengers should check their tickets, baggage and get their boarding passes on time with

the valid ID card or travel document that is the same as when they purchased the tickets.

7.1.2 The passenger shall arrive at the airport within the prescribed time limit to complete ticket inspection. Baggage checking and boarding pass issuance shall be with a valid identity document identical to the one used to purchase the ticket. If a passenger fails to check in before the check-in deadline, Beibu Gulf Airlines reserves the right to cancel the passenger's reservation.

7.1.3 The check-in department can directly handle check-in procedures for passengers who have booked seats; Passengers who have not reserved their seats may be refused by the check-in department.

## **7.2 Boarding**

7.2.1 The passenger shall arrive at Guangxi Beibu Gulf Airlines' given boarding gate sufficiently after check-in and in time to complete all the government formalities. If the passenger fails to arrive in time or appears improperly documented or not ready to travel, Guangxi Beibu Gulf Airlines may cancel the reserved space for the purpose of not delaying the flight's departure, and without the liability to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

7.2.2 If the passenger no shows, takes the wrong flight or misses the flight due to the carrier's reason, the ticket shall be changed or refunded involuntarily, and no change or refund fee shall be charged.

7.2.3 If the passenger no shows, takes the wrong flight or misses the flight due to non-carrier's reasons, the ticket shall be subject to voluntary change or voluntary refund and shall be handled according to the conditions of use of the ticket.

## **Article 8 Refusal and Limitations of Carriage**

### **8.1 Right to Refuse Carriage**

Guangxi Beibu Gulf Airlines shall refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion. Guangxi Beibu Gulf Airlines is not liable to the passenger for loss or expense due to following circumstances:

8.1.1 Passengers or articles prohibited from carriage according to relevant regulations of the State.

8.1.2 The passenger has refused to submit to a security check.

8.1.3 Unchecked baggage. Passengers denied clearance for security reasons.

8.1.4 Passengers whose identity certificates issued at the time of check-in are inconsistent with those issued at the time of ticket purchase.

8.1.5 Other circumstances stipulated by the State.

Guangxi Beibu Gulf Airlines may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion. Guangxi Beibu Gulf Airlines is not liable to the passenger for loss or expense due to following circumstances:

8.1.6 In order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over.

8.1.7 the passenger who are not fit for travel because of the conduct, age, or mental or

physical state, or cause discomfort or make himself objectionable to other passengers, or involve any hazard or risk to himself or to other persons or to property

8.1.8 The passenger has failed to observe the instructions of Guangxi Beibu Gulf Airlines or Government, or not taking Guangxi Beibu Gulf Airlines crew's arrangement and advice.

8.1.9 The applicable fare or any fares, charges or taxes payable have not been paid by the passenger.

8.1.10 The passenger does not show his passport, visa and other valid travel documents.

8.1.11 The passenger may seek to enter a country illegally through which he is in transit, or may destroy his documentation during flight, or will not surrender travel documents to be held by the flight crew, against receipt, when so requested by Guangxi Beibu Gulf Airlines.

8.1.12 The ticket has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent, or has been reported as being lost or stolen, or is a counterfeit ticket, or any flight has been altered by anyone other than Carrier or its Authorized Agent, or a flight coupon, has been mutilated. Guangxi Beibu Gulf Airlines reserves the right to retain such paper ticket.

8.1.13 The person presenting the ticket cannot prove that he is the person named in the ticket. Guangxi Beibu Gulf Airlines reserves the right to retain such paper ticket.

**8.2** Guangxi Beibu Gulf Airlines has the right to determine the carriage of passenger and baggage when the actual passengers exceed the maximum load of the aircraft. Guangxi Beibu Gulf Airlines will inform such passenger before the airplane takes off and the ticket will be dealt as involuntary endorsement or involuntary refund.

### **8.3 Limitations on Carriage**

8.3.1 Transportation condition for infant, pregnant woman, accompanied minor, patients, criminal suspect and his escort etc. or those passengers requiring special assistance may be subject to prior arrangement with Guangxi Beibu Gulf Airlines, in accordance with Guangxi Beibu Gulf Airlines' Regulations. Refer to Annex I or Guangxi Beibu Gulf Airlines' official website for transportation Condition.

8.3.2 Passengers for restricted carriage: For safety reasons, Guangxi Beibu Gulf Airlines controls the number of passengers for restricted carriage on each flight accordingly.

8.3.3 In compliance with the relevant laws and regulations of the civil aviation authorities on air transportation for people with disabilities, Guangxi Beibu Gulf Airlines provides transportation for people with disabilities who are eligible for boarding.

8.3.4 In compliance with the Measures for the Administration of Air Transportation of Human Donor Organs, Guangxi Beibu Gulf Airlines provides transportation for passengers who are eligible to carry human donor organs.

### **8.4 Arrangements for Refuse Carriage**

8.4.1 For circumstances 8.1.1/ 8.1.2/ 8.1.3/ 8.1.4/ 8.1.5 the provisions on voluntary refund shall apply.

8.4.2 For circumstance 8.1.6, the provisions on voluntary refund shall apply.

8.4.3 For circumstance 8.1.7, the passenger who are not fit for travel because of the

conduct, mental or physical state, the provisions on involuntary refund shall apply.

8.4.4 For circumstance 8.1.7, the passenger who causes discomfort or make himself objectionable to other passengers, or is likely to cause harm or danger to the life or property of oneself or other persons, and 8.1.8, the provisions on voluntary refund shall apply.

8.4.5 For circumstance 8.1.9, the provisions on involuntary refund shall apply. Or the passenger shall pay the insufficiency of the fare or tax.

8.4.6 For circumstance 8.1.10, the provisions on voluntary revised or refund shall apply.

8.4.7 For circumstances 8.1.10/8.1.11/8.1.12, the carrier reserves the right to detain passenger's ticket and report to the authorities if necessary,

## Article 9      Baggage

### **9.1 Items Prohibited and Limited as Baggage**

#### **9.1.1 Items which are unacceptable as baggage**

9.1.1.1 Items which do not constitute baggage as defined in Article 1 hereof.

9.1.1.2 Items which are likely to endanger the aircraft or persons or property on board the aircraft specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air、 the Dangerous Goods Regulations of the International Air Transport Association (IATA)、 the Transport of Dangerous Goods Regulations of Civil Aviation Administration of China(CAAC) and in Guangxi Beibu Gulf Airlines' Regulations. Especially those following prohibited articles: Explosives, compressed gases, corrosive substances, oxides, radioactive or magnetized objects, flammable, poisonous, dangerous or irritative substances, miscellaneous hazardous substances and articles, including environmental hazardous substances. More information about the relative substances, please contact Guangxi Beibu Gulf Airlines.

9.1.1.3 Guns, including all types of imitation toy guns, gun-type lighters and other types of offensive weapons, except for sports equipment.

9.1.1.4 Army and police firearms.

9.1.1.5 Controlled knives.

9.1.1.6 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over.

9.1.1.7 Items which are unsuitable for carriage by reason of their package, shape, weight, size or character.

9.1.1.8 Live animals, except as provided for in 9.12 of this Article.

#### **9.1.2 Items which are not transported as checked baggage**

The passenger shall not include in checked baggage fragile or perishable items, money, jewelry, antiques, precious metals, silverware, negotiable papers, securities, bank cards , credit cards or other valuables, business, government or private documents, passports and other identification documents, samples, back-up lithium batteries, power bank. Guangxi Beibu Gulf Airlines is not liable for loss or expense made by passenger's failure to comply with this.

### **9.1.3 Items which are limited in transportation**

The following items which may be agreed by Guangxi Beibu Gulf Airlines and in accordance with Guangxi Beibu Gulf Airlines' Regulations , are permitted to be transported.

9.1.3.1 Guns and ammunition, other than for hunting and sporting purposes, are prohibited from carriage as Baggage. Guns and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Guns must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations.

9.1.3.2 Sharp and blunt objects other than controlled knives, things like antiques, swords or knives considered tourist souvenirs may only be transported as checked baggage within the relevant regulations.

9.1.3.3 Items such as precision instruments, electrical appliance should be transported as consignment. If transported as checked baggage, the items must meet the requirements of Guangxi Beibu Gulf Airlines and should be properly packed. The weight of such items should not be included in the free baggage allowance, and the freight will be charged as excess baggage fee.

9.1.3.4 Diplomatic Pouch, confidential documents.

9.1.3.5 An electric wheelchair for travelers to use on their travels.

9.1.3.6 Dry ice, liquid articles (including alcoholic and alcoholic beverages, etc.), smoking utensils, medicines, cosmetics, etc.

9.1.3.7 Portable electronic device (including a portable electronic medical device containing a lithium-ion battery or a lithium-ion battery core).

9.1.3.8 Human organs transportation.

### **9.1.4 Items which shall attach an exemption baggage tag**

When accepting Baggage for carriage which is disputable in transportation responsibility, we shall attach an exemption baggage tag to exempt the corresponding responsibility of Guangxi Beibu Gulf Airlines.

Fragile and damageable baggage

Improperly packed baggage

Perishable goods or perishable goods carried in the baggage

The time for the passenger to transport the baggage is too late

Damaged baggage

Checked baggage whose weight and size is out of the limitation regulated by carrier or oversized baggage

Unlocked baggage or the lock is broken

Hand baggage whose size exceeds the limitation of the baggage in the cabin

### **9.2 Right to Refuse Carriage**

9.2.1 Guangxi Beibu Gulf Airlines may refuse carriage as baggage of such items described in 9.1.1 of this Article as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.

9.2.2 Guangxi Beibu Gulf Airlines may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other similar containers to ensure safe carriage with ordinary care in handling.

### **9.3 Right of Search**

For reasons of safety and security, Guangxi Beibu Gulf Airlines may request the passenger to permit a search to be made of his person and his baggage, and may check, scan or X ray check to the passenger's baggage in his absence if the passenger is not available, for the purpose of determining whether he is in possession of or whether his baggage contains any item described in 9.1.1 above or any guns or munitions which have not been presented to Guangxi Beibu Gulf Airlines in accordance with 9.1.3 above. If any damages caused by the X ray check or scan, Guangxi Beibu Gulf Airlines takes no responsibility. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or baggage.

### **9.4 Checked Baggage**

9.4.1 Upon delivery to Guangxi Beibu Gulf Airlines of baggage to be checked, Guangxi Beibu Gulf Airlines shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.

9.4.2 Passenger shall label the name, contact way or other personal recognition mark in or out of the checked baggage.

9.4.3 Checked baggage should try to be carried on the same aircraft as the passenger, for the purpose of safety, security or transportation, unless Guangxi Beibu Gulf Airlines decides that this is impracticable, in which case Guangxi Beibu Gulf Airlines will carry the checked baggage on Carrier's next flight on which space is available.

9.4.4 Unless otherwise specified, the weight allowance of checked baggage can not exceed 32Kg and the maximum volume should not exceed 40cm x 60cm x 100cm. The baggage which exceeds above regulations should be transported as previously determined by Guangxi Beibu Gulf Airlines. Please refer to the following for the standard rate of excess baggage.

### **9.5 Unchecked (Carry-On) Baggage**

9.5.1 Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin.

9.5.2 Unless otherwise specified, the weight of carry-on baggage should not exceed 7Kg, and the maximum volume should not exceed 20cm x 40cm x 55cm. That baggage which exceeds above regulations should be transported as checked baggage.

9.5.3 If the weight or size of the passenger's baggage goes against regulations of 9.5.2, which makes the baggage unsuitable to be transported in the cargo compartment, such as delicate musical instrument, passenger shall inform Guangxi Beibu Gulf Airlines in advance if he or she wants to carry it as unchecked baggage. Service providing for such baggage is extra. And unless receiving consent from Guangxi Beibu Gulf Airlines, the baggage could not be carried into the cabin. The cabin baggage will be charged according to the real-time released cabin fee, and the international tax will be charged according to the number of passengers.

### **9.6 Free Baggage Allowance**

9.6.1 In international transportation managed by Guangxi Beibu Gulf Airlines, free baggage allowance can be calculated by weight and piece. When the flight is to or from the USA or Canada, piece calculation is applied and weight calculation is applied to any flight to or from other countries. Passengers should comply with the free baggage

allowance according to the conditions and limits regulated by Guangxi Beibu Gulf Airlines.

9.6.2 As for domestic sectors of international transportation under a single transportation contract, the free baggage allowance of the passenger should subject to the allowance listed in the ticket.

9.6.3 In the case of Passengers buying mixed level tickets, the free baggage allowance can be calculated according to the free baggage allowance regulated in different legs.

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

9.6.5 In the event of a voluntary itinerary change, the free baggage allowance should follow the regulation applied to free baggage allowance of the ticket price level after the itinerary change. If it is an involuntary itinerary, the free baggage allowance follows the original regulations.

9.6.6 Weight calculation of free baggage allowance

In addition to some specified regulations of Guangxi Beibu Gulf Airlines, the free baggage allowance of the checked baggage and unchecked baggage of every passenger is managed according to the following regulations:

9.6.6.1 Unless otherwise specified, 2PC, 32kg free baggage allowance for each business-class adult passenger; 1PC, 32 kg for each premium economy class adult. 1PC 23 kg for each economy class adult. **The sum of the three sides of each piece shall not exceed 158CM.**

9.6.6.2 Children or infants traveling on child tickets have the same free baggage allowance regulated in 9.6.6.1. Infants have 10kg free baggage allowance(The sum of the three sides of a single checked baggage must not exceed 115cm) and a pushchair may be checked free of charge(20CM \*40CM \*55CM).If the cabin crew allows it can be brought into the cabin with the consent of the purser.

9.6.7 In addition to some specified regulations of Guangxi Beibu Gulf Airlines, the free baggage allowance of the checked baggage and unchecked baggage of every passenger is managed according to the each flight.

9.6.8 Disabled passengers can carry a wheelchair or other equipment for walking for free.

**9.7 Excess Baggage**

9.7.1 Excess baggage can be carried only after the passenger pays the excess baggage charge and Guangxi Beibu Gulf Airlines issues an excess baggage check.

9.7.2 Regulations on charges for excess baggage

<b>Guangxi Beibu Gulf Airlines International Regulations on charges for excess baggage</b>		
	<b>calling center</b>	<b>Check-in counter/boarding gate</b>
<b>Charging standard</b>	Price (Currency: CNY)	Price (Currency: CNY)
	Excess PC (Bus. /Eco. )	Excess WEIGHT (Eco. only)

	Excess 1 <sup>st</sup> PC	Excess 2 <sup>nd</sup> PC and above	23KG<W≤28KG	28KG<W≤32KG
	790/PC	1260/PC	390	1000
	/		Excess PC (Bus. /Eco. )	
			Excess 1 <sup>st</sup> PC	Excess 2 <sup>nd</sup> PC and above
			880/PC	1400/PC
			Excess dimension (Bus. /Eco. )	
			158CM<W≤203CM	
			1000/PC	
<b>Marks</b>	<p>1. The airport check-in counter/ counter will overlay charge for two or more items of excess: overweight or oversize.</p> <p>2.This regulation applies for INF and CH.</p> <p>3. The maximum weight of a single checked baggage shall not exceed 32 kg (70 lb), and the sum of the dimensions of the three sides shall not exceed 203 cm (80 in). If the weight and size exceed the above standards, it is recommended that passengers disassemble and reassemble the baggage. If the baggage cannot be disassembled, please contact the airport cargo unit for transportation.</p> <p>4. If the size or weight of a single piece of baggage after splitting does not exceed the standard, the excess baggage fee shall be calculated based on the number of pieces only. If two or more items of excess, overweight or oversized baggage are included after splitting, the fee shall be superimposed.</p> <p>5. Currency payment is subject to departure airport check-in counter requirements. .</p> <p>6. The free baggage allowance and excess baggage fee for the charter route are subject to the requirements of the charter operator.</p>			

The baggage may not arrive at the same time as the passenger, if charged the baggage at the boarding gate. Beibu Gulf Airlines will choose the nearest GX airline to deliver the baggage.

9.7.3 The boarding gate policy does not apply for checked baggage, but only for non-checked baggage passengers (self-care luggage and carry-on items) for monitoring. For the luggage exceeding the free baggage allowance, the ground handling personnel shall inform the passengers to return to the check-in counter for check-in, and only when conditions and time permit.

Unless otherwise specified, If the bags exceed the weight limit specified, the excess baggage charge per kilogram is 1.5% (rounded) of the highest adult direct one way fare.

### **9.8 Value Declaration and Charge**

9.8.1 A passenger may declare a value for checked baggage if the value of the baggage is more than USD30.00 per kilogram or its equivalent currencies.

9.8.2 The value declared can not be in excess of the real value of the checked baggage.

The highest value declared is limited to a maximum of USD2500.00 or its equivalent currencies. If Guangxi Beibu Gulf Airlines disagrees with the declared value and the passenger refuses to accept the inspection, Guangxi Beibu Gulf Airlines has the right not to transport the baggage according to the declared value.

9.8.3 Guangxi Beibu Gulf Airlines will charge additional value declaration expense if the value declared by the passengers is over 0.5% of the highest value declared regulated in 9.8.1.

9.8.4 Guangxi Beibu Gulf Airlines does not apply value declaration to free baggage. More information, please contact Guangxi Beibu Gulf Airlines or its authorized agent.

9.8.5 Guangxi Beibu Gulf Airlines does not apply value declaration to any animal carried by a passenger.

9.8.6 If partial transportation of the baggage with value declaration is carried by other carriers which do not offer value declaration service, Guangxi Beibu Gulf Airlines has the right to refuse to offer value declaration service.

### **9.9 Collection and Delivery of Baggage**

9.9.1 Passenger shall check his baggage with a valid ticket.

9.9.2 After baggage delivery, the passenger takes the baggage identification Tag for each piece of Checked Baggage as proof for baggage collection.

9.9.3 If passenger checks through baggage, which is disputable, he or she shall make a written promise to indemnify Guangxi Beibu Gulf Airlines and attach an exemption baggage tag to exempt the corresponding responsibility of Guangxi Beibu Gulf Airlines.

9.9.4 After obtaining permission of Guangxi Beibu Gulf Airlines, passengers can check through cargo as carry-on baggage, but passenger will be charged according the excess baggage rate.

### **9.10 Delivery of Baggage**

9.10.1 Passengers shall claim their baggage with their checked baggage identification tag as early as possible, and when necessary, the ticket and baggage check will be verified.

9.10.2 Guangxi Beibu Gulf Airlines delivers the checked baggage by the baggage identification tag and has no responsibility for the damage and expense caused by the case that the person who claims the baggage is not the right passenger.

9.10.3 If the person who claims the baggage could not show the baggage check and identification tag, only when he offers a proof approved by Guangxi Beibu Gulf Airlines and, when necessary, declares that he will compensate the possible damage or expensed for Guangxi Beibu Gulf Airlines, he can claim the baggage.

9.10.4 When passengers claim baggage and do not offer a written objection, it will be basic proof that the baggage has been delivered according to the transportation abstract.

**9.11** Special regulations about the transportation of seat baggage, fragile or valuable articles, and diplomatic pouches.

#### **9.11.1 Seat Baggage**

9.11.1.1 If the baggage has to take up a seat, passenger shall request space when reserving the seat, and the baggage can only be transported within the permission of Guangxi Beibu Gulf Airlines.

9.11.1.2 Passenger takes responsibility for the seat baggage he or she carries. The weight

of seat baggage for each seat may not be in excess of 75 kg, the total volume shall not exceed 145CM×50CM×30CM, and the package should be proper. To guarantee the safety of the flight, the seats of the passengers and their seat baggage shall be designated by Guangxi Beibu Gulf Airlines and for the entire trip the baggage should be secured by safety belt. When necessary, the baggage should be fastened by a cross arm brace.

9.11.1.3 Seat baggage is not included in free baggage allowance and the fare is charged according to the adult ticket fare of passenger.

9.11.1.4 If the transportation is managed by successive carriers, agreement of relative successive carriers should be obtained.

**9.11.2** Fragile or valuable baggage will be dealt in addition to the regulations in this condition; if the baggage requires a seat, management should follow 9.11.1.

### **9.11.3 Diplomatic pouches**

9.11.3.1 According to the request of diplomatic couriers, Guangxi Beibu Gulf Airlines handles it and the carrier bears the responsibility as checked baggage.

9.11.3.2 If diplomatic pouches require seats, 9.11.1 is applied.

## **9.12 Animals**

### **9.12.1 Small Animals**

#### **9.12.1 Seeing-eye dogs , hearing-ear dogs and other assistance dogs**

Beibu Gulf Airlines allows passengers with limitations on carriage to carry assistance animals into the cabin except in the following circumstances when the assistance animals are not suitable for transport:

9.12.2.1 Small animals pose a direct threat to the health or safety of others (e.g. small animals exhibiting dangerous behaviour).

9.12.2.2 Small animals severely disrupt cabin service (e.g. the animal is too heavy or large for the cabin to accommodate).

9.12.2.3 Animals entrance the foreign airport are forbidden.

Each passenger may carry no more than one assistance dog; The accept for carriage of E190 aircraft shall not exceed 3. The accept for carriage of A320 aircraft must not exceed 4.

The assistance animals and their packages will be shipped free of charge.

Documents for assistance animals transport:

9.12.2.4 The passenger carrying assistance animals shall provide its valid certificates issued by an appropriate institution. *The certificate of Animal quarantine, Animal training certificate, Animal card or Animal identity card.*

9.12.2.5 For international and regional flights, passengers should prepare the following documents for their assistance animals at least 7 days prior to departure, valid exit/entry documents issued by the relevant government (destination/transit point).

9.12.2.6 Valid health declaration and rabies vaccination certificate issued by relevant authorities. Properly prepare entry permits, health declarations and vaccination certificates required by all countries of entry/transit covered by the itinerary. Additional documents required by the government of the entry/transit country covered by any itinerary. For documentation requirements, please refer to the latest TRAVEL INFORMATION MANUAL, or consult your country's consulate or embassy, or check your country's government website.

**9.12.3** Passengers are completely liable for the injury or death of the animals above, except the case that Guangxi Beibu Gulf Airlines is clearly responsible for the injury or death either intentionally or by accident. On some long-distance flights without stopovers or some special types of aircraft, it is not suitable to carry seeing-eye or hearing-ear dogs and Guangxi Beibu Gulf Airlines has the right to refuse the carriage of the animals. Guangxi Beibu Gulf Airlines bears no responsibility for the injury, loss, delay, disease or death of the animals when the animals cannot be accepted.

## Article 10 Schedules, Delays, Cancellation of Flights

### 10.1 Schedules

10.1.1 Guangxi Beibu Gulf Airlines undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch. However, the time or aircraft type listed in the flight schedule or other places is for reference only and are not guaranteed and do not form part of contract. The flight times shown in published timetables may change between the time of publication and the time passengers actually travel. Times shown in the ticket, timetables or elsewhere are not guaranteed and do not form part of the Contract of Carriage.

10.1.2 Guangxi Beibu Gulf Airlines will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of Guangxi Beibu Gulf Airlines as to the dates or times of departure or arrival or as to the operation of any flight.

10.1.3 Schedules are subject to change without notice. Guangxi Beibu Gulf Airlines may when circumstances so require alter or omit stopping places shown on the ticket or in schedules and may without notice substitute alternate carriers or aircraft.

### 10.2 Cancellation, Changes of Schedule

10.2.1 For the following circumstances, Guangxi Beibu Gulf Airlines may substitute a different type of aircraft or different routing, change a carrier, cancel, terminate, postpone or delay a flight without prior notice.

10.2.1.1 To obey the applicable laws, regulations or orders of the government

10.2.1.2 To guarantee the safety of flight

10.2.1.3 Unpredictable or uncontrollable reasons

10.2.2 According to Montreal Convention, if the flight is canceled, terminated, diverted, postponed or delayed because of some special circumstances such as unstable politics, weather conditions affecting the operation of flights, safety risks, unexpected flight safety defects, certain labor disputes or strikes influencing the management of the carrier, the Carrier takes no responsibility if the Carrier has tried its best to take all reasonable measures to avoid the damage.

10.2.3 If the decision of traffic control about the relative specific aircraft on some specific date causes an extended flight delay, whole-night delay or one or more flight cancellations related to the aircraft, this special event is considered to exist, though the carrier will take all reasonable measures to avoid the delay or cancellation of the flight.

### **10.3 Subsequent Arrangement**

**10.3.1** If Guangxi Beibu Gulf Airlines cancels, terminates, diverts, postpones or delays a flight, substitutes a different type of aircraft or different class of service, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation and reasons listed in 10.2.1, we shall, with due consideration to the passenger's reasonable interests, either:

10.3.1.1 Rebook the passenger on another of its scheduled passenger services on which space is available or assist the passenger in rebooking on another carrier.

10.3.1.2 Provide a refund according to the relative regulations about involuntary refund in 12. 5 of Article 12.

10.3.1.3 Assist the passenger in certain services such as accommodations and ground transportation. A passenger at his or her point of origin will pay his or her own expense. The service provided for the transfer and transit passenger will be managed according to the regulations of Guangxi Beibu Gulf Airlines.

**10.3.2** If Guangxi Beibu Gulf Airlines cancels, terminates, diverts, postpones or delays a flight, substitutes a different type of aircraft or different class of service, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation because of Guangxi Beibu Gulf Airlines, Carrier shall, with due consideration to the passenger's reasonable interests, either:

10.3.2.1 Rebook the passenger on another of its scheduled passenger services on which space is available or assist the passenger in rebooking with another Carrier to carry him or her to their destination.

10.3.2.2 Provide a refund according to the relative regulations about involuntary refund in 12. 5 of Article 12.

10.3.2.3 Assist the passenger in certain services such as accommodation and ground transportation according to the regulations of Guangxi Beibu Gulf Airlines.

10.3.2.4 In addition to those measures above, Guangxi Beibu Gulf Airlines takes no further responsibility to the passenger.

**10.4** If Guangxi Beibu Gulf Airlines cancels, terminates, postpones or delay the flights because of reasons caused by Guangxi Beibu Gulf Airlines, Guangxi Beibu Gulf Airlines will provide the passenger with services such as meals, accommodations and certain other services Guangxi Beibu Gulf Airlines considers necessary but it does not promise to offer services over the regulated standards.

10.4.1 Cancellation of the flight on which the passenger has made a reservation.

10.4.2 Cancellation of the flight on which the stops include the departure, the destination or stopovers of the passengers.

10.4.3 Not flying in reasonable time according to the timetable.

10.4.4 Causing the passenger to miss the subsequent flight in which he has made a reservation.

10.4.5 Not providing the reserved seat.

## Article 11 Change Itineraries and Tickets

**11.1** when a passenger who has started his or her travel but has not reached their destination asks for changing the specified unused flight, destination, carrier, seat class, flight or the validity of the Ticket, it is defined as a voluntary itinerary change. When the Carrier, which cancels the flight in which space is reserved, cancels the landing at the destination or stopovers of the passenger, does not fly reasonably according to the schedule, or cannot provide reserved space, causes the passengers to change the itinerary, it is defined as an involuntary itinerary change.

### **11.2 handle the voluntary itinerary change in accordance with the following regulations:**

11.2.1 Passenger shall request it before reaching the destination.

11.2.2 After the itinerary change, the fare and charges for the original routing shall still be applicable to the revised routing.

11.2.3 If the fare and charges for the revised routing is lower than what the passenger has paid, the Carrier shall refund the difference; if it is higher, the passenger shall pay the difference. After the itinerary change, the validity period of the new ticket shall be the same as the original one and it will be counted from the midnight of the next day after the transportation specified on the first flight coupon of the original ticket.

11.2.4 If the passenger requests to change the flight or date after ticket purchase, Beibu Gulf Airlines and its sales agent will deal with it under the condition that seats are available on the flight and time permits.

**11.3** if the execution of 10.2.1 in Article 10 causes the passenger to have an involuntary itinerary, the Carrier shall, with due consideration to the passenger's reasonable needs, either:

11.3.1 Rebook the passenger on the first flight where space is available or endorse the ticket to another Carrier.

11.3.2 Change the passengers' flight and arrange the passenger or endorse his or her ticket to another Carrier to send the passenger to the destination or stopover.

11.3.3 Handle the problem according to the regulations 12.5 of Article 12 of these conditions.

11.3.4 Assist the passenger in services such as accommodations and ground transfers. The expenses of the passenger from departure are the responsibility of the passenger.

**11.4** When the Carrier causes the passenger to change his flight involuntarily; the Carrier should handle the problem according to the regulations of 11.3.1, 11.3.2 and 11.3.3 in this article. In addition, such services as a rest area, beverages, meals, accommodations and some other necessary services shall be provided to the passenger at no charge.

11.4.1 The Carrier causes the passenger to cancel his reserved flight.

11.4.2 The Carrier's flight does not stop at the destination or stopover of the passenger.

11.4.3 The Carrier does not reasonably arrange the schedule of the flight.

11.4.4 The Carrier does not provide the travelers with pre-reserved seats.

11.4.5 The Carrier causes the passenger miss the reserved connecting flight.

## Article 12 Refunds

### 12.1 General

12.1.1 On failure by Guangxi Beibu Gulf Airlines to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, refund for an unused ticket or portion thereof shall be made by Guangxi Beibu Gulf Airlines and its authorized agent in accordance with this Article and with Guangxi Beibu Gulf Airlines' Regulations.

The carrier or the sales agent shall complete the refund procedures within 7 working days upon receipt of the passenger's valid refund application, but the processing time of the financial institution does not include.

12.1.2 Passenger should request a refund within the validity period of the Ticket. Guangxi Beibu Gulf Airlines may refuse a refund where application is made after the expiry of the validity of the Ticket.

### 12.2 Place for refund

A refund should be made in the place where the ticket is issued or another place agreed by Guangxi Beibu Gulf Airlines.

### 12.3 Currency

All refunds will be subject to government laws, and related regulations of the country in which the ticket was originally purchased and of the country in which the refund is being made. Refunds will be made in the currency in which the ticket was paid for, or, at the option of Guangxi Beibu Gulf Airlines, in the currency of the country where the ticket was purchased or where the refund is being made.

### 12.4 Person to Whom Refund Will Be Made, Document needed and Discharge

12.4.1 Guangxi Beibu Gulf Airlines shall be entitled to make refund to the person named in the ticket.

12.4.2 If a ticket has been paid for by a person other than the passenger named in the ticket, and Guangxi Beibu Gulf Airlines has indicated on the ticket that there is a restriction on refund, Guangxi Beibu Gulf Airlines shall make a refund only to the person paying for the ticket or to that person's order.

12.4.3 If a person to whom the refund is made other than the passenger named in the ticket, such person must show his or her valid identification and the valid identity card of the passenger named in the ticket and a notarized letter which passenger has signed.

12.4.4 Except in the case of lost tickets, refunds will only be made on surrender to Guangxi Beibu Gulf Airlines of the passenger coupon or passenger receipt and surrender of all unused flight coupons. The passenger who buys an electronic ticket should show his or valid identity card.

12.4.5 A refund made to anyone presenting the flight coupons, the passenger coupon and payment voucher in terms of 12.4.1, 12.4.2 and 12.4.3 shall be deemed a proper refund and shall discharge Guangxi Beibu Gulf Airlines from liability.

### 12.5 Involuntary Refunds

Because of one of the reasons listed in 3.6.1 of Article 3 and 10.2 of Article 10, refund will be made according to following regulations:

12.5.1 If no portion of the Ticket has been used, refund the entire paid fare.

12.5.2 If some of portions of the ticket have been used, deduct the ticket fare, and tax of the used itinerary part from the paid fare as well as corresponding refund fee and service charge, and then refund the balance.

#### **12.6 Voluntary Refunds**

If the passenger wishes a refund of his ticket, the amount of refund shall be calculated in following regulations:

12.6.1 If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation (refund) fees.

12.6.2 If a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

#### **12.7 Right to Refuse Refund**

12.7.1 Guangxi Beibu Gulf Airlines may refuse refund when a ticket is not permitted to be refunded according to applicable fares or Guangxi Beibu Gulf Airlines Regulations. Guangxi Beibu Gulf Airlines may refuse a refund when application is made after the expiry of the validity of the ticket (13months).

12.7.2 Guangxi Beibu Gulf Airlines may refuse a refund on a ticket which has been presented to Guangxi Beibu Gulf Airlines or to government officials of a country as evidence of intention to depart therefore, unless the passenger establishes to Guangxi Beibu Gulf Airlines' satisfaction that he has permission to remain in the country or that he will depart therefore by another carrier or another means of transport.

12.7.3 A passenger holding a special/concessionary ticket requests a refund. If the ticket has special provisions for refund, the refund shall be handled according to such provisions

## **Article 13 Flight Overbooking**

**13.1** According to the International Air Transport industry common practice, Guangxi Beibu Gulf Airlines and revenue management based on data analysis of market information system, in order to meet the needs of more visitors to make the trip and minimize wasted airline seats, Guangxi Beibu Gulf Airlines maybe appropriate overbook on certain flight.

**13.2** Principles on overbooking handling.

13.2.1 Guangxi Beibu Gulf Airlines should inform passengers the meaning of overbooking and the rights enjoyed by passengers in an appropriate manner, including but not limited to face-to-face, telephone, SMS and public announcement..

13.2.2 When the flight overbooking occurs, the ground service should place bulletin boards at the boarding gate and the check-in counter to inform the passengers of the flight overbooking information and the compensation methods and follow-up service arrangements of the passengers who voluntarily give up their seats. Guangxi Beibu Gulf Airlines will be the first to find passengers voluntarily who's willing to give up the seat, and give passenger some appropriate compensation.

**13.3** When flight is overbooked, unwillingly rearranged passengers should be protected following order:

13.3.1 Important passengers and their accompanies who have urgent national tasks

(1) VVIP and entourages;

(2) VIP and entourages;

(3) CIP and entourages;

13.3.2 Passengers carrying or escorting donated human organs

13.3.3 Special passengers who has arrangement from company

13.3.4 Passengers who have the connecting flight with international

13.3.5 First class and business class passengers

13.3.6 Passengers who with JinPeng platinum Card, HNA Golden Jazz club premium Card;

13.3.7 Passengers who with Jinpeng silver Card;

13.3.8 Passengers who with JinLu Card, YiSheng JinLu Card;

13.3.9 Passengers who Transfer-time limited passenger;

13.3. 10 Passengers who will have flight missions

(1) Aircraft maintainers who assigned to mechanical failure observation;

(2) An aircrew assigned to a different location for flight mission

(3) Maintainer assigned to emergency aircraft material allocation mission and to repair an aircraft in other places

(4) Maintainer assigned to other places for maintenance

(5) Flight interpreters and doctors

(6) A company security officer who inspects (investigates) the safe operation of a company

(7) "Other persons" holding special approval from relevant departments of the Bureau or leaders of the company

(8) Other additional crew members with controlled seats

13.3.11 Passenger with proven special difficulties who is eager to travel;

13.3.12 Regular passengers

**13.4 Compensation standard for passengers who voluntarily give up their seats or overbooked passenger**

13.4.1 For the refund passengers, free of charged of the refund fee. 30 percent of the ticket value held by the passenger is compensated. If the amount of compensation is less than RMB 200, the compensation shall be RMB 200.

13.4.2 If the passenger choose to change the flight, it will be arranged free of charge to the earliest available seats in the subsequent Beibu Gulf Airlines flight, or after obtaining the consent of the passenger and the relevant carrier, for the passenger to sign a free transfer to the same service level of the airline that signed the abnormal flight transfer agreement with our company. At the same time, Beibu Gulf Airlines will provide economic compensation ranging from 200 RMB to the face price of the passenger's ticket (the specific amount can be negotiated on the spot). If the compensation cost is less than 200 RMB, the compensation will be 200 RMB.

13.4.3 The other passengers such as holding JinPeng Card, free ticket, reward ticket, guest ticket, the reimbursement standard is RMB200 per person. Other services are

equivalent to regular passengers.

13.4.4 If the connecting flight passenger is overbooked, Beibu Gulf Airlines will only make cash reimbursement for the overbooked segment according to the above provisions, and Beibu Gulf Airlines will assist passengers with their free reschedule, refund, accommodation and other services for the follow-up connecting flight segment according to the itinerary arrangement of passengers.

13.4.5 Overbooked documents will be issued by Airlines or calling center (95370).

## **Article 14      Conduct Aboard Aircraft**

**14.1** If the passenger conducts him or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, Guangxi Beibu Gulf Airlines may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

**14.2** The usage of portable electronic devices.

14.2.1 Some PED that the passenger may not operate aboard the aircraft:

14.2.1.1 Mobile phones that cannot turn off signal transmissions via flight mode;

14.2.1.2 Portable TV

14.2.1.3 Portable radios

14.2.1.4 Radio receivers

14.2.1.5 Radio transmitter

14.2.1.6 Radio controlled toys

14.2.1.7 Electronic devices that must have Bluetooth open

14.2.1.8 Portable mobile power supply

14.2.1.9 Other electronic devices that are not defined whether will interfere with aircraft systems

**14.3** Some PED that the passenger may operate

14.3.1 The handed devices that can stop transmission function or turn off the mobile data transmission, Wi-Fi features and bluetooth that can be used:

14.3.1.1 Mobile phone, eBooks, iPad, MP3/4, electronic games, electronic dictionary

14.3.1.2 Medical aids electronic equipment: hearing aids, heart pacemaker etc.

14.3.1 Others

14.3.1 Electric shaver

14.3.2 Electronic calculator

14.3.3 No wireless-control electronic toy

14.3.4 Portable Walkman(DV/DVD,tape player)

14.3.5 Portable voice recorder

14.3.6 Camera

**14.4** The passenger can operate the PEDs when aircraft flights at cruising altitude:

Laptop: in order to avoid the emergency channel obstructed in critical stage, the laptop need to be stored under the seats or luggage rack.

## **14.5 Other requirements**

14.5.1 When the aircraft is suspected of electromagnetic interference, and is implementing the Low-energy see running program, passengers need to comply with the flight attendant requirements of shutting all portable electronic equipment power down.

## **Article 15 Common Services**

**15.1** Guangxi Beibu Gulf Airlines will not liable for the fares to include ground transport service between airports and between airports and town centers. Guangxi Beibu Gulf Airlines will not liable for the conduct or negligence in such ground transport service or any help provided by a sales agent to the passenger in such ground transport service.

**15.2** passenger responsible for ground accommodation fees paid for food and housing (accommodation) in the process of a connecting flight.

**15.3** during the flight, Guangxi Beibu Gulf Airlines will not provide passenger drinks or meals with free according to regulations. Relevant fee will be charged by Guangxi Beibu Gulf Airlines, if drinks or meals required by passenger. But all those should be paid by passengers.

### **15.4 Abnormal flight services**

15.4.1 If the flight is delayed or cancelled at the place of departure due to reasons such as maintenance, flight deployment and crew, Guangxi Beibu Gulf Airlines, shall provide passengers with meals or accommodation and other services as required (products with relevant restrictions shall not enjoy the service) and shall not be responsible for the economic compensation responsibility.

15.4.2 Due to weather conditions, the causes for the atc, military activities, public security, court order, airport facilities, security check, inspection, fuel supply, leave port system, passenger reasons such as the not causes by Guangxi Beibu Gulf Airlines cases, result in delay or cancellation from origin, airlines shall assist passengers with meals and lodging arrangement, but passengers should be responsible for their own expenses. And Beibu Gulf Airlines shall not be responsible for the economic compensation responsibility.

15.4.3 If the flight is delayed or cancelled at the stopover place, Guangxi Beibu Gulf Airlines shall, for whatever reason, be responsible for providing meals or accommodation to the stopover passengers as required. And Beibu Gulf Airlines shall not be responsible for the economic compensation responsibility.

15.4.4 Guangxi Beibu Gulf airlines shall provide meals or accommodation when diverted flight occurs, for whatever reason. And Beibu Gulf Airlines shall not be responsible for the economic compensation responsibility.

15.4.5 When a flight is delayed or cancelled, Guangxi Beibu Gulf Airlines should assists passengers in issuing flight delay and cancellation certificates.

15.4.6 In case of flight delay or cancellation, Guangxi Beibu Gulf Airlines and its sales agents should inform passengers of flight delay or cancellation as soon as possible, and

Airlines and its ground service agents should do explanation to the passengers.

15.4.7 In case of flight delay or cancellation, passengers may change to flights with available seats before and after the travel dates free or apply for full refund of passenger tickets, regardless of any reason.

For carrier's reason cause the flight abnormal; with the consent of other airlines, passengers can be transferred to the airlines that has signed a transfer agreement with our company for abnormal flights.

For non-carrier's reason cause the flight abnormal; Beibu Gulf Airlines will assist passengers with their ticket reschedule and endorsement. All expenses incurred shall be borne by the passenger.

15.4.8 Airlines and other security departments should cooperate with each other seriously and responsibly to jointly ensure the normal operation of flights and avoid unnecessary flight delays.

## **Article 16 Additional Services Arrangements**

if in the course of concluding the contract of carriage by air, Guangxi Beibu Gulf Airlines agrees to make arrangements for the provision of additional services, Guangxi Beibu Gulf Airlines is not liable to the passenger for any damage, loss or expense whatsoever arising from or in connection with such arrangements.

## **Article 17 Administrative Formalities**

### **17.1 General**

17.1.1 The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Guangxi Beibu Gulf Airlines' Regulations and instructions.

17.1.2 Guangxi Beibu Gulf Airlines shall not be liable for any aid or information given by any agent or employee of Guangxi Beibu Gulf Airlines to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### **17.2 Travel Documents**

17.2.1 The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit Guangxi Beibu Gulf Airlines to take and retain copies thereof.

17.2.2 Guangxi Beibu Gulf Airlines reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit Guangxi Beibu Gulf Airlines to take and retain copies thereof.

### **17.3 Refusal of Entry**

17.3.1 The passenger agrees to pay the applicable fare whenever Guangxi Beibu Gulf Airlines, on government order, is required to return a passenger to his point of origin or elsewhere owing to the passenger's inadmissibility into a country, whether of transit or of destination.

17.3.2 Guangxi Beibu Gulf Airlines may apply to the payment of such fare any funds paid to Guangxi Beibu Gulf Airlines for unused carriage, or any funds of the passenger in the possession of Guangxi Beibu Gulf Airlines.

17.3.3 The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Guangxi Beibu Gulf Airlines.

### **17.4 Fines, Detention Costs, etc**

17.4.1 If Guangxi Beibu Gulf Airlines is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to Guangxi Beibu Gulf Airlines any amount so paid or deposited and any expenditure so incurred.

17.4.2 Guangxi Beibu Gulf Airlines may use towards such expenditure any funds paid to Guangxi Beibu Gulf Airlines for unused carriage, or any funds of the passenger in the possession of Guangxi Beibu Gulf Airlines.

### **17.5 Customs Inspection**

17.5.1 If required, the passenger shall be present at the inspection of his baggage, checked or unchecked, by customs or other government officials.

17.5.2 Guangxi Beibu Gulf Airlines is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with above-mentioned requirement.

### **17.6 Security Inspection**

The passenger shall submit to any security checks by government or airport officials or by Guangxi Beibu Gulf Airlines.

### **17.7 Laws and Regulations**

Guangxi Beibu Gulf Airlines is not liable if it determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

## **Article 18 Successive Carrier**

**18.1** Carriage to be performed by several successive Carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith, is regarded as a single operation.

**18.2** for passenger's damage, except expressly regulated that the first Carrier takes full responsibility for the whole flight, passenger or any person is entitled to file claim only to the Carrier of which flight an accident happens or delays.

**18.3** Passenger has the right to make a claim against the first Carrier for the damage of checked baggage. The person entitled to delivery the baggage has the right to make a

claim against the last Carrier. Passenger also can make a claim against the Carrier in whose transport segment destruction, loss, damage or delay is occurred. The Carriers above should be jointly liable to the passenger.

## **Article 19      Liability for Damage**

**19.1** Subject to any limit under the Montreal convention, and the limit provided below Guangxi Beibu Gulf Airlines will liable for the damage of the passenger occurring on the aircraft or boarding or descending the aircraft but is not liable for the death of the passenger totally caused by the passenger's health condition.

**19.2** Guangxi Beibu Gulf Airlines will be liable for any destruction, loss or damage occurring during carriage in flight or within a period controlled by Guangxi Beibu Gulf Airlines. Guangxi Beibu Gulf Airlines will liable for the damages of unchecked baggage and hand baggage because of Guangxi Beibu Gulf Airlines' employee or agent mistakes. But Guangxi Beibu Gulf Airlines will not liable for the damage of baggage (including checked baggage, unchecked baggage and hand baggage) if it caused by the defect, quality and flaw of the baggage. Guangxi Beibu Gulf Airlines does not assume liability for normal wear and tear to baggage, which includes: damage to or loss of protruding baggage parts such as straps, pockets, pull handles, hanger hooks, wheels and feet, or other items attached to the baggage as well as damage to over sized/over packed bags.

**19.3** Guangxi Beibu Gulf Airlines will be liable for the damage of the passenger and baggage caused by Guangxi Beibu Gulf Airlines' delay in the transportation. But Guangxi Beibu Gulf Airlines will not liable for the damage if Guangxi Beibu Gulf Airlines' employee or agent has taken all measures to avoid damage or it is impossible for him to take such measure. Damaged or delayed property must be reported to Guangxi Beibu Gulf Airlines according to Tianjin regulations and time limits, otherwise Tianjin is not liable for responsibility.

**19.4** if it is confirmed that the losses are caused or facilitated by the faults of the claimant or the one from whom the claimant obtains rights, Guangxi Beibu Gulf Airlines will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the losses. If confirmed by Guangxi Beibu Gulf Airlines that other person rather than the passenger requires compensation for the passenger's injury or death and such injury or death is caused or facilitated by the passenger's own faults, Guangxi Beibu Gulf Airlines will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the injury or death.

### **19.5 On the limitation of liability**

19.5.1 International Carriage as defined in the 1999 Montreal Convention, is subject to the liability rules of such Convention.

19.5.2 International Carriage as defined in the 1929 Warsaw Convention and 1955 Hague Protocol but not in 1999 Montreal Convention, is subject to the liability rules of Warsaw Convention and Hague Protocol.

19.5.3 Where International Carriage is not subject to the liability rules of the Convention, is subject to the bilateral agreement or Civil Aviation Law of The People's Republic of China and related regulations about applicable laws, government regulations or orders.

## **19.6 On the limitation of liability regulated in Convention**

### **19.6.1 Warsaw Convention and Hague Protocol**

19.6.1.1 The compensation for injuries or deaths paid by Guangxi Beibu Gulf Airlines to passenger will not exceed two hundred fifty thousand French francs or its equivalent.

19.6.1.2 The compensation for checked baggage paid by Guangxi Beibu Gulf Airlines is no more than two hundred and fifty French francs per kilogram or its equivalent. The compensation for unchecked baggage or hand baggage paid by Guangxi Beibu Gulf Airlines is no more than five thousand French francs per passenger or its equivalent. If no baggage weight record in the baggage check, the weight of the checked baggage will be regarded as not exceed the free baggage allowance to the related class of cabin. The compensation for checked baggage, which has declared its value subject to 9.8 of Article 9 shall be within the value declaration.

### **19.6.2 1999 Montreal Convention**

19.6.2.1. The liability of Guangxi Beibu Gulf Airlines for each passenger for death, wounding or other bodily injury does not exceed 100,000 SDRs without exclusion or limitation of liability.

19.6.2.2. The liability for damage to each passenger exceeds 100,000 SDRs. However, Guangxi Beibu Gulf Airlines is not liable for the following situations:

- (a) It is proved that the damages caused are not due to the faults or improper measures or negative acts made by Guangxi Beibu Gulf Airlines, its employees or agents;
- (b) It is proved that the damages are absolutely caused by the third party because of its faults, its improper measures or negative acts.

19.2.6.3. The liability for damages due to delay throughout the transportation of Guangxi Beibu Gulf Airlines does not exceed 4,150 SDRs.

19.2.6.4. The liability of Guangxi Beibu Gulf Airlines in the case of destroying, loss, damage or delay of checked baggage shall be limited to 1,131 SDRs for per passenger, unless the passenger has made a special declaration on the value of the luggage for the destination and has been surcharged if it is necessary when the passenger delivers his or her checked baggage. Guangxi Beibu Gulf Airlines shall be liable within the scope of the declared value except that Guangxi Beibu Gulf Airlines proves that the value of the luggage declared by passenger is higher than the actual value of the luggage when it is claimed at the destination.

**19.7** To the extent not in conflict with the foregoing and whether or not the Convention applies:

19.7.1 Guangxi Beibu Gulf Airlines is liable only for damage occurring on its own line. Guangxi Beibu Gulf Airlines issuing a ticket or checking baggage over the lines of another carrier does so only as agent for such other carrier.

19.7.2 Guangxi Beibu Gulf Airlines is not liable for any damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the passenger to comply with the same.

19.7.3 Guangxi Beibu Gulf Airlines' liability shall not exceed the amount of proven

damages. Guangxi Beibu Gulf Airlines shall furthermore not be liable for indirect or consequential damages.

19.7.4 Guangxi Beibu Gulf Airlines is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage. Any passenger whose property causes injury to another person or damage to another person's property or to the property of Guangxi Beibu Gulf Airlines shall indemnify Guangxi Beibu Gulf Airlines for all losses and expenses incurred by Carrier as a result thereof.

19.7.5 Guangxi Beibu Gulf Airlines is not liable for damage to fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents, samples, medicines or drugs, which are included in the passenger's checked and carry-on baggage.

19.7.6 If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, Guangxi Beibu Gulf Airlines shall not be liable for any illness, injury, disability or death.

19.7.7 Any exclusion or limitation of liability of Guangxi Beibu Gulf Airlines shall apply to and be for the benefit of agents, employees and representatives of Guangxi Beibu Gulf Airlines and any person whose aircraft is used by Guangxi Beibu Gulf Airlines and Guangxi Beibu Gulf Airlines' agents, employees and representatives. The aggregate amount recoverable from Guangxi Beibu Gulf Airlines and from such agents, employees, representatives and persons shall not exceed the amount of Guangxi Beibu Gulf Airlines' limit of liability.

Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable laws.

## Article 20 Time Limitation on Claims (Complaints) and Actions

### 20.1 Time Limitation on Claims (Complaints)

20.1.1 In the case of damage to checked baggage, the person entitled to delivery should file a complaint to Guangxi Beibu Gulf Airlines forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal.

20.1.2 No action shall lie if the person entitled to delivery does not file a complaint to Guangxi Beibu Gulf Airlines according to regulations above.

### 20.2 Time Limitation on Actions

Any right to damages shall be extinguished if an action is not brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

20.3 E-mail address for passenger options reception, [gx\\_bbwyjsl@hnair.com](mailto:gx_bbwyjsl@hnair.com); The telephone number of service supervisor is 0771-5573987; Calling center 95370 (7×24).

Service time for E-mail and service supervisor: 9: 00-11:50, 13:40-17:30 Mon.-Fri.. 24-hour customer service telephone at 95370., during non-service time. Beibu Gulf Airlines will make a resolution within 10 working days after receiving passenger complaints.

## Article 21 Modification and Effectiveness

**21.1** According to Regulations made by Civil Aviation Administration of China (CAAC), Guangxi Beibu Gulf Airlines has the right to modify these regulations of carriage without prior notice. This kind of modification does not apply to carriage that has already begun prior to such modification.

No agent, employee or representative of Guangxi Beibu Gulf Airlines has authority to alter, modify or waive any provision of these Conditions of Carriage.

**21.2 There are two versions of these Conditions, a Chinese version and an English version. In the event of any dispute, the Chinese version will be taken as final.**

**21.3** These conditions have been put on record on the CAAC Service Quality Supervision Platform and announce to the whole society, and will come into effect on **Jan. 21, 2023**

**Guangxi Beibu Gulf Airlines Co., Ltd. has the right to interpret these conditions.**

## Annex I

### **The Special Assistance Passenger Transportation Condition of Guangxi Beibu Gulf Airlines**

#### **1.1 Infant**

1.1.1 An infant less than fourteen day after birthday and a premature baby less than 90 days old are prohibited for flight transportation in order to guarantee safety.

1.1.2 Infant passengers other than those mentioned in paragraph 1 above shall be accompanied by adults over 18 years of age with full capacity for civil conduct but with no separate seat. Each adult passenger is allowed to carry a maximum of 1 infant. One infant purchase as infant ticket at the applicable discount. Infant passengers default to no occupied passengers, Guangxi Beibu Gulf Airlines international routes do not provide occupied infant ticket.

1.1.3 In order to facilitate operation control and ensure the service quality for passengers, the number of infants transportation is generally limited to 5 infants for each flight attendant: 15 for E190 and 20 for A320.

#### **1.2 Pregnant Woman**

1.2.1 Guangxi Beibu Gulf Airlines will refuse transportation with the following conditions.

- (1) Pregnant woman 36 weeks or more than 36 weeks,
- (2) The pregnancy, expected date of childbirth is within 4 weeks,
- (3) When it comes to the expected date of childbirth but no exact date can be determined, and known to have multiple births or expected delivery complications;
- (4) Less than 7 days after natural birth, dystocia and preterm birth by the doctor's diagnosis shows not suitable for flight.

1.2.2 The following conditions that allows to transport.

(1) Pregnant woman 32 weeks or less can take flight except certain case that medical diagnosis certificate shows not suitable for flight. Valid identity document and expected date of childbirth certificate are required when making for the seat-reservation.

(2) Healthy pregnant woman between 32 weeks and 36 weeks: A pregnancy test report issued by a medical institution within 30 days (inclusive) before the flight, or a diagnosis certificate with a doctor's signature/name stamp indicating the number of weeks of pregnancy. If the pregnancy test report/diagnosis certificate is electronic, it must be published on the official platform of the medical institution. In China, it is in Chinese or English, in overseas areas, it can be filled in other languages, but it must be accompanied by an English translation version or a Chinese translation version..

On-site passengers provide pregnancy test report/diagnosis certificate to be checked by ground support personnel, and fill in the Passenger Transport Declaration

#### **1.3 Accompanied Minor**

1.3.1 Guangxi Beibu Gulf Airlines will transport unaccompanied minor when the following requirements are met.

- (1) The minor under 5 years can not be transported in principle.
- (2) The deaf-mute or blind minor under 12 years cannot be transported.
- (3) Beibu Gulf Airlines agree the transportation requirement.
- (4) Ticket issued wasn't by Beibu Gulf Airlines or Authorized agents;
- (5) The domestic and international connecting flights is not allowed to transport accompanied minor.
- (6) Children must be accompanied by an adult over 18 years of age with full capacity for civil conduct.

①Children under 5 years of age (excluding the date of the birthday of the fifth year of the Gregorian calendar) : Each adult passenger over 18 years of age with full civil capacity may carry a maximum of three children under 5 years of age, or a maximum of two children under 5 years of age and an infant, or a maximum of one disabled child. Children must purchase tickets of the same service class as their adult counterparts.

②Children 5 years old (including the birthday of the 5th year of the Gregorian calendar) - 12 years old (excluding the birthday of the 12th year of the Gregorian calendar) : Each adult passenger over 18 years old and with full capacity for civil conduct can bring a maximum of one disabled child between the ages of 5 and 12 years old, and cannot bring other children and infants. For each adult passenger aged 18 or above with full capacity for civil conduct and accompanied by non-disabled children aged 5 to 12, there is no limit on the number of tickets purchased by the child passenger. Children must purchase tickets of the same service class as their adult counterparts.

(7) If not accompanied by an adult, the unaccompanied minor transportation service will be provided on the premise that our unaccompanied minor transportation conditions are met, otherwise the unaccompanied minor transportation will not be carried.

1.3.2 Transport limitation for aircrafts: 3 unaccompanied minors/flight for E190 aircraft and 4 unaccompanied minors /flight for A320 aircraft.

#### **1.4 Patient Passengers**

1.4.1 Guangxi Beibu Gulf Airlines requires passengers with certain medical conditions to provide medical certificates. A medical certificate is not required for passengers with rheumatoid arthritis, asthma, simple fractures (forearm, hand, foot, and one leg with plaster) who can travel independently to an emergency evacuation and do not require a separate attendant. But for safety reasons, passengers are not allowed to carry oxygen bottles.

1.4.2 Due to the following reasonable medical considerations, Beibu Gulf Airlines will require passengers who have presented a medical certificate to undergo additional medical screening.

Passenger's condition has significantly deteriorated since the departure.

To demonstrate that the apparent concealment of illness posed a health threat to other passengers on the flight.

1.4.3 The passenger is considered not suitable for travel and shall not be transported if the additional medical examination concludes that:

The passenger who may require special medical assistance during the travel.

The passenger poses an immediate threat to the health or safety of other passengers on the

flight.

The Other patients and related transport conditions please refer to the Chinese version.

### **1.5 The aged passenger**

According to article 2 of *the Law of the People's Republic of China on the Protection of the Rights and Interests of the Elderly*, the elderly refers to citizens over the age of 60.

1.5.1 According to general passenger transportation (no transport restrictions): the aged passenger classifies as who have no special service needs, are in good health or think they are in good health and have the ability to take care of themselves and do not need special care from airlines during the air journey.

1.5.2 For the following general service need, fill in the Applicable Class A Special Service Demand Form when purchasing the ticket, and specify the special services requirements on the request Form.

- (1) Due to the old age of the body, short distance (generally within about 200 meters) can walk, but long distance (more than 200 meters) walking physical fatigue, need a wheelchair;
- (2) Physically disabled or old, need to walk with a cane or crutches;
- (3) Poor vision and audition, language or text communication barriers, unfamiliar with the flight process and environment, unable to smoothly handle the whole process of boarding pass, waiting for the flight, boarding and boarding, arrival and baggage claim, need to arrange personnel to guide;
- (4) Special meals are required due to physical reasons;
- (5) Special seats are required;
- (6) Other general requirements.

1.5.3 The followings are related to the passengers' and flight's safety, and they need to issue tickets at the designated ticket office, fill in the Applicable Class C Special Service Demand Form, and submit the medical diagnosis certificate suitable for the flight.

- (1) Medical oxygen should be provided during the journey and transportation;
- (2) Limb diseases and injuries;
- (3) It is suspected that additional medical services on board the aircraft may be required to carry the required distance.

### **1.6 Criminal suspect and his escort**

Reservations and tickets must be made in advance with Beibu Gulf Airlines or Beibu Gulf Airlines' authorized ticket office, and only with the consent of Beibu Gulf Airlines, criminal suspect transportation is accepted.

#### **1.6.1 Refusal of Carriage**

- (1) The escort does not abide by the civil aviation safety management regulations;
- (2) The Criminal suspect does not cooperate with the escort;
- (3) The preventive measures taken are insufficient to prevent interference with flight order or impact on aviation safety;
- (4) The relevant documents are incomplete.

1.6.2 Escorting a criminal suspect supervised by the Ministry of Public Security or wanted by Class A to take a civil aviation flight must be approved by the Public Security Bureau of the Civil Aviation Administration.

1.6.3 It shall comply with the *Procedures and Regulations of CAAC on Escorting criminal*

*Suspects to Take Civil Aviation Flights* when local public security organs are executing the escorting criminal suspects task.

1.6.4 Before the execution of the task of escorting the suspect, the situation of the criminal and the security measures to be taken shall be reported to the local civil aviation public security organ. After the consent of Guangxi Beibu Gulf Airlines, the purchase certificate of the local or municipal public security organ, the ID card and work permit of the escort shall be presented to handle the formalities.

1.6.5 The suspects and their escorts are restricted to take economy class, and the fares are calculated according to the full fare published by the airline. Special fares or discount fares are not suitable. The escorts shall not carry weapons, and may use handcuffs and other necessary tools to restrain the criminal suspect, but the tools should not be exposed.

1.6.6 A criminal suspect shall not be carried or escorted on a flight carrying an important passenger and his entourage on a national emergency mission.

1.6.7 The escort police should be at least three times as many as the criminal suspects, in the process of escort should maintain the whole control of the criminal suspects, criminal suspects are not allowed to act alone. The total number of criminal suspects under escort by the same plane shall not exceed three. There shall be at least one female police officer when escorting a female criminal suspect.

### **1.7 Human organs transportation**

More details please refer to the Chinese version or contact with the calling center 95370.

### **1.8 The other special passengers**

#### **1.8.1 Drunk passenger**

(1) It refers to a passenger who is intoxicated with alcohol, narcotics or drugs and loses his/her self-control, which will obviously cause unhappiness or possibly adverse effects to other passengers during air travel.

(2) Beibu Gulf Airlines has the right to judge from appearance, action, talking and decide whether they are drunk passengers and decides to refuse to transport.

(3) If Beibu Gulf Airlines finds passenger drunk, and not suitable for further travel or may disturb other people's travel, we have the right to refuse he/she on board. The drunk passenger can make voluntary refunds by suitable rules.

#### **1.8.2 Extra seat holders**

(1) Extra seat holders refers to passengers who want to occupy two or more seats in order for personal comfort or placing baggage.

(2) Passenger occupying two seats or more should apply in seat reservation and obtain Beibu Gulf Airlines' permission. Fill in the Applicable Special Service Request Form. Beibu Gulf Air does not accept cargo as occupied baggage.

(3) If hand baggage occupied seat, passengers should apply at the time of booking. Each passenger can only apply for one seat occupied baggage ticket.

(4) Occupying seats mentioned above, sales price is as well as real-time price. There is no free baggage allowance for the occupied baggage itself, no baggage value declaration is applied, and passengers who occupy more seats enjoy free baggage according to the number of seats purchased. Taxes and fees on international routes are charged according to the number of passengers.

#### **1.8.3 Confidential traffic personnel/diplomatic courier**

- (1) Seat reservation and ticketing should be handled in advance for confidential traffic personnel, diplomatic courier.
- (2) The seat for confidential traffic personnel and diplomatic courier should be reserved as required; if they bring too much files or envelopes, transportation for files should be also reserved.
- (3) Confidential traffic personnel/diplomatic courier occupying seats should apply to the passenger occupying two seats or more regulations.

#### 1.8.4 Confidential documents or diplomatic envelopes carriage

- (1) These documents or envelopes may be carried by confidential traffic personnel/diplomatic courier. If personnel/diplomatic courier want them to be baggage for delivery, Beibu Gulf Airlines only take the responsibility of general baggage delivery for documents or diplomatic letters.
- (2) When the documents or diplomatic envelopes are taken by confidential traffic personnel, diplomatic courier, it can be placed under cabin seat. The weight is limited to 10KG.
- (3) These documents or diplomatic envelopes and other baggages shall be combined and weighed, and the excess baggage fee shall be charged for the excess baggage in excess of the free baggage allowance.
- (4) Occupied documents or diplomatic envelopes in cabin should be taking care by themselves. the total weight should no more than 75KG, and the total volume of should no more than 40cm×60cm×100cm, with an appropriate package.

#### 1.8.5 Confidential passenger

- (1) Confidential passenger refers to passenger who cannot reveal name according to requirement of applying authority.
- (2) The confidential passenger should apply seat and buy ticket in advance
- (3) The seat arrangement for confidential passenger can be made according to reasonable requirement of applying authority.

### **1.8 Disabled passengers**

In compliance with the relevant laws and regulations of the civil aviation authorities on air transportation for disabled passengers, Beibu Gulf Airlines provides transportation for disabled passengers who are eligible for boarding. (Passengers should get the prior consent of Beibu Gulf Airlines Website- Travel Advice- *Laws and regulations of the civil aviation authorities on air transportation for disabled passengers*)

## Annex II

### **Ticketing, Ticket Refund, Ticket Changed**

#### **2.1 Ticketing**

2.1.1 Passengers tickets purchase may through the Guangxi Beibu Gulf Airlines official website (<https://www.gxairlines.com>), WeChat Official Accounts Platform, network platform, ticket offices and authority sales agents, or via customer calling center 95370.

2.1.2 To ensure flight safety, the state stipulates that passenger must provide valid identification documents when purchasing ticket, going through boarding procedures and security inspection (the identification documents when purchasing tickets must be consistent with the one when boarding the plane).

The specific regulations are as follows:

(1) Chinese mainland passengers are required to present valid passports when purchasing tickets and handling in-flight procedures.

(2) Foreign passengers, overseas Chinese, compatriots from Hong Kong, Macao and Taiwan are required to present valid passports, id cards, return permits, residence permits and travel permits when purchasing tickets and handling flight procedures.

(3) The name and number of the passenger identification document should be filled in the number column of the passenger ticket information sheet.

2.1.3 Individual passengers must reserve seats and OPEN is not allowed.

2.1.4 Rates and suitable rules of code sharing flights for which Beibu Gulf Airlines is the market party shall be implemented in accordance with relevant regulations (except special regulations).

2.1.5 Special passengers should issue their tickets at the designated ticket office for carrier confirm to make relevant arrangements before carriage. For more details, please refer to Annex I or call the 95370 for consultation.

2.1.6 Passengers are responsible for required ID documents according to their flight information and confirming the validity of the documents. Beibu Gulf Airlines will not be held responsible for boarding or entry/exit failure due to inconsistent documents.

2.1.7 Those who have reached the age of two but not twelve and pay the fare of child as required before being on tour.

(1) If the child is over 12 years old during the trip, Beibu Gulf Airlines does not need to charge the difference between the child and adult fare. If the itinerary contains a foreign flight segment, the foreign flight segment shall be governed by the regulations of the foreign airlines.

(2) Child's fuel fees are collected in the same standard as adults, and the civil aviation development Fund is exempted. The rules shall be implemented in accordance with the corresponding regulations of adults.

(3) In principle, child is required to book seat and issue ticket in the same PNR as adults'.

Child travelling with adult is required to purchase tickets the same service level as adult. If in special cases, adults and children are not in the same PNR, when issue ticket in ETERM system, “RMK adult ticket number” is required remark in children’s PNRs. Child’s ticket must be purchased together with adults on the official website. If child chooses adult ticket, the original ticket will be treated as voluntary refund and the refund fee will be deducted, and a new ticket will be purchased.

(4) Each adult passenger over the age of 18 with full capacity for civil conduct can carry a maximum of five children. Other children passengers with more than five children will be treated as unaccompanied children.

2.1.8 Infant, those under two years on the tour beginning day.

(1) If the infant is over 2 years old during the journey, Beibu Gulf Airlines does not need to charge the difference between infant and child fares. If the itinerary contains a foreign flight segment, the foreign flight segment shall be governed by the regulations of the foreign airlines.

(2) Each adult passenger over the age of 18 with full capacity for civil conduct can have one infant charged at the infant discount fare. The default seat is not occupied.

(3) Infants (infants who do not occupy seats) are exempted from fuel charges and the Civil Aviation Development Fund.

2.1.9 Beibu Gulf Airlines' determination of children/infants is based on their age at the time of the first departure of Beibu Gulf Airlines' international MSC.

2.1.10 Group Ticket

(1) The number of team members depends on the specific routes and policies. If there is a demand, please contact the corresponding sales manager.

(2) Group ticket shall adopt the principle of one group one discussion.

(3) The team shall not OPEN for any segment.

(4) Child or infant discount depends on group policy. If the discount for child and infant shows as 100%, that means charge as adult.

## **2.2 Ticket Refund**

2.2.1 If a passenger voluntarily refunds a ticket, Beibu Gulf Airlines or Beibu Gulf Airlines sales agents shall handle it in accordance with the applicable General Conditions of Carriage, fare tariff of the ticket. The refund amount will be returned to the original way. Beibu Gulf Airlines sets different voluntary refund fee standards according to different routes and classes, passengers can log in official website - Refund notice for checking.

2.2.2 The refund fee according to the most strictest rule of the ticket. Charge the highest refund fee for once.

(1) If the portions of tickets are all unused, then deduct all applicable refund fees, taxes and service charges from the paid fare, and refund the balance.;

(2) If some of portions of the ticket have been used, deduct the ticket fare, and tax of the used itinerary part from the paid fare as well as corresponding refund fee, taxes and service charge, and then refund the balance.

① If only the ADDON segment is used

A. If the ADDON segment is carried by Beibu Gulf Airlines, the amount of the ADDON section shall be deducted according to the published one-way fare of Y class on the day

of travel, and conduct the refund fee corresponding to the international or regional section, balance shall be returned.

- B. If the ADDON segment is carried by other carrier, it shall be deducted according to the published one-way fares of the corresponding airline, the corresponding route and the corresponding class on the day of travel, and then the refund fee corresponding to the corresponding class in the international and regional segment of Beibu Gulf Airlines shall be deducted, and the balance shall be returned.

② If ADDON/SPA and the international section of Beibu Gulf Airlines are used Ticket is non-refundable (fuel surcharge YR, YQ are non-refundable also), only unused tax collection will be refunded. And the balance shall be returned.

(3) If the one-way fare is not published for the original class, the deduction will be based on the published one-way fare for a higher class, the fare and the validity period of the fare must be higher than the original class.

2.2.3 If a passenger involuntarily refunds a ticket, Beibu Gulf Airlines or Beibu Gulf Airlines sales agents shall not charge a refund fee, the amount of the refund shall be:

- (1) If no portion of the ticket has been used, an amount equal to the fare paid;
- (2) If a portion of the ticket has been used, an amount equal to the balance without any refund fee or service charge, after deducting the applicable fare and tax for the used segment.

(3) The refund amount will be returned to the original way.

2.2.4 Unless otherwise specified, involuntary refunds for passengers of flight connections shall be handled in accordance with 2.2.3.

2.2.5 In the case that passengers separately purchase multi-segment tickets of non-flight connections, each segment ticket belong to different contracts of carriage, if there is flight irregularity for one or several segments of the Beibu Gulf Airlines flights, the Beibu Gulf Airlines ticket of irregular flight shall be handled according to the provisions of involuntarily refund of these conditions; other normal flight ticket refund procedures are handled by the contracting carrier according to the general conditions of actual carriage and the fare rules and tariff of the ticket. The cost incurred, Beibu Gulf Airlines does not need to undertake. Special circumstances and operation rules shall be subject to the *Ticketing Operation Rules of Abnormal Flights of Guangxi Beibu Gulf Airlines*.

2.2.6 Place of refund. Unless otherwise specified, passengers can apply for ticket refunds at the original place of purchase or at the Beibu Gulf Airlines' ticketing office.

2.2.7 Deadline of refund. Unless other specified, ① passengers who request refund shall apply to Beibu Gulf Airlines for refund within 30 days from the beginning date of ticket validity to the expiration date of ticket validity. Otherwise Beibu Gulf Airlines is entitled to decline to go through; ② If a portion of the ticket has been used, refund should be requested within 13 months from the date of travel. ③ An OPEN ticket must be applied for refund within 13 months of the purchase date, or Airlines has the right to refuse. Except special circumstances, Beibu Gulf Airlines or its sales agents shall complete the refund procedures within 7 working days from the date of receipt of the passenger's valid refund application, excluding the processing time of financial institutions. The starting point of time is when Beibu Gulf Airlines or Beibu Gulf Airlines sales agents receives a valid application from the passenger, and the time when the application does not meet the

requirements will not be counted.

#### 2.2.8 Right to refuse refund.

Beibu Gulf Airlines refuses to refund with any of the followings.

- (1) No refund application has been made before ticket expired date.
- (2) No valid identification or ticket document can be presented at time of refund.
- (3) There is no refundable balance.
- (4) Flight segments not used in accordance with the sequence and flight segments voluntarily abandoned by passengers.
- (5) The ticket cannot be refunded according to applicable rules and relevant regulations of GX.
- (6) The tickets provided to Beibu Gulf Airlines or the government as a departure certificate. (However, if the passenger has obtained a residence permit or is going to leave China by another carrier's flight or by other means of transportation, the ticket may be refunded after the passenger provides reasonable proof considered by Beibu Gulf Airlines.)

#### 2.2.9 Beibu Gulf Airlines refuses to refund with any tax of the followings.

- (1) No refund application has been made before ticket expired date.
- (2) No valid identification or ticket document can be presented at time of refund.
- (3) When the ticket regulations is non-refundable, the passenger ticket and fuel costs YR, YQ items are not refundable also, after deducting the tax used, the remaining tax is refunded to passenger.
- (4) When the refund amount is negative, the unused segment, fuel fee YR, YQ items are not refundable, and the tax of the unused segment is refunded to the passenger.

2.2.10 Children's refund policy shall be implemented in accordance with the corresponding provisions of adult's; Waived for infants who do not occupy seats.

**\*1. If an international ticket has multiple segments and passenger applies for refund after some segments have been used, the airline needs to recalculate the fare, fuel surcharge and government tax for the portion used. Due to the professional and complex nature of international tariff, fare, fuel surcharges and government taxes are different for the same class and the same flight segment in different itineraries. The used portions of the ticket price, fuel surcharge and government tax collected are subject to the final calculation result on the day of refund.**

**2. In the case of a round-trip ticket, if the trip has been used, the total amount of the used portion of the fare and taxes may be more than half of the total amount of the round-trip fare and taxes paid at the time of purchase.**

#### 2.2.10 Refund due to illness

- (1) If a passenger falls ill after the ticket issue (the date of issue and printing of the illness materials shall be after the booking time), he/she shall propose and refund his/her seat before the scheduled departure time and handle the involuntary refund procedures at the original place ticket office authorized by Beibu Gulf Airlines.
- (2) The main contents (name, time and symptoms) of the voucher submitted must be consistent, and shall not be altered; otherwise, the voucher will be regarded as faked and illness refund will not be handled.
- (3) The voucher should be, in mainland China, a certificate of diagnosis and a medical bill ( $\geq 200$  RMB , or other currency equivalent to RMB) which printed by computer. In

overseas or Hong Kong, Macao and Taiwan, The certificate of diagnosis must be filled out by a doctor qualified to practice medicine approved by the government department. In Africa, Chinese-funded medical institutions can also issue a diagnosis certificate with the same requirements as above. The issuance and printing date of the voucher must be both after the ticket purchasing date and before the cut-off time of the flight.

(4) The attendant of the illness passenger shall request refund at the same time as the illness passenger, which shall be handled according to the provisions of involuntary refund. The limit for accompanying persons is 2.

(5) If the passenger is unable to refund the ticket in person due to serious illness, the agent entrusted by the passenger must take the original or copy of the passenger's passport and the original ID card of the agent to refund the ticket.

(6) If the passenger dies, he/she shall be treated as refund due to illness after providing the death certificate.

(7) Passengers who need to refund their tickets due to the death of their relatives should apply before the flight takes off, and provide proof of kinship and death certificate of their relatives (the date of death certificate must be after the date of the passenger's ticket issue), and they will be treated as refund due to illness.

For more detailed refund information, please visit Guangxi beibu Gulf Airlines official website for more information.

#### 2.2.10 Group refund

(1) Ticket units must apply for refund before the departure of the first flight segment.

(2) Please refer to Point 7 above for refusal of refund.

(3) Regulations: the ticket for the combined flight of foreign airlines is not refundable. The tax is refunded only before the flight takes off, but not after the flight takes off.

(4) Group Passenger refund due to illness:

A. The passenger requires to present relevant certificates and vouchers in addition to valid certificates stipulated in 10 (1) refund procedure. It will be treated as involuntary refund.

B. If the passenger is refunded due to death, the agent shall present his/her identity certificate and the passenger's death certificate. It will be treated as involuntary refund.

C. In case of illness or death of a team member, the peer is allowed to refund the ticket. A maximum of two accompanying persons are allowed to be treated as involuntary refund for one person's illness or death.

D. If the group passenger cancels the ticket due to illness during the trip, other members of the group will not be affected to enjoy the group ticket.

#### 2.2.11 Refund due to repeat purchase

(1) If the same passenger (with the same name and ID number) purchase two or more tickets with the same flight segment, flight date, flight number and other flight information, it shall be regarded as a repeat purchase;

(2) If the time of repeat-booking is within 24 hours before the scheduled departure of the flight, the ticket can be refunded on a voluntary basis;

(3) The last purchased ticket can be refunded free of charge within 24 hours (inclusive) before the flight takes off. For the other tickets, the refund will be subject to voluntary refund rules;

(4) Free of charge refund shall meet the following three conditions:

- A. Repeat purchases are made 24 hours before or beyond the departure date of the flight;
- B. The time interval for issuing tickets for repeated purchases must be within 24 hours;
- C. Apply for repurchase and refund within 24 hours (inclusive) of the date of issue of the ticket and cancel the seat within 24 hours (inclusive) before the flight takes off.

(5) Place of application and refund: the original provenance.

### **2.3 Ticket Changed**

2.3.1 If a passenger voluntarily changes his or her ticket, Beibu Gulf Airlines or Beibu Gulf Airlines sales agents shall handle it in accordance with the applicable General Conditions of Carriage and the fare rules and tariff of the ticket. Beibu Gulf Airlines sets different voluntary change fee standards according to different routes and classes, passengers can log in official website for checking.

(1) Voluntary change of itinerary, flight date and cabin class

If a passenger requests to change the routing, flight date or cabin class after purchasing a ticket, Beibu Gulf Airlines and authorized sales agent will handle it according to the fare rules and tariff of the ticket if there are available seats on the flight and time allows. For new tickets that have been voluntarily rescheduled, the rescheduling fee collected is not refundable in any case.

(2) Voluntary ticket endorsement

Passengers voluntarily requesting a change of carrier shall obtain the consent of the original carrier or its authorized agent enterprise, and the carrier may be endorsed with the permission of the new carrier and under all of the following conditions:

- A. Passengers use fares without endorsement restrictions.
- B. The carrier after change at the request of the passengers has signed an interline agreement with Hainan Airlines, and ticket stock & mutual ticketing is available.
- C. If passengers who do not meet the provisions of A and B of these conditions request to change carrier, it may be handled according to the provisions of the Voluntary Refund of Tickets.
- D. Beibu Gulf Airlines sales agents are not allowed to handle the ticket endorsement procedures for passengers without special authorization.

2.3.2 Involuntary ticket endorsement

(1) In case of passengers' involuntary ticket changes due to Beibu Gulf Airlines

Beibu Gulf Airlines or its sales agent shall, when there are available seats or with the consent of the carrier, to which the ticket is endorsed, reschedule or endorse the ticket for the passenger without charging a ticket change fee.

(2) In case of passengers' involuntary ticket change due to non-Beibu Gulf Airlines reasons

Beibu Gulf Airlines or its sales agents shall change the ticket according to the applicable general conditions.

(3) Involuntary endorsement

A certain product involuntary endorsement are restricted to the Airlines within HNA Group, and specific product conditions can be consulted via official website notices or by calling 95370 customer service lines.

2.3.3 Beibu Gulf Airlines or authorized sales agent will handle the change in accordance

with the applicable General Conditions the fare rules and tariff of the ticket. After the passenger confirms the new flight and completes the procedure of involuntary ticket changes, if the passenger proposes to change or refund the ticket again due to the passenger's reason, Beibu Gulf Airlines or its sales agent will handle the ticket in accordance with the fare rules of the ticket of the new flight.

2.3.4 For interlines, Passengers' voluntarily ticket change shall refer to the current regulations of Beibu Gulf Airlines or corresponding carriers. Passengers' involuntary ticket change shall handle it according to the article 2.3.1-2.3.3.

2.3.5 In the case that passengers separately purchase multi-segment tickets of non-interline, each segment ticket belong to different contracts of carriage, if one or several segments of the Beibu Gulf Airlines flights are irregular, the Beibu Gulf Airlines ticket of irregular flights shall be handled in accordance with the provisions of Article 2.3.2-2.3.3 of these conditions; other regular flight ticket changes are handled by the contracting carrier in accordance with the fare rules and tariff of the ticket, and the costs shall be borne by the passengers.

3.3.6 Unless otherwise specified, the validity period of the changed ticket is the same as that of the original ticket.

2.3.7 Ticket changes due to illness

(1) If a passenger makes a ticket change due to illness (the illness certificates' issue date and printing date shall be later than booking time), he/she shall apply and cancel his/her seat before the scheduled departure time, and handle the involuntary change at the original place ticket office authorized by Beibu Gulf Airlines.

(2) The main content (name, time and symptoms) of the submitted voucher must match, and shall not be altered; otherwise, it will be regarded as faked voucher, and will not allow to handle as ticket changes due to illness.

(3) The voucher should be, in mainland China, a certificate of diagnosis and a medical bill ( $\geq 200$  RMB, or other currency equivalent to RMB) which printed by computer. In overseas or Hong Kong, Macao and Taiwan, the certificate of diagnosis must be filled out by a doctor qualified to practice medicine approved by the government department. In Africa, Chinese-funded medical institutions can also issue a diagnosis certificate with the same requirements as above. The issuance and printing date of the voucher must be both after the ticket purchasing date and before the cut-off time of the flight.

(4) The accompanying personnel of the illness passenger shall propose the change at the same time as the passenger, and the change time shall be consistent with the illness passenger to avoid the change fee; If they cannot be consistent, they will be treated as voluntary changes. There is a limit of 2 chaperones.

(5) If the passenger needs to change due to the death of a relative, he/she shall apply for the change before the flight takes off, and issue the proof of kinship and the death certificate of the relative (the date of the death certificate must be after the date of the passenger's ticket issue), and the change shall be treated as involuntary change.

2.3.8 Incorrect entry of passenger name changes regulations

(1) Premise: The ticket status is open for use, and the passenger's valid ID number is the same as the original ticket ID number.

(2) If the passenger's name is wrong due to spelling or other reasons, it can be modified

free of charge according below:

① Passengers who wish to change their itinerary and name should purchase a new ticket. The original ticket will be treated as a voluntary refund.

② In principle, the number of characters allowed to change the Chinese pinyin and English name do not exceed 3 (including) English letters. But the number of characters allowed to change is not limited to 3 (including) English letters on the premise that the passenger can be determined to be the same person. Including but not limited to the following situations:

A. When Chinese pinyin or English name and surname are reversed.

B. The MIDDLE NAME in English name is missing.

C. Taiwan Pinyin, Hong Kong Pinyin and Chinese pinyin phonetic spelling is different.

D. When name repeats.

E. The name is the whole (no first and last name), but the name is distinguished when booking, and it needs to be restored.

F. The special rules shall be subject to the product documents.

③ There is no service charge for the above name error modification, but it is only free to change once. The ticket that has been changed for name incorrect entry will be handle as voluntary refund if passenger requests for a name re-modification process.

④ Processing place: ticket office directly under Beibu Gulf Airlines,95370 call center.

#### 2.3.9 Incorrect entry of passenger identity document change regulations

Free of charge for once if one the following conditions are met.

(1) Identity document number: changes allow. A maximum of 2 characters (including English letters) can be changed. But if the old and new passports are replaced, or the identity document is changed or lost (using a temporary certificate), in the case that it can be determined that the passenger is the same person, the number of characters allowed to change is not limited to 2 (including English letters).

(2) Passport validity/gender: change allowed, the content is not restricted.

(3) Date of birth: change not allowed in principle. In special cases (such as the ID number and passenger name information are correct), that the passenger and the original ticker are the same person and there is no replacement occurs, change is allowed.

(4) Only one of the ID and name can be changed. If the ID number and name are wrong at the same time, the ticket will be treated as a voluntary refund.

(5) Special circumstances: If there is a need to replace the old/new passports, and there are 3 (including) letters in the name are wrong, this can change the name according 2.3.8, and then apply for passport number replacement.

(6) Processing place: ticket office directly under Beibu Gulf Airlines,95370 call center.