**QAZAQ AIR Joint Stock Company**



**Annex to the Decision of the Board of QAZAQ AIR JSC**

**dated December 7, 2023**

**Minutes No. 48-2023**

**APPROVED**

**By the Board of QAZAQ AIR JSC dated December 7, 2023**

**Minutes No. 48-2023**

**GENERAL RULES OF**

**AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE OF QAZAQ AIR JSC**

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INTRODUCTION

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

The Rules are developed in accordance with the current legislation of the Republic of Kazakhstan and are used to provide passengers with information on the rules and requirements of the Company to passengers during air transportation of passengers and baggage.

TERMS, DEFINITIONS AND ABBREVIATIONS

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

**Airline** - a legal entity holding a civil air operator's certificate in the context of these Rules - QAZAQ AIR JSC;

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

**ARS/GDS**- automated reservation system / global distribution system, which provides display of information on flight schedules, seat availability and air carriers' fares, and through which air transport services are booked;

**Airport** - a complex of facilities designed for receiving and dispatching aircraft, servicing air traffic and having for these purposes an aerodrome, air terminal, other necessary facilities and equipment;

**Airport of departure (point)** - an airport (point) from which, according to the air carriage contract, the carriage of a passenger, baggage or cargo begins;

**Airport of destination (point)** means the airport (point) to which the carrier must deliver passengers, cargo and mail under the contract of carriage by air;

**Transfer airport (point)** - an airport (point) specified in the ticket or cargo consignment note, where, in accordance with the air carriage contract, the passenger makes a transfer or cargo and baggage is reloaded from one flight to another for onward travel along the route of carriage;

**Air Transportation Reservation and Ticket Sales Agent** - a ticket sales agent or travel agency authorised to perform air transportation sales on the basis of the Agency Agreement with the Company on its transportation documents, or accredited by the Company to perform air transportation sales on neutral transportation documents;

**Air Cargo Sales Agent** - an agency authorised to perform air cargo sales on the basis of an Agreement with the Company;

**Agency agreement** - a contract between an airline and an agent, which defines the nature and scope of the assignment, the amount of commission, the term of validity and terms of termination of the contract, etc;

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

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

**Checked-in baggage (hereinafter - baggage)** - passenger's baggage accepted by the airline for carriage under its responsibility for its safety and for which it has issued a baggage receipt and baggage number tag;

**Unchecked baggage (carry-on luggage)** means passenger baggage, other than checked baggage, carried on an aircraft with the carrier's consent, certified by a "Сarry-on luggage" tag, placed in passenger compartments and not containing substances and items prohibited for carriage in the cabin of an aircraft. Delivered on board the aircraft by the passengers themselves;

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

**Unclaimed baggage** - baggage that arrived at the airport (point) of destination indicated on the baggage tag and was not received or claimed by the passenger;

**Ammunition** means items of armament designed to hit a target and containing bursting, throwing, pyrotechnic or knockout charges or a combination thereof;

**Booking** means a preliminary allocation of seats on an aircraft for the carriage of passengers, as well as cargo volume for the carriage of baggage and cargo, confirmed by an electronic record in the airline's ARS/GDS containing flight and other information about the passenger, baggage or cargo, with a unique numeric-letter code assigned. Booking can be assigned two statuses - "Not Sold" and "Sold";

**An open-date ticket** is a ticket that indicates the point of departure, destination, airline, class of service, but does not indicate the flight number and the date and time of departure of the aircraft;

**Domestic air transportation** means air transportation where the point of departure, destination and all points of landing are located within the territory of the Republic of Kazakhstan;

**Aircraft (AC)** is an aircraft supported in the atmosphere by an interaction with air other than the interaction with air reflected from the surface of the ground or water;

**Air transportation** - activities of individuals and legal entities for the carriage of passengers, baggage, cargo and mail by aircraft;

**Air carriage** - air carriage of passenger and/or baggage performed by

QAZAQ AIR JSC in accordance with the terms and conditions of the contract of carriage by air;

**Refund** - payment to a passenger (consignor) or a person representing him/her, of part or all of the cost of carriage or service, which was previously paid by him/her, but not used;

**Validating carrier** - issuing carrier whose billing code is displayed on the ticket/document during electronic ticketing. The validating carrier must monitor and authorise the e-ticketing transaction;

**Air Waybill** - a document certifying the conclusion of a contract of carriage by air, its terms and conditions and acceptance of cargo for carriage by air;

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

**Perishable cargo** - products of vegetable or animal origin, products of their processing, live plants, fish planting material and other cargoes that require special conditions during storage and transportation;

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

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

**The transport start date** is the date of the first flight segment;

Air carriage agreement (contract) - a contract of carriage concluded between the Company and a passenger on the terms and conditions set forth in these Rules, as well as tariff application rules;

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

**Additional services** - services provided by the Company and third parties - partners of the Company to a passenger together with air carriage and on conditions established by the Company for each specific type of services;

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

**Misplaced baggage** - baggage unintentionally or negligently separated from passengers and crew;

**Internet site** - [www.flyqazaq.com](http://www.flyqazaq.com) internet resource developed to facilitate the process of familiarisation of the Customer (passenger) with the rules of the Airline, as well as direct booking and issuance of electronic tickets and purchase of related services provided by the Airline and its partners online;

**Inventory reservation system** - an automated reservation system that provides the ability to place, store, manage and maintain the Company's seat resources and access to them by agents in accordance with the established procedure;

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

**Individual service** - creation of a benevolent environment, psychological comfort for passengers from the moment they board the aircraft until the moment they arrive at their destination;

**Flight status change** - change of route from the planned destination, flight delay, flight schedule change, flight cancellation or other change affecting the flight departure (arrival) time or route;

**Aircraft passenger comfort** means a set of living conditions, amenities and climate designed to create certain physical and hygienic conditions for passengers and convenience of their service by flight attendants, conditioned by the passenger cabin layout, interior and equipment with necessary equipment and life support systems (electrical, oxygen, emergency and rescue systems, water supply, sewerage, pressure regulation, gas composition and air conditioning);

**Paid baggage receipt** - a document certifying payment for the carriage of baggage in excess of the established free baggage allowance or items whose carriage is subject to mandatory payment, as well as certifying payment of charges for the declared value of baggage;

**Class of service** - the scope of services and level of comfort provided to passengers in accordance with the contract of carriage by air;

**Booking class** - an attribute used in the ARS/GDS to indicate the relationship between the provided quota of seats and the fare group of the respective class of service;

**Itinerary receipt** - document(s) which is (are) a constituent part of an electronic ticket and contains necessary information (passenger's name, route, fare), notifications and messages;

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

**International air transport** means air transport in which the points of departure and destination, whether or not there is a break in transport or transhipment, are located on:

-territories of two or more countries;

- the territory of one country, if a stop over in the territory of another country is foreseen;

**Marketing carrier** - a carrier whose two-digit code is stamped on the coupon as the code of the carrier performing the transport;

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

**Ground handling service** means a service required when an aircraft arrives at an airport (airfield) or departs from an airport (airfield), not including air traffic service;

**Unaccompanied child** - a child travelling on board of an aircraft unaccompanied by an adult; **Unscheduled flight (flight)** - a flight (flight) that is not scheduled and is performed for a certain customer for the purpose of air transportation or not;

**Missing baggage** - damage to baggage whereby due to the loss of some items or things from the baggage, the passenger suffers losses;

**Unconfirmed booking** - a provisional booking, not all flight segments of which have a confirmed booking status by the airline's ARS/GDS;

**Online check-in** - check-in for a flight via [www.flyqazaq.com](http://www.flyqazaq.com) official website;

**Miscellaneous Charges Order** (MCO - Miscellaneous Charges Order) - a payment document issued to a Passenger by the Company or its agent for payment of a ticket, paid baggage receipt or other services related to fulfilment or change of conditions of carriage;

**Stop over** - an intermediate point on the route, agreed in advance with the airline and included in the fare, where the passenger temporarily interrupts the carriage;

**End of check-in** - a moment of time set by the Company before which a passenger must complete all formalities related to check-in and receive a boarding pass;

**Passenger service** means the operator's activities to perform procedures related to the registration and performance of air transportation of passengers and to provide them with a mandatory range of services aimed at satisfying their needs;

**Passenger** means an individual person who is not a member of the crew and is carried on an aircraft in accordance with a contract of carriage by air or on other legal grounds;

**Consignor** means a individual or legal person sending cargo;

**Passenger ticket (hereinafter referred to as a ticket)** is a document for passenger carriage issued by the airline or its authorised agents confirming the passenger's familiarisation with the terms and conditions of the contract of carriage by air and the conclusion of the air carriage contract between the passenger and the airline;

**Deportee** - a passenger who has been lawfully admitted to a country by its authorities and over time has been instructed by the authorities to leave the country or has entered the country illegally;

**Transit passenger** - a passenger who, in accordance with air carriage contract, is further transported by the same flight by which he/she arrived at an intermediate airport (point);

**Transfer passenger** - a passenger who, in accordance with the contract of carriage by air, is delivered to the point of transfer by one flight and further transported by another flight of the same or another carrier;

**Passenger cabin** - a part of the passenger cabin of an aircraft equipped with passenger seats and designed to accommodate passengers;

**Confirmed booking** - a booking that has been made in the automated booking system and confirmed by the carrier in the inventory system. It is indicated in the ticket (electronic ticket) by the mark "OK";

**Ground Handling Service Provider** means an individual or legal entity providing ground handling services on the territory of an airport (airfield), with the exception of an airport (airfield) operator and an airline independently servicing its aircraft, passengers, baggage, cargo and mail;

**Representative office** - a subdivision of the Company, as well as separate legal entities and individuals acting on the basis of civil law contracts and powers of attorney; Transportation **Documents** - a ticket, baggage receipt, cargo consignment note, postal consignment note, other documents used in the course of passenger, baggage and cargo air transportation services;

**Damage (spoilage) of baggage, cargo** - making baggage, cargo or part of baggage, cargo unusable during carriage as a result of which they cannot be fully or partially used for their original purpose (have lost all or part of their value);

**Flight Coupon** - a part of the ticket entitling the passenger to be transported between the points specified therein;

**Boarding pass** is a document confirming the fact that a passenger has been accepted for carriage. The boarding pass must display the following information: passenger's name and last name, flight number, departure and destination points, flight departure date and time, boarding end time, registration number, aircraft cabin seat number, boarding gate number;

**Payment document** - a document (cashier's cheque, payment receipt or bank statement) drawn up in accordance with the current legislation and confirming payment for the booked flight. The payment document is a proper document confirming the conclusion of air carriage contract and is obligatory for issuance when paying for air carriage contract in cash in case of issuance of the itinerary/receipt;

**Claim** means a claim made in writing by\an interested individual in accordance with the established procedure for compensation for damage incurred during air carriage;

**Consignee** means an individual or legal person specified in the consignment note as the consignee of the cargo;

**Flight** - a transport flight of an aircraft (scheduled or unscheduled), performed in one direction from the initial to the final point of the route;

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

**Check-in** is the process of checking in a passenger, baggage for carriage on a particular flight;

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

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

**Route segment** - a part of the carriage between two points, which is a constituent part of a complete route and is issued on one flight coupon;

**Private sales office** - specially equipped premises of the Company designed for booking and selling air carriage services of the Company;

**Fee** - an amount, approved in accordance with the established procedure, charged in excess of the tariff by the Company, its agent or other competent authorities for special or additional services related to passenger, baggage or cargo transportation;

**Charge for passenger cancellation of flight** - a charge levied from a passenger in case of termination of the air carriage contract by a passenger due to voluntary cancellation of all or part of the transportation by a passenger in accordance with the rules of the applied tariff;

**Charge for change of conditions** of transportation - a charge levied from a passenger in case of change of conditions of the air carriage contract by a passenger in accordance with the rules of the applied tariff;

**Charge for change of conditions** of transportation by air by a passenger in accordance with the rules of the applied tariff.

**Airport tax** – fixed sums of money charged by the competent government authorities for the use of airports and included in the payment for air transport;

**Service fee** - a fee for rendering services to a passenger, cargo consigner on transportation arrangement, charged by the Company or a transportation sales agent from a passenger, cargo consigner;

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

**Customs control in the course of international air transportations** is a set of measures taken by customs authorities to ensure compliance with national, including customs, legislation and international agreements of the state, control over the fulfilment of which is entrusted to customs authorities, including, in particular, control over the movement across the state border of aircrafts and cargo transported on them, as well as baggage and carry-on luggage of persons travelling on these vessels, currency and currency valuables;

**Tariff** - a sum approved in accordance with the established procedure, charged by the carrier for the carriage of one passenger or for the carriage of a unit of mass or volume of baggage or cargo from the point of departure to the point of destination on a certain route;

**Tariff of a certain class of service** is a fare of the corresponding class of service: first, business, economic, the conditions of application of which are approved by the airline;

**A normal tariff** is a tariff established for the first, business or economic class of service, which does not impose restrictions and has a validity period of one year;

**A special tariff** is an economic class tariff with special conditions and restrictions determined by the airline;

**Fare component** **(FC)** is a part of the route of carriage between the points of the route, for estimating the cost of which the OW fare (one way) or half of the RT fare (round trip) may be applied; **Transfer** - a carriage performed in accordance with the contract of carriage by air to the airport of transfer by one flight, and further carriage is performed by another flight of the same or another airline;

**Pricing Unit** is the whole or part of a route (a block of fare components) that corresponds to a particular type of carriage, has an independent value and can be issued as a separate ticket (on one or more "linked" ticket forms);

**Airline Customer Support Centre (CSC)** is the Airline contact centre performing customer service tasks;

**Authorised agent** is a person representing an aircraft operator who is authorised directly by him or on his behalf to act in the performance of formalities related to the arrival, departure and clearance of that operator's aircraft, crew, passengers, cargo, mail, baggage and ammunition;

**Conditions (rules) of the airline** - conditions, instructions and technologies established by the airline, which are applicable to air carriage of passengers, baggage, cargo and mail, as well as conditions for the application of tariffs, standards, passenger and baggage service installations, and passenger appeals to the airline;

**Baggage loss** - non-arrival of the baggage or its part at the airport and acknowledgement of the fact of loss by the Airline. Baggage that is not found when searched for within 21 days from the day following the day on which it should have been delivered to its destination should be considered lost. If the baggage is not found within 21 days, the baggage is considered lost;

**Operating carrier** means the carrier or a person authorised by the carrier who performs all or part of the carriage under a jointly operated flight (codeshare) or other contractual relationship between the operating carrier and the carrier;

**Electronic ticket** - an electronic document confirming the passenger's familiarisation with the terms and conditions of air carriage contract and the conclusion ofAir carriage contract between the passenger and the airline;

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

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

**SSR element/request**- special service request element;

**Infant** - a passenger under two years of age on the date of commencement of carriage;

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

**ADM Policy** - a list of violations of the Airline's rules and corresponding sanctions;

**IATA ICER** **Rate** - a direct conversion rate from the fare currency to the payment currency, which is uniform for distribution to all reservation systems;

**End on end combination** - combination of price units in the tariff construction point, which can be issued separately;

CHAPTER 1. SCOPE OF APPLICATION

* 1. The rules apply to domestic (within the Republic of Kazakhstan) and international air transport of passengers and baggage, where QAZAQ AIR JSC is the actual carrier. These Rules establish the rights, duties and responsibilities of QAZAQ AIR JSC, as well as citizens using the services of QAZAQ AIR JSC and are binding on them.
  2. When performing international carriage of passengers and baggage, these Rules shall be applied to the extent not contradicting international treaties ratified by

the Republic of Kazakhstan, as well as the legislation of the country in, from or through the territory of which such carriage is performed.

* 1. These Rules are an integral part of the contract of carriage by air. If any provision contained or referenced in these Rules contradicts the tariffs of the Company, the provisions set forth in this tariff shall prevail.
  2. These Rules shall be available in all subdivisions of the Company, representative offices and sales offices of the Company in agencies for sale of transportation, as well as posted on the website of the Company.
  3. The requirements of these rules apply to the Company's representatives, passenger and cargo air transportation sales agents, passengers, citizens using the Company's services. Representatives of the Company, as well as agents providing services on its behalf and servicing air transportation of passengers, baggage and cargo shall strictly adhere to these Rules and shall not have the right to change or cancel provisions of the Rules established by the Company.
  4. When concluding an air carriage contract of a passenger, the version of the Rules in force on the date of issue of the document of carriage shall apply.
  5. Conclusion of a transportation agreement between the Company and a passenger, cargo consigner implies that a passenger, cargo consigner agrees with the conditions specified in these Rules and undertakes to fulfil them in the course of contractual obligations.

CHAPTER 2. PASSENGER AIR SERVICE

**ARTICLE 2.1. BASIC TERMS AND CONDITIONS OF THE AIR CARRIAGE CONTRACT**

* + 1. Air transportation of passengers, baggage, cargo and mail is performed by the Company on the basis of an Air Carriage contract concluded between a passenger and the Company in compliance with these Rules and tariff application rules.
    2. Under a passenger air transportation agreement, the Company shall be obliged to transport an aircraft passenger to a point of destination with provision of a seat on an aircraft performing a flight specified in a ticket, and in case of baggage transportation by air by a passenger, the baggage shall be delivered to a point of destination and handed over to a passenger or a person authorised to receive the baggage.
    3. Each air carriage contract and its terms and conditions shall be certified by a transportation document issued by an Airline or Passenger Air Carriage Sales Agent. In case of contradiction between the information specified in the ticket and the information contained in the Airline's database, the information contained in the Airline's database shall prevail.
    4. Air carriage contract is a public agreement, by the way of its conclusion it refers to a contract of adhesion and requires a passenger to adhere to an air carriage contract on the terms and conditions offered by the Company.
    5. Passenger is obliged to pay a fee for air carriage according to the established tariff, and in case of baggage delivery above the free baggage allowance established by the Company, to pay for the carriage of this baggage.
    6. The document confirming payment for air carriage is a payment document evidencing payment for air carriage. The contract of carriage by air shall be deemed to have been concluded from the moment of proper and timely payment for the carriage by air. The passenger's consent to the terms and conditions of the contract of carriage by air and the Rules is full and unconditional.
    7. Passenger shall have the right to conclude with the Company an air transportation agreement with a provision on refund of the carriage fee upon termination of the air carriage contract, or an air carriage contract with a provision on non-refund of the carriage fee upon termination of the air carriage contract.
    8. An airline or an Air Carriage Ticket Reservation and Sales Agent shall inform a passenger about the terms and conditions of an air carriage contract, including the condition of refund of the carriage fee in case of cancellation of an air carriage contract or non-refund of the carriage fee in case of cancellation of an air carriage contract, as well as the conditions of refund of the carriage fee paid for air carriage prior to conclusion of an air carriage contract.
    9. When paying for and/or arranging carriage on the Internet site(s), the passenger must familiarise himself/herself with the main terms and conditions of the air carriage contract and the applicable fare rules, including the condition of refund of the carriage fee upon termination of the air carriage contract or non-refund of the carriage fee upon termination of the air carriage contract prior to the conclusion of the air carriage contract.

ARTICLE 2.2. TRANSPORTATION DOCUMENTATION

Each air carriage contract and its terms and conditions shall be certified by transportation documents issued by the Airline or Passenger Air Carriage Sales Agent.

* + 1. The shipping documents are:

(a) For the carriage of a passenger (and baggage) - a ticket and a baggage receipt;

b) in case of carriage of baggage subject to payment - a receipt for payment of excess baggage, electronic multipurpose document (EMD), Miscellaneous Charges Order (MCO);

c) in case of cargo carriage - Cargo consignment note;

d) when a passenger pays fees and charges for services rendered related to fulfilment of the air carriage contract - Miscellaneous Charges Order (MCO), Electronic Multipurpose Document (EMD).

* + 1. Formalisation of transport documents is carried out by entering the necessary data into the electronic or paper form of the transport document.
    2. These transportation documents are strictly accountable transportation documents and are used as accounting and financial control documents for cash and

non-cash settlements with passengers and mutual settlements between participants in the transportation process.

* + 1. The document confirming payment for air carriage is a payment document evidencing payment for air carriage.
    2. Air carriage contract of a passenger is issued with a single ticket or additional ticket(s) issued together with it, indicating the number of the ticket to which it is issued.
    3. A separate ticket is issued for each passenger, which confirms:

1. familiarisation of the passenger with the terms and conditions of air carriage contract
2. conclusion of an air carriage contract between a passenger and the Company.
   * 1. The ticket is valid for the carriage of the passenger and his/her baggage from the point of departure to the point of destination on the route and class of service specified in the ticket. Each flight coupon is valid for the carriage of the passenger and his/her baggage only for the route sections, class of service, date and flight for which the seat is booked. The place and date of sale of the ticket are indicated on all its coupons.
     2. The electronic flight coupon of an e-ticket may reflect the following statuses:

"Open for Use" ("O") - flight coupon status code, which can be changed to any other. Checked-In" ("C") - the passenger has checked in baggage for carriage and/or received a boarding pass. "Exchanged/Reissued" ("E") - the value of the e-ticket coupon was credited when paying for the new transaction. "Flown Used" ("F") - the carriage of the e-ticket flight coupon has been performed. "Lifted Boarded" ("L") - the passenger boarded the aircraft. "Refunded" ("R") - the unspent value of e-ticket flight coupons has been refunded or transferred to the passenger. "Void" ("V") - complete cancellation of the electronic sales record. Applies only when all coupons have a status code of "O". Cancellation applies only to the original sales transaction "Closed" ("Z ")

* Responsible Carrier has prohibited the use of this coupon. "Suspend" ("S") - responsible Carrier has temporarily restricted the use of this flight coupon.
  + 1. Passenger is allowed for carriage in the presence of electronic passenger ticket, corresponding electronic flight coupon with reflected OPEN FOR USE status. The statuses: Closed, Exchanged, Flown, Refunded, Void are final. These statuses are not changed to other statuses, it is impossible to work with a ticket having one of such statuses.
    2. In case a passenger applies to the Passenger Air Carriage Sales Agent for refund/exchange for a partially used ticket having used flight coupons with the status CHECKED-IN/BOARDED, the Passenger Air Carriage Sales Agent should send a request to the Airline to change the status of the coupon to FLOWN. Once the status of the coupons is changed, the e-ticket is refunded/exchanged. Cancellation of the reservation without first removing the ticket from the registration (ticket with CHECKED-IN status) is prohibited.

ARTICLE 2.3. PAYMENT TERMS

* + 1. Payment for the cost of transportation shall be made within the terms stipulated by the Company's tariff rules effective at the moment of booking, within the time-limit set by the Company strictly by the methods specified by the Company.
    2. Itinerary receipt is provided to the passenger only after payment of the cost of carriage at the established fare directly at the point of sale of carriage.
    3. The itinerary receipt is printed by the printer on a standard A4 sheet. In case of online purchase of air travel, the itinerary receipt is sent to the passenger by e-mail for self-printing.
    4. If the payment for transportation is made in a way not provided for by the Company's rules, the air carriage contract shall be deemed not concluded.
    5. In case of late payment for the purpose of ticket issuance or other violation of payment terms, the air carriage contract shall be deemed not concluded, unless the Company confirms otherwise.
    6. Obligations of the Company for air transportation of a passenger arise after proper and timely payment for air transportation.

ARTICLE 2.4. SCHEDULE

* + 1. The Company organises, provides and performs passenger transportation by regular flights in accordance with the air carriage contracts concluded by the Company. The published aircraft schedule reflects the following information for each scheduled flight:

1. Airport of destination (point);
2. Airport of departure (point);
3. An airport located along the route of carriage at which the aircraft is scheduled to land according to the aircraft traffic schedule;
4. Airline code;
5. Flight number;
6. Days of the week of the flight;
7. Departure time (local);
8. Arrival time (local);
9. Flight period;
10. The type of aircraft.

*Aircraft schedules may contain additional information.*

* + 1. An airline shall organise, provide and perform passenger transportation by an irregular flight for a certain customer (charterer) of the flight in accordance with an air carriage contract (charter contract).
    2. An airline organises, provides and performs transportation by a systematic series of irregular flights (flights) with a published schedule on air routes on which no scheduled transportation is performed.
    3. The Company organises, provides and performs transportation of baggage, cargo and mail by regular or irregular flights (flights) in accordance with concluded air carriage contract (charter agreement).
    4. Passenger and baggage carriage is performed between airports (points) of departure, transfer (stop over) and destination (hereinafter referred to as the route of carriage) specified in the document of carriage in the established sequence.
    5. Voluntary change of the route of carriage specified in the transport documents is not made.
    6. The airline undertakes to take all measures in its power to transport the passenger and baggage within a reasonable time.
    7. The Company shall have the right to cancel, delay a flight specified in a ticket, change the type of aircraft, change the route of transportation if flight safety and/or aviation safety conditions require it, as well as at the request of state authorities in accordance with their competence.
    8. If the flight status is changed, the carrier, as soon as it becomes aware of such a change, informs the passenger at the mobile subscriber number and/or e-mail address indicated at the time of ticket purchase, as well as at the airport about:

1. the reasons for the change of flight status and the new departure time, and/or the new itinerary;
2. a list of services provided by the carrier in connection with a change in flight status if the change is due to the carrier's fault or due to late arrival of the aircraft;
   * 1. The airline has the right to change the type of aircraft without prior informing the passenger about it.
     2. By purchasing a ticket, a passenger agrees to receive SMS notifications (short text messages) about cancellation, delay, postponement of flights, information about the Company's services and offers. The Company shall not be responsible for failure to notify a passenger in case of flight cancellation or changes of any flight parameters (change of schedule, route) if during booking of air transportation a passenger or an Agent for booking and sale of air transportation tickets did not provide contact information (phone number, e-mail address), or the Company failed to contact a passenger or Passenger Air Carriage Sales Agent using the specified contact details, having contacted at least 2 (two) times at each of the specified telephone numbers (addresses), including in case a passenger provides incorrect contact details. In these cases, the Company shall not compensate the passenger for losses resulting from such non-notification.
     3. The airline is not responsible for failure to notify the passenger about changes in flight schedule, change of departure/arrival airports, flight cancellation or other changes.
     4. The Company shall not be responsible for errors, distortions, omissions in the schedule published by other legal entities without agreement with the Company.
     5. The airline is not responsible for ensuring connections of QAZAQ AIR JSC flights if the carriage was made in different reservations (PNR) on different forms and/or the carriage was made in violation of the minimum connection time.
     6. The Airline is not responsible for providing connections with flights of other Carriers.
     7. An airline shall have the right to transfer its obligations or part thereof under an air transportation contract to another person, including another carrier. In this case the Company informs the passenger about the actual carrier performing the transportation, and the passenger will be subject to the rules of transportation of the actual carrier.
     8. Upon the passenger's request to the e-mail address [info@flyqazaq.com](mailto:info@flyqazaq.com) a letter is issued to the passenger or a note is made in the ticket about the reasons for delay of transportation by a specially appointed official of the Company.
     9. For delayed delivery of a passenger to the point of destination, the carrier shall pay a fine in the amount of three per cent of the fare (fare of the flight section where the delay occurred) for each hour of delay, unless it proves that the delay was due to force majeure, in addition to reimbursement of losses incurred by the passenger, if the latter occurred in connection with such delay. The amount of the penalty may not exceed the cost of the purchased fare (fare of the flight segment) where the delay occurred. Payment of a fine for late delivery of a passenger to the destination point is made by the carrier at the passenger's request via the carrier's internet resource and ticket sales points.
     10. In case of flight status change due to the carrier's fault or flight status change due to late arrival of an aircraft, the Company organises the following services for passengers at departure and intermediate points:
         1. provision (if available at the airport) of a mother and child room for a passenger with a child under seven years of age;
         2. two telephone calls, including international calls, lasting no more than five minutes or two e-mails when waiting more than two hours for a flight departure;
         3. provision of refreshments when waiting for a flight departure for more than two hours;
         4. provision of hot meals when waiting for flight departure for more than four hours and beyond:

every six hours during daytime; every eight hours during nighttime;

* + - 1. accommodation in a hotel provided by the airline when waiting for a flight departure for more than eight hours during the day and more than six hours during the night;
      2. transport provided by the airline from the airport to the hotel and back in cases where the hotel is provided at no extra charge.

ARTICLE 2.5. AIRLINE RIGHTS

* + 1. The Company shall have the right to cancel, delay or postpone aircraft departure to another time, change the route of transportation stipulated by the schedule, as well as change the point of landing, if such actions are necessary due to such circumstances:
       - natural disaster;
       - unfavourable weather conditions at airports of departure, destination or en route, as well as other phenomena affecting flight safety;
       - an act of unlawful interference;
       - the requirements of government agencies;
       - other circumstances beyond the control of the Company;
    2. The airline has the right to replace the aircraft with another one.
    3. The Company has the right at any time to replace a seat provided to a passenger in an aircraft cabin with another one, if it is necessary to ensure flight safety.
    4. In order to ensure flight safety, protect the life and health of passengers and crew members, and prevent possible acts of unlawful interference in civil aviation activities, competent authorities, in accordance with the law, have the right to inspect passengers, their carry-on luggage, baggage, mail, cargo and on-board supplies of aircraft.
    5. Passengers with diplomatic status, who have diplomatic immunity, as well as parcels accompanying correspondence, are subject to inspection on general grounds, except for cases stipulated by the legislation of the Republic of Kazakhstan.
    6. Passengers with disabilities (on crutches, in a wheelchair, on stretchers, etc.) are subject to manual inspection, and persons accompanying them are subject to general inspection.
    7. During the inspection of a passenger, the identity of the bearer of the transport documents is checked.
    8. If a passenger is found in possession of substances and items prohibited for carriage, the baggage is subject to additional inspection.
    9. If a checked-in passenger fails to board, his/her baggage is subject to seizure and compulsory inspection.
    10. If a passenger refuses to be inspected, the Company shall have the right to deny him/her transportation (terminate an air carriage contract with him/her) with reimbursement of payment for transportation in accordance with the rules of tariff application.

ARTICLE 2.6. PASSENGER RIGHTS AND OBLIGATIONS

* + 1. The passenger has the right to:
       - to purchase a ticket on any air route open for passenger traffic;
       - get a seat according to the ticket purchased;
       - Carry free carry-on luggage and baggage within the established norms according to the purchased ticket and tariff;
       - in case of flight status change due to the fault of the Company or due to late arrival of the aircraft for hotel accommodation, catering and other services provided in accordance with the Law of the Republic of Kazakhstan "On the Use of Air space of the Republic of Kazakhstan and Aviation Activities"
       - other rights stipulated by the legislation of the Republic of Kazakhstan.
       - Passengers from among persons with physical disabilities and low mobility groups are additionally entitled to carry a stretcher and a wheelchair for personal use free of charge as baggage.
    2. The passenger is obliged to:
       - comply with the Rules of Transportation of Passengers, Baggage and Cargo on Air Transport of the Company and do not allow actions that endanger the safety of aircraft flight;
       - not to obstruct aviation personnel in the performance of their duties;
       - bear other responsibilities in accordance with the legislation of the Republic of Kazakhstan.

CHAPTER 3. BOOKING OF TRANSPORTATION

**ARTICLE 3.1. BOOKING CONDITIONS FOR TRANSPORTATION**

**3.1.1** Booking (reservation) of a passenger seat on an aircraft is a mandatory condition of carriage.

**3.1.2.** Reservations are made by the Company or its authorised agent directly at points of sale of carriage, by phone, e-mail or independently by a passenger through online services for booking and selling air tickets.

* + 1. Booking confirmation is an electronic record in the Airline booking system, which contains information about the carriage, passenger and additional special services. Each booking is assigned a unique numeric-letter code.
    2. The Passenger provides the following information and documents necessary to make the booking and subsequent ticket issuance and to provide special services and fulfil flight safety requirements:

1. last name, first name, gender, date of birth;
2. type, number and expiry date of the identity document under which the ticket is purchased and the carriage will be performed;
3. date, point of departure and arrival, type of itinerary (non-transit, transit);
4. with the passenger's consent, contact details (e-mail address and mobile phone number) through which the airline or authorised agent selling tickets can contact the passenger.
5. information about secondary documents (visa, medical certificate, documents for transporting children, etc.);

In case of refusal to provide this information, no booking will be made.

* + 1. Duties of the Agent when booking and selling air carriage:
       1. provide the passenger with full information about the schedule, availability of seats, tariffs and conditions of tariff application, Airline rules, baggage and hand baggage allowance and other related information;
       2. to select the optimal route and payment for transport, taking into account tariffs and conditions of their application;
       3. request information from the passenger about the presence/absence of circumstances requiring special attention during the provision of air transportation service (during service).
    2. Booking is valid only in case of fulfilment of the rules, conditions of tariff application, rules and instructions of the Company's booking in the relevant ARS/GDS and does not contradict the terms and conditions of the contract of carriage. In case the booking is made in a booking system other than the Company's inventory system, the ticket shall be issued only for the confirmed booking if the Company's Record Locator is available.
    3. When booking and arranging a preferential carriage or carriage at a special fare, the passenger is obliged to provide identity documents confirming his/her entitlement to a concession or special fare.
    4. Booking of special and additional services, as well as booking of carriage of certain categories of passengers (children, passengers with special physical needs, etc.) is made by the Passenger Air Carriage Sales Agent or the Company when a special SSR request is included in the booking. Airline tickets are only issued with a confirmed SSR special request.
    5. Special conditions of carriage requiring prior approval of the Airline, i.e. a confirmed SSR request at the time of booking are:

1. limited mobility of the passenger;
2. transportation of a minor passenger;
3. transportation of a passenger with a child under 2 years of age;
4. loss of function (absence) of vision or hearing that prevents the passenger from travelling independently;
5. in the case of subparagraph 4) of this paragraph, the accompaniment of a guide dog;
6. the presence of a contagious disease;
7. the presence of a pregnant woman of more than 22 weeks;
8. in the presence of childhood autism, Asperger's syndrome, atypical autism;
9. transportation of animals (birds);
10. the presence of baggage established \baggage allowance or oversized, heavy baggage;
11. the presence of baggage that must be carried only in the cabin of the aircraft;
12. the transportation of weapons, ammunition;
13. transportation of sports equipment;
14. transportation of musical instruments.
    * 1. When booking the Airline does not assign a specific passenger seat in the cabin of the aircraft to a passenger. A specific seat number is assigned when the passenger checks in at the airport of departure, during online check-in or when the ticket is issued.

Provision of pre-selected seats is an additional service of the Airline. If a passenger does not use an additional seat selection service, the Company automatically assigns a free seat to the passenger at the moment of check-in at the airport. In case of aircraft type change the Company does not guarantee to keep the selected seat in the cabin and for flight safety reasons reserves the right to reallocate seats in the cabin at any time.

* + 1. Document of payment for special services must be retained for the duration of the transport. EMD Electronic Multipurpose Document receipt for special services must be available in print or on an electronic device. Miscellaneous Charges Order (MCO), excess baggage payment receipts drawn up on paper forms must be kept during the whole carriage and presented to the authorised agents upon the Airline's request.
    2. A passenger is not allowed for carriage if the spelling of his/her last name and/or name in the ticket and booking does not correspond to the spelling of the Latin transcription on the document presented at check-in. Refund to the passenger due to such cancellation is made in accordance with the rules of application of this tariff.

ARTICLE 3.2. BOOKING CONDITIONS ON THE WEBSITE OF THE AIRLINE

* + 1. The airline provides a 24-hour ticketing service via [www.flyqazaq.com](http://www.flyqazaq.com) website.
    2. While purchasing a ticket on the Company's website, a passenger is obliged to familiarise himself/herself with the Company's rules, conditions of the selected tariff and rules of passenger behaviour.
    3. When purchasing a ticket on the Company's website, the passenger is fully responsible for correct spelling of his/her last name/name and correct entry of passport data. In the ticket and reservation, the passenger's name and last name are written in Latin letters according to the identity document, with the last name first, then the first name. In case of a violation of the order or an error in writing the data, the passenger should contact the Airline by means of an application to the e-mail address [info@flyqazaq.com](mailto:info@flyqazaq.com).
    4. Tickets for unaccompanied children under 18 years of age are not issued on the Airline website.

ARTICLE 3.3. BOOKING AND PAYMENT FOR ADDITIONAL SERVICES

* + 1. The airline may provide a number of additional services to the passenger in conjunction with the passenger carriage. The list and cost of additional services is determined by the Company.
    2. When booking and paying for an additional service, an Electronic Multi-Purpose Document (EMD) or Miscellaneous Charges Order (MCO) is issued.
    3. A separate Electronic Multi-Purpose Document (EMD) or MCO is issued for each passenger for each service.
    4. Special SSR request is used to book a service directly related to flight segments/coupons (transport of baggage, sports equipment, etc.). This request is processed by the Airline and may be confirmed or rejected.
    5. An agent may issue an EMD only after the SSR has confirmed the request. If a special request is not confirmed by the Airline, provision of the service to the passenger is not guaranteed.
    6. An airline or Passenger Air Carriage Sales Agent is obliged to inform a passenger about conditions of additional services and conditions of refund or non-refund of payment in case of refusal to receive a paid service. Refunds for unused EMDs or MCOs are made according to the rules for each service (improve the website, specify the terms of application for refund).
    7. Additional services must be secured in the booking for each flight segment. In case there are several passengers in the booking, the booking of additional services is made only for those passengers for whom it is intended. In case of changes in the flight segment, all requests for additional services related to this flight will be cancelled. If necessary, a request for additional services must be re-entered on the booking.

ARTICLE 3.4 BOOKING OF GROUP TRANSPORT

* + 1. Reservations of 10 or more passengers travelling for a common purpose together on all sections of carriage are considered as group carriage. For group bookings, the Airline may offer special tariffs and conditions, which may differ from the standard conditions for individual bookings.
    2. For booking and ordering of air tickets for group carriage it is necessary to send an application to the email [info@flyqazaq.com](mailto:info@flyqazaq.com) with the following travel details:
       1. number of passengers (number of adults and children with indication of age);
       2. the airport of departure and the date of departure;
       3. arrival airport and date of arrival;
       4. presence/absence of baggage;
       5. applicant's first name, last name, agency or company name, contact phone number and/or email;
       6. the purpose of the trip.
    3. Review of group booking request is done during office hours.
    4. The booking of a group of passengers is made only after the Airline has confirmed the request.
    5. The Company establishes certain terms and conditions of payment for group transportation. Payment must be made by the organisation organising the group transport within the stipulated time frame.
    6. A request for any change in the application must be made in writing directly from the Employer only. In case the Customer changes the conditions of transportation (changes in departure/arrival dates,

number of group members, changes in the age category of passengers), the Company reserves the right to revise the price offer.

* + 1. The Customer is responsible for providing the list of group members, documents and other necessary information to the agency or the Airline.
    2. Group tariffs are not considered for subsidised flights. Reservations and ticketing are made independently through this agency's own desk based on actual availability of seats on the flight.
    3. The Company has the right to refuse group transportation if the number of group members exceeds the number of available seats on the flight and/or carriage of this group of passengers is economically unprofitable.
    4. Group reservations, including implicit group reservations\*, not agreed with the Company may be cancelled without notice.

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

ARTICLE 3.5 BOOKING CANCELLATION PROCEDURE

* + 1. The Company has the right to cancel the booking without informing the passenger if the passenger has not paid for the reservation within the established term, the passenger has not received a ticket, the passenger has not fulfilled other conditions established by the Company tariff rules.
    2. Booking is considered provisional until a ticket is issued. If necessary, booking can be cancelled by the Company before the expiration of the reservation validity period (Time limit). Upon expiry, booking will be cancelled without notice.
    3. If there are double booking for one passenger on a flight, the Company has the right to cancel one of the booking based on commercial feasibility.
    4. Group booking is made only after the Airline confirms the request (letterhead, e-mail) from the group leader or its agent. Group passenger booking not agreed with the Company may be cancelled without notice.
    5. In case of passenger's non-appearance on the flight, the Company has the right to cancel the booking on each subsequent section of the route of transportation without notifying the passenger.
    6. Cancellation of the reservation without first removing the ticket from the registration (ticket with CHECKED-IN status) is prohibited.

CHAPTER 4. PASSENGER DOCUMENTS

**ARTICLE 4.1 DOCUMENTS SUITABLE FOR TICKETING, BAGGAGE AND CHECK-IN PURPOSES**

* + 1. Passengers must provide one of the following identification documents at ticketing, baggage and check-in:
       - passport (for citizens of the Republic of Kazakhstan - indicating IIN);
       - ID card of a citizen of the Republic of Kazakhstan (indicating IIN);
       - residence permit of a foreigner in the Republic of Kazakhstan (indicating IIN);
       - ID of the person without a citizenship;
       - refugee certificate;
       - birth certificate (for citizens of the Republic of Kazakhstan who have not reached the age of 16);
       - diplomatic passport of a citizen of the Republic of Kazakhstan;
       - service passport of a citizen of the Republic of Kazakhstan;
       - identity card of a seafarer of the Republic of Kazakhstan;
       - certificate for return to the Republic of Kazakhstan (only for return to the Republic of Kazakhstan);
       - a foreign passport recognised by the Republic of Kazakhstan.
    2. If a person under the age of 16 is travelling accompanied by a parent(s) and identifies himself/herself with his/her own passport, he/she must also have a birth certificate to verify the status of accompanying parent(s).
    3. When travelling outside the Republic of Kazakhstan, the passenger must provide documents established by the rules of crossing the border of the country of entry / exit / transit. More complete and detailed information about travel documents accepted for entry to a particular country should be checked in advance at the embassy/representative office of the country to which the passenger is travelling.
    4. The Passenger is personally responsible for obtaining all documents, visas, permits, etc. required by the laws of the country to, from or through the territory to be transported and for complying with all applicable exit, entry and transit laws of the country of departure, arrival and transit.
    5. The original document must be presented at check-in. In order to establish identity at check-in, a passenger must present an identity document, the details of which are specified in the booking (ticket).

**4.1.6** For the carriage of children born prematurely in case of multiple pregnancies, parents of children or accompanying adults present a medical certificate for each child, which confirms the possibility of carriage by air transport.

* + 1. When transporting minor child-citizens of the Republic of Kazakhstan accompanied by adult passengers, the Company shall have the right to request the child's birth certificate, as well as documents confirming kinship and (or) legal right to transport a minor passenger.
    2. The airline has the right to deny carriage to a passenger who has not complied with the applicable laws of crossing the border of the country of entry/exit/transit, or has improperly executed documents (including lack of visa, return ticket, money) or refused to present them. The airline shall not be liable to the passenger due to the passenger's failure to obtain such documents or visas, or to comply with applicable laws or to be refused entry/exit by the competent authorities.
    3. Passengers are advised to make sure that there are no debts on taxes, fines, duties, alimony or loans, no temporary restriction on travelling outside the Republic of Kazakhstan and, if any, to pay them off a few days before departure, so that the information has time to get into all databases.
    4. If a passenger has issued a ticket on a special tariff with special conditions or discount, a passenger is obliged during the whole journey to carry and present documents confirming his/her right to use the said special fare or discount and to be able to prove that they are valid upon request of the Company's employees or representative. Otherwise, the tariff difference, equal to the difference between the tariff originally paid including the charge and the tariff including the charge payable, must be paid by the passenger or the passenger will not be allowed to board the flight.

ARTICLE 4.2 REQUIREMENTS FOR DOCUMENTS TO BE SUBMITTED FOR THE TRANSPORTATION OF UNDERAGE CHILDREN

* + 1. Conditions for the transportation of underage children accompanied by an adult person who is a parent, legal guardian or custodian. Minor children travelling accompanied by their parents (legal guardians, adoptive parents/guardians) and proving their identity with their own passport must have a document confirming their relationship with their parents (birth certificate, guardianship certificate, marriage certificate). A birth certificate is sufficient if the last names of the child and the parents are the same and if the last names on the birth certificate match. In addition to the birth certificate, if there are different last names, it is required to present certificates of new marriages with a change of last names or other documents confirming the change of surnames, documents on guardianship, adoption, custody in the case of deceased, missing parents or parents deprived of parental rights. In the absence of a document confirming kinship, even if the last name of the parents and the minor child are the same, the child may be refused carriage.
    2. Conditions of transportation of underage children accompanied by one parent without the consent of the other parent outside the Republic of Kazakhstan:
       1. When citizens of the Republic of Kazakhstan, who have not reached the age of eighteen, leave for permanent residence together with one of their parents (guardian, custodian), a notarised consent of the other parent residing in the territory of the Republic of Kazakhstan is required. In this case, a notarised statement from the parent residing in the Republic of Kazakhstan must be submitted stating that he or she has no objection to the departure. Such consent is not required from a parent who has been deprived of parental rights and therefore has no right to receive alimony. Instead, it is necessary to submit an effective court decision on the deprivation of parental rights. In the absence of the consent of one of the parents,

the departure of a minor child for permanent residence outside the Republic of Kazakhstan may be authorised in court.

* + - 1. If the other parent resides in another country, permanent exit consent is not required. In order to confirm the fact of residence of the second parent on the territory of another state, a notarized copy of the second parent's passport with the page with the registration or other document confirming the place of residence of the second parent on the territory of another state must be submitted to the migration service body.
    1. Conditions of transportation of underage children accompanied by adults who are not a parent, guardian or custodian. When travelling within the Republic of Kazakhstan, a passenger who is not the child's legal representative (parent, legal guardian, custodian) must present a document for the right to accompany the child - a notarised power of attorney. In case of international transportation it is required to have a notarized consent of parents, adoptive parents, guardians or custodians for the departure of a minor citizen of the Republic of Kazakhstan indicating the period of departure and the state(s) he/she intends to visit.

CHAPTER 5. TARIFFS AND FEES ARTICLE 5.1. GENERAL TERMS

* + 1. Tariff is a fee charged by an airline for the carriage of one passenger or for the carriage of a unit of mass or volume of baggage or cargo from the point of departure to the point of destination on a specific route and in the appropriate class of service.
    2. The tariffs do not include the cost of ground transport services between different airports and between airports and city terminals.
    3. When paying for the transportation of a passenger and his/her baggage, the tariffs in force on the date of commencement of carriage and at the time of registration of carriage are applied.
    4. When paying for and/or arranging carriage, the passenger is obliged to familiarise himself/herself with the basic terms and conditions of the air carriage contract and the rules of the applied tariff.
    5. Air carriage contract is deemed concluded from the moment of proper and timely payment for carriage by air, which certifies the passenger's consent to the terms and conditions of carriage and the rules of fare application. The passenger's consent to the terms and conditions of the contract of carriage by air and the Rules is full and unconditional.

ARTICLE 5.2. TYPES OF TARIFFS

* + 1. Tariff of a certain class of service - a tariff of the corresponding class of service: first, business, economic, the conditions of application of which are approved by the airline.
    2. Each class of service may have several passenger fares, differing in fare level and fare conditions.
    3. Each tariff has rules for its application, which establish the validity period of the ticket and the conditions for the application of the tariff.
    4. Passenger fares are divided into normal tariffs and special tariffs according to the conditions of application;
       - Normal tariff - a tariff established for the first, business or economic class of service, which does not impose restrictions and has a validity period of one year;
       - A special tariff is an economy class tariff with special conditions and restrictions determined by the airline.

The airline posts the terms and conditions of fare application in the reservation system, points of sale of seats and on Internet resources.

**5.2.5**. Tariffs are identified by an alphabetic or numeric code. The tariffs are grouped into tariff groups (brands) according to the terms of application.

* + 1. For each type of tariff/brand there are conditions for its application. The number of passenger seats offered for booking carriage under each tariff is determined by the Company and can be changed at any time based on commercial feasibility.
    2. Passenger tariffs may be set for one-way and round-trip transport.
    3. Combination of brand tariffs is allowed only within one tariff group (brand), unless otherwise stipulated by the tariff rules. If a tariff group (brand) is changed on one flight segment, all other flight segments are subject to change in accordance with the new brand.

ARTICLE 5.3. COMPOUND TARIFF

* + 1. Combination of brand tariffs is allowed only within one tariff group (brand), unless otherwise stipulated by the tariff rules.
    2. Where the combination of half round-trip tariffs is permitted by the tariff rules, the tariff rules with more stringent restrictions are applied to the entire journey to determine the maximum stay at destination.
    3. In case of rebooking/refund of an air ticket using fare combination, the terms of rebooking/refund are determined according to the fare rules applied to the fare component to be changed/refunded, unless otherwise stipulated by the fare rules.
    4. If the transportation is issued under a transfer tariff, its application rules apply to all flight segments included in the transfer.
    5. In case of combination of Kazakhstan and international flights in the ticket, the whole carriage is considered international, including the partially-used ticket.

ARTICLE 5.4. DOWNGRADING OF A TARIFF OR BRAND

* + 1. Voluntary downgrading of a tariff or brand by rebooking a ticket is prohibited.
    2. Voluntary reduction of fare/brand level is made only by refunding the ticket amount according to the applied fare rules and issuing a new carriage under the conditions of carriage changed by the passenger.

ARTICLE 5.5. REBOOKING/UPGRADING OF A TARIFF OR BRAND

* + 1. Voluntary rebooking of a ticket is allowed if it is established by the rules of the applied fare, and the new tariff must not be lower than the fare originally paid.
    2. The terms and conditions for rebooking a ticket within the same brand are authorised under the following conditions:
       - in case of change of departure date/time and subject to availability of seats in the same booking class, change fees will be charged as specified in the applied fare rules and within the validity period of the ticket for carriage.
       - in case of unavailability of seats in the same booking class, the difference between the price paid by the passenger earlier and the total cost of the new carriage will be paid in addition, subject to change fees established by the rules of the applied tariff;
       - the charge for changing the conditions of carriage is levied on the tariff component being changed;
       - if more than one tariff component is changed, the amount of the fee is summarised.
    3. Conditions for rebooking a ticket to a higher priced brand:
       - in case of reissue of a ticket to a higher priced brand, the difference between the price paid by the passenger earlier and the total cost of the new carriage is paid in addition, subject to the change fees established by the rules of the applied tariff;
       - reissue of a ticket to a higher priced brand is allowed subject to recalculation for the entire route at the same time, and the new tariff level must not be lower than the original one;
       - the charge for changing the conditions of carriage is levied on the tariff component being changed;
       - if more than one tariff component is changed, the amount of the fee is summarised.

ARTICLE 5.6. CURRENCY FOR PAYMENT OF TARIFF AND FEES

* + 1. The cost of transportation and charges shall be paid in the currency determined by the Company in accordance with the currency regulation rules of the country of sale. If payment for transportation is made in a currency other than the tariff publication currency, the equivalent in the currency of payment shall be calculated on the basis of the IATA bank rate (ICER-IATA Consolidated Exchange Rates) published in the booking systems in force at the time of carriage.
    2. If tariffs are changed prior to the commencement of carriage, the carriage of passengers on tickets issued prior to the change of tariffs is performed without recalculations, provided that the original terms and conditions of the air carriage contract are maintained.
    3. If carriage has commenced, any change in fare, charge, discount or rule shall not affect the air carriage contract entered into with the passenger during the validity period of the originally issued ticket for the flight.

ARTICLE 5.7. FEES

* + 1. **Airport charges.**
       1. Upon sale of transportation, the passenger is charged all airport and other charges published in the booking systems in accordance with laws, regulations, rules and regulations established by foreign states and/or foreign organisations to, from or through the territory of which such transportation is performed (foreign charges, airport charges).
       2. In case of a passenger's voluntary cancellation of transportation, airport charges on unused sections of the route of transportation are subject to refund to the passenger (including non-refundable tariffs), unless otherwise specified in the rules of application of charges.
    2. Fee for voluntary change of conditions of carriage (rebooking).
       1. In case of change of departure dates, flight number, fare level or brand, the Airline will charge a voluntary change of carriage fee.
       2. Changes in a passenger ticket at the passenger's request are allowed with the consent of the Company and are made in accordance with the rules of application of the Company's tariffs and the rules of execution of transportation documents.
       3. Charges for voluntary change of conditions of carriage are levied in the amounts and under the conditions set out in the tariff rules.
       4. The change of carriage (rebooking) fee is not charged in the following cases:
          - exchange of transportation route sections with an open departure date;
          - exchange of transportation issued for children under two years of age transported without a separate seat;
          - exchange of plots at normal tariffs that do not include a voluntary change of carriage charge;
          - in the event of a forced exchange of carriage.
       5. The change of transportation fee is not refundable voluntarily.
       6. The procedure for collection and registration of the fee is regulated by the Company's regulatory documents.
    3. Charge for passenger's voluntary cancellation of carriage (refund).
       1. In case of a passenger's voluntary cancellation of transportation, the Company shall charge a fee in the amounts and under the conditions established by the tariff rules.
       2. The passenger cancellation fee will not be charged in the following cases:
          1. cancellation of sections of a transport route with an open departure date;
          2. refusal of carriage issued for children under two years of age transported without a separate seat;
          3. cancellation of sections issued at normal tariffs that do not include a voluntary cancellation fee;
          4. in case of a passenger's forced cancellation of transportation.
       3. The fee is not voluntarily refundable.
       4. The procedure for collection and registration of the fee is regulated by the Company's regulatory documents.
    4. Service fee for booking and issuing an air ticket
       1. The amount of the service fee when booking a ticket on the Company's own website, in sales offices, through the Company's contact centre is established by the Company's internal acts.
       2. Service fee \when booking a ticket with agents the Airlines are set by agents independently without agreement with the carrier.
       3. In case of voluntary cancellation of transportation, the service charge is non-refundable.
       4. In case of forced cancellation of a fully unused carriage, the service charge is refundable at the place of ticket purchase. In case of forced cancellation of a partially used transportation, the service charge is refundable only for the unused part of the carriage.
       5. Service charge is not applied to tickets for subsidised flights.
       6. The procedure for collection and registration of the fee shall be regulated by the regulatory documents of the Company and/or the Agent for sale of passenger air transportation.
    5. Fees for additional services.
       1. In case a passenger orders additional services, a fee is charged in the amounts and under the conditions established by the Company's rules.
       2. Charges for additional services are processed on the EMD or MCO.
       3. The conditions of fee refund are regulated by the Airline's regulatory documents.

CHAPTER 6. PASSENGER TICKET ARTICLE 6.1. GENERAL TERMS

* + 1. A separate ticket is issued for each passenger, which confirms:
       1. familiarisation of the passenger with the terms and conditions of the air carriage contract;
       2. conclusion of an air carriage contract between a passenger and the company.
    2. The ticket is issued on the basis of the passenger's identity document or an electronic document from the digital document service (for identification). In the ticket and reservation, the passenger's name and last name are written in Latin letters according to the identity document, with the last name first, then the first name. The passenger checks the correct spelling of his/her name and last name on the issued ticket and is fully responsible for this. A passenger is not allowed for carriage if the spelling of his/her last name and/or name on the ticket and reservation does not correspond to the spelling on the document presented at check-in. Refund to the passenger due to such cancellation is made according to the rules of application of this tariff.
    3. A separate ticket is issued for each passenger (including a child aged 0 to 2 years).
    4. Changes to the ticket are made by the airline with the passenger's consent, or by an authorised agent with the consent of the airline and the passenger.
    5. Passenger is allowed to fly upon issuance of a valid electronic ticket issued by the airline or an authorised agent.
    6. The ticket may only be used by the person named on it and may not be transferred or used by another person.
    7. When tickets are issued electronically, air travel is sold without printing out the ticket. Passenger can check-in and board the flight without having a printed ticket.
    8. An itinerary receipt is issued as proof of purchase of an e-ticket by printing it out on a printer or sending it to the passenger's e-mail address.
    9. For international travel, the itinerary receipt is required as proof of return ticket during passport control.
    10. The conclusion of air carriage contract of a passenger or baggage means the passenger's unconditional consent to the collection and processing, with or without the use of automation, of his/her personal data. In cases stipulated by the legislation of the Republic of Kazakhstan and foreign countries, the Company shall provide personal data to third parties, including their trans-border transfer.

ARTICLE 6.2. FLIGHT COUPON SEQUENCE

* + 1. Flight coupons are accepted in strict sequence, starting from the first point of departure indicated on the passenger's ticket.
    2. A ticket where the passenger has broken the sequence of use of flight coupons will be invalidated, unless it is the fault of the airline.
    3. In case of violation of the sequence of use of flight coupons, the airline has the right to refuse carriage of unused flight coupons.
    4. The airline accepts flight coupons for voluntary refund in the order of their direct sequence. In case an air ticket has several flight coupons, voluntary refund is possible only for those coupons that follow after the used coupon, unless otherwise stipulated by the rules of the applied fare.

ARTICLE 6.3. CHANGING THE ROUTE

* + 1. Transportation of the passenger and his/her baggage is performed in accordance with the route specified in the air ticket.
    2. Voluntary change of the route indicated on the air ticket is prohibited.
    3. Forced change of the route of transportation is allowed only upon agreement with the Company.

ARTICLE 6.4. STOPS

* + 1. A stopover is only permitted if it has been agreed in advance with the airline or its authorised agent and is provided for in the ticket.
    2. If the ticket is paid at a special airline fare, the passenger's stops en route are subject to the terms and conditions of the tariff.

The following conditions must be met in order to stop en route:

* + - 1. stopover is carried out within the validity period of the ticket;
      2. stopover is permitted by the airline and the laws of the countries concerned.
    1. If the passenger did not declare a stop over at an intermediate airport when issuing the passenger ticket, but wished to make such a stop over and declared it at this airport, such passenger may continue the flight only after making the necessary changes to the ticket data (ticket exchange) in accordance with the applicable fare rules.

ARTICLE 6.5. OPEN DATE

* + 1. Open-date ticket is a ticket that indicates the point of departure, destination, airline, class of service, but does not indicate the flight number and the date and time of departure of the aircraft.
    2. Booking of carriage with an open date of departure is allowed at tariffs, the rules of application of which allow issuance of an open date ticket.
    3. The service of booking tickets with an open date on the official website of the Airline is not available.
    4. When issuing an open-date ticket, seat reservations are issued in accordance with the passenger's request, subject to the availability of seats on the requested flight and within the validity period of the passenger Ticket.
    5. If it is impossible to provide a passenger seat and capacity during the validity period of a ticket, the Company or an Air Passenger Transportation Sales Agent shall make a reservation for the nearest flight on which there is a free passenger seat and capacity of the class of service corresponding to the paid class of service.

ARTICLE 6.6. MAKING CHANGES TO A BOOKING

* + 1. Air tickets are issued on the basis of the data of the passenger's identity document. If the spelling of the last name and/or name in the passenger's ticket does not correspond to the spelling in the document, the passenger is not allowed to fly.
    2. The passenger is fully responsible for correct spelling of last name, first name and passport data when purchasing a ticket on the Airline's website [www.flyqazaq.com](http://www.flyqazaq.com), as well as on third-party online resources. If an error is detected, it is necessary to contact the Airline in advance with a statement to e-mail address [info@flyqazaq.com](mailto:info@flyqazaq.com).
    3. In case of an error, correction of passenger data is made in accordance with the regulatory documents of QAZAQ AIR.
    4. For correction of the last name or first name a penalty fee regulated by the Airline's regulatory documents is applied.

ARTICLE 6.7 VALIDITY OF THE TICKET

* + 1. Passenger is admitted for carriage if he/she is in possession of a valid ticket in the inventory system, which is duly issued and issued by the airline or an authorised agent.
    2. The passenger is allowed for carriage if the corresponding flight coupon of the electronic ticket has the status "O" (Open for use).
    3. Passenger is not allowed for carriage if the corresponding e-ticket flight coupon has any other status than "O" (Open for use).
    4. Transportation of passengers, baggage and cargo carried by different carriers / modes of transport under one document of carriage with the participation of QAZAQ AIR JSC is regulated by agreements between QAZAQ AIR JSC and other Carriers participating in the transportation process.
    5. The period of validity of the carriage obligation for a normal tariff ticket is one year and is calculated from the date of issue of the ticket if carriage has not commenced and from the date of commencement of carriage if carriage has commenced. The period of validity of the obligation for carriage at special tariffs is determined by the passenger's air carriage contract in accordance with the terms and conditions of tariff application. Whether a particular tariff belongs to normal or special tariffs is determined by the Company's tariff rules.
    6. If a passenger ticket issued at a special tariff has expired for transportation, it is allowed to make a voluntary exchange of transportation with an additional payment to a higher tariff, unless otherwise stipulated by the tariff rules. Moreover, the validity of a newly issued passenger ticket is calculated from the date of departure on the first flight coupon of the originally issued ticket, if transportation has commenced, or from the date of issue of the original ticket, if no flight coupon has been used. The additional payment shall be calculated from the point of commencement of transportation and in accordance with the rules of the special tariff applied, unless otherwise provided for in the rules of such tariff.
    7. Each flight coupon of the ticket is valid for the carriage of the passenger between the points indicated in it in the corresponding class of service.
    8. Irrespective of the type of tariff applied and unless otherwise provided for by the rules of the tariff applied, the validity period of unused air ticket for refund is 1 year.

In case of a fully unused ticket - from the date of sale of carriage;

In case of a partially used ticket - from the date of commencement of carriage specified in the originally issued ticket.

* + 1. An application for refund of unused ticket or its part is accepted by the Company within the validity period of the document, but not later than 30 calendar days after expiry of this period.
    2. Ticket validity period is extended to the nearest flight of the Company, on which there is a free seat of the class of service, which corresponds to the initially paid fare, if the passenger was unable to fly during the validity period of the ticket in case:

1. cancellation or delay of the flight indicated on the ticket;
2. the aircraft fails to land at the airport specified in the ticket;
3. failed departure of a passenger due to inability to provide him/her with a seat on the flight and date specified in the ticket;
4. return of an aircraft that failed to perform a flight to the airport (point of departure);
5. replacement of the aircraft type specified in the schedule;
6. failure to provide service in the class indicated on the ticket;
7. layover due to forced landing of the aircraft;
8. the passenger's refusal to fly or to continue the flight due to a delay in departure caused by the inspection;
9. incorrect ticket issuance by the Company.
   * 1. If a passenger having a ticket for transportation applies for booking a seat and the Company is unable to provide a seat within the validity period of the ticket, the validity period of such ticket shall be extended to the nearest flight of the Company on which there is a free seat of the class of service that corresponds to the originally paid fare. In case of disagreement of the passenger, the cost of the ticket will be refunded to the passenger in accordance with the conditions of fare application.
     2. If a passenger was unable to complete a flight within the validity period of a ticket due to his/her illness or illness of his/her family member travelling together with him/her on an aircraft, the validity period of such ticket shall be extended until the date when, according to a medical report, he/she or his/her family member will be able to fly, or after this date until the nearest flight of the Company on which there are free seats of the class of service corresponding to the originally paid tariff, but not more than for 30 days. In such cases, the validity of tickets of family members accompanying the sick passenger is extended for the same period of time.
     3. Refund of amounts under a fully or partially unused Miscellaneous Charges Order, electronic multipurpose document EMD is made within one year from the date of issuance of a Miscellaneous Charges Order, electronic multipurpose document EMD, unless there are other restrictions set by the Company. A paper excess baggage receipt and/or miscellaneous charges order lost by a passenger will not be restored and duplicates will not be issued. An application for refund of amounts under an unused EMD or MCO, its part, is accepted by the Company within the validity period of the document, but not later than 30 calendar days upon expiry of this period.

ARTICLE 6.8 ELECTRONIC TICKET CANCELLATION (VOIDING)

In order to eliminate an error made during ticket issuance, the Company allows cancellation (or entering) of an electronic ticket.

Conditions for electronic ticket cancellation:

* + - * If the flight is less than 24 hours before departure, the cancellation procedure is only possible within 30 minutes of ticket issuance.
      * If it is more than 24 hours before the flight departure for the first coupon, the cancellation procedure is possible only within 3 hours from the moment of ticket issuance.
      * The cancellation procedure is carried out only until the end of the day (until 23.59 o’clock).
      * Ticket cancellation is only allowed when the status of the coupons is "Open". Cancellation of an e-ticket is not allowed if the ticket has intermediate statuses (e.g. CHECKED- IN).
      * Ticket cancellation is prohibited during check-in.

CHAPTER 7. PROCEDURE FOR FILING A CLAIM AND LAWSUIT

* 1. In all cases of claims arising from the contract of carriage, submission of a claim to the Airline before going to court is obligatory.
  2. Claims can be made within three months and claims for fines and penalties can be made within one month. If the claim is rejected or no response is received within the prescribed period of time, the claimant has the right to bring an action.
  3. Circumstances and facts that may serve as a basis for filing a claim against the injured and, accordingly, for property liability of the Airline, passengers, consignors and baggage consignees are certified by a PIR.
  4. In case of delay in baggage delivery, its shortage, damage (deterioration) or loss, as well as in case of baggage delivery without presenting the baggage receipt and tear-off coupon of the baggage number tag, an act of carriage failure shall be drawn up, which shall be signed by the person receiving the baggage and the Company or its authorised agent.
  5. The act shall be drawn up immediately upon discovery of the fact of defective luggage carriage.
  6. If during baggage inspection at an intermediate point or point of destination, baggage faults are discovered for which a report has already been drawn up before, and no difference is found between the condition of the baggage and the report, no new report is drawn up, and a note is made on a copy of the previously drawn up report stating that no change in the condition of the baggage has occurred. Mark on the act shall be certified by the signature of an official of the Company.
  7. Claim for damage to baggage must be made by a passenger on international flights immediately after the damage is discovered, but no later than 7 days, and a claim for delay in baggage delivery no later than 21 days.

On domestic flights of the Company a claim in case of non-receipt of baggage, its damage or lack of its contents shall be submitted to the Company immediately upon discovery of the fault.

* 1. In the absence of a claim sent within the above time limits, no claim can be filed against the Company.
  2. Baggage is considered lost if it is not found when searched for within the 21st day following the day on which it should have arrived at its destination.
  3. Passenger or a person authorised by him/her shall have the right to make a claim and claim against the Company upon presentation of a passenger ticket, baggage receipt and Property IrreguLarity Report (PIR).

Absence of the act does not deprive the right to make a claim or the right to claim if it is proved, provided that the Company's Representatives or its authorised agents refused to draw up the act.

* 1. The Company shall within fifteen calendar days from the date of receipt of a claim consider it and notify a passenger, cargo consigner or consignee in writing about satisfaction or rejection of the claim, if transportation is fully performed by the Company flights. In other cases, the time limit for reviewing the claim may be extended, taking into account the rules for reviewing claims of other carriers.
  2. When making a claim, it should be considered:

-The airline is obliged, in case of loss or shortage of baggage, the carriage of which has been paid for, to refund the fee charged for its carriage, along with payment of compensation;

- If the Passenger has received only a part of the checked-in baggage or a part of the checked-in baggage is damaged, the Company's liability shall be determined based on the weight, lost or damaged part of the baggage. However, when the loss, shortage, damage or delay in delivery of a part of checked baggage affects the value of other baggage items included in the same baggage receipt, their total weight shall be taken into account when determining the amount of reimbursement.

* 1. The claim submitted must be in writing and contain all information necessary for its consideration.

The individual's claim must state:

- name of the Carrier against whom the claim is made;

- name, first name and patronymic of the applicant, contact telephone number, postal address, personal e-mail address, -circumstances that are the basis for the claim, content of the claim;

- the amount of the claim payment, its calculation, confirmed by relevant documents (receipt, invoices, cheques, etc.);

- list of documents attached to the application;

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

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

The legal entity's claim must specify:

* name of the Carrier against whom the claim is made;
* name of the legal entity-applicant, postal address, outgoing number and date, contact telephone number of the authorised person;

- circumstances that are the basis for the claim, content of the claim;

- the amount of the claim payment, its calculation, confirmed by relevant documents (receipt, invoices, cheques, etc.);

- list of documents attached to the application;

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

* 1. The claim must be accompanied by all necessary documents confirming the passenger's right to claim reimbursement, including the ticket, paid baggage receipt, tear-off coupon of the baggage tag, Baggage Fault Report, etc.

The amount of the claim must be proven by the claimant.

* 1. In case a claim is submitted without attachment of the listed documents, the Company shall additionally request the required documents, stipulating the deadline for their submission, and upon expiry of the specified deadline the claim shall be considered according to the documents available in the file.

7.17 Claim shall be sent in writing to the Company's website ([info@flyqazaq.com](mailto:info@flyqazaq.com)) or by mail.

* 1. In case of partial satisfaction or rejection of a claim the Company shall be obliged to specify in its response the grounds for such decision with reference to the relevant regulatory legal acts and articles of these Rules. In such cases the Company shall be obliged to return all original documents attached to the claim to the claimant.
  2. Any dispute, whether of a contractual or non-contractual nature, arising out of or in connection with an air carriage contract, including any question concerning its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Astana International Financial Centre Court (AIFC). The language to be used in the proceedings shall be English. Air carriage contract is governed by the laws of the Republic of Kazakhstan.

CHAPTER 8. TERMINATION OF AIR CARRIAGE CONTRACT

**ARTICLE 8.1. CANCELLATION OF AIR CARRIAGE CONTRACT AT THE PASSENGER'S INITIATIVE (VOLUNTARY CANCELLATION).**

8.1.1 If a passenger intends to cancel a flight, a passenger or a person who paid for a ticket shall notify the Company about unilateral cancellation of the transportation agreement in one of the following ways:

1. for transportation issued in the Company's own sales offices, representative offices of the Airline:
   * personal application of the passenger or the person who paid for the ticket at the place of payment for carriage upon presentation of original identity documents with the execution of the Application for Cancellation of Air Carriage and simultaneous implementation of the refund procedure;
2. for transports booked on the website [www.flyqazaq.com](http://www.flyqazaq.com) refunds can be made in one of the following ways:

A) personal application of a passenger or a person who paid for a ticket on the Airline's website using the Electronic Ticket Refund service, where the refund is made in accordance with the rules of the applied tariff in automatic mode. If automatic ticket refund is not supported due to complex conditions, the passenger should send a request to [info@flyqazaq.com](mailto:info@flyqazaq.com), which will be processed manually by an airline employee. The refund for unused transportation on an e-ticket paid by bank card on the website is made exclusively to the account of the card from which the carriage was paid for within the terms established by the bank.

B) written notification by the passenger or the person who paid for the ticket on the return of the ticket, the notification is sent to the e-mail address [info@flyqazaq.com](mailto:info@flyqazaq.com). [The notice shall consist of the following documents:](mailto:info@flyqazaq.com)

A free-form application for cancellation of air carriage, a scanned copy of the identity document, airline ticket/reservation number or ticket itinerary receipt.

1. for transportation processed through the agency network:
   * personal application of a passenger or a person who paid for a ticket at the place of ticket purchase with simultaneous air ticket refund procedure; in case of impossibility to apply at the place of ticket purchase personal application of a passenger or a person who paid for a ticket to the own sales office, representative office of the Airline upon presentation of original identity documents with a Statement of Refusal of Air Carriage with simultaneous air ticket refund procedure;
2. for transportation booked on third-party websites
   * the passenger or the person who paid for the ticket contacting the staff of a third-party website to submit a Cancellation of Air Carriage Application and subsequently refund the ticket;
3. for transportation issued on the forms of interline partners of QAZAQ AIR JSC, a personal application of the passenger or the person who paid for the ticket, at the place of ticket purchase, upon presentation of identity documents with execution of the Application for cancellation of air carriage and simultaneous implementation of the procedure of return of the ticket.

ARTICLE 8.2. CANCELLATION OF AIR CARRIAGE CONTRACT AT THE INITIATIVE OF THE CARRIER (AIRLINE)

* + 1. The air carriage contract is terminated unilaterally at the carrier's initiative in cases where:
* A passenger shall waive the pre-flight inspection specified in Article 107 of the Law "On the Use of the Air space of the Republic of Kazakhstan and Aviation Activities";
* The passenger violates the requirements of the "Rules of Air Carriage of Passengers and Baggage" and (or) commits actions that endanger the safety of the aircraft flight;
* This is necessary to eliminate violations of the provisions of the laws of the State over which the air carriage is to be performed or in which the point of departure, place of stop over or destination of the carriage is located;
* The passenger is in a state of alcoholic, narcotic or toxic intoxication and his/her mental or physical condition endangers the health of the passenger himself/herself or the safety of persons and property on board the aircraft, as well as inconveniences to other passengers.
* Failure of passengers to fulfil their duties on board an aircraft as stipulated in Article 88 of the Law "On the Use of Air space of the Republic of Kazakhstan and Aviation Activities".
* The passenger is included in the Airline's register of persons whose transportation is restricted except for cases stipulated by Article 78-1.6 of the Law on the Use of Air space of the Republic of Kazakhstan and Aviation Activities.
  + 1. The state of alcoholic, narcotic, inhalant intoxication of a passenger is confirmed by medical examination in accordance with the procedure established by the legislation of the Republic of Kazakhstan. At the same time, the health condition of a passenger intending to make a flight must be confirmed by a medical document with a note "air travel is contraindicated until..." indicating a specific date. In case of refusal in transportation for the reasons stipulated by this clause, the Company shall draw up a statement fixing the reasons and the fact of refusal in transportation.

ARTICLE 8.3. FORCED CANCELLATION

* + 1. The reasons for a passenger's involuntary cancellation of a flight are:
       1. delay of the flight indicated on the ticket

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

The grounds for forced exchange/return of carriage are:

* information in the booking about changes to the timetable or
* a mark of the Representative in the itinerary receipt, certified by his personal stamp and signature or
* stamp of the airport of departure, the Representative of flight cancellation/delay in the itinerary of the receipt.

If the carriage is issued "round-trip", in case of forced delay of the flight on the "round-trip" route, the return or exchange of the section on the "return" route is considered forced, and the change of all dates is made simultaneously.

* + - 1. Cancellation of the flight indicated on the ticket.

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

The grounds for forced exchange/return of carriage are:

* information in the booking about changes to the timetable or
* a mark of the Representative in the itinerary receipt, certified by his personal stamp and signature or
* stamp of the airport of departure, the Representative of flight cancellation/delay in the itinerary of the receipt.

If the carriage is issued "round-trip", in case of forced cancellation of a flight on the "round-trip" route, the return or exchange of a section on the "return" route is considered forced, and the change of all dates is made simultaneously.

* + - 1. change of schedule, postponement of the flight indicated on the ticket

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

The grounds for forced exchange/return of carriage are:

* information in the booking about changes to the timetable or
* a mark of the Representative in the itinerary receipt, certified by his personal stamp and signature or
* stamp of the airport of departure, the Representative of flight cancellation/delay in the itinerary of the receipt.
  + - 1. Cancellation of a scheduled stop at a point that is the passenger's destination, departure, stop over, transfer point.

If for any reason an aircraft lands at an airport not provided for in the schedule, the Company shall perform passenger transportation by another flight from the point of aircraft landing to the airport of destination. If it is impossible to transport a passenger by aircraft, the Company shall provide his/her transportation by other means of transport. In case of forced landing at an airport other than the final point or stop over point specified in the transportation document, in case of passenger's refusal from further transportation to the point of destination, upon passenger's application the cost of the unperformed part of transportation shall be refunded, and the amount of the refunded amount shall be determined by the Company. An application from a passenger is considered by the Company individually in a claim procedure.

* + - 1. Return of an aircraft that failed to perform a flight to the airport (point of departure). In case of return of an aircraft that did not perform a flight to the airport (point) of departure the Company shall be obliged at the passenger's choice to rebook a ticket on the nearest flight of the Company or at the passenger's request to refund the cost of this used segment without deduction of charges. An application from a passenger is considered by the Company individually in a claim procedure.
      2. change by the Company of the route of transportation (change of the point of departure and/or point of arrival to another nearest point, including change/exclusion/addition of intermediate points)

In case of preliminary change of the route of transportation by the Company in case of change of the point of departure and/or point of arrival to another nearest point, including with change/exclusion/addition of intermediate points upon agreement with the Company at the passenger's choice a forced reissuance of air tickets or forced return of the ticket is performed.

The Company shall not charge additional payment due to changes in carriage through its fault if the passenger tariff and the tariff for the carriage of baggage in excess of the free baggage allowance on the changed route are lower than the amount payable. The difference in cost is refunded to the passenger at the point of departure.

* + - 1. Change of class of service or type of aircraft.

The airline has the right to change the type of aircraft without prior informing the passenger about it. In case a passenger refuses to fly on another aircraft, the Company shall send the passenger on one of the next flights or refund him/her the cost of the unperformed section of transportation without deduction of charges.

* + - 1. Failure to provide a seat to a passenger in accordance with an earlier booking.

Failure to provide a passenger with a reserved seat on a flight is possible in the case of:

* changing the type or layout of aircraft;
* overlapping flights;
* reducing the commercial load limit of the flight.

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

In this case, in case of voluntary cancellation of the flight, the ticket is refunded without deduction of charges or the ticket is rebooked to a later/earlier flight of the Company if there is free capacity without deduction of charges.

* + - 1. Failure of the airline to provide connection of flights issued on a single form in compliance with the minimum connection time, as well as failure of the airline to provide connection of flights issued by separate tickets in a single booking for the Company's flights in compliance with the minimum connection time.

In order for a refund/exchange of a ticket to be recognised as involuntary due to a violation of a connection, it is necessary that the connection contains flight sections operated only by QAZAQ AIR JSC. The Company is not responsible for providing connections with flights of other carriers that are not interline partners of the Company. If the transportation is issued on a transfer route on the Airline's flights, then in case of flight delay/cancellation on 1 plot, the return or refund/exchange on 2 plot is also considered forced.

The grounds for forced exchange/return of carriage are:

* information in the booking about changes to the timetable or
* Representative's mark on the route receipt, certified by a personal stamp and signature or
* stamp of the airport of departure on the itinerary receipt.

In complicated cases of forced refund calculation (interruption of transportation at the point of transfer, etc.), a request for refund calculation should be formed by the passenger air transportation sales agent and sent to the Airline to the e-mail [info@flyqazaq.com](mailto:info@flyqazaq.com).

* + - 1. In case of transfer interline carriage, failure of one of the carriers to provide connection of flights issued on a single form with observance of minimum connection time.

Forced refunds of tickets issued on the forms of interline partners are made at the place of purchase of the ticket. Forced refund of tickets issued under SPA agreement is made at the place of ticket purchase.

The grounds for forced reissue or refund of an air ticket in case of cancellation/delay, schedule change are:

* information in the booking about timetable changes
* a mark of the Company's representative on the transportation document/itinerary receipt, certified by a personal stamp and signature
* departure airport stamp on cancellation/delay of flight
* official letter from the interline partner on flight delay/cancellation

The Passenger Air Carriage Sales Agent shall form a request for calculation of the refund amount of money and send it to the Airline to the e-mail [info@flyqazaq.com](mailto:info@flyqazaq.com).

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

* + - 1. Illness or death of a passenger or a member of his/her family travelling with him/her on an aircraft, confirmed by a medical report.

Family members are defined as spouses, parents and children (adoptive parents and adopted children). Illness of a passenger or a member of his/her family travelling with him/her on an aircraft is a ground for forced cancellation of carriage if there are medical documents confirming contraindications to the flight on the date of aircraft departure specified in the ticket.

Document confirming a passenger's forced cancellation of carriage is: an original medical document (certificate, conclusion, certificate of incapacity for work, original certificate from the airport medical centre) meeting the following requirements:

* the name of the issuing medical institution is clearly legible in the document;
* the stamp of the medical institution that issued this document;
* availability of the date of issue of the medical document;
* correspondence of the dates of illness indicated in the medical document with the dates of transport. In case of non-compliance, the document should state "no flight on the dates indicated is recommended".

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

Forced cancellation of carriage in case of death of a passenger or a member of his/her family travelling with him/her on an aircraft shall be certified by a death certificate and documents confirming the fact of kinship. Documents issued outside the territory of the Republic of Kazakhstan must be accompanied by a notarized translation. The following tickets are subject to forced refund: a ticket of a deceased passenger, as well as tickets of his/her family members travelling with him/her on the same aircraft; a passenger's ticket due to the death of his/her family members, even if the deceased family member was not supposed to fly together with the passenger. Family members are defined as spouses, parents and children (adoptive parents and adopted children).

* + - 1. Incorrect execution of passenger's transportation documents due to cancellation of a scheduled stop at a point that is the passenger's point of departure, destination or stop en route.
      2. Refusal of the passenger to fly or to continue the flight due to a delay in departure caused by inspection if the passenger's personal inspection did not reveal any substances or items prohibited for carriage.

The passenger shall make a request to the Airline by filing a formal claim. As a confirmation a copy of the itinerary receipt/printout of the booking/ boarding pass with a note on the passenger's delay due to the duration of his/her inspection and absence of detection of substances and items prohibited for carriage, certified by a personal stamp and/or signature of the Company's Representative or servicing agent, or a copy of the document issued by the service that conducted the inspection, shall be attached.

* + - 1. Cancellation, delay/landing of flight not at destination due to closure of countries/airports airspace.

Forced return/exchange of air tickets is made in accordance with the instructions from the Airline. The airline may recognise a passenger's refusal of carriage as forced in other cases as well. In this case, a passenger's application with indication of other reasons for forced return is considered by the Company individually in a claim procedure.

Other types of involuntary returns will only be made after written authorisation has been obtained in response to a formal written claim/request.

ARTICLE 8.4. THE PROCEDURE FOR CALCULATING MONETARY AMOUNTS UPON TERMINATION OF AIR CARRIAGE CONTRACT.

* + 1. The Airline shall refund the amounts only on the document issued to itself or to the Air Passenger Sales Agent.
    2. The refund is made on the basis of the unused (partially used) document of carriage and/or miscellaneous charges order to the person indicated in these documents, or to the person who paid for the ticket, upon presentation of an identity document. A person who paid for a ticket but is not a passenger specified in the ticket shall apply to the Company or Passenger Air Carriage Sales Agent to make a note in the ticket indicating the person to whom the Company refunds the amount for unused carriage under this ticket.
    3. An application on refusal of air transportation is accepted by the Company within the validity period of a document, but not later than 30 calendar days after expiry of this period. A ticket with used flight coupons is invalid for passenger carriage and refund.
    4. Prior to commencement of transportation, voluntary return of all unused coupons (sections) indicated in the ticket is carried out simultaneously.
    5. Refunds are made during the validity period of the ticket, but no later than 30 days after the expiry date.
    6. Refunds are made in the currency of the original carriage payment or, at the passenger's request, in the national currency of the Republic of Kazakhstan.
    7. The amount of refundable amounts under an unused transportation document is determined by the rules of application of the Company's tariffs.
    8. The amount to be refunded is calculated on the basis of the tariff, fee and currency exchange rate valid on the day of sale of the carriage.
    9. All refunds shall be paid in the same manner in which they were paid when the air carriage was purchased.
    10. If a passenger cancels the transportation, the seat must necessarily be returned to the system. Return (cancellation) of seats is carried out in accordance with the Company's instructions and instructions for working with the relevant reservation system. In case of return (cancellation) of seats by the Passenger Air Carriage Sales Agent, a corresponding note shall be made in the reservation about the reason of seat return. The airline booking and ticketing agent shall independently fill in the mask of the refund document and shall be solely responsible for the data entered. In the e-ticket record, the statuses of flight coupons accepted for refund must be OPEN FOR USE.
    11. In case of cash refund, the Agent for booking and sale of air transport tickets shall cross the route of the receipt diagonally, indicate the information on cash receipt of the amount calculated for refund: "received money in the amount", the amount shall be indicated in capital letters. The entry must be countersigned by the passenger.

CHAPTER 9. PASSENGER SERVICE

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

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

-about time and place (lounge, check-in counter number) for the flight;

-about the end of check-in, availability of free seats, boarding the aircraft;

-about the arrival of the plane;

-about the reason for flight delay on departure/arrival;

-about the rules of transportation of passengers and luggage;

-about the place of booking and purchase of air tickets for the Company's flights;

-about special conditions of carriage requiring agreement with the Carrier.

**9.1.2.** The Carrier does not issue verbal or written information to individuals about the departure and arrival of passengers, about tickets sold, or written information about the availability of seats. Certificates are issued only at the official request of enterprises, institutions and organisations if the request is related to an accident, flight delay or a reason recognised as valid by the Carrier

ARTICLE 9.2 PASSENGER SERVICES ON DEPARTURE

* + 1. Check-in for all Airline flights is completed 40 minutes prior to departure and boarding is completed 20 minutes prior to departure. Passengers must comply with the Check-in Deadline in order to be able to fly and avoid cancellation of the Booking. The Carrier or its Authorised Agent shall inform Passengers of the Check-in Deadline for the first flight operated by the Carrier. If the Passenger's itinerary includes several consecutive flights, it is the Passenger's responsibility to ensure that he/she has all necessary information regarding the Check-in Deadlines in respect of those flights.
    2. Passengers must arrive at the Carrier's flight well in advance in order to complete all check-in formalities related to the journey; Passengers must always comply with the Check-in and Boarding Deadlines. If a Passenger fails to comply with this requirement, or if a Passenger fails to produce all documents required to check-in for a flight, resulting in the Passenger being unable to travel on the Carrier's flight, the Carrier shall have the right to cancel the Booking and the reserved seat of that Passenger, without any liability or obligation to that Passenger.
    3. Passengers must arrive at the Carrier's gate in advance of the boarding time indicated at check-in. If a Passenger fails to arrive at the gate by the time specified to the Passenger by the Carrier as the final boarding time, the Carrier shall be entitled to cancel the Booking and the reserved seat of that Passenger, without any liability or obligation to that Passenger.
    4. The Carrier shall have no responsibility (including, without limitation, responsibility to perform the carriage of the Passenger or to pay indemnity) or liability in respect of a Passenger who fails to comply with the terms of this Clause.

**9.2.5**. A passenger must arrive at the airport to the place of ticket check-in for a domestic flight and baggage clearance well in advance of the scheduled time of aircraft departure specified in the ticket. This time is based on the time sufficient to complete pre-flight administrative formalities (check-in/check-out documents, baggage inspection, etc.) and check-in procedures. When checking-in the Passenger for the flight, the Carrier checks the presence of the following documents: an electronic ticket in the Carrier's check-in system, passport or other identification document, necessary documents that certify the conditions of carriage of certain categories of passengers and their luggage (birth certificate of a child, notarized consent of parents, adoptive parents, guardians or custodians for carriage of a child, medical report, veterinary certificate, etc.). When checking in a passenger, the Carrier verifies that the baggage belongs to the passenger by questioning.

* + 1. The Carrier is not responsible for the Passenger's relations with state services (customs, border, immigration, security), unless otherwise stipulated by international or national legislative documents of the country of departure - transfer - stop over - entry.
    2. If such liability of the Carrier is assumed as required by, for example, an immigration issue, the Carrier shall be obliged and authorised to check all necessary documents at check-in, prior to accepting the Passenger and his/her Baggage for transportation.
    3. A Passenger who is late for check-in or boarding, or who arrives with incorrect or missing entry/departure documents and as a result does not use the seat reserved for him/her, may be charged in accordance with the rules of the relevant tariff.

No fee will be charged if the Passenger does not arrive at check-in:

- for health reasons (in the presence of an official document from a medical institution confirming the impossibility of departure);

- due to cancellation, delay of a connecting flight (only if the passenger ticket is issued on the Carrier's single form), overflight of the boarding point;

ARTICLE 9.3 TRANSIT AND TRANSFER PASSENGERS TRANSPORTATION

* + 1. Transfer passengers - passengers who, in accordance with the air carriage contract, arrive at an intermediate point on one flight and continue on another flight of the same or another carrier. In this case, the carriage must be issued as a single carriage in a single booking (PNR).
    2. In case of transfer carriage in different bookings (PNR), such transfer is considered as "hidden". The airline is not liable to the passenger for loss of passenger's connection or baggage in case of a "hidden" transfer.
    3. Connecting time - time between flights from 50 minutes to 24 hours for flights within the RoK and from 60 minutes to 24 hours for flights to/from the RoK for international destinations. Connection between flights of more than 24 hours is considered a stop over.
    4. The transportation of a passenger who, in accordance with the Passenger and Baggage Air Carriage Agreement, arrives at the airport of transfer on one QAZAQ AIR flight and is further transported on another QAZAQ AIR flight to the route of carriage (hereinafter referred to as a transfer passenger) is carried out in accordance with these rules.
    5. The transportation of a passenger who, in accordance with a Passenger and Baggage air carriage contract, arrives at the airport of transfer on one flight of QAZAQ AIR JSC and is further transported on another flight of another Carrier along the route of carriage (hereinafter referred to as a transfer passenger) is carried out in accordance with interline agreements between the Carriers or M2 Agreements.
    6. An airline or an Airline Reservation and Ticket Agent when issuing a ticket to a passenger on a transit or transfer route of transportation:
       1. Provides booking and confirmation of the booking of the passenger's transportation with a connection at an intermediate airport from the transfer airport to the destination in accordance with the established minimum connection time, allowing the passenger to arrive at the transfer airport for check-in at the established time.
       2. Informs the passenger travelling with a connection or aircraft landing at an intermediate airport of the procedures to be followed by the passenger for onward transportation to his/her destination.
    7. When transfer passengers are booked for transportation, the Air Carriage Booking and Ticketing Agent and the check-in agent must inform the passenger about the time of stay at the intermediate airport and the need to leave the aircraft at the transfer airport.
    8. Informs the passenger about the requirements of state authorities at the airport of transfer for international transportation,
* the time of arrival at the airport of transfer for administrative formalities before the flight departure;
* the procedures to be followed at the point of transit or transfer for onward transport to the destination;
* on the requirements of state authorities at points of transit or transfer in international transport.
  + 1. Informs the passenger about the possibility to check in the baggage as a transfer baggage. The fact of conclusion of the contract of carriage confirms that the transfer passenger agrees that the transfer passenger has been informed about the conditions of the transfer carriage.
    2. Transfer passengers and their baggage are checked in at the airport of initial departure by the servicing organisation only if there is a confirmed reservation for the connecting flight. The check-in agent should clarify with the passenger the final destination of his/her journey, inform about the time of arrival of the flight at the transfer airport.
    3. For layover up to 24 hours, transfer baggage is checked to the final destination or to the point of transfer, depending on the capacity of the airport of departure/transfer and on the requirements of the state authorities at the point of transfer and/or the passenger's wish.
    4. If the passenger stops at the connecting airport for more than 24 hours, the passenger and his/her baggage will be processed only to the point of intermediate landing.

9.3.13 At airports of departure, where it is technically possible to check-in a passenger to the final destination (through check-in), a passenger is issued boarding passes along the entire route and is provided with information that the passenger and his/her baggage are cleared for carriage along the entire flight route (to the destination point).

* + 1. In case of transfer baggage in excess of the free baggage allowance (oversized/heavy/overweight) and through baggage tariff, the baggage carriage is paid due to the through baggage tariff. A receipt for excess baggage or EMD at the through baggage tariff is issued for the entire route of passenger transportartion to the point of destination for layover up to 24 hours.
    2. The service organisation is obliged to provide first of all service for the transfer baggage and only after that for the baggage arriving at the destination. Transfer baggage should be loaded into the baggage compartments of the aircraft at the airport of departure last, so that at the transfer point the baggage is unloaded first.

ARTICLE 9.4. PASSENGER SERVICE ON BOARD THE AIRCRAFT

* + 1. . Passenger service on board an aircraft is an integral part of the complex of services provided by the Company to its customers.
    2. . The main tasks of the aircraft passenger cabin staff are to ensure:
* flight safety;
* high quality passenger service on board.
  + 1. . On board the aircraft, passengers shall be provided with services during the flight, taking into account the duration of the flight, time of day and other specific conditions of the flight.

9.4.4. In-flight services consist of:

* informing
* catering on a chargeable basis when purchased in-flight or pre-booked.
* provision of first aid (if necessary)

9.4.5. To ensure flight safety, smoking on board the aircraft, including electronic cigarettes, is prohibited regardless of the flight duration 9.4.6. To ensure a safe and normal flight, Passenger shall comply with all recommendations of the personnel serving him/her on board, as well as observe generally accepted standards of behaviour without violating the requirements of these Rules.

ARTICLE 9.5. PASSENGER SERVICE ON ARRIVAL

9.5.1. After arrival, the passenger is taken to by the airport terminal where he or she receives his or her checked baggage. When flying internationally, passengers pass:

* passport control;
* customs control.

CHAPTER 10. CONDITIONS OF CERTAIN CATEGORIES OF PASSENGERS TRANSPORTATION ARTICLE 10.1. ESCORTED TRANSPORTATION OF CHILDREN

The age of the child shall be taken into account on the date of commencement of transportation from the initial point of departure specified in the transport document.

* + 1. Document confirming the age of the child must be presented when issuing a passenger ticket and during the check-in procedure. If the actual age of a child does not correspond to the age specified in the ticket, the Company shall have the right to refuse transportation of the child or demand issuance of a new ticket with a discount corresponding to the actual age of the child.
    2. A separate ticket is issued for each child, including children under 2 years of age (up to the age of 2) who do not occupy a seat. The transportation of children under 2 years of age (up to the age of 2) is arranged in one booking with an accompanying adult passenger.
    3. The transportation of children under 12 years of age (up to the age of 12) on international routes, under 15 years of age (up to the age of 15) on domestic routes (within Kazakhstan) is allowed only in cases when there is a confirmed booking on all sections of the route, as well as in case of a special SSR request confirmed by the Airline.
    4. Booking for child transportation aged from 2 to 12 years old (up to the age of 12) on international routes, and aged from 2 to 15 years old (up to the age of 15) on routes within Kazakhstan are made in the same cabin as for an adult passenger accompanied by the child.
    5. The carriage of children aged from 2 to 12 years old (up to the age of 12) on international routes, and aged from 2 to 15 years old (up to the age of 15) on routes within Kazakhstan is recommended to be made in a single booking with an accompanying person in the presence of a single booking class. In case two different bookings are created for a child and an accompanying person, it is mandatory for the Booking and Ticketing Agent to include information about the accompanying person (booking and ticket number) in both bookings in the form of a remark or OSI element.
    6. Minor passengers under 6 years of age (until the age of 6) are carried only when accompanied by an adult passenger.
    7. Child must travel accompanied by a passenger 18 years of age or older (parent, guardian or their proxy) who has acquired full legal capacity in accordance with the laws of the Republic of Kazakhstan and who is able to be responsible for him/her at all stages of the trip, including change of aircraft / flights, check-in formalities, customs and border clearance, etc. Parents (adoptive parents, guardians or custodians) or the person accompanying the child are responsible for compliance with the laws of the country from or to which the child is being transported.
    8. Each adult passenger is entitled to carry only one infant with them without a separate seat. The second, third and other children travelling with the passenger are carried on tickets with payment according to the tariff rules and provision of a separate seat.
    9. Newborn babies are not allowed for transportation during 7 calendar days after birth.

ARTICLE 10.2. TRANSPORTATION OF UNACCOMPANIED CHILDREN AGED FROM 6 TO 16 YEARS

10.2.1 As unaccompanied minor passengers children on domestic and international flights aged from 6 to 16 years (until the age of 16) who are travelling without parents and are not entrusted to any of the passengers are carried. Children under the age of 6 years are transported only when accompanied by an adult passenger.

* + 1. Carriage of unaccompanied children is allowed only when there is a confirmed booking for all sections of the route and when the Airline has confirmed special request SSR: UMNR and SSR: CHLD.
    2. An unaccompanied child must have duly issued exit/entry documents and other documents required by the legislation of the country to, from or through the territory of which the transport will be carried out. Parents (adoptive parents, guardians or custodians) or the person accompanying the child are responsible for compliance with the laws of the country from or to which the child is being transported. State laws may contain restrictions on the independent movement of a child until the child reaches the age of majority. When planning an independent trip for a minor child, it is necessary to check with the embassy or consulate the legal requirements of the country from, to or through the territory of which the transport is carried out.
    3. Transportation of an unaccompanied child is performed only after parents, adoptive parents, guardians or custodians fill in an application form for transportation of an unaccompanied child at the Airline's representative offices or at the check-in desk.

For international transportation, in addition to a passport, "Agreement for transportation of unaccompanied minor and declaration of guardianship", a notarized consent of parents, adoptive parents, guardians or custodians for the departure of a minor citizen of the Republic of Kazakhstan, indicating the period of departure and the state(s) he/she intends to visit, is additionally required.

* + 1. Parents (adoptive parents, guardians) or carers fill in an application form

for the carriage of an unaccompanied child, which includes details of departure/arrival, the person escorting/receiving, addresses, telephone numbers, flight details. The application form requires the applicant's identity document and a document certifying the relationship between the child and the applicant (birth certificate, adoption certificate, document confirming the establishment of guardianship or custody).

* + 1. If the accompanying person is not the parent (adoptive parent, guardian or custodian of the child) for transportation within Kazakhstan, in order to process an application for transportation of an unaccompanied child, it is mandatory to have a notarized Application - Consent of the parents (adoptive parents, guardians) or custodians, allowing the person accompanying the minor citizen to submit any applications, receive any documents, sign and perform all actions and formalities, indicating the date of departure and the city (cities), which (to which) the child will be transported.

In case of international carriage it is additionally required to have a notarized consent of parents, adoptive parents, guardians or custodians for the departure of a minor citizen of the Republic of Kazakhstan indicating the period of departure and the state(s) he/she intends to visit.

* + 1. Unaccompanied minors are not accepted for transportation between 23.00 and 06.00 a.m. in accordance with article 36, paragraph 5, of the Law of the Republic of Kazakhstan of 08 August 2002 "On the Rights of a Child in the Republic of Kazakhstan". Ticket for an unaccompanied child can be issued for the Company's flights on condition of arrival at the destination point not later than 23.00 and not earlier than 06.00 in the morning, and it is not allowed for an unaccompanied child to stay on board a flight which is operated at night from 23.00 to 06.00.
    2. The year of birth of the child must be stated on the passenger ticket and booking. The accompanying child is obliged to present to the Company a document confirming the child's age - birth certificate - when buying a ticket and at check-in. The age of the unaccompanied child is determined on the date of commencement of carriage from the airport of departure. The airline has the right to verify the age of the child.
    3. Unaccompanied children are transported only on regular flights of QAZAQ AIRQ JSC, by direct route. Unaccompanied children are not permitted on transfer flights.
    4. The child is accepted for transport if:
       - parents/guardians or their legal representatives bring the child to the airport in time to check-in and go through all the necessary formalities and remain at the airport until the aircraft takes off;
       - parents/guardians or their legal representatives arrive at the airport to meet the child by the actual arrival time of the flight;
       - the child follows a one-way or round-trip direct route.
       - the carriage of an unaccompanied child has been paid for in accordance with the applicable regulations and tariffs.
       - parents/guardians or their legal representatives have provided all the necessary documents to be presented to the relevant authorised bodies.
       - There is a confirmed booking and a confirmed SSR request for the entire itinerary.
    5. Each unaccompanied child is provided with a separate seat and is allowed free baggage allowance at the rate specified in the applicable tariff rules.
    6. Unaccompanied child carriage is booked 5 calendar days prior to departure. For an unaccompanied child under 16 years of age, it is mandatory to have a confirmed SSR UMNR message in the booking.
    7. Unaccompanied children are checked-in only at the airport check-in desk in the presence of the child's parent (guardian/ custodian). There is no online registration for unaccompanied children.
    8. Boarding of an unaccompanied child into an aircraft is performed by a representative of the Company or an authorised agent before passenger boarding, and he/she is placed under direct supervision of a flight attendant. Upon arrival of the flight to the destination point, a representative of the Company or an authorised agent meets the unaccompanied child, takes accompanying documents from the flight attendant, accompanies the child and hands him/her and documents to the meeting person.
    9. When transporting unaccompanied children, the Company's representatives/authorised agents and flight attendants ensure constant control over the unaccompanied child from the moment the child is taken from his/her parents until the child is handed over to the meeting persons at the point of destination.
    10. The airline reserves the right to refuse carriage of unaccompanied children in case of non-compliance with the relevant rules of carriage of unaccompanied children.
    11. Unaccompanied children are transported in accordance with the QAZAQ AIR JSC Ground Handling Handbook.

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

* + 1. Minors shall independently conclude a contract of carriage by air with the consent of their legal representatives (the consent shall be notarized), otherwise the presence of parents, adoptive parents and guardians is required when concluding air carriage contract. The form of such consent shall be in accordance with the form prescribed by law for a transaction by a minor.
    2. Children from 16 to 18 years of age (until the age of 18) are allowed to travel within the Republic of Kazakhstan unaccompanied in the status of an adult passenger MR, MRS in the presence of a passport or ID card, provided they arrive at their destination no later than 23.00 hours and no earlier than 06.00 am. Notarized consent of parents, adoptive parents, guardians or custodians for carriage and an application for carriage of an unaccompanied child is not required for carriage of minors aged 16 to 18 years (until the age of 18) within the Republic of Kazakhstan.

For international carriage of children from 16 to 18 years (until the age of 18), in addition to a passport, a notarized consent of parents, adoptive parents, guardians or custodians for the departure of a minor citizen of the Republic of Kazakhstan is required, indicating the period of departure and the state(s) he/she intends to visit.

State laws may contain restrictions on the independent movement of a child until the child reaches the age of majority. When planning an independent trip for a minor child, it is necessary to check with the embassy or consulate the legal requirements of the country from, to or through the territory of which the transport is carried out.

* + 1. Minors are not accepted for transportation from 23.00 to 06.00 a.m. in accordance with paragraph 5 of Article 36 of the Law of the Republic of Kazakhstan dated 08 August 2002 "On the Rights of a Child in the Republic of Kazakhstan". Ticket for a minor from 16 years old to 18 years old (until the age of 18) can be issued for the flights of the Airline provided that the minor arrives at the point of destination not later than 23.00 hours and not earlier than 06.00 in the morning.
    2. Minors must have duly issued exit/entry documents and other documents, required by the laws of the country to, from or through the territory to be transported.
    3. A minor between 16 and 18 years of age (until the age of 18) will be issued a ticket at an affordable adult tariff.

ARTICLE 10.4. TRANSPORTATION OF PASSENGERS WITH DISABILITIES, SICK PASSENGERS

**ARTICLE 10.4.1. GENERAL TERMS**

* + - 1. The passenger is obliged to determine the possibility of using air transport based on his/her state of health.
      2. There is no provision for the passenger to sign to accept liability for personal injury or death that may occur during the flight.
      3. These passenger categories are defined in the reservation system by standard special service codes:
         * WCHR - sick or disabled passengers who are able to board the aircraft and walk to their seat but require a wheelchair for the section from/to the aircraft.
         * WCHS - sick or disabled passengers who require a wheelchair on the section from/to the aircraft, who need to be lifted/lowered down the gangway, but the passenger can walk to a seat in the cabin on their own.
         * WCHC - sick or disabled passengers who require a wheelchair if the passenger is unable to travel independently. Requires a wheelchair to/from the aircraft, passenger must be lifted up and down the gangway and taken to a chair on the aircraft.
         * DEAF - the passenger is hearing impaired/deaf. In addition, it is indicated whether the person is accompanied by a guide dog.
         * BLND - passenger is visually impaired / blind. In addition, it is indicated whether the person is accompanied by a guide dog.
         * MEDA - medical case (medical clearance required). Not applicable for mobility-restricted passengers who require specialised maintenance.
         * DPNA passenger with intellectual and mental disability
         * OXYG passenger requires oxygen for medical purposes during the flight
      4. The Company may refuse a passenger in carriage or its continuation if the passenger's health condition may endanger the safety of other passengers and their property, aircraft or crew. The airline may refuse carriage, cancel reservations made or remove passengers from the aircraft for health reasons:
         * who are holding tickets without confirmed reservations, there is no agreement to provide special services along the entire route of carriage;
         * if for technical or medical reasons it is impossible to perform the services required by the passenger on board the aircraft, at the airport of departure and/or destination;
         * that could cause infection or inconvenience to other passengers;
         * The transport of which, even if precautions are taken, may cause danger to themselves or to other persons and property;
         * in case a passenger with special indications (MEDA category) does not have a medical certificate;
         * unable to look after themselves without assistance (provided there is no accompanying person).
      5. The number of disabled passengers, including those with reduced mobility, on a flight shall not exceed the number of cabin crew members (flight attendants) required to assist these passengers in case of evacuation from the aircraft.
      6. The airline has the right to refuse carriage to a disabled or sick passenger if he/she needs special equipment and techniques that are not certified for use on board the aircraft.
      7. The boarding of sick passengers, passengers with disabilities and their accompanying persons shall take place before the boarding of other passengers. Sick passengers, disabled passengers and their travelling companions are the last to disembark.
      8. Sick passengers and passengers with disabilities are accommodated on board the aircraft in the seats determined for each type of aircraft of the Company in accordance with the current regulatory documents of the Company. Sick passengers, passengers with disabilities, and passengers with limited mobility due to medical, age or other obvious indicators are not allowed to be seated next to the emergency exits.

When accommodating sick and disabled passengers in the cabin, the specifics of the carriage must be taken into account. The seats that will be assigned to them shall:

* + - * + not to interfere in case of emergency evacuation in emergency situations;
        + do not obstruct free access to emergency exits.

Accompanying persons are given seats next to sick or disabled passengers.

* + - 1. In order to ensure appropriate conditions of air carriage, passengers are obliged, when making a reservation, to inform about their disabilities, as well as about the size, weight and other characteristics of personal mobility devices (including the availability and technical characteristics of batteries) carried on board the aircraft.
      2. In order to organise transportation of a passenger with reduced mobility, a passenger accompanied by a guide dog, a passenger with an infectious disease, prepare the necessary equipment and aids, it is recommended that the Passenger Air Carriage Sales Agent enter the SSR element for carriage of such a passenger into the booking as early as possible, no later than 5 calendar days prior to flight departure. Tickets are issued only after receiving confirmation of a special request from the Airline with a confirmed booking.

10.4.11. Medical certificate is required for those passengers who require special assistance at the airport of departure/arrival, on board the aircraft. A medical certificate confirms that a sick passenger is able to travel without danger to his/her health and that there is no need for special medical assistance during the flight. The issued certificate must be valid on the date of departure of the flights. In the event of a serious deterioration of health during the period of validity of the medical certificate for a particular flight, a new certificate is required. Sick passengers with diseases for which air carriage is contraindicated according to a medical report are not allowed for carriage.

ARTICLE 10.5. CONDITIONS OF TRANSPORTATION OF PASSENGERS WITH DISABILITIES, SICK PASSENGERS

* + 1. Passengers in wheelchairs are transported with an accompanying person or unaccompanied under the supervision of the Airline upon agreement with the Airline with a confirmed reservation.
    2. Passengers deprived of sight (hearing) are transported with an accompanying person or accompanied by a guide dog or unaccompanied under the supervision of the Airline upon agreement with the Airline with a confirmed reservation.
    3. The airline does not transport the patient on a stretcher due to the lack of technical capabilities of the aircraft.
    4. Transportation of a sick passenger by MEDA is possible only upon presentation of a medical report signed by a doctor, containing permission for transportation by air transport and specifying special requirements to the conditions of transportation of such passenger, and provided that the Company can ensure fulfilment of such special requirements during transportation. MEDA category passengers who require special assistance at the airport of departure/arrival are carried on board the aircraft with an accompanying person.
    5. Transportation of a passenger recognised by a court as legally incapable is performed at the request of parents, adoptive parents or guardians and accompanied by an adult passenger capable of ensuring safety of the legally incapable passenger and safety of surrounding people as agreed with the Company in case of confirmed booking.
    6. A disabled child under 18 years of age (until the age of 18) is accepted for carriage only with an accompanying person (parent/guardian or legal representative) upon agreement with the Airline with a confirmed booking.
    7. A person with a mental disorder shall be accepted for transportation only if accompanied by a person of sufficient physical strength and prepared to use, if necessary, measures to influence the person being accompanied. Transportation is carried out by agreement with the Airline only upon confirmed booking.
    8. The presence of an in-flight care attendant is required for a passenger with an intellectual disability/intellectual disability, who has difficulties in understanding crew instructions, orientation in the surrounding reality, controlling his/her behaviour, who needs constant supervision and care, medical assistance, hygiene and toileting. Transportation is carried out by agreement with the Airline only upon confirmed booking.
    9. Passengers who are capable of self-care, including independent movement, including with the help of auxiliary technical means and/or with minor assistance of other persons, communication, orientation, understanding of instructions and recommendations of crew members, are accepted for carriage unaccompanied upon agreement with the Company with a confirmed booking. If at the stage of check-in there is no accompanying person specified in the booking, in cases when the presence of an accompanying person is mandatory, the passenger is not allowed for carriage.
    10. To ensure timely provision of services upon request, passengers with disabilities and mobility impairments should arrive at the airport of departure well in advance of the start of check-in.
    11. When transporting physically challenged persons and persons with reduced mobility, an authorised agent shall accompany them to/from the aircraft(s).
    12. Sick passengers (persons with disabilities) and their accompanying persons shall board the aircraft before the main part of passengers board. Sick passengers (physically challenged persons) and their accompanying persons must leave last.
    13. For sick and physically challenged passengers, medical drugs, wheelchair, crutches are carried free of charge and are not included in the free baggage allowance. Folding wheelchairs used by passengers whose weight and dimensions allow them to be safely placed in the aircraft cabin on the shelf above the passenger seat or under the seat of the passenger seat in front of them.
    14. Medical supplies and medicines vital to the passenger and carried as hand luggage must comply with the norms for hand luggage dimensions and be accompanied by medical documentation and an appropriate doctor's certificate confirming the passenger's need to use these means.

ARTICLE 10.6. PECULIARITIES OF TRANSPORTATION OF PASSENGERS WITH CHILD AUTISM, ASPERGER'S SYNDROME, ATYPICAL AUTISM

* + 1. Pre-booking of passengers with childhood autism, Asperger's syndrome, atypical autism is a mandatory condition of carriage.
    2. When transporting passengers with child autism, Asperger's syndrome, atypical autism, a representative of the Company or an authorised agent accompanies them to the aircraft after the relevant check-in procedures.
    3. Passengers with child autism, Asperger's syndrome, atypical autism and accompanying persons board the aircraft first before the main part of passengers board and disembark last.
    4. To confirm the diagnosis of childhood autism, Asperger's syndrome, atypical autism, the conclusion of the medical advisory commission, approved by the Order of the Acting Minister of Health of the Republic of Kazakhstan from 30 October 2020 № KR DSM -175/2020 "On approval of forms of accounting documentation in the field of healthcare" (registered in the Register of state registration of normative legal acts for № 21579) form № 026/u is provided.

ARTICLE 10.7. PECULIARITIES OF TRANSPORTATION OF VISUALLY IMPAIRED AND BLIND, HEARING IMPAIRED AND DEAF PASSENGERS

* + 1. A visually impaired passenger may be carried with an accompanying person, accompanied by a guide dog or without an accompanying person under the supervision of the Company.
    2. Pre-booking the carriage of passengers with a visual impairment is a mandatory condition of carriage.
    3. Transportation of a visually impaired passenger accompanied by a guide dog can be performed upon presentation to the Company or an authorised agent of a document confirming the date of establishment of disability of this passenger, a veterinary certificate and a certificate of its special training must be presented for a guide dog. A guide dog travelling with a blind or visually impaired passenger is allowed to be carried free of charge in the passenger cabin of an aircraft in excess of the free baggage allowance. Guide dogs travelling with a visually impaired passenger are transported without a cage. The guide dog must have a collar and muzzle and be strapped to the seat at the feet of the passenger it accompanies.
    4. Visually impaired or blind passengers board the aircraft first before the main part of passengers board and disembark last.

ARTICLE 10.8. PECULIARITIES OF THE TRANSPORTATION OF PASSENGERS IN

* + 1. Passengers in wheelchairs who are able to move independently in the cabin (categories WCHR, WCHS) can be carried both with an accompanying person and unaccompanied under the supervision of the Company.
    2. Pre-booking the carriage of passengers with reduced mobility is a mandatory condition of carriage.
    3. When checking in, the passenger in a wheelchair of WCHR, WCHS category is provided with a seat specially allocated for this category of passengers on board the aircraft depending on the aircraft layout. In order to comfortably accommodate a passenger with a disability, the neighbouring seat will be left vacant if there are seats available. The accompanying passenger is provided with a seat at check-in in close proximity to the accompanied passenger with a disability.
    4. Wheelchair is carried in the baggage compartment of the aircraft, free of charge, in excess of the established free baggage allowance. The wheelchair must be foldable and not exceed the dimensions (when folded): 150\*50 cm.
    5. Organisation of services for passengers in wheelchairs delivery on board the aircraft and to the airport from the aircraft is carried out through airport medical stations.
    6. Special wheelchairs available at airport medical stations/services/organisations are used to transport sick passengers around the cabin on board the aircraft.
    7. Depending on the type of control, the following types of wheelchairs are distinguished. The following coding is used for their designation:

|  |  |
| --- | --- |
| Code | Description |
| WCBD | Battery-powered wheelchair (dry cell powered) |
| WCBW | Battery-powered wheelchair (liquid cell powered) |
| WCMP | Manually operated wheelchair |
| WCLB | Wheelchair with lithium-ion batteries |

* + 1. Wheelchairs powered by electric batteries are accepted for carriage in accordance with IATA and ICAO regulations for the transportation of dangerous goods.

ARTICLE 10.9. PECULIARITIES OF TRANSPORTATION OF PASSENGERS WITH A CAST ON A LEG/AN ARM

* + 1. Passengers with a plaster cast on a leg/arm are accepted for carriage with an accompanying person or without an accompanying person under the supervision of the Airline upon agreement with the Airline.
    2. Advance booking of carriage is a prerequisite for carriage. Carriage is subject to prior agreement with the Airline with a confirmed booking and a confirmed SSR special request.
    3. Crutches are carried free of charge and are not included in the free baggage allowance.
    4. Passengers who have their entire leg/arm plastered and cannot bend the limb at the knee/elbow; both legs/arms; or create obstacles to free movement on the aisle and access to emergency exits, or cause discomfort to a nearby passenger, must purchase one (1) additional seat to allow them to be in a comfortable position during the flight to reduce swelling. Passengers whose limb is plastered to the knee/elbow, does not impede free movement on the aisle and access to the emergency exit and does not cause discomfort to the passenger sitting next to them do not need to purchase an additional seat.
    5. The cast should be applied at least 24 hours before departure, as cabin pressurisation can lead to increased swelling of the leg and deformation of the cast.

When booking

* + 1. For a passenger with a cast on their leg(s), the agent will enter the SSR at the time of booking:

LEGB - both legs in plaster;

LEGR - right leg in cast;

LEGL - left leg in cast;

* + 1. Seating of passengers with a leg cast in the cabin is as follows: LEGL - seat on the right side of the aisle.

LEGR - seat on the port side of the aisle

ARTICLE 10.10. TRANSPORTATION OF PASSENGERS WHO HAVE A NEED FOR MEDICAL OXYGEN FOR THERAPEUTIC PURPOSES

* + 1. Pre-booking of carriage for passengers who have a need for medical oxygen for therapeutic purposes is a mandatory condition of carriage. Carriage is subject to prior agreement with the Airline with a confirmed booking and a confirmed SSR special request.
    2. Booking and registration of transportation for a passenger with oxygen cylinders is carried out at the same time with registration of transportation for an accompanying adult. SSR element is added to the booking to coordinate with the Airline for oxygen carriage.

10.10.3 In order to organise carriage of a sick or disabled passenger, prepare necessary equipment and aids, the Air Passenger Transport Sales Agent is recommended to include the SSR element for carriage of such passenger in the booking as early as possible, not later than 5 calendar days prior to the flight departure.

10.10.4. If a sick passenger needs oxygen on board for medical purposes, it is allowed to carry small cylinders with gaseous oxygen up to 5 kg in weight, provided that such a sick passenger is travelling with a companion and oxygen transportation is agreed with the Airline in advance (special request (MEDA OXYG) is confirmed in the booking). Cylinders with liquid oxygen are not accepted for transportation. The oxygen cylinder must be labelled and numbered as assigned to the equipment. Cylinders, propellers and regulators must be protected against damage that could lead to spontaneous release. If two or more cylinders are transported, a special container with separately secured cylinders is required. Each cylinder must have an attached mask. The passenger or accompanying person must carry the appropriate written authorisation stating the oxygen cylinder number and terms authorising the carriage of this equipment in the cabin of the aircraft. The use of the oxygen cylinder is monitored by the accompanying person.

ARTICLE 10.11. TRANSPORT OF PREGNANT WOMEN

* + 1. Pregnant women with a period of pregnancy up to 22 weeks are transported without providing a doctor's certificate for the flight.
    2. Pre-booking the transportation of a pregnant woman with a period of pregnancy more than 22 weeks is a mandatory condition of carriage.
    3. Pregnant women with a period of pregnancy from 22 weeks to 34 weeks inclusive in case of single pregnancy and from 22 weeks to 32 weeks inclusive in case of multiple pregnancy may be accepted for carriage only on condition of satisfactory state of health, which must be confirmed by a medical organisation's certificate on the period of pregnancy and health status and absence of contraindications to air carriage as of the date of the flight specified in the ticket.
    4. Pregnant women whose pregnancy period exceeds 34 weeks in case of singleton pregnancy, and in case of multiple pregnancy - not more than 32 weeks, provide the conclusion of the medical advisory commission, approved by the order of the Acting Minister of Health of the Republic of Kazakhstan from 30 October 2020 № KR DSM- 175/2020.

"On approval of forms of accounting documentation in the field of healthcare" (registered in the Register of State Registration of Regulatory Legal Acts under No. 21579) form No. 026/u about the state of his health, which is allowed with the registration by a medical organisation not earlier than 30 calendar days before the start of transport. The medical report indicates the duration of pregnancy and provides confirmation that the pregnancy is without complications and that there are no contraindications to air travel on the date of the flight indicated on the ticket.

The period of validity of the opinion is 30 days.

* + 1. The airline refuses to transport pregnant women even in the presence of a medical advisory commission opinion of the approved form No. 026/u, if the date of childbirth is expected within the next 7 calendar days.
    2. Postpartum women and newborn babies are not allowed to be transported during the first 7 calendar days after birth.
    3. For the carriage of children born prematurely in multiple pregnancies, the parents of the children or accompanying adults present a medical certificate for each child, which confirms that the child can be transported by air.

ARTICLE 10.12. TRANSPORTATION OF DEPORTED PASSENGERS AND PASSENGERS ADMINISTRATIVELY DEPORTED

* + 1. Passport, customs and other rules established in accordance with the legislation of the Republic of Kazakhstan apply to passengers arriving in the Republic of Kazakhstan, departing from the Republic of Kazakhstan or travelling in transit/transfer with landing on the territory of the Republic of Kazakhstan, as well as baggage and cargo imported into and exported from the Republic of Kazakhstan.
    2. During border, customs, sanitary-quarantine, veterinary, phytosanitary and other types of control, the passenger and consignor (consignee) must comply with laws and other regulatory documents and fulfil the requirements of the relevant competent state control authorities of the country from (to) which or through the territory of which the passenger, baggage and cargo are transported by air, concerning the fulfilment of aviation security, customs, sanitary-quarantine, immigration and other requirements.
    3. Regulation of relations between state control authorities and a passenger, consignor (consignee) arising in connection with international air transportation of passengers, baggage and cargo is solely within the competence of a passenger, consignor (consignee) and is not the responsibility of the Company.
    4. Passenger in respect of whom a decision has been made that his/her stay in the Republic of Kazakhstan is undesirable must leave the Republic of Kazakhstan in accordance with the procedure stipulated by law. Passenger who fails to leave the territory of the Republic of Kazakhstan within the established time limit is subject to deportation. Deportation is the forced expulsion of a foreign citizen (persons without citizenship) from the Republic of Kazakhstan in case of loss or termination of legal grounds for his further stay (residence) in the Republic of Kazakhstan.
    5. Deportation of foreign nationals is carried out by the migration authorities in co-operation with internal affairs bodies, as well as with other executive authorities and their territorial bodies within the limits of their competence.
    6. If the competent state authorities oblige the Company to return to the airport of departure or another airport a passenger who was denied entry to the country of destination, transfer or transit, the Company shall have the right to demand reimbursement of expenses incurred in this transportation.
    7. The airline has the right to claim reimbursement for expenses incurred (payment of a fine, deposit) in connection with the refusal of this passenger's entry into the country of destination, transfer or transit. Air company shall have the right to demand compensation for damages and to apply for payment of the relevant tariff and reimbursement of all expenses related to deportation of this passenger at the request of the competent authorities, any amounts paid by the passenger or the organisation that issued the Passenger for unused carriage, or any other amounts paid by the passenger or the organisation that paid for the carriage and at the disposal of the Company.
    8. The airline is entitled to information regarding the reasons for the expulsion as it has a responsibility and obligation to ensure the safety of its passengers and therefore can:

- insist that Deportees be accompanied by representatives of authorised bodies with tickets purchased at the applicable tariff;

* accept Deportees for carriage on its flights only upon agreement with the Company not later than 5 hours prior to flight departure and if there are free seats available.
  + 1. If the state authorities oblige the Company to return a deported Passenger to the point of departure or to another point, the Passenger or the organisation deporting him/her shall be obliged to reimburse the Carrier for all expenses incurred in connection with this transportation.
    2. Deportees are placed in the tail section of the cabin. If the Deportee is accompanied by security guards, the guards are provided with seats next to the deportee.
    3. Deportees must not be placed near emergency exits and rescue equipment.
    4. Boarding and disembarkation of these persons is the last priority.

ARTICLE 10.13. TRANSPORTATION OF PASSENGERS EXCLUDED FROM THE COUNTRY

* + 1. Transportation of passengers who are denied entry to the territory of a foreign state and the RoK (excluded Passengers) is performed in accordance with international legislation in the field of Civil Aviation.
    2. "Act of Deportation" is drawn up by the authorised bodies for the excluded passengers who arrived on an Airline flight and were not allowed to enter the country due to lack of visa, expired passport, etc., or for whom the competent state authorities made a decision on deportation from the country.
    3. . The airline has the right to claim reimbursement from the excluded passenger for all costs (and other participating outbound carriers, if any are involved) associated with return transportation, accommodation and meals at the point of denied entry and transfer points on the return route.
    4. The Company shall have the right to pay for incurred expenses by any amounts paid by a passenger or the organisation arranging the passenger, which are at the disposal of the Company, in particular, the amounts paid for air transportation and other services of the Company.
    5. Issuance of a ticket to a passenger who is not allowed to enter the country or deported is carried out on the basis of the "Act of Deportation" in accordance with the Company's technologies.
    6. Non-entry passengers are accommodated in the tail section of the cabin. If the Deportee is accompanied by security guards, the guards are provided with seats next to the deportee.
    7. Deportees must not be placed near emergency exits and rescue equipment.
    8. Boarding and disembarkation of abovу mentioned persons is the last priority.

ARTICLE 10.14. SERVICING OF DIPLOMATIC COURIERS AND THEIR OF BAGGAGE

* + 1. Diplomatic couriers carry diplomatic baggage in the cabin of the aircraft and are required to:
* to have and present at the Carrier's request a document confirming his/her special authorisation as a person accompanying diplomatic mail;
* be responsible for the packing and processing of diplomatic mail in accordance with the provisions of the relevant international conventions and the requirements of the state authorities of the points of departure, destination, transfer;
* responsible for the preservation of diplomatic mail during ground operations.
  + 1. The carriage of diplomatic mail in the cabin of an aircraft accompanied by a diplomatic courier can be formalised by a separate ticket or a receipt of a miscellaneous fee for paid baggage and payment is made in accordance with the rules for the carriage of paid baggage.
    2. When diplomatic mail is transported on a passenger ticket specially issued for this purpose, mail is carried in a passenger seat if its weight does not exceed 75 kilogrammes. If this weight limit is exceeded, two or more tickets may be issued for the carriage of diplomatic baggage and therefore two or more seats may be occupied.

CHAPTER 11. TRANSPORTATION OF BAGGAGE AND CARRY-ON LUGGAGE GENERAL TERMS

* + 1. "Baggage" means personal belongings of a passenger or crew members carried on an aircraft as agreed with the Carrier. The term "baggage" is understood as both checked (carried in the baggage compartment of the aircraft the passenger is travelling in) and unchecked (carried by the passenger in the cabin of the aircraft under his/her own responsibility).
    2. At check-in, the Passenger must present all items carried by him/her for weighing.
    3. In case of full commercial load of the aircraft, the Carrier has the right to limit the acceptance or refuse to carry baggage in excess of the established norm. In this case, the maximum authorised baggage allowance is a maximum of 32kg per adult passenger.
    4. The Carrier has the right to refuse to carry the Passenger's belongings if the weight, dimensions, number of pieces, contents or their packaging do not meet the requirements of these Rules. 11.1.5. Checked-in baggage is carried on the same aircraft the passenger is travelling on. If such carriage is not possible for any reason, the Carrier shall carry the checked-in baggage on its nearest subsequent or preceding flight.
    5. The baggage of a Passenger who fails to report for boarding after check-in, as well as the baggage and hand baggage of a transit Passenger who fails to report for boarding, shall be subject to compulsory removal from the aircraft.
    6. The passenger is responsible for carriage in the baggage of items prohibited for carriage or handed over for carriage without complying with the requirements and conditions of carriage established by these Rules.

ARTICLE 11.2. RIGHT OF INSPECTION

11.2.1. For security reasons and/or at the request of authorised authorities, the Carrier may require Passengers to be searched themselves and/or their Baggage (using infrared rays or other technology). If the Passenger is absent, his Baggage may be scanned or inspected in his absence in order to check, in particular, whether it contains any items prohibited for carriage. If the passenger refuses to be inspected, the carrier may refuse in transportation of the passenger and his baggage. If scanning damages or causes damage to the Baggage or its contents, the Carrier shall not be liable for such damage unless the damage is caused by the Carrier's wilful misconduct.

ARTICLE 11.3. RIGHT TO REFUSE IN BAGGAGE TRANSPORTATION

* + 1. The Carrier has the right, for safety reasons, to refuse to carry or continue the carriage of the Passenger's Baggage if the Baggage contains any of the items prohibited for carriage listed in the laws of the Republic of Kazakhstan, or if the Passenger refuses to follow the Carrier's rules, the Carrier shall not be responsible for ensuring the safety of the Baggage and/or items the Passenger has been refused carriage of.
    2. The Carrier shall have the right, for reasons of safety, hygiene or technical necessity, to refuse to carry any items incompatible with air carriage due to their size, shape, weight, contents, configuration or nature, or to refuse to continue their carriage if said items are discovered during the trip. The Carrier shall not be responsible for securing Baggage and/or items whose carriage has been refused for transportation.
    3. The Carrier has the right to refuse in baggage transportation for which the Passenger refuses to pay a surcharge in accordance with the Regulations.

(b). The Carrier shall not be responsible for securing Baggage and/or items whose carriage has been refused for transportation.

1. The Carrier refuses to transport animals for which the documents required for travelling in accordance with the applicable regulations are not available.
2. The Carrier has the right to refuse carriage in the cargo hold of Baggage which has not been handed over to the Carrier by the Passenger by the Check-in Deadline, subject to the conditions set out in this clause.

ARTICLE 11.4. REQUIREMENTS FOR THE CONTENTS OF BAGGAGE AND CARRY-ON LUGGAGE

11.4.1 In order to ensure aviation safety and flight safety, shall not be accepted for carriage as baggage:

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

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

b) Explosives, means of explosion and objects filled with them; c) Compressed and liquefied gases;

c) Flammable liquids;

d) Flammable solid substances;

e) Oxidising agents and organic peroxides; f) Toxic substances; g) Radioactive materials;

h) Caustic and corrosive substances; i) Poisonous and toxic substances; j) Firearms, cold and gas weapons; k) Toxic substances;

l) Other materials and substances that may be used as an instrument of attack against passengers, crew of the aircraft, as well as endangering the flight of the aircraft.

m) Small personal mobility devices (monowheels, segways/mini segways, hoverboards, gyroscooters) powered by lithium batteries are prohibited as checked baggage and carry-on luggage. These items may only be transported if the lithium battery is removed from the device, and all conditions for transporting lithium batteries as baggage must be met.

n) Biomaterials, blood or its constituent ingredients

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

* + 1. Articles and substances that may be carried in limited quantities as checked passenger baggage carried in aircraft baggage compartments with isolated passenger access to the baggage during the flight:

a) crossbows, diving rifles, draughts, sabres, cleavers, cleavers, yatagans, swords, swords, bayonets, daggers, knives: hunting knives, knives with ejectable blades, with locking locks, imitators of any kind of weapon;

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

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

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

In passenger and/or hand luggage: a) Medical thermometer - one per passenger;

b) Mercury tonometer in a standard case - one per passenger;

c) Barometer or mercury manometer packed in a sealed container and sealed with a sender's seal, only with the permission of the Company;

d) Disposable lighters - one per passenger;

e) Dry ice for cooling perishables - not more than 2.5 kg per passenger; f) 3% hydrogen peroxide - not more than 100 ml per passenger;

f) Liquids, gels and aerosols (this restriction applies to water and other beverages, soups, syrups; creams, lotions and oils; perfumes; sprays; gels, including hair and shower gels; contents of cans, including shaving foam, other foams and deodorants; pastes, including toothpaste; mixtures of liquids and solids; mascara; any other similar substances) classified as non-hazardous: in containers with a capacity not exceeding 100 ml (or equivalent capacity in other units of volume measurement), packed in a securely closing transparent plastic bag with a volume not exceeding 1 litre - one bag per passenger. These bags must necessarily be equipped with a special "zip". Exceptions for carriage are baby food necessary for a child during the flight, medicines necessary during the flight (however, when passing through the inspection, the passenger should bear in mind that he/she will be asked to prove the necessity of these items and substances in the flight);

g) liquids purchased in duty-free shops at the airport or on board the aircraft must be packaged and securely sealed (sealed) in a plastic bag that allows identification of access to the contents of the bag during the flight, on which there is a reliable confirmation that the purchase was made in airport duty-free shops or on board the aircraft on the day(s) of travel.

The Company shall have the right to make a decision on introduction of additional measures to ensure aviation safety on high-risk flights, as a result of which it shall prohibit carriage of the following items in the cabin: corkscrews; hypodermic needles (unless a medical justification is provided); knitting needles; scissors with blade length less than 60 mm; folding (without a lock) travelling knives, penknives with blade length less than 60 mm.

* + 1. Articles and substances that may be carried as a passenger's baggage with the Airline's authorisation:

(a) Small cylinders (gross weight up to 5 kg) of gaseous oxygen or air required for medical purposes. The airline has the right to request a medical certificate on the necessity of using the above mentioned items;

b) Wheelchairs, electric wheelchairs are carried free of charge, in addition to the baggage allowance. Transport of the electric wheelchair is subject to the following conditions: the batteries from the electric wheelchair must be safely attached to the wheelchair, disconnected and insulated beforehand in order to prevent short circuits. If the wheelchair cannot be loaded, secured and unloaded in the upright position only, the battery must be removed. The wheelchair can then be transported without restriction as checked baggage. The removed battery must be transported in a sealed, chemical-resistant container. Batteries must be labelled accordingly. Liquid batteries should only be transported in an vertical position. Lithium-ion batteries shall only be transported in the cabin of the aircraft in airtight packaging, with the battery branding isolated, in accordance with IATA Dangerous Goods Regulations 800 packaging instructions.

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

It is recommended that the passenger co-ordinates with the Airline in advance, in addition, vent plugs should be fitted to batteries that are spillable to prevent leakage wherever possible;

c) Only in carry-on luggage a mercury barometer or mercury thermometer carried by a passenger who is an employee of the state executive body in the field of Hydrometeorology. The barometer or thermometer shall be packaged in a strong outer package containing a sealed inner liner or bag of strong impermeable or puncture-resistant mercury-resistant material that prevents mercury from escaping from the package regardless of its position. The airline (aircraft commander) should have information about the barometer or thermometer;

d) more than two small cylinders of carbon dioxide or other appropriate IATA Category 2.2 TI gas per passenger inserted in a self-inflating lifejacket for inflation purposes, plus not more than two spare charges thereto;

e) Heat-generating items (i.e. battery-powered equipment such as underwater torches and soldering equipment which, if accidentally switched on, will generate large amounts of heat and may cause a fire) may only be carried in carry-on luggage.

The heat-generating component or energy source must be removed to prevent unintended operation during transport.

The passenger is responsible for carriage in the baggage of items prohibited for carriage or handed over for carriage without compliance with the requirements and conditions of carriage established by these rules.

* + 1. Airline has the right to make decisions on introduction of additional measures to ensure aviation safety on flights with increased danger, as a result of which it is prohibited to carry the following items in the aircraft cabin:
       - corkscrews;
       - hypodermic needles (unless a medical report justifying the need for their use during the flight is provided);
       - knitting needles;
       - scissors with a blade length of less than 60 mm;
       - folding (without retainer) travelling knives, penknives with a blade length of less than 60 mm; mercury tonometers;
       - barometers or mercury manometers.
    2. To ensure the safety of baggage, the Airline recommends:
       - Use quality suitcases with secure locks for travelling;
       - to remove the old tags after every flight;
       - to use name address tags on the outside of the luggage;
       - in order to visually identify the baggage, mark it with a ribbon or other individual marking;
       - Wrap the baggage in package to avoid damage to the baggage and to limit access to the contents of the luggage.
    3. The airline does not recommend including in checked baggage:
       - Breakable, fragile items and breakable or rapidly deteriorating items;
       - Money;
       - Keys;
       - Jewellery and products made of precious metals and silver;
       - Natural fur;
       - Electronic equipment;
       - Computer equipment computer components, consoles, software;
       - Audio and video equipment, photo and film equipment, related items;
       - Eyeglasses, binoculars and other optical instruments;
       - Technical, medical and other documentation;
       - Business and personal documents;
       - Securities and belongings;
       - Production equipment and samples / templates;
       - Video/audio tapes, discs, floppy disks and other storage media;
       - Medical supplies, equipment;
       - Photocards, antiques;
       - Things and items that cannot be recovered;
       - Liquids, perfumes, alcoholic beverages;

ARTICLE 11.5. BAGGAGE PACKAGING REQUIREMENTS

* + 1. Each piece of checked-in baggage must have proper packaging ensuring its safety during carriage and handling and excluding the possibility of causing harm to passengers, crew members, third parties, damage to the aircraft, other passengers' baggage or other property. Baggage that does not meet the requirements for carriage will not be allowed.
    2. It is not allowed to combine two or more baggage items with separate packages into one piece.
    3. Baggage with sharp, protruding objects in its packaging, as well as baggage with defective packaging is not allowed for carriage.
    4. Baggage that has external damages that do not affect its safety during carriage and handling and cannot cause harm to passengers, crew members, third parties, damage the aircraft, baggage of other passengers or other property, may be accepted for carriage as checked-in baggage with the consent of the Company. The presence and type of damage is confirmed by the passenger's signature on the back of the baggage tag.
    5. The airline has the right to refuse to accept baggage as checked baggage if the baggage is not placed in a package ensuring its safety under normal conditions of handling.

ARTICLE 11.6. FREE BAGGAGE AND CARRY-ON LUGGAGE ALLOWANCES

* + 1. Free carry-on luggage and baggage allowance is established by the Company.
    2. Passenger baggage allowance by air transport is regulated by the number of pieces, baggage weight in kilograms (kg) and dimensions in the sum of three dimensions.
    3. The passenger has the right to carry his/her baggage free of charge within the established norm according to the purchased tariff.
    4. The free baggage allowance, including items carried by a passenger (carry-on luggage), is set by the Company depending on the aircraft type, booking class, tariff and route.
    5. Free checked-in baggage allowance is specified on the website [www.flyqazaq.com](http://www.flyqazaq.com). The airline has the right to set exceptions to the standard conditions of free baggage allowance on certain routes with notification of the passenger when booking the carriage. Information on free baggage allowance is also communicated to passengers at the place where the carriage is issued.
    6. Checked-in baggage on regular commercial routes Piece Concept baggage allowance.

Free baggage allowance for children under 2 years of age travelling without a seat on domestic and international flights on the airline's routes, where the free baggage allowance is set according to the number of pieces ("Piece Concept") is 0 pieces 0 kg.

A passenger travelling with a child under 2 years of age in one booking may carry a baby carriage weighing up to 10 kg as baggage free of charge.

Each Passenger, except for passengers in the category "Child under 2 years/Infant" without a seat, is entitled to carry free baggage depending on the fare brand:

EASY MODE includes:

Carriage of baggage on a paid basis, according to the current tariffs

OPTIMAL, YOUTH/AGING MODE includes:

Free baggage carriage (1 piece of baggage up to 23kg and dimensions in the sum of three dimensions not exceeding 158 cm);

COMFORTABLE MODE includes:

Free baggage carriage (2 pieces of luggage up to 23kg each with dimensions in the sum of three dimensions not exceeding 158 cm each);

* + 1. Checked-in baggage on subsidised routes, Weight Concept baggage allowance.

The free baggage allowance for children under 2 years of age travelling without a seat on domestic and international flights on routes where the free baggage allowance is set by weight ("WEIGHT CONCEPT") is 0 kg.

Each Passenger, except for passengers of the category "Child under 2 years of age/Infant" without provision of a seat, is entitled to carry free baggage in the amount of:

* + - * 20kg checked baggage + 5kg unchecked baggage (carry-on luggage);
      * The dimensions of the checked-in baggage must not exceed 158 cm in the sum of 3 dimensions.
    1. Airline based on commercial considerations or conditions of agreements between the Company and other Carriers, has the right to increase the norms of free baggage carriage and establish other benefits. Temporarily effective standards shall be enacted and cancelled by written instructions or orders of the Company.
    2. The Airline and the Airline Ticket Reservation and Sales Agent are obliged to inform the passenger about the free baggage allowance established during carriage, as well as about the need to pay for excess baggage or baggage subject to mandatory payment.
    3. Information on free baggage allowance, conditions for returning the issued EMD or MCO is also communicated to passengers at the place of issue of carriage, at the place of issue of carriage.
    4. Passenger baggage allowance by air transport is regulated by the number of pieces, baggage weight in kilograms (kg) and dimensions in the sum of three dimensions.
    5. In case of transfer carriage, the free baggage allowance is set in accordance with the through rate between the final points of carriage. When a layover is up to 24

hours, transfer baggage is checked to the final destination or to the point of transfer, depending on the capacity of the airport of departure/transfer and on the requirements of the state authorities at the point of transfer and/or the passenger's wish. In case of transfer baggage in excess of the free baggage allowance (oversized/heavy/overweight) and through baggage tariff, the baggage carriage is paid due to the through baggage tariff. On through destinations with one or more connections of less than 24 hours: the published through fare for excess baggage (if any) is charged once for the entire carriage. On through routes with one or more connections/stops of more than 24 hours or a turnaround and at the passenger's request to collect his/her baggage at an intermediate airport: excess baggage fees are charged for each flight segment. If transportation is performed using separate tickets for each section of the route, the conditions of free baggage allowance correspond to the norms specified in the tickets for each section of the route. A receipt for excess baggage or EMD at the through baggage tariff is issued for the entire route of passenger transportartion to the point of destination for layover up to 24 hours. If the passenger stops at the connecting airport for more than 24 hours, the passenger and his/her baggage will be processed only to the point of intermediate landing.

* + 1. At the passenger's request, payment for the transportation of baggage in excess of the free baggage allowance is made to the point of stopover or transfer.
    2. If a passenger has presented for transportation more baggage than he/she has declared and paid for in advance, such baggage is accepted for carriage on the same aircraft with the passenger only if there is free tonnage and after appropriate surcharge.
    3. In case of forced change of the route of carriage, if it is required by flight safety and/or aviation safety conditions, as well as in cases when the events are caused by force majeure, the passenger shall carry free of charge the amount of baggage that he/she was allowed to carry on the originally paid route and class of service.
    4. Free checked baggage allowance is valid for the entire route in each direction from the point of baggage check-in to the point of destination or to the first stopover point on the route for more than 24 hours, provided that all flights are performed on the Company's flights.
    5. Free baggage allowance does not apply to:
       - oversized baggage and heavy baggage (baggage one piece of which exceeds 215 cm in the sum of three dimensions);
       - pets and birds, with the exception of guide dogs accompanying visually impaired passengers;

11.6.17. Heavy luggage exceeding the weight of 32 kg is not allowed for transportation.

ARTICLE 11.7. CARRY-ON LUGGAGE AND BELONGINGS CARRIED BY THE PASSENGER.

**11.7.1** Carry-on luggage and items with when the passenger are unchecked baggage.

* + 1. Each passenger having a ticket, except for children carried without a separate seat in the cabin, is allowed to carry carry-on luggage free of charge, the permissible weight of which is established by the Company.
    2. In order to ensure aviation safety, protection of life and health of passengers and crew members of aircraft, items and substances prohibited for carriage by air transport under aviation safety conditions shall not be carried in carry-on luggage.
    3. Permitted carry-on luggage dimensions:
       - free of charge Passenger can carry carry-on luggage up to 5kg and dimensions 40x25x20cm;
       - for an additional fee set by the Carrier the Passenger can carry an increased hand baggage up to 10kg and dimensions 56x41x25;

11.7.5. When handling hand baggage carried in the cabin of an aircraft, the Company or an authorised agent shall be obliged to provide a passenger with a "Carry-on luggage" tag for each presented seat.

* + 1. In case of exceeding the cabin baggage allowance (its non-compliance with any norms established by the Company) a passenger is obliged to hand it over as checked baggage in accordance with the procedure and under the conditions stipulated by the rules of application of the tariff for which the passenger's ticket is issued and these Rules.
    2. If, as a result of checking in carry-on luggage as a separate piece of checked baggage, the free baggage allowance stipulated by the rules of application of the fare at which the passenger's ticket is issued, the passenger is obliged to pay for such excess baggage.
    3. In addition to the established free baggage allowance, a passenger may carry free of charge the following items necessary for him/her during boarding, disembarkation or in-flight, if they are in the passenger's hands and are not enclosed in the baggage:

•Lady's handbag;

•Folder for papers;

•Coat or raincoat;

•Umbrella;

•Printed publications for in-flight reading;

•Baby food and baby travel cradle;

•Wheelchair for the disabled;

•Diplomat or briefcase;

* + 1. The airline is not responsible for carry-on luggage carried in the cabin. In case of flight interruption, the passenger must take his/her carry-on luggage with him/her when disembarking from the aircraft.
    2. Combining baggage is prohibited.
    3. Transportation of products of plant and animal origin, products of their processing, live plants, fish planting material and other cargoes that require special conditions during storage and transport, as an unchecked baggage (i.e. carry-on luggage) is prohibited on QAZAQ AIR JSC flights.
    4. Transportation of products of plant and animal origin is performed as checked baggage in accordance with international treaties of the countries to, from or through the territory of which the carriage is performed, and is included in the free baggage allowance, according to the purchased tariff, subject to compliance with packaging requirements in accordance with the requirements of the current edition of IATA PCR.
    5. Packaging for the carriage of products of plant and animal origin must be of good quality, appropriate to the nature of the product and its properties presented for carriage:
       - fruits and vegetables should be packed in wooden crates, cardboard boxes, with technological holes for free air ventilation inside the package, as well as in wicker baskets, etc., strong enough to protect the contents from crushing. The bottom of the package must have a cushioning material to prevent the possibility of liquid leakage;
       - berries in loose and/or grated form must be packed/filled in metal, glass, ceramic, wooden plastic and other containers, which must be hermetically sealed, withstand internal overpressure depending on the flight altitude and temperature fluctuations and completely exclude the possibility of leakage, spillage or scattering of the contents;
       - live plants, flowers, seedlings, tubers, seeds should be placed in cardboard boxes with ventilated openings or wicker baskets, if it is not prohibited by quarantine regulations of the countries of departure, transfer,

destination and with a quarantine certificate, if required;

* + - * chilled or frozen products of plant and animal origin that require special storage and transport conditions must be packed in special thermally insulated containers/containers, or in combined containers or containers that exclude the possibility of leakage of the contents. The outer packaging may be a wooden, plastic or cardboard container covered inside with a waterproof package. If dry ice is used for cooling, it should be packed in polythene waterproof bags. The contents should be placed in another polythene bag/pouches, tied with an elastic band, then placed in a box and closed on top with polythene package. The box is sealed with adhesive tape.

Special labelling "Top" is placed on the outer sides of the box. Damaged packages will not be accepted for carriage."

ARTICLE 11.8. CARRIAGE OF OUTSIZED AND HEAVY LUGGAGE

* + 1. Transportation of non-standard baggage is performed upon prior agreement with the Airline if technically possible.
    2. Oversized baggage is baggage, the dimensions of one piece of which in the sum of three measurements exceed 158cm, while the maximum dimensions must not exceed 215cm.
    3. Heavy baggage is baggage with the weight of one piece exceeding 25 kg but not exceeding 32 kg, baggage exceeding 32 kg is not allowed for transportation.
    4. Bulky and/or heavy baggage is accepted for carriage provided that the dimensions of the loading hatches and baggage and cargo compartments of the aircraft allow its loading (unloading) onto/from the aircraft and placement on board the aircraft. This baggage must have carrying handles and devices to secure it when travelling to, from and on board the aircraft. At check-in, heavy baggage is labelled with a "HEAVY" tag indicating the weight.
    5. Carriage of oversized and heavy baggage is not subject to the free baggage allowance. Carriage of such baggage shall be paid at the excess baggage tariffs established by the Company.
    6. The airline has the right to refuse to accept large-size and heavy baggage for carriage if it does not meet the requirements stated above.

ARTICLE 11.9. TRANSPORTATION OF ANIMALS

* + 1. Transportation of animals is performed only in the passenger cabin upon prior agreement with the Airline if technically possible.
    2. One adult passenger is allowed to carry only one carrier bag with no more than one animal. The weight together with the bag must not exceed 8 kg, the dimensions of the bag must not exceed 50x35x30 cm.
    3. In order to ensure safety and comfort, no more than two passengers travelling with animals are allowed on one flight of the Airline.
    4. A passenger planning to travel with a pet must agree the transportation of the pet with the Airline.
    5. The agent when booking a ticket for a passenger carrying an animal must enter SSR; PETC.
    6. For convenience, for a fee, the passenger can transport the pet on the neighbouring seat, this service is available at the airport of departure, at check-in and subject to availability of seats in the cabin.
    7. When transporting domesticated animals (birds), the passenger is obliged to submit the necessary documents stipulated by the legislation of the Republic of Kazakhstan, international treaties and the legislation of the country to, from or through the territory of which the transport is carried out.

Domestic tame animals (birds) during transport must be placed in a container (cage) that provides the necessary comfort during transport, with access to air and a reliable lock (lock).

The owner of the animal/bird is obliged to use a container for transport, the construction and material of which allows safe transport and protects the animal/bird from damage during transport. The bottom of the container or carrier bag should be tight, moisture-proof and covered with a non-toxic absorbent material. The design of the container or carrier bag must prevent spillage of absorbent material.

* + 1. Guide dogs and service dogs are accepted for carriage in the cabin of an aircraft upon prior agreement with the Company only in the presence of a muzzle, collar and leash. Transportation of a visually impaired passenger accompanied by a guide dog can be performed upon presentation to the Company or an authorised agent of a document confirming the date of establishment of disability of this passenger, a veterinary certificate and a certificate of its special training must be presented for a guide dog. For a service dog, the passenger must present a document confirming the special training of the dog and a document stating that the passenger is an employee of the canine service of a state executive authority. Passengers carrying a dog in the passenger compartment without a container are provided with seats at the end of the passenger compartment (except for seats near the emergency exits). In flight, the dog must be placed in the passenger seat area of the passenger it is accompanying, tethered at its feet, must not interfere with the performance of standard service procedures, fulfil its natural needs on board and threaten the hygienic condition of the passenger cabin. Your dog must be wearing a muzzle and collar throughout the flight.
    2. Passengers with animals are not allowed in the area of emergency exits, near kitchens and toilets. Animals are not allowed in the passenger seat area of other passengers.
    3. The airline shall not be liable for bodily injury, disease or death of such animals and birds, nor shall it be liable for refusal to import or transport them through any country or territory.
    4. There are special rules for importing animals for a number of states. In advance, the passenger can find out the necessary information on the rules of import of animals into the country of destination at the embassy or consulate of the country, from, to or through the territory of which the transport is carried out.
    5. A passenger may be refused in transportation of an animal in cases where:
       - transportation of an animal is not previously agreed with the Airline and not confirmed by the Airline;
       - there are no documents required for the transport of the animal;
       - the transport of the animal is unpaid;
       - the animal exhibits threatening or anxious behaviour;
       - there is a threat to the health and safety of others or disruption of passenger services on board the aircraft.
    6. Not allowed to be transported by air:
       - sick and experimental animals, the air carriage of which as baggage is prohibited by the legislation of the Republic of Kazakhstan, international treaties, as well as the legislation of the country to, from or through the territory of which the carriage is carried out;
       - reptiles;
       - rodents;
       - insects;
       - fish and fish planting material;
       - marine and river animals requiring transportation in the water;
       - wild animals.

ARTICLE 11.10. BAGGAGE CARRIED IN A PASSENGER SEAT IN THE CABIN OF AN AIRCRAFT

* + 1. Transportation of baggage in a passenger seat in the cabin of an aircraft is performed upon prior agreement with the Company if technically possible.
    2. Baggage requiring special transport conditions (e.g. valuable, fragile, brittle, breakable items) may be accepted for transportation in a passenger seat in the aircraft cabin if:
       - the passenger has agreed this service with the Airline in advance and received a confirmation for transportation;
       - the baggage underwent a special aviation security check using technical means of inspection.

The weight of such luggage may not exceed 75kg and its dimensions may not exceed 110x42x50cm.

* + 1. Passenger must pay for an extra seat at the baggage free fare applicable for carriage of an adult passenger, the cost of which is 100% of the available baggage free fare, excluding airport handling charges, subject to YR tax, if applicable. No excess baggage transport fee will be charged in this case. There is no free baggage allowance for an extra seat for baggage in a passenger seat.
    2. Baggage carried in the passenger seat must be packed in such a way as to prevent damage to the aircraft cabin equipment during its transport. The packaging of baggage carried in the cabin of an aircraft must have devices for securing it in the passenger seat.
    3. Baggage carried in the passenger seat is placed on the passenger seat by the porthole and secured with a seat belt.
    4. Baggage carried in the aircraft cabin is delivered to the aircraft, lifted, placed in the cabin, removed from the aircraft and delivered from the aircraft by the passenger carrying the baggage.
    5. Baggage requiring special transport conditions and carried in a passenger seat in the aircraft cabin is not subject to registration. The Passenger is responsible for its integrity and safety.

ARTICLE 11.11. TRANSPORTATION OF MUSICAL INSTRUMENT

* + 1. Transportation of musical instruments is subject to prior agreement with the Airline.
    2. Transportation of musical instruments is performed both in the baggage compartment and in the passenger cabin, subject to prior agreement with the Airline.

11.11.3 Musical instrument weighing up to 10 kg and having dimensions up to 120 x 50 x 30 cm together with a case is allowed as one piece of carry-on luggage, if the service is booked in advance.

* + 1. When musical instruments weighing more than 10 kg but not more than 75 kg and having dimensions not exceeding 120 x 50 x 30 cm are transported in the cabin of an aircraft, the rules for the carriage of baggage in a passenger seat apply.
    2. Musical instruments whose dimensions exceed the established baggage dimensions for transportation in a passenger seat (as well as instruments with smaller dimensions at the passenger's request) are carried according to the general rules of carriage of checked-in free and excess baggage in the baggage compartment of the aircraft in a package that ensures the safety of the instrument during transportation.
    3. Passengers travelling with musical instruments should contact the check-in desk at the airport to check-in.

ARTICLE 11.12. TRANSPORTATION OF ARMS AND AMMUNITION

* + 1. During the flight passengers are prohibited to carry firearms, gas and cold weapons of all kinds, as well as their moulage.
    2. Weapons and ammunition for hunting and sporting purposes are accepted for carriage if the passenger has the appropriate documents for these weapons, unloaded and packed in a special case. These items are only carried as checked baggage.
    3. The carrying of weapons by persons on duty shall be carried out only with a special permit issued in accordance with the established procedure and in compliance with the relevant laws and regulations of the State authorities.
    4. Weapons are transported unloaded, packed, in passenger baggage, in compartments of the aircraft isolated from the passenger compartments. Ammunition shall be transported packed, separate from weapons.
    5. Gas weapons are carried in the passenger's luggage in a packed form. Ammunition for gas weapons may not be transported.
    6. Persons authorised to keep and transport weapons but not on duty shall have their weapons confiscated and surrendered to the Carrier's representative for the duration of the flight. Blades and knives that are part of national dress, as well as souvenirs available for sale imitating weapons, are accepted for carriage and must be checked in the baggage for the duration of the flight. Items that by their appearance resemble weapons (e.g. toys), pyrotechnic devices (rockets, firecrackers, sparklers, etc.), other items that can be used for intimidation and attack (bicycle chains, batons, scissors and other cutting and stabbing objects) are also not accepted for carriage as unchecked baggage.
    7. If the route of the Carrier's aircraft crosses a state border, the issue of carrying weapons on board must be regulated in advance by the relevant authorities of the states concerned in order to comply with the laws and regulations in force in those states.
    8. Acceptance, registration, carriage and issue of weapons to passengers in case of permitted carriage of weapons of all types, ammunition for firearms is performed in accordance with the requirements of the Airline's instruction on the procedure for carriage of weapons and ammunition on aircraft.
       - Aviation Security Service (ASS) is responsible for accepting the weapon for carriage, drawing up the necessary documents, delivering it to the aircraft at the airport of departure and issuing it at the airport of destination.
       - Acceptance of a weapon from a passenger for temporary storage for the period of the flight is formalised by a report drawn up in 3 copies, signed by the passenger-owner of the weapon and an ASS employee. The first copy of the act is also signed by the Carrier and left at the airport of departure in the ASS, the second copy is given to the Carrier, the third copy is given to the passenger to collect the weapon at the airport of destination. The ASS officer informs the passenger-owner of the weapon about the procedure for obtaining it at the airport of destination.
       - Employees of the Federal Guard Service of the Republic of Kazakhstan, the State Courier Service under the Government of the Republic of Kazakhstan, who have appropriate travel orders and are in the performance of their official duties, as well as servicemen and employees of other paramilitary organisations, who have advisory travel orders and are escorting escorted convoyed persons, shall not transfer weapons for temporary storage during the flight.
       - Long-barrelled weapons, the dimensions of which when disassembled do not allow them to be placed in (standard) metal lockable boxes, shall be transported in isolated baggage or cargo compartments of aircraft in passenger packaging sealed by ASS (special container, case, briefcase, pouch) and meeting aviation safety requirements.
       - The transfer of the weapon to the passenger at the airport of destination is carried out by an ASS upon presentation by the passenger-owner of the weapon of the third copy of the act, his/her identity document, the document for the right to carry and store the weapon, and, if necessary, the relevant permit for its import/export into the territory of the Republic of Kazakhstan.
       - Weapons unclaimed by a passenger at the airport of destination shall be handed over by an aviation security officer to the internal affairs authorities.
       - Individuals who own weapons and ammunition must have a permit for the right to own and carry each weapon issued by the relevant Ministry of Internal Affairs body with a mark of the trade organisation on the sale of these weapons or a duplicate of the permit. Advance enquiry 24 hours prior to departure is required. Employees of state bodies, carrying out domestic intelligence activities, who are in the performance of their official duties, associated with the escort of the arrested (suspect), transportation of material evidence, criminal cases and other official documents and materials, employees of subdivisions of the State Courier Service transporting special mail and special cargo, personnel of the military guard escorting escorted persons, employees of the State Guard Service of the Republic of Kazakhstan who are on duty related to escorting protected persons, if there are appropriate marks in the travel certificate. Advance enquiry 24 hours prior to departure is required.

ARTICLE 11.13. TRANSPORT OF FRAGILE AND VALUABLE ITEMS

11.13.1. The airline is not responsible for the safety of fragile and perishable items, as well as for broken glass containers and spilled liquids inside suitcases. Passenger must not place money, documents, articles of precious stones and metals, cameras, laptops, video cameras, mobile phones, keys, etc. in their checked baggage. The passenger is obliged to carry these items with him/her, without putting them in the carry-on luggage.

ARTICLE 11.14. DIPLOMATIC BAGGAGE

* + 1. Transportation of diplomatic baggage is performed upon prior agreement with the Airline.
    2. Diplomatic couriers carry diplomatic baggage in the cabin of the aircraft and are required to:
       - to have and present at the request of the Company a document confirming his/her special authorisation as a person accompanying a diplomatic mail;
       - be responsible for the packing and processing of diplomatic mail in accordance with the provisions of the relevant international conventions and the requirements of the state authorities of the points of departure, destination, transfer;
       - be responsible for the security of diplomatic mail during ground operations.
    3. In the case of transportation of diplomatic baggage as carry-on luggage, such baggage is the only piece of carry-on luggage allowed in the cabin.
    4. When carrying in the cabin of an aircraft diplomatic mail, the dimensions of which exceed the established dimensions for carriage as carry-on luggage, but do not exceed 120x50x30cm, the rules of transportation of baggage in a passenger seat apply
    5. Diplomatic mail, the size of which exceeds the established dimensions of baggage for transportation in a passenger seat, is carried according to the general rules of transportation of checked-in free and excess baggage in the baggage compartment of the aircraft in packaging that ensures safety during transport.

ARTICLE 11.15. TRANSPORTATION OF SPORTS EQUIPMENT

* + 1. Transportation of sports equipment is subject to prior agreement with the Airline.
    2. Transportation of bulky equipment. Large-sized equipment such as:
       - tandem bikes; hang glider;
       - canoes and kayaks;
       - windsurfing equipment;
       - sports poles;
       - sports spears;
       - sports equipment exceeding the dimensions in the sum of 3 dimensions 158cm.
    3. Transportation of large-sized sports equipment requires mandatory agreement with the Airline and is not included in the free baggage allowance. Sports equipment heavier than 32kg will not be accepted for transportation.
    4. Transportation of ski equipment, water skis, skating equipment and golf equipment.

Transportation of ski equipment, water skis, skating equipment and golf equipment requires prior agreement with the Airline.

Ski equipment, water skis, skating equipment and golf equipment are not included in the free baggage allowance. Carriage of such baggage shall be paid at the excess baggage tariffs established by the Company.

* + 1. Transportation of a bicycle.

Air transportation of a bicycle requires prior approval from the Airline. Carrying a bicycle is not included in the free baggage allowance. Transportation of such baggage shall be paid at the excess baggage tariffs established by the Company. Safe transport of the bicycle is ensured by following the following rules: the handlebars of the bicycle are fixed parallel to the frame; the air in the chambers is deflated to avoid pressure changes during the flight; the pedals are removed; protruding and sharp parts are wrapped in plastic or cardboard to protect the rest of the luggage; the bicycle is packed in a dense bag or cardboard box.

* + 1. Transportation of scuba diving equipment. For the transportation of baggage with diving equipment, prior approval with the Airline is required. The diving kit contains one piece each of the following equipment: compressed air tank; tank straps; regulator; measuring device; mask; knife; torch; gun for hunting underwater; wetsuit; pair of flippers; pair of shoes and socks; protective waistcoat.

Only empty cylinders with the valve open or removed will be accepted for air transport. The equipment is packed in a special case.

Scuba diving equipment is not included in the free baggage allowance.

Transportation of such baggage shall be paid at the excess baggage tariffs established by the Company.

* + 1. Fishing equipment.

Transportation of fishing equipment requires prior approval from the Airline. Fishing equipment includes: no more than two rods; a net; a reel; a properly packed tackle container; a pair of special shoes.

Transportation of fishing equipment is not included in the free baggage allowance. Carriage of such baggage shall be paid at the excess baggage tariffs established by the Company.

ARTICLE 11.16. TRANSPORTATION OF MEAT AND DAIRY PRODUCTS

Transportation of raw meat, fish (raw, smoked, dried, salted) and products containing raw meat, fish is allowed on the Company's flights only as checked baggage, provided that the following conditions are met:

1. Transportation as carry-on luggage is prohibited.
2. Packaging should be at least 3 layers: airtight polythene film; paper or cardboard box; dense airtight polythene film. Damaged packages will not be accepted for transportation.
3. Raw meat, fish should be in a frozen state.
4. It is prohibited to transit/transfer baggage containing meat, fish.

Transportation of fermented milk products as baggage and carry-on luggage is prohibited on the Company's flights with the exception of children's and special dietary food prescribed for medical reasons.

ARTICLE 11.17. BAGGAGE CLAIM

* + 1. The passenger is obliged to receive the checked-in baggage immediately after its presentation for release on the basis of the baggage receipt and the tear-off coupon of the numbered baggage tag.
    2. Checked-in baggage is issued to the passenger who has presented a tear-off baggage tag coupon for each piece of baggage or to another person who has a notarized power of attorney from the passenger and has presented a tear-off baggage tag coupon for each piece of baggage.
    3. If a person claiming to receive baggage cannot present a baggage receipt and a tear-off coupon of a baggage tag, the Company may release the baggage to such a person only upon presentation of documents proving his/her identity and sufficient evidence of his/her rights to this baggage. It is obligatory to draw up a report on the release of such luggage.
    4. Baggage reclaim is performed at the airport to which the baggage was accepted for transportation. However, at the passenger's request, baggage may also be released at the passenger's point of departure prior to the beginning of his/her carriage or transfer, if baggage release at these points is not prohibited by the established rules and if time and circumstances allow for release. In case of such baggage reclaim at the point of departure or at an intermediate boarding point, all amounts previously paid by the Company in connection with carriage of this baggage shall not be refunded. In case of changes in the baggage claim information, such changes are communicated to passengers in a timely manner. The airline delivers the checked baggage to the airport of destination, or the transfer prescribed in the passenger's ticket.
    5. In case of difficulty in baggage collection a passenger can ask for assistance to the Company's employees or its authorised agent at the airport.
    6. In case of delay in baggage delivery, its shortage, damage (deterioration) or loss, as well as in case of baggage delivery without presenting the baggage receipt and the tear-off coupon of the baggage number tag, a statement of carriage failure shall be drawn up, which shall be signed by the person receiving the baggage and the Company or its authorised agent.

ARTICLE 11.18. SEARCH, POSSESSION, MISPLACED AND BAGGAGE WITHOUT PAPERS

* + 1. The passenger's baggage is stored at the airport of destination free of charge for two days, including the day of arrival of the aircraft on which the checked-in baggage was delivered. Further storage of the baggage is provided by the Airline or the servicing organisation.
    2. Expenses for storage of baggage beyond the free storage period shall be reimbursed by the passenger - baggage owner in accordance with the procedure established by the civil legislation of the Republic of Kazakhstan, at tariffs established by the Company or the servicing organisation.
    3. Storage of baggage that is not delivered to the airport of destination within the time period according to the passenger's document of transportation due to the fault of the Company shall be at the expense of the Company.
    4. A passenger's baggage that does not have a baggage tag and whose owner has not been identified is considered to be undocumented baggage.
    5. The baggage of a passenger from the moment of its delivery to the airport of destination, including non-documented baggage not received after six months, is considered unclaimed and is sold or destroyed by the Company in accordance with the legislation of the Republic of Kazakhstan.
    6. The airline or its authorised agent shall take measures to search for the passenger - owner of the baggage within the established storage period before selling the baggage as unclaimed.
    7. If the search for the owner of the checked-in baggage yielded positive results, the Company or its agent sends a written notification to the owner of the checked-in baggage about the necessity to collect the baggage and the procedure of baggage collection or delivery.
    8. Checked-in baggage is stored for six months from the day the owner of the checked-in baggage is notified of the need to collect the baggage, and if the owner of the checked-in baggage is not found - from the day the aircraft arrives at the airport. If the passenger fails to receive the checked baggage after the specified period, the baggage may be sold or destroyed in accordance with the procedure established by the regulatory legal acts of the Republic of Kazakhstan.
    9. Carry-on luggage and items forgotten by a passenger on board the aircraft and found after the flight are stored at the airport of their discovery for six months from the date of arrival of the aircraft at the airport. After six months from the date of arrival of the aircraft at the airport, carry-on luggage and belongings may be sold or destroyed in accordance with the procedure established by the laws and regulations of the Republic of Kazakhstan.
    10. Perishable products in unclaimed or undocumented baggage are subject to destruction in case of spoilage. The impossibility of their further storage in the luggage is formalised by an act confirming the fact of spoilage.
    11. If the Company has not given the checked-in baggage to a passenger at the airport to which the baggage should be delivered according to a passenger air transportation agreement, then upon a written request of a passenger issued on the basis of a transportation document, the Company shall take necessary measures to search for the checked-in baggage.

The airline provides search for baggage immediately upon presentation by a passenger of a claim on non-receipt of baggage.

* + 1. If the airline fails to deliver the registered baggage subject to customs clearance to the passenger at the airport to which the baggage is to be delivered under the passenger air transportation agreement, the Company shall be obliged to inform the passenger about the actions to be taken by the passenger in accordance with the customs legislation of the Republic of Kazakhstan or the legislation of the country to which the baggage is to be delivered in order to deliver the baggage to the address specified by the passenger.
    2. If the checked baggage is not found within 21 days from the day of filing a claim for non-receipt of the baggage, the passenger has the right to claim compensation for the damage caused by the loss of the checked baggage.
    3. If the checked-in baggage is found, the Company ensures notification of the owner of the checked-in baggage and its delivery to the airport without charging an additional fee.
    4. In case of arrival at the airport of the checked-in baggage, the numbered baggage tag of which indicates an airport (point) different from the airport(s), (point(s) to which the baggage should be delivered according to the passenger air transportation agreement (sent baggage), or the checked-in baggage that arrived at the airport without a numbered baggage tag and was not claimed by the passenger (undocumented baggage), the Company shall ensure search for the owner of such baggage and its storage during the whole time of the search for the owner of the baggage.
    5. If there are baggage requests, the Airline ensures baggage dispatch in accordance with the baggage request.
    6. In case of arrival at the airport without documented baggage, the Airline ensures drawing up of a baggage irregularity report (PIR). Undocumented luggage is weighed, opened, its contents described and sealed. Baggage shall be opened by a commission established by the Company or the servicing organisation.
    7. If the non-documented baggage is found to comply with the requests, the baggage is delivered in accordance with this request.

CHAPTER 12. ADMINISTRATIVE PROCEDURE ARTICLE 12.1. GENERAL TERMS

* + 1. The regulation of relations between state authorities and the passenger is solely within the competence of the passenger and is not the responsibility of the carrier. The carrier is not responsible for the availability, authenticity and correctness of documents issued by state authorities during transportation.
    2. The passenger is obliged to comply with all laws, ordinances, rules and regulations of the competent authorities of the country from which, to which or through the territory of which his carriage is performed, relating to the fulfilment of special control requirements, passport, customs, currency, sanitary, quarantine and other formalities specified in the TIM (Travel Information Manual), as well as the rules and instructions of the carrier.
    3. The passenger must present at check-in the entry, exit, medical and other documents required by the laws, regulations, rules and regulations of the competent authorities of the countries affected by the transportation.
    4. The Carrier has the right to refuse in transportation to a passenger whose documents are incomplete or incorrect. The Carrier shall not be liable to the passenger for losses or expenses arising from non-compliance with laws, rules, and regulations of competent state authorities.

ARTICLE 12.2. PAYMENT OF FINES AND OTHER EXPENSES

12.2.1 If the Carrier has to pay a fine for the passenger, pay a deposit or incur any other expenses due to non-compliance by the passenger or the organisation that issued the passenger's ticket with the laws, regulations, rules and orders of the state authorities of any country to, from or through the territory of which the carriage is performed, the passenger and the organisation or person who paid for the passenger ticket are obliged to reimburse the Carrier on demand for all amounts paid by the Carrier.

12.2.2. The Carrier has the right to apply to the payment of such expenses any sums paid by the passenger or by the organisation that paid for the passenger ticket and which are at the Carrier's disposal.

ARTICLE 12.3. CUSTOMS AND SECURITY CONTROL

12.3.1. During customs control the passenger is obliged to fulfil the requirements of the state customs authorities, to be present at the inspection of his/her checked baggage and carry-on luggage. The Carrier is not responsible for passenger's late arrival (check-in) due to customs control and other control procedures.

CHAPTER 13. LIABILITY IN THE TRANSPORTATION OF PASSENGERS AND BAGGAGE BY AIR

**ARTICLE 13.1. GENERAL TERMS**

* + 1. . Liability in the carriage of passengers and luggage is defined:
       - the terms and conditions of the air carriage contract (passenger ticket);
       - regulatory legal acts of the Republic of Kazakhstan;
       - by international air transport treaties;
       - agreements between the Airlines (airports, airlines, carriers, aircraft and passenger service agents); these Rules and other acts of the Company.
    2. . The Carrier shall be liable for damage to the life or health of a passenger caused during air carriage, unless it proves that the damage was caused by force majeure or the intent of the victim. Air carriage of a passenger covers the period from the moment the passenger boards the aircraft until the moment the passenger leaves the aircraft, regardless of whether the aircraft is flown or not. The carrier's liability for harm to the life or health of a passenger caused during air carriage on international flights is determined in accordance with international treaties ratified by the Republic of Kazakhstan.
    3. In the case of domestic transportation:

For loss, shortage and (or) damage (spoilage) of checked-in baggage, the carrier reimburses damages, unless it proves that the loss, shortage or damage (spoilage) of baggage occurred through no fault of its own, in the following amounts for: loss or shortage of baggage accepted for carriage with a declared value, in the amount of the declared value;

damage to baggage - in the amount by which the value of the baggage has been reduced, and if it is impossible to restore the damaged baggage - in the amount of its value.

For the loss, shortage and (or) damage (spoilage) of the passenger's belongings, the carrier shall compensate for the damage in the amount by which the value of the belongings was reduced, if the passenger proves that the damage was caused through the fault of the carrier. The amount of damage caused must be proved by the Passenger personally.

If the loss, shortage and (or) damage (deterioration) of baggage or any item included therein affects the value of the checked-in and baggage tagged baggage carried on the same flight, the total value of all such baggage must be taken into account when determining the amount of compensation.

Along with reimbursement of established damage caused by the loss, shortage or damage (spoilage) of baggage, the Carrier shall refund to the sender (recipient) the carriage fee charged for the carriage of lost, missing, spoilt or damaged baggage, if this fee is not included in the price of the air ticket.

* + 1. When performing international carriage, the carrier's liability is determined in accordance with international treaties ratified by the Republic of Kazakhstan, the Warsaw Convention and the Hague Protocol amending this Convention; the Convention for the Unification of Certain Rules relating to International Carriage by Air (Montreal, 28 May 1999).

ARTICLE 13.2. CONDITIONS EXCLUDING THE CARRIER'S LIABILITY

* + 1. The Carrier's liability shall not exceed the amount of direct losses actually incurred.
    2. The Carrier is not responsible for changes in the schedule if the passenger is notified 14 calendar days prior to the expected date of departure by sending a sms-notification to the passenger's contact number indicated at the time of booking.

The Carrier shall not be liable or indemnify for any loss or damage arising directly or indirectly from its compliance with the laws, ordinances and regulations, and orders of public authorities and these regulations, or from the Passenger's failure to comply therewith.

* + 1. The Carrier shall not be liable for damage caused through no fault of the Carrier or for any reason beyond its control (including: natural disaster, weather conditions, act of unlawful interference, requirements of state authorities, etc.).
    2. The Carrier shall not be liable to the passenger for a claim brought against him by or on behalf of a person who has intentionally caused damage resulting in death, injury, bodily harm to the passenger or damage to his baggage during carriage.
    3. . The Carrier is not liable if the harm to the passenger's life or health was caused by the passenger's state of health.
    4. . The Carrier shall be released from liability if he proves that the loss, shortage or damage to the baggage was caused by circumstances which he could not prevent or the elimination of which was beyond his control, in particular, due to the following:
       - the fault of the person who delivered or received the luggage;
       - the natural properties of the items being transported;
       - defects in packaging that could not have been noticed during external inspection of the accepted baggage;
       - special properties of items or substances in the baggage that require special conditions or precautions during their carriage and storage.
    5. The carrier is not responsible:
       - for the shortage of the weight of the transported baggage if it arrives and is handed over to the passenger in good packaging, without any signs of theft or damage, unless the passenger proves that the shortage of baggage occurred and was the fault of the carrier;
       - for delay in baggage delivery due to circumstances beyond the carrier's control, in particular due to unfavourable weather conditions, natural disaster, interference in the transportation process by unauthorised persons, etc.;
       - for damage to fragile and delicate items, money, jewellery;
       - for the safety of perishable products carried by passengers as checked baggage;
       - for minor external damage to the baggage packaging due to its natural wear and tear and transportation in normal conditions, without intentional intent on the part of the Carrier or its authorised employees;
       - precious metals, silverware, valuable and business papers, medicines, keys, passports, certificates and other items that are not accepted as checked baggage, regardless of whether the carrier is aware of the presence of these items in the baggage or not.

ARTICLE 13.3. PASSENGER LIABILITY DURING TRANSPORTATION

13.3.1. If the carrier has suffered damage through the fault of the passenger, the passenger shall be liable for material damage to the extent of the damage caused and the proven loss of profit.

* + 1. The passenger is liable for non-compliance:
       - the rules of carriage (photography, filming and use of radio communication equipment, etc.);
       - regulations on fire safety, sanitary-hygienic and sanitary-antiepidemic;
       - regulations on the transport of dangerous substances or objects;
       - flight safety rules (attempting to open the door or hatch of the aircraft; not wearing a seatbelt, smoking in an inappropriate place, etc.)

13.3.3. The passenger is responsible for violation of public order in airport terminals and city agencies, airports, airfields and aircraft, including responsibility for unlawful actions against other passengers and carrier's personnel.

13.3.4. The limits of administrative and criminal liability shall be established in accordance with the legislation of the Republic of Kazakhstan.