

# **BILLET D'ÉTAT No. XI, 2008**

**30<sup>th</sup> July, 2008**

*Page*

Projet de Loi entitled “The Aviation  
(Bailiwick of Guernsey) Law, 2008”

## **VOLUME II**

Schedules 6 to 18

328

**(NB The Arrangement of Sections is contained in Volume I.  
Page numbering continues from Volume I)**

**SCHEDULE 6**

Section 149(4)(b)

**THE WARSAW CONVENTION 1929 AS AMENDED BY  
ADDITIONAL PROTOCOL NO. 1 OF MONTREAL**

1. The provisions of the Warsaw/MAP1 Convention are the same as the provisions of the Warsaw Convention set out in Schedule 5 save that -

- (a) references in the Warsaw Convention to 'this Convention' and cognate expressions, shall for the purpose of this Schedule be construed as references to the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal, 1975, and
- (b) Article 22 shall be replaced with the following -

**"Article 22**

(1) In the carriage of passengers the liability of the carrier for each passenger is limited to the sum of 8,300 Special Drawing Rights. Where, in accordance with the law of the court seised of the case, damages may be awarded in the form of periodic payments, the equivalent capital value of the said payments shall not exceed this limit. Nevertheless, by special contract, the carrier and the passenger may agree to a high limit of liability.

(2) In the carriage of registered baggage and of cargo, the liability of the carrier is limited to a sum of 17 Special Drawing Rights per kilogramme, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that the sum is greater than the consignor's actual interest in delivery at destination.

(3) As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 332 Special Drawing Rights per passenger.

(4) The sums mentioned in terms of the Special Drawing Right in this Article shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value of such currencies in terms of the Special Drawing Right at the date of the judgement. The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is a Member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund, in effect at the date of the judgement, for its operations and transactions. The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is not a Member of the International Monetary Fund, shall be calculated in a manner determined by that High Contracting Party.

Nevertheless, those States which are not Members of the International Monetary Fund and whose law does not permit the application of the

provisions of paragraphs 1, 2 and 3 of Article 22 may at the time of ratification or accession or at any time thereafter declare that the limit of liability of the carrier in judicial proceedings in their territories is fixed at a sum of 125,000 monetary units per passenger with respect to paragraph 1 of Article 22; 250 monetary units per kilogramme with respect to paragraph 2 of Article 22; and 5,000 monetary units per passenger with respect to paragraph 3 of Article 22. This monetary unit corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. These sums may be converted into the national currency concerned in round figures. The conversion of these sums into national currency shall be made according to the law of the State concerned."

**SCHEDULE 7**

Section 149(4)(c)

**THE WARSAW CONVENTION WITH THE AMENDMENTS MADE IN IT  
BY THE HAGUE PROTOCOL:**

**Part I: The English Text**

**CONVENTION FOR THE UNIFICATION OF CERTAIN RULES  
RELATING TO INTERNATIONAL CARRIAGE BY AIR**

**CHAPTER I**

*Scope — Definitions*

**Article 1**

(1) This Convention applies to all international carriage of persons, baggage or cargo performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.

(2) For the purposes of this Convention, the expression international carriage means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties or within the territory of a single High Contracting Party if there is an agreed stopping place within the territory of another State, even if that State is not a High Contracting Party. Carriage between two points within the territory of a single High Contracting Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of this Convention.

(3) Carriage to be performed by several successive air carriers is deemed, for the purposes of this Convention, to be one undivided carriage if it has been regarded by the parties as a single operation, whether it had been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of the same State.

## **Article 2**

(1) This Convention applies to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in Article 1.

(2) This Convention shall not apply to carriage of mail and postal packages.

## **CHAPTER II**

### *Documents of Carriage*

#### *Section 1 — Passenger Ticket*

## **Article 3**

(1) In respect of the carriage of passengers a ticket shall be delivered containing

- (a) an indication of the places of departure and destination;
- (b) if the places of departure and destination are within the territory of a single High Contracting Party, one or

more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;

- (c) a notice to the effect that, if the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage.

(2) The passenger ticket shall constitute prima facie evidence of the conclusion and conditions of the contract of carriage. The absence, irregularity or loss of the passenger ticket does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject to the rules of this Convention. Nevertheless, if, with the consent of the carrier, the passenger embarks without a passenger ticket having been delivered, or if the ticket does not include the notice required by paragraph (1) (c) of this Article, the carrier shall not be entitled to avail himself of the provisions of Article 22.

### *Section 2 — Baggage Check*

#### **Article 4**

(1) In respect of the carriage of registered baggage, a baggage check shall be delivered, which, unless combined with or incorporated in a passenger ticket which complies with the provisions of Article 3, paragraph (1), shall contain:

- (a) an indication of the places of departure and destination;
- (b) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;
- (c) a notice to the effect that, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to baggage.

(2) The baggage check shall constitute prima facie evidence of the registration of the baggage and of the conditions of the contract of carriage. The absence, irregularity or loss of the baggage check does not affect the existence of the validity of the contract of carriage which shall, none the less, be subject to the rules of this convention. Nevertheless, if the carrier takes charge of the baggage without a baggage check having been delivered or if the baggage check (unless combined with or incorporated in the passenger ticket which complies with the provisions of Article 3, paragraph (1) (c)) does not include the notice required by paragraph (1) (c) of this Article, he shall not be entitled to avail himself of the provisions of Article 22, paragraph (2).

### *Section 3 — Air Waybill*

## **Article 5**



(1) Every carrier of cargo has the right to require the consignor to make out and hand over to him a document called an "air waybill"; every consignor has the right to require the carrier to accept this document.

(2) The absence, irregularity or loss of this document does not affect the existence or the validity of the contract of carriage which shall, subject to the provisions of Article 9, be none the less governed by the rules of this Convention.

#### **Article 6**

(1) The air waybill shall be made out by the consignor in three original parts and be handed over with the cargo.

(2) The first part shall be marked "for the carrier", and shall be signed by the consignor. The second part shall be marked "for the consignee"; it shall be signed by the consignor and by the carrier and shall accompany the cargo. The third part shall be signed by the carrier and handed by him to the consignor after the cargo has been accepted.

(3) The carrier shall sign prior to the loading of the cargo on board the aircraft.

(4) The signature of the carrier may be stamped; that of the consignor may be printed or stamped.

(5) If, at the request of the consignor, the carrier makes out the air waybill, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

#### **Article 7**

The carrier of cargo has the right to require the consignor to make out separate waybills when there is more than one package.

#### **Article 8**

The air waybill shall contain:

- (a) an indication of the places of departure and destination;
- (b) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;
- (c) a notice to the consignor to the effect that, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo.

#### **Article 9**

If, with the consent of the carrier, cargo is loaded on board the aircraft without an air waybill having been made out, or if the air waybill does not include the notice required by Article 8, paragraph (c), the carrier shall not be entitled to avail himself of the provisions of Article 22, paragraph (2).

#### **Article 10**

(1) The consignor is responsible for the correctness of the particulars and statements relating to the cargo which he inserts in the air waybill.

(2) The consignor shall indemnify the carrier against all damage suffered by him, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor.

#### **Article 11**

(1) The air waybill is *prima facie* evidence of the conclusion of the contract, of the receipt of the cargo and of the conditions of carriage.

(2) The statements in the air waybill relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are *prima facie* evidence of the facts stated; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill to have been, checked by him in the presence of the consignor, or relate to the apparent condition of the cargo.

#### **Article 12**

(1) Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the aerodrome of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air waybill, or by requiring it to be returned to the aerodrome of departure. He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.

(2) If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.

(3) If the carrier obeys the orders of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill.

(4) The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with Article 13. Nevertheless, if the consignee declines to accept the waybill or the cargo, or if he cannot be communicated with, the consignor resumes his right of disposition.

### **Article 13**

(1) Except in the circumstances set out in the preceding Article, the consignee is entitled, on arrival of the cargo at the place of destination, to require the carrier to hand over to him the air waybill and to deliver the cargo to him, on payment of the charges due and on complying with the conditions of carriage set out in the air waybill.

(2) Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the cargo arrives.

(3) If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee is entitled to put into force against the carrier the rights which flow from the contract of carriage.

**Article 14**

The consignor and the consignee can respectively enforce all the rights given them by Articles 12 and 13, each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract.

**Article 15**

(1) Articles 12, 13 and 14 do not affect either the relations of the consignor or the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

(2) The provisions of Articles 12, 13 and 14 can only be varied by express provision in the air waybill.

(3) Nothing in this Convention prevents the issue of a negotiable air waybill.

**Article 16**

(1) The consignor must furnish such information and attach to the air waybill such documents as are necessary to meet the formalities of customs, octroi or police before the cargo can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier or his servants or agents.

(2) The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

**CHAPTER III***Liability of the Carrier*

**Article 17**

The carrier is liable for damage sustained in the event of the death or wounding of a passenger or any bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

**Article 18**

(1) The carrier is liable for damage sustained in the event of the destruction or loss of, or of damage to, any registered baggage or any cargo, if the occurrence which caused the damage so sustained took place during the carriage by air.

(2) The carriage by air within the meaning of the preceding paragraph comprises the period during which the baggage or cargo is in charge of the carrier, whether in an aerodrome or on board an aircraft, or, in the case of a landing outside an aerodrome, in any place whatsoever.

(3) The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an aerodrome. If, however, such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

**Article 19**

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo.

**Article 20**

The carrier is not liable if he proves that he and his servants or agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

#### **Article 21**

If the carrier proves that the damage was caused by or contributed to by the negligence of the injured person the court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

#### **Article 22**

(1) In the carriage of persons the liability of the carrier for each passenger is limited to the sum of two hundred and fifty thousand francs. Where, in accordance with the law of the court seised of the case, damages may be awarded in the form of periodical payments the equivalent capital value of the said payments shall not exceed two hundred and fifty thousand francs. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

(2)

(a) In the carriage of registered baggage and of cargo, the liability of the carrier is limited to a sum of two hundred and fifty francs per kilogramme, unless the passenger or consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the passenger's or consignor's actual interest in delivery at destination.

(b) In the case of loss, damage or delay of part of registered baggage or cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the loss, damage or delay of a part of the registered baggage or cargo, or of an object contained therein, affects the value of other packages covered by the same baggage check or the same air waybill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

(3) As regards objects of which the passenger takes charge himself the liability of the carrier is limited to five thousand francs per passenger.

(4) The limits prescribed in this Article shall not prevent the court from awarding, in accordance with its own law, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

(5) The sums mentioned in francs in this Article shall be deemed to refer to a currency unit consisting of 65  $\frac{1}{2}$  milligrams of gold of millesimal fineness 900. These sums may be converted into national currencies in round figures. Conversion of the sums into national currencies other than gold shall, in



case of judicial proceedings, be made according to the gold value of such currencies at the date of the judgment.

### **Article 23**

(1) Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.

(2) Paragraph (1) of this Article shall not apply to provisions governing loss or damage resulting from the inherent defect, quality or vice of the cargo carried.

### **Article 24**

(1) In the case covered by Articles 18 and 19 any action for damages, however founded, can only be brought subject to the conditions and limits set out in this Convention.

(2) In the cases covered by Article 17 the provisions of the preceding paragraph also apply, without prejudice to the questions as to who are the persons who have the right to bring suit and what are their respective rights.

### **Article 25**

The limits of liability specified in Article 22 shall not apply, if it is proved that the damage resulted from an act or omission of the carrier, his servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that he was acting within the scope of his employment.

**Article 25A**

(1) If an action is brought against a servant or agent of the carrier arising out of damage to which this Convention relates, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the limits of liability which that carrier himself is entitled to invoke under Article 22.

(2) The aggregate of the amounts recoverable from the carrier, his servants and agents, in that case, shall not exceed the said limits.

(3) The provisions of paragraphs (1) and (2) of this Article shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

**Article 26**

(1) Receipt by the person entitled to delivery of baggage or cargo without complaint is *prima facie* evidence that the same has been delivered in good condition and in accordance with the document of carriage.

(2) In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his disposal.

(3) Every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid.

(4) Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

#### **Article 27**

In the case of the death of the person liable, an action for damages lies in accordance with the terms of this Convention against those legally representing his estate.

#### **Article 28**

(1) An action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the court having jurisdiction where the carrier is ordinarily resident, or has his principal place of business, or has an establishment by which the contract has been made or before the court having jurisdiction at the place of destination.

(2) Questions of procedure shall be governed by the law of the court seised of the case.

#### **Article 29**

(1) The right to damages shall be extinguished if an action is not brought within two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

(2) The method of calculating the period of limitation shall be determined by the law of the court seised of the case.

#### **Article 30**

(1) In the case of carriage to be performed by various successive carriers and falling within the definition set out in the third paragraph of Article 1,

each carrier who accepts passengers, baggage or cargo is subjected to the rules set out in this Convention, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.

(2) In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

(3) As regards baggage or cargo, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier who performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

## CHAPTER IV

### *Provisions relating to Combined Carriage*

#### **Article 31**

(1) In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Convention apply only to the carriage by air, provided that the carriage by air falls within the terms of Article 1.

(2) Nothing in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Convention are observed as regards the carriage by air.

## CHAPTER V

### *General and Final Provisions*

#### **Article 32**

Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the carriage of cargo arbitration clauses are allowed, subject to this Convention, if the arbitration is to take place within one of the jurisdictions referred to in the first paragraph of Article 28.

#### **Article 33**

Nothing contained in this Convention shall prevent the carrier either from refusing to enter into any contract of carriage, or from making regulations which do not conflict with the provisions of this Convention.

#### **Article 34**

The provisions of Articles 3 to 9 inclusive relating to documents of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of an air carrier's business.

#### **Article 35**

The expression "days" when used in this Convention means current days not working days.

#### **Article 36**

The Convention is drawn up in French in a single copy which shall remain deposited in the archives of the Ministry for Foreign Affairs of Poland and of which

one duly certified copy shall be sent by the Polish Government to the Government of each of the High Contracting Parties.

#### **Article 40A**

(1) (This paragraph is not reproduced. It defines "High Contracting Party".)

(2) For the purposes of the Convention the word territory means not only the metropolitan territory of a State but also all other territories for the foreign relations of which that State is responsible.

*(Articles 37, 38, 39, 40 and 41 and the concluding words of the Convention are not reproduced. They deal with the coming into force of the Convention.)*

#### **Additional Protocol**

##### **(With reference to Article 2)**

The High Contracting Parties reserve to themselves the right to declare at the time of ratification or of accession that the first paragraph of Article 2 of this Convention shall not apply to international carriage by air performed directly by the State, its colonies, protectorates or mandated territories or by any other territory under its sovereignty, suzerainty or authority.

### **Part II: The French Text**

## **CONVENTION POUR L'UNIFICATION DE CERTAINES REGLES RELATIVES AU TRANSPORT AERIEN INTERNATIONAL**

### **CHAPITRE IER**

#### **OBJET — DEFINITIONS**

#### **Article 1er**

(1) La présente Convention s'applique à tout transport international de personnes, bagages ou marchandises, effectué par aéronef contre rémunération. Elle s'applique également aux transports gratuits effectués par aéronef par une entreprise de transports aériens.

(2) Est qualifié transport international, au sens de la présente Convention, tout transport dans lequel, d'après les stipulations des parties, le point de départ et le point de destination, qu'il y ait ou non interruption de transport ou transbordement, sont situés soit sur le territoire de deux Hautes Parties Contractantes, soit sur le territoire d'une seule Haute Partie Contractante si une escale est prévue sur le territoire d'un autre Etat, même si cet Etat n'est pas une Haute Partie Contractante. Le transport sans une telle escale entre deux points du territoire d'une seule Haute Partie Contractante n'est pas considéré comme international au sens de la présente Convention.

(3) Le transport à exécuter par plusieurs transporteurs par air successifs est censé constituer pour l'application de la présente Convention un transport unique lorsqu'il a été envisagé par les parties comme une seule opération, qu'il ait été conclu sous la forme d'un seul contrat ou d'une série de contrats, et il ne perd pas son caractère international par le fait qu'un seul contrat ou une série de contrats doivent être exécutés intégralement dans le territoire d'un même Etat.

## **Article 2**

(1) La Convention s'applique aux transports effectués par l'État ou les autres personnes juridiques de droit public, dans les conditions prévues à l'article 1er.

(2) La présente Convention ne s'applique pas au transport du courrier et des colis postaux.

CHAPITRE II  
TITRE DE TRANSPORT

*SECTION 1 — BILLET DE PASSAGE*

**Article 3**

(1) Dans le transport de passagers, un billet de passage doit être délivré, contenant:

- (a) l'indication des points de départ et de destination;
- (b) si les points de départ et de destination sont situés sur le territoire d'une même Haute Partie Contractante et qu'une ou plusieurs escales soient prévues sur le territoire d'un autre Etat, l'indication d'une de ces escales;
- (c) un avis indiquant que si les passagers entreprennent un voyage comportant une destination finale ou une escale dans un pays autre que le pays de départ, leur transport peut être régi par la Convention de Varsovie qui, en général, limite la responsabilité du transporteur en cas de mort ou de lésion corporelle, ainsi qu'en cas de perte ou d'avarie des bagages.

(2) Le billet de passage fait foi, jusqu'à preuve contraire, de la conclusion et des conditions du contrat de transport. L'absence, l'irrégularité ou la perte du billet n'affecte ni l'existence ni la validité du contrat de transport, qui n'en sera pas moins soumis aux règles de la présente Convention. Toutefois, si, du consentement du transporteur, le passager s'embarque sans qu'un billet de passage



ait été délivré, ou si le billet ne comporte pas l'avis prescrit à l'alinéa 1(c) du présent article, le transporteur n'aura pas le droit de se prévaloir des dispositions de l'article 22.

## ***SECTION 2 — BULLETIN DE BAGAGES***

### **Article 4**

(1) Dans le transport de bagages enregistrés, un bulletin de bagages doit être délivré qui, s'il n'est pas combiné avec un billet de passage conforme aux dispositions de l'article 3, alinéa 1er, ou n'est pas inclus dans un tel billet, doit contenir:

- (a) l'indication des points de départ et de destination;
- (b) si les points de départ et de destination sont situés sur le territoire d'une même Haute Partie Contractante et qu'une ou plusieurs escales soient prévues sur le territoire d'un autre Etat, l'indication d'une de ces escales;
- (c) un avis indiquant que, si le transport comporte une destination finale ou une escale dans un pays autre que le pays de départ, il peut être régi par la Convention de Varsovie qui, en général, limite la responsabilité du transporteur en cas de perte ou d'avarie des bagages.

(2) Le bulletin de bagages fait foi, jusqu'à preuve contraire, de l'enregistrement des bagages et des conditions du contrat de transport. L'absence, l'irrégularité ou la perte du bulletin n'affecte ni l'existence ni la validité du contrat de transport, qui n'en sera pas moins soumis aux règles de la présente Convention.

Toutefois, si le transporteur accepte la garde des bagages sans qu'un bulletin ait été délivré ou si, dans le cas où le bulletin n'est pas combiné avec un billet de passage conforme aux dispositions de l'article 3, alinéa 1(c), ou n'est pas inclus dans un tel billet, il ne comporte pas l'avis prescrit à l'alinéa 1(c) du présent article, le transporteur n'aura pas le droit de se prévaloir des dispositions de l'article 22, alinéa 2.

### ***SECTION 3 — LETTRE DE TRANSPORT AERIEN***

#### **Article 5**

(1) Tout transporteur de marchandises a le droit de demander à l'expéditeur l'établissement et la remise d'un titre appelé: "lettre de transport aérien"; tout expéditeur a le droit de demander au transporteur l'acceptation de ce document.

(2) Toutefois, l'absence, l'irrégularité ou la perte de ce titre n'affecte ni l'existence, ni la validité du contrat de transport qui n'en sera pas moins soumis aux règles de la présente Convention, sous réserve des dispositions de l'article 9.

#### **Article 6**

(1) La lettre de transport aérien est établie par l'expéditeur en trois exemplaires originaux et remise avec la marchandise.

(2) Le premier exemplaire porte la mention "pour le transporteur"; il est signé par l'expéditeur. Le deuxième exemplaire porte la mention "pour le destinataire"; il est signé par l'expéditeur et le transporteur et il accompagne la marchandise. Le troisième exemplaire est signé par le transporteur et remis par lui à l'expéditeur après acceptation de la marchandise.

(3) La signature du transporteur doit être apposée avant l'embarquement de la marchandise à bord de l'aéronef.

(4) La signature du transporteur peut être remplacée par un timbre; celle de l'expéditeur peut être imprimée ou remplacée par un timbre.

(5) Si, à la demande de l'expéditeur, le transporteur établit la lettre de transport aérien, il est considéré jusqu'à preuve contraire, comme agissant pour le compte de l'expéditeur.

#### **Article 7**

Le transporteur de marchandises a le droit de demander à l'expéditeur l'établissement de lettres de transport aérien différentes lorsqu'il y a plusieurs colis.

#### **Article 8**

La lettre de transport aérien doit contenir:

- (a) l'indication des points de départ et de destination;
- (b) si les points de départ et de destination sont situés sur le territoire d'une même Haute Partie Contractante et qu'une ou plusieurs escales soient prévues sur le territoire d'un autre Etat, l'indication d'une de ces escales;
- (c) un avis indiquant aux expéditeurs que, si le transport comporte une destination finale ou une escale dans un pays autre que le pays de départ, il peut être régi par la Convention de Varsovie qui, en général, limite la

responsabilité des transporteurs en cas de perte ou d'avarie des marchandises.

#### **Article 9**

Si, du consentement du transporteur, des marchandises sont embarquées à bord de l'aéronef sans qu'une lettre de transport aérien ait été établie ou si celle-ci ne comporte pas l'avis prescrit à l'article 8, alinéa (c), le transporteur n'aura pas le droit de se prévaloir des dispositions de l'article 22, alinéa 2.

#### **Article 10**

(1) L'expéditeur est responsable de l'exactitude des indications et déclarations concernant la marchandise qu'il inscrit dans la lettre de transport aérien.

(2) Il supportera la responsabilité de tout dommage subi par le transporteur ou par toute autre personne à l'égard de laquelle la responsabilité du transporteur est engagée à raison de ses indications et déclarations irrégulières, inexactes ou incomplètes.

#### **Article 11**

(1) La lettre de transport aérien fait foi, jusqu'à preuve contraire, de la conclusion du contrat, de la réception de la marchandise et des conditions du transport.

(2) Les énonciations de la lettre de transport aérien, relatives au poids, aux dimensions et à l'emballage de la marchandise ainsi qu'au nombre des colis, font foi jusqu'à preuve contraire; celles relatives à la quantité au volume et à l'état de la marchandise ne font preuve contre le transporteur qu'autant que la vérification en a été faite par lui en présence de l'expéditeur, et constatée sur la

lettre de transport aérien, ou qu'il s'agit d'énonciations relatives à l'état apparent de la marchandise.

## **Article 12**

(1) L'expéditeur a le droit, sous la condition d'exécuter toutes les obligations résultant du contrat de transport, de disposer de la marchandise, soit en la retirant à l'aérodrome de départ ou de destination, soit en l'arrêtant en cours de route lors d'un atterrissage, soit en la faisant délivrer au lieu de destination ou en cours de route à une personne autre que le destinataire indiqué sur la lettre de transport aérien, soit en demandant son retour à l'aérodrome de départ, pour autant que l'exercice de ce droit ne port préjudice ni au transporteur, ni aux autres expéditeurs et avec l'obligation de rembourser les frais qui en résultent.

(2) Dans le cas où l'exécution des ordres de l'expéditeur est impossible, le transporteur doit l'en aviser immédiatement.

(3) Si le transporteur se conforme aux ordres de disposition de l'expéditeur, sans exiger la production de l'exemplaire de la lettre de transport aérien délivré à celui-ci, il sera responsable, sauf son recours contre l'expéditeur, du préjudice qui pourrait être causé par ce fait à celui qui est régulièrement en possession de la lettre de transport aérien.

(4) Le droit de l'expéditeur cesse au moment où celui du destinataire commence, conformément à l'article 13 ci-dessous. Toutefois, si le destinataire refuse la lettre de transport ou la marchandise, ou s'il ne peut être atteint, l'expéditeur reprend son droit de disposition.

## **Article 13**

(1) Sauf dans les cas indiqués à l'article précédent, le destinataire a le droit, dès l'arrivée de la marchandise au point de destination, de demander au

transporteur de lui remettre la lettre de transport aérien et de lui livrer la marchandise contre le paiement du montant des créances et contre l'exécution des conditions de transport indiquées dans la lettre de transport aérien.

(2) Sauf stipulation contraire, le transporteur doit aviser le destinataire dès l'arrivée de la marchandise.

(3) Si la perte de la marchandise est reconnue par le transporteur ou si, à l'expiration d'un délai de sept jours après qu'elle aurait dû arriver, la marchandise n'est pas arrivée, le destinataire est autorisé à faire valoir vis-à-vis du transporteur les droits résultant du contrat de transport.

#### **Article 14**

L'expéditeur et le destinataire peuvent faire valoir tous les droits qui leur sont respectivement conférés par les articles 12 et 13, chacun en son propre nom, qu'il agisse dans son propre intérêt ou dans l'intérêt d'autrui, à condition d'exécuter les obligations que le contrat impose.

#### **Article 15**

(1) Les articles 12, 13 et 14 ne portent aucun préjudice ni aux rapports de l'expéditeur et du destinataire entre eux, ni aux rapports des tiers dont les droits proviennent, soit de l'expéditeur, soit du destinataire.

(2) Toute clause dérogeant aux stipulations des articles 12, 13 et 14 doit être inscrite dans la lettre de transport aérien.

(3) Rien dans la présente Convention n'empêche l'établissement d'une lettre de transport aérien négociable.

#### **Article 16**

(1) L'expéditeur est tenu de fournir les renseignements et de joindre à la lettre de transport aérien les documents qui, avant la remise de la marchandise au destinataire, sont nécessaires à l'accomplissement des formalités de douane, d'octroi ou de police. L'expéditeur est responsable envers le transporteur de tous dommages qui pourraient résulter de l'absence, de l'insuffisance ou de l'irrégularité de ces renseignements et pièces, sauf le cas de faute de la part du transporteur ou de ses préposés.

(2) Le transporteur n'est pas tenu d'examiner si ces renseignements et documents sont exacts ou suffisants.

### CHAPITRE III

#### *RESPONSABILITÉ DU TRANSPORTEUR*

##### **Article 17**

Le transporteur est responsable du dommage survenu en cas de mort, de blessure ou de toute autre lésion corporelle subie par un voyageur lorsque l'accident qui a causé le dommage s'est produit à bord de l'aéronef ou au cours de toutes opérations d'embarquement et de débarquement.

##### **Article 18**

(1) Le transporteur est responsable du dommage survenu en cas de destruction, perte ou avarie de bagages enregistrés ou de marchandises lorsque l'événement qui a causé le dommage s'est produit pendant le transport aérien.

(2) Le transport aérien, au sens de l'alinéa précédent, comprend la période pendant laquelle les bagages ou marchandises se trouvent sous la garde du transporteur, que ce soit dans un aéroport ou à bord d'un aéronef ou dans un lieu quelconque en cas d'atterrissage en dehors d'un aéroport.

(3) La période du transport aérien ne couvre aucun transport terrestre, maritime ou fluvial effectué en dehors d'un aéroport. Toutefois lorsqu'un tel transport est effectué dans l'exécution du contrat de transport aérien en vue du chargement, de la livraison ou du transbordement, tout dommage est présumé, sauf preuve contraire, résulter d'un événement survenu pendant le transport aérien.

#### **Article 19**

Le transporteur est responsable du dommage résultant d'un retard dans le transport aérien de voyageurs, bagages ou marchandises.

#### **Article 20**

Le transporteur n'est pas responsable s'il prouve que lui et ses préposés ont pris toutes les mesures nécessaires pour éviter le dommage ou qu'il leur était impossible de les prendre.

#### **Article 21**

Dans le cas où le transporteur fait la preuve que la faute de la personne lésée a causé le dommage on y a contribué, le tribunal pourra, conformément aux dispositions de sa propre loi, écarter ou atténuer la responsabilité du transporteur.

#### **Article 22**

(1) Dans le transport des personnes, la responsabilité du transporteur relative à chaque passager est limitée à la somme de deux cent cinquante mille francs. Dans le cas où, d'après la loi du tribunal saisi, l'indemnité peut être fixée sous forme de rente, le capital de la rente ne peut dépasser cette limite. Toutefois par une convention spéciale avec la transporteur, le passager pourra fixer une limite de responsabilité plus élevée.

(2)



- (a) Dans le transport de bagages enregistrés et de marchandises, la responsabilité du transporteur est limitée à la somme de deux cent cinquante francs par kilogramme, sauf déclaration spéciale d'intérêt à la livraison faite par l'expéditeur au moment de la remise du colis au transporteur et moyennant le paiement d'une taxe supplémentaire éventuelle. Dans ce cas, le transporteur sera tenu de payer jusqu'à concurrence de la somme déclarée, à moins qu'il ne prouve qu'elle est supérieure à l'intérêt réel de l'expéditeur à la livraison.
  - (b) En cas de perte, d'avarie ou de retard d'une partie des bagages enregistrés ou des marchandises, ou de tout objet qui y est contenu, seul le poids total du ou des colis dont il s'agit est pris en considération pour déterminer la limite de responsabilité du transporteur. Toutefois, lorsque la perte, l'avarie ou le retard d'une partie des bagages enregistrés ou des marchandises, ou d'un objet qui y est contenu, affecte la valeur d'autres colis couverts par le même bulletin de bagages ou la même lettre de transport aérien, le poids total de ces colis doit être pris en considération pour déterminer la limite de responsabilité.
- (3) En ce qui concerne les objets dont le passager conserve la garde, la responsabilité du transporteur est limitée à cinq mille par passager.
- (4) Les limites fixées par le présent article n'ont pas pour effet d'enlever au tribunal la faculté d'allouer en outre, conformément à sa loi, une

somme correspondant à tout ou partie des dépens et autres frais du procès exposés par le demandeur. La disposition précédente ne s'applique pas lorsque le montant de l'indemnité allouée, non compris les dépens et autres frais de procès, ne dépasse pas la somme que le transporteur a offerte par écrit au demandeur dans un délai de six mois à dater du fait qui a causé le dommage ou avant l'introduction de l'instance si celle-ci est postérieure à ce délai.

(5) Les sommes indiquées en francs dans le présent article sont considérées comme se rapportant à une unité monétaire constituée par soixante-cinq milligrammes et demi d'or au titre de neuf cents millièmes de fin. Ces sommes peuvent être converties dans chaque monnaie nationale en chiffres ronds. La conversion de ces sommes en monnaies nationales autres que la monnaie-or s'effectuera en cas d'instance judiciaire suivant la valeur-or de ces monnaies à la date du jugement.

### **Article 23**

(1) Toute clause tendant à exonérer le transporteur de sa responsabilité ou à établir une limite inférieure à celle qui est fixée dans la présente Convention est nulle et du nul effet, mais la nullité de cette clause n'entraîne pas la nullité du contrat qui reste soumis aux dispositions de la présente Convention.

(2) L'alinéa 1er du présent article ne s'applique pas aux clauses concernant le perte ou le dommage résultant de la nature ou du vice propre des marchandises transportées.

### **Article 24**

(1) Dans les cas prévus aux articles 18 et 19 toute action en responsabilité, à quelque titre que ce soit, ne peut être exercée que dans les conditions et limites prévues par la présente Convention.

(2) Dans les cas prévus à l'article 17, s'appliquent également les dispositions de l'alinéa précédent, sans préjudice de la détermination des personnes qui ont le droit d'agir et de leurs droits respectifs.

## **Article 25**

Les limites de responsabilité prévues à l'article 22 ne s'appliquent pas s'il est prouvé que le dommage résulte d'un acte ou d'une omission du transporteur ou de ses préposés fait, soit avec l'intention de provoquer un dommage, soit témérairement et avec conscience qu'un dommage en résultera probablement, pour autant que, dans le cas d'un acte ou d'une omission de préposés, la preuve soit également apportée que ceux-ci ont agi dans l'exercice de leur fonctions.

## **Article 25A**

(1) Si une action est intentée contre un préposé du transporteur à la suite d'un dommage visé par la présente Convention, ce préposé, s'il prouve qu'il a agi dans l'exercice de ses fonctions, pourra se prévaloir des limites de responsabilité que peut invoquer ce transporteur en vertu de l'article 22.

(2) Le montant total de la réparation qui, dans ce cas, peut être obtenu du transporteur et de ses préposés ne doit pas dépasser lesdites limites.

(3) Les dispositions des alinéas 1 et 2 du présent article ne s'appliquent pas s'il est prouvé que le dommage résulte d'un acte ou d'une omission du préposé fait, soit avec l'intention de provoquer un dommage, soit témérairement et avec conscience qu'un dommage en résultera probablement.

## **Article 26**

(1) La réception des bagages et marchandises sans protestation par le destinataire constituera présomption, sauf preuve contraire, que les marchandises ont été livrées en bon état et conformément au titre de transport.

(2) En cas d'avarie, le destinataire doit adresser au transporteur une protestation immédiatement après la découverte de l'avarie et, au plus tard, dans un délai de sept jours pour les bagages et de quatorze jours pour les marchandises à dater de leur réception. En cas de retard, la protestation devra être faite au plus tard dans les vingt et un jours à dater du jour où le bagage ou la marchandise auront été mis à sa disposition.

(3) Toute protestation doit être faite par réserve inscrite sur le titre de transport ou par un autre écrit expédié dans le délai prévu pour cette protestation.

(4) A défaut de protestation dans les délais prévus, toutes actions contre le transporteur sont irrecevables, sauf le cas de fraude de celui-ci.

#### **Article 27**

En cas de décès du débiteur, l'action en responsabilité, dans les limites prévues par la présente Convention, s'exerce contre ses ayants droit.

#### **Article 28**

(1) L'action en responsabilité devra être portée, au choix du demandeur, dans le territoire d'une des Hautes Parties Contractantes, soit devant le tribunal du domicile du transporteur, du siège principal de son exploitation ou du lieu où il possède un établissement par le soin duquel le contrat a été conclu, soit devant le tribunal du lieu de destination.

(2) La procédure sera réglée par la loi du tribunal saisi.

#### **Article 29**

(1) L'action en responsabilité doit être intentée, sous peine de déchéance, dans le délai de deux ans à compter de l'arrivée à destination ou du jour où l'aéronef aurait dû arriver, ou de l'arrêt du transport.

(2) Le mode du calcul du délai est déterminé par la loi du tribunal saisi.

### **Article 30**

(1) Dans les cas de transport régis par la définition du troisième alinéa de l'article 1er, à exécuter par divers transporteurs successifs, chaque transporteur acceptant des voyageurs, des bagages ou des marchandises est soumis aux règles établies par cette Convention, et est censé être une des parties contractantes du contrat de transport, pour autant que ce contrat ait trait à la partie du transport effectuée sous son contrôle.

(2) Au cas d'un tel transport, le voyageur ou ses ayants droit ne pourront recourir que contre le transporteur ayant effectué le transport au cours duquel l'accident ou le retard s'est produit, sauf dans le cas où, par stipulation expresse, le premier transporteur aura assuré la responsabilité pour tout le voyage.

(3) S'il s'agit de bagages ou de marchandises, l'expéditeur aura recours contre le premier transporteur et le destinataire qui a le droit à la délivrance contre le dernier, et l'un et l'autre pourront, en outre, agir contre le transporteur ayant effectué le transport au cours duquel la destruction, la perte, l'avarie ou le retard se sont produits. Ces transporteurs seront solidairement responsables envers l'expéditeur et le destinataire.

## **CHAPITRE IV**

### ***DISPOSITIONS RELATIVES AUX TRANSPORTS COMBINÉS***

**Article 31**

(1) Dans le cas de transports combinés effectués en partie par air et en partie par tout autre moyen de transport, les stipulations de la présente Convention ne s'appliquent qu'au transport aérien et si celui-ci répond aux conditions de l'article 1er.

(2) Rien dans la présente Convention n'empêche les parties, dans le cas de transports combinés, d'insérer dans le titre de transport aérien des conditions relatives à d'autres modes de transport, à condition que les stipulations de la présente Convention soient respectées en ce qui concerne le transport par air.

**CHAPITRE V*****DISPOSITIONS GÉNÉRALES ET FINALES*****Article 32**

Sont nulles toutes clauses du contrat de transport et toutes conventions particulières antérieures au dommage par lesquelles les parties dérogeraient aux règles de la présente Convention soit par une détermination de la loi applicable, soit par une modification des règles de compétence. Toutefois, dans le transport des marchandises, les clauses d'arbitrage sont admises, dans les limites de la présente Convention, lorsque l'arbitrage doit s'effectuer dans les lieux de compétence des tribunaux prévus à l'article 28, alinéa 1.

**Article 33**

Rien dans la présente Convention ne peut empêcher un transporteur de refuser la conclusion d'un contrat de transport ou de formuler des règlements qui ne sont pas en contradiction avec les dispositions de la présente Convention.

**Article 34**

Les dispositions des articles 3 à 9 inclus relative aux titres de transport ne sont pas applicables au transport effectué dans des circonstances extraordinaires en dehors de toute opération normale de l'exploitation aérienne.

#### **Article 35**

Lorsque dans la présente Convention il est question de jours, il s'agit de jours courants et non de jours ouvrables.

#### **Article 36**

La présente Convention est rédigée en français en un seul exemplaire qui restera déposé aux archives du Ministère des Affaires Etrangères de Pologne, et dont une copie certifiée conforme sera transmise par les soins du Gouvernement polonais au Gouvernement de chacune des Hautes Parties Contractantes.

#### **Article 40A**

(1) . . .

(2) Aux fins de la Convention, le mot territoire signifie non seulement le territoire métropolitain d'un Etat, mais aussi tous les territoires qu'il représente dans les relations extérieures.

#### **PROTOCOLE ADDITIONNEL (Ad Article 2)**

Les Hautes Parties Contractantes se réservent le droit de déclarer au moment de la ratification ou de l'adhésion que l'article 2, alinéa premier, de la présente Convention ne s'appliquera pas aux transports internationaux aériens effectués directement par l'Etat, ses colonies, protectorats, territoires sous mandat ou tout autre territoire sous sa souveraineté, sa suzeraineté ou son autorité.

**SCHEDULE 8**

Section 149(4)(d)

**THE WARSAW CONVENTION WITH THE AMENDMENTS MADE IN IT  
BY THE HAGUE PROTOCOL  
AND BY ADDITIONAL PROTOCOL NO. 2 OF MONTREAL, 1975**

1. The provisions of the Warsaw/Hague/MAP2 Convention are the same as the provisions of the Warsaw Convention/Hague set out in Schedule 7 save that -

- (a) references in the Warsaw/Hague Convention to 'this Convention' and cognate expressions, shall for the purpose of this Schedule be construed as references to the Warsaw/Hague Convention as amended by Additional Protocol No. 1 of Montreal, 1975, and
- (b) Article 22 shall be replaced with the following -

**"Article 22**

(1) In the carriage of passengers the liability of the carrier for each passenger is limited to the sum of 16,600 Special Drawing Rights. Where, in accordance with the law of the court seised of the case, damages may be awarded in the form of periodic payments, the equivalent capital value of the said payments shall not exceed this limit. Nevertheless, by special contract, the carrier and the passenger may agree to a high limit of liability.

(2)



- (a) In the carriage of registered baggage and of cargo, the liability of the carrier is limited to a sum of 17 Special Drawing Rights per kilogramme, unless the passenger or consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the passenger's or consignor's actual interest in delivery at destination.
  
- (b) In the case of loss, damage or delay of part of registered baggage or cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the loss, damage or delay of a part of the registered baggage or cargo, or of an object contained therein, affects the value of other packages covered by the same baggage check or the same air waybill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

(3) As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 332 Special Drawing Rights per passenger.

(4) The limits prescribed in this Article shall not prevent the court from awarding, in accordance with its own law, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

(5) The sums mentioned in terms of the Special Drawing Right in this Article shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value of such currencies in terms of the Special Drawing Right at the date of the judgment."

**SCHEDULE 9**

Section 149(4)(e)

**THE WARSAW CONVENTION WITH THE AMENDMENTS  
MADE IN IT BY THE HAGUE PROTOCOL  
AND PROTOCOL NO 4 OF MONTREAL, 1975**

**PART I : THE ENGLISH TEXT  
CONVENTION FOR THE UNIFICATION OF CERTAIN RULES  
RELATING TO INTERNATIONAL CARRIAGE BY AIR**

**CHAPTER I***Scope — Definitions***Article 1**

(1) This Convention applies to all international carriage of persons, baggage or cargo performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.

(2) For the purposes of this Convention, the expression international carriage means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties or within the territory of a single High Contracting Party if there is an agreed stopping place within the territory of another State, even if that State is not a High Contracting Party. Carriage between two points within the territory of a single High Contracting Party without an agreed

stopping place within the territory of another State is not international carriage for the purposes of this Convention.

(3) Carriage to be performed by several successive air carriers is deemed, for the purposes of this Convention, to be one undivided carriage if it has been regarded by the parties as a single operation, whether it had been agreed upon under the form of a single contract or a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of the same State.

## **Article 2**

(1) This Convention applies to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in Article 1.

(2) In the carriage of postal items the carrier shall be liable only to the relevant postal administration in accordance with the rules applicable to the relationship between the carriers and the postal administrations.

(3) Except as provided in paragraph (2) of this Article, the provisions of this Convention shall not apply to the carriage of postal items.

## **CHAPTER II**

### *Documents of Carriage*

#### *Section 1 — Passenger Ticket*

## **Article 3**

(1) In respect of the carriage of passengers a ticket shall be delivered containing:

- (a) an indication of the places of departure and destination;
- (b) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;
- (c) a notice to the effect that, if the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage.

(2) The passenger ticket shall constitute prima facie evidence of the conclusion and conditions of the contract of carriage. The absence, irregularity or loss of the passenger ticket does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject to the rules of this Convention. Nevertheless, if, with the consent of the carrier, the passenger embarks without a passenger ticket having been delivered, or if the ticket does not include the notice required by paragraph (1)(c) of this Article, the carrier shall not be entitled to avail himself of the provisions of Article 22.

#### *Section 2 — Baggage Check*

### **Article 4**

(1) In respect of the carriage of registered baggage, a baggage check shall be delivered, which, unless combined with or incorporated in a passenger ticket which complies with the provisions of Article 3, paragraph (1), shall contain:

- (a) an indication of the places of departure and destination;
- (b) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;
- (c) a notice to the effect that, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers in respect of loss or damage to baggage.

(2) The baggage check shall constitute prima facie evidence of the registration of the baggage and of the conditions of the contract of carriage. The absence, irregularity or loss of the baggage check does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject to the rules of this Convention. Nevertheless, if the carrier takes charge of the baggage without a baggage check having been delivered or if the baggage check (unless combined with or incorporated in the passenger ticket which complies with the provisions of Article 3, paragraph (1)(c)) does not include the notice required by

paragraph (1)(c) of this Article, he shall not be entitled to avail himself of the provisions of Article 22, paragraph (2).

*Section 3 — Documentation Relating to Cargo*

**Article 5**

(1) In respect of the carriage of cargo an air waybill shall be delivered.

(2) Any other means which would preserve a record of the carriage to be performed may, with the consent of the consignor, be substituted for the delivery of an air waybill. If such other means are used, the carrier shall, if so requested by the consignor, deliver to the consignor a receipt for the cargo permitting identification of the consignment and access to the information contained in the record preserved by such other means.

(3) The impossibility of using, at points of transit and destination, the other means which would preserve a record of the carriage referred to in paragraph (2) of this Article does not entitle the carrier to refuse to accept the cargo for carriage.

**Article 6**

(1) The air waybill shall be made out by the consignor in three original parts.

(2) The first part shall be marked "for the carrier"; it shall be signed by the consignor. The second part shall be marked "for the consignee"; it shall be signed by the consignor and the carrier. The third part shall be signed by the carrier and handed by him to the consignor after the cargo has been accepted.

(3) The signature of the carrier and that of the consignor may be printed or stamped.

(4) If, at the request of the consignor, the carrier makes out the air waybill, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

#### **Article 7**

Where there is more than one package:

- (a) the carrier of the cargo has the right to require the consignor to make out separate air waybills;
- (b) the consignor has the right to require the carrier to deliver separate receipts when the other means referred to in paragraph (2) of Article 5 are used.

#### **Article 8**

The air waybill and receipt for the cargo shall contain:

- (a) an indication of the places of departure and destination;
- (b) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place; and
- (c) an indication of the weight of the consignment.



**Article 9**

Non-compliance with the provisions of Articles 5 to 8 shall not affect the existence or the validity of the contract of carriage, which shall, none the less, be subject to the rules of this Convention including those relating to limitation of liability.

**Article 10**

(1) The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by him or on his behalf in the air waybill or furnished by him or on his behalf to the carrier for insertion in the receipt for the cargo or for insertion in the record preserved by the other means referred to in paragraph (2) of Article 5.

(2) The consignor shall indemnify the carrier against all damage suffered by him, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on his behalf.

(3) Subject to the provisions of paragraphs (1) and (2) of this Article, the carrier shall indemnify the consignor against all damage suffered by him, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on his behalf in the receipt for the cargo or in the record preserved by the other means referred to in paragraph (2) of Article 5.

**Article 11**

(1) The air waybill or the receipt for the cargo is *prima facie* evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.

(2) Any statements in the air waybill or the receipt for the cargo relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are prima facie evidence of the facts stated; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill to have been, checked by him in the presence of the consignor, or relate to the apparent condition of the cargo.

## **Article 12**

(1) Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the airport of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated, or by requiring it to be returned to the airport of departure. He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.

(2) If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.

(3) If the carrier obeys the orders of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill or the receipt for the cargo delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill or the receipt for the cargo.

(4) The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with Article 13. Nevertheless, if the consignee declines to accept the cargo, or if he cannot be communicated with, the consignor resumes his right of disposition.

### **Article 13**

(1) Except when the consignor has exercised his right under Article 12, the consignee is entitled, on the arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to him, on payment of the charges due and on complying with the conditions of carriage.

(2) Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the cargo arrives.

(3) If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee is entitled to enforce against the carrier the rights which flow from the contract of carriage.

### **Article 14**

The consignor and the consignee can respectively enforce all the rights given them by Articles 12 and 13, each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract of carriage.

### **Article 15**

(1) Articles 12, 13 and 14 do not affect the relations of the consignor and the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

(2) The provisions of Articles 12, 13 and 14 can only be varied by express provision in the air waybill or the receipt for the cargo.

#### **Article 16**

(1) The consignor must furnish such information and such documents as are necessary to meet the formalities of customs, octroi or police before the cargo can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, his servants or agents.

(2) The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

### **CHAPTER III**

#### *Liability of the Carrier*

#### **Article 17**

The carrier is liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

#### **Article 18**

(1) The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, any registered baggage, if the occurrence which caused the damage so sustained took place during the carriage by air.

(2) The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the occurrence which caused the damage so sustained took place during the carriage by air.

(3) However, the carrier is not liable if he proves that the destruction, loss of, or damage to, the cargo resulted solely from one or more of the following:

- (a) inherent defect, quality or vice of that cargo;
- (b) defective packing of that cargo performed by a person other than the carrier or his servants or agents;
- (c) an act of war or an armed conflict;
- (d) an act of a public authority carried out in connection with the entry, exit or transit of the cargo.

(4) The carriage by air within the meaning of the preceding paragraphs of this Article comprises the period during which the baggage or cargo is in the charge of the carrier, whether in an airport or on board an aircraft, or, in the case of a landing outside an airport, in any place whatsoever.

(5) The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an airport. If, however, such carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

**Article 19**

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo.

**Article 20**

In the case of passengers and baggage, and in the case of damage occasioned by delay in the carriage of cargo, the carrier shall not be liable if he proves that he and his servants and agents have taken all necessary measures to avoid the damage or that it was impossible for them to take such measures.

**Article 21**

(1) In the carriage of passengers and baggage, if the carrier proves that the damage was caused by or contributed to by the negligence of the person suffering the damage the Court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

(2) In the carriage of cargo, if the carrier proves that the damage was caused by or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he derives his rights, the carrier shall be wholly or partly exonerated from his liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

**Article 22**

(1) In the carriage of persons the liability of the carrier for each passenger is limited to the sum of 16,600 Special Drawing Rights. Where, in accordance with the law of the court seised of the case, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed this limit. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

(2)

- (a) In the carriage of registered baggage, the liability of the carrier is limited to a sum of 17 Special Drawing Rights per kilogramme, unless the passenger or consignor has made, at the same time when the package was handed over to the carrier, a special declaration or interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the passenger's or the consignor's actual interest in delivery at destination.
- (b) In the carriage of cargo, the liability of the carrier is limited to a sum of 17 Special Drawing Rights per kilogramme, unless the consignor has made, at the same time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the consignor's actual interest in delivery at destination.
- (c) In the case of loss, damage or delay of part of registered baggage or cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the

carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the loss, damage or delay of a part of the registered baggage or cargo, or of an object contained therein, affects the value of other packages covered by the same baggage check or the same air waybill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

(3) As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 332 Special Drawing Rights per passenger.

(4) The limits prescribed in this Article shall not prevent the court from awarding, in accordance with its own law, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

(5) The sums mentioned in terms of the Special Drawing Right in this Article shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value of such currencies in terms of the Special Drawing Right at the date of judgment.



(6) The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is a Member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund, in effect at the date of the judgment for its operations and transactions. The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is not a Member of the International Monetary Fund, shall be calculated in a manner determined by that High Contracting Party. Nevertheless, those States which are not Members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph (2)(b) of Article 22 may, at the time of ratification or accession or at any time thereafter, declare that the limit of liability of the carrier in judicial proceedings in their territories is fixed at a sum of two hundred and fifty monetary units per kilogramme. This monetary unit corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. This sum may be converted into the national currency concerned in round figures. The conversion of this sum into national currency shall be made according to the law of the State concerned.

### **Article 23**

(1) Any provision tending to relieve the carrier of liability or to fix a lower limit than that laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.

(2) Paragraph (1) of this Article shall not apply to provisions governing loss or damage resulting from the inherent defect, quality or vice of the cargo carried.

### **Article 24**

(1) In the carriage of passengers and baggage, any action for damages, however founded, can only be brought subject to the conditions and limits set out in this Convention, without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights.

(2) In the carriage of cargo, any action for damages, however founded, whether under this Convention or in contract or in tort or otherwise, can only be brought subject to the conditions and limits of liability set out in this Convention without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights. Such limits of liability constitute maximum limits and may not be exceeded whatever the circumstances which give rise to the liability.

#### **Article 25**

In the carriage of passengers and baggage, the limits of liability specified in Article 22 shall not apply if it is proved that the damage resulted from an act or omission of the carrier, his servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that he was acting within the scope of his employment.

#### **Article 25A**

(1) If an action is brought against a servant or agent of the carrier arising out of damage to which this Convention relates, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the limits of liability which that carrier himself is able to invoke under Article 22.

(2) The aggregate of the amounts recoverable from the carrier, his servants or agents, in that case, shall not exceed the said limits.

(3) In the carriage of passengers and baggage, the provisions of paragraphs (1) and (2) of this Article shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

## **Article 26**

(1) Receipt by the person entitled to delivery of baggage or cargo without complaint is *prima facie* evidence that the same have been delivered in good condition and in accordance with the document of carriage.

(2) In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo has been placed at his disposal.

(3) Every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid.

(4) Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

## **Article 27**

In the case of the death of the person liable, an action for damages lies in accordance with the terms of this Convention against those legally representing his estate.

## **Article 28**

(1) An action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the court having jurisdiction where the carrier is ordinarily resident, or has his principal place of business, or has an establishment by which the contract has been made or before the court having jurisdiction at the place of destination.

(2) Questions of procedure shall be governed by the law of the court seised of the case.

### **Article 29**

(1) The right to damages shall be extinguished if an action is not brought within two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

(2) The method of calculating the period of limitation shall be determined by the law of the court seised of the case.

### **Article 30**

(1) In the case of carriage to be performed by various successive carriers and falling within the definition set out in the third paragraph of Article 1, each carrier who accepts passengers, baggage or cargo is subjected to the rules set out in this Convention, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.

(2) In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

(3) As regards baggage or cargo, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier who performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

#### **Article 30A**

Nothing in this Convention shall prejudice the question whether a person liable for damage in accordance with its provisions has a right of recourse against any other person.

### **CHAPTER IV**

#### *Provisions Relating to Combined Carriage*

#### **Article 31**

(1) In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Convention apply only to the carriage by air, provided that carriage by air falls within the terms of Article 1.

(2) Nothing in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Convention are observed as regards the carriage by air.

### **CHAPTER V**

#### *General and Final Provisions*

**Article 32**

Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction shall be null and void. Nevertheless for the carriage of cargo arbitration clauses are allowed subject to this Convention, if the arbitration is to take place within one of the jurisdictions referred to in the first paragraph of Article 28.

**Article 33**

Except as provided in paragraph (3) of Article 5, nothing in this Convention shall prevent the carrier either from refusing to enter into any contract of carriage or from making regulations which do not conflict with the provisions of this Convention.

**Article 34**

The provisions of Articles 3 to 8 inclusive relating to documents of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of an air carrier's business.

**Article 35**

The expression "days" when used in this Convention means current days not working days.

**Article 36**

The Convention is drawn up in French in a single copy which shall remain deposited in the archives of the Ministry of Foreign Affairs of Poland and of which one duly certified copy shall be sent by the Polish Government to the Government of each of the High Contracting Parties.

**Article 40A**

(1) *[This paragraph is not reproduced. It defines "High Contracting Party".]*

(2) For the purposes of the Convention the word territory means not only the metropolitan territory of a State but also all other territories for the foreign relations of which that state is responsible.

*[Articles 37, 38, 39, 40 and 41 and the concluding words of the Convention are not reproduced. They deal with the coming into force of the Convention.]*

**ADDITIONAL PROTOCOL (with Reference to Article 2)**

The High Contracting Parties reserve to themselves the right to declare at the time of ratification or of accession that the first paragraph of Article 2 of this Convention shall not apply to international carriage by air performed directly by the State, its colonies, protectorates or mandated territories or by any other territory under its sovereignty, suzerainty or authority.

**Part II: The French Text**

**CONVENTION POUR L'UNIFICATION DE CERTAINES REGLES  
RELATIVES AU TRANSPORT AERIEN INTERNATIONAL**

**CHAPITRE 1ER***Objet - Définitions***Article 1er**

(1) La présente Convention s'applique à tout transport international de personnes, bagages ou marchandises, effectué par aéronef contre

rémunération. Elle s'applique également aux transports gratuits effectués par aéronef par une entreprise de transports aériens.

(2) Est qualifié transport international, au sens de la présente Convention, tout transport dans lequel, d'après les stipulations des parties, le point de départ et le point de destination, qu'il y ait ou non interruption de transport ou transbordement, sont situés soit sur le territoire de deux Hautes Parties Contractantes, soit sur le territoire d'une seule Haute Partie Contractante si une escale est prévue sur le territoire d'un autre Etat, même si cet Etat n'est pas une Haute Partie Contractante. Le transport sans une telle escale entre deux points du territoire d'une seule Haute Partie Contractante n'est pas considéré comme international au sens de la présente Convention.

(3) Le transport à exécuter par plusieurs transporteurs par air successifs est censé constituer pour l'application de la présente Convention un transport unique lorsqu'il a été envisagé par les parties comme une seule opération, qu'il ait été conclu sous la forme d'un seul contrat ou d'une série de contrats, et il ne perd pas son caractère international par le fait qu'un seul contrat ou une série de contrats doivent être exécutés intégralement dans le territoire d'un même Etat.

## **Article 2**

(1) La Convention s'applique aux transports effectués par l'Etat ou les autres personnel juridiques de droit public, dans les conditions prévues à l'article 1er.

(2) Dans le transport des envois postaux, le transporteur n'est responsable qu'envers l'administration postale compétente conformément aux règles applicables dans les rapports entre les transporteurs et les administrations postales.



(3) Les dispositions de la présente Convention autres que celles de l'alinéa 2 ci-dessus ne s'appliquent pas au transport des envois postaux.

## CHAPITRE II

### *Titre de Transport*

#### *Section I - Billet de Passage*

#### **Article 3**

(1) Dans le transport de passagers, un billet de passage doit être délivré, contenant:

- (a) l'indication des points de départ et de destination;
- (b) si les points de départ et de destination sont situés sur le territoire d'une même Haute Partie Contractante et qu'une ou plusieurs escales soient prévues sur le territoire d'un autre Etat, l'indication d'une de ces escales:
- (c) un avis indiquant que si les passagers entreprennent un voyage comportant une destination finale ou une escale dans un pays autre que le pays de départ, leur transport peut être régi par la Convention de Varsovie qui, en général, limite la responsabilité du transporteur en cas de mort ou de lésion corporelle, ainsi qu'en cas de perte ou d'avarie des bagages.

(2) Le billet de passage fait foi, jusqu'à preuve contraire, de la conclusion et des conditions du contrat de transport. L'absence, l'irrégularité ou la

perte du billet n' affecte ni l'existence ni la validité du contrat de transport, qui n'en sera pas moins soumis aux règles de la présente Convention. Toutefois, si, du consentement du transporteur, le passager s'embarque sans qu'un billet de passage ait été délivré, ou si le billet ne comporte pas l'avis prescrit à l'alinéa 1 (c) du présent article, le transporteur n'aura pas le droit de se prévaloir des dispositions de l'article 22.

## *Section II - Bulletin de Bagages*

### **Article 4**

(1) Dans le transport de bagages enregistrés, un bulletin de bagages doit être délivré qui, s'il n'est pas combiné avec un billet de passage conforme aux dispositions de l'article 3, alinéa 1<sup>er</sup> ou n'est pas inclus dans un tel billet, doit contenir:

- (a) l'indication des points de départ et de destination;
- (b) si les points de départ et de destination sont situés sur le territoire d'une même Haute Partie Contractante et qu'une ou plusieurs escales soient prévues sur le territoire d'un autre Etat, l'indication d'une de ces escales;
- (c) un avis indiquant que, si le transport comporte une destination finale ou une escale dans un pays autre que le pays de départ, il peut être régi par la Convention de Varsovie qui, en général, limite la responsabilité du transporteur en cas de perte ou d'avarie des bagages.

(2) Le bulletin de bagages fait foi, jusqu'à preuve contraire, de l'enregistrement des bagages et des conditions du contrat de transport. L'absence, l'irrégularité ou la perte du bulletin n'affecte ni l'existence ni la validité du contrat de transport, qui n'en sera pas moins soumis aux règles de la présente Convention. Toutefois, si le transporteur accepte la garde des bagages sans qu'un bulletin ait été délivré ou si, dans le cas où le bulletin n'est pas combiné avec un billet de passage conforme aux dispositions de l'article 3, alinéa 1 (c), ou n'est pas inclus dans un tel billet, il ne comporte pas l'avis prescrit à l'alinéa 1 (c) du présent article, le transporteur n'aura pas le droit de se prévaloir des dispositions de l'article 22, alinéa 2.

### *Section III - Documentation Relative aux Marchandises*

#### **Article 5**

(1) Pour le transport de marchandises une lettre de transport aérien est émise.

(2) L'emploi de tout autre moyen constatant les indications relatives au transport à exécuter peut, avec le consentement de l'expéditeur, se substituer à l'émission de la lettre de transport aérien. Si de tels autres moyens sont utilisés, le transporteur délivre l'expéditeur, à la demande de ce dernier, un récépissé de la marchandise permettant l'identification de l'expédition et l'accès aux indications enregistrées par ces autres moyens.

(3) L'impossibilité d'utiliser, aux points de transit et de destination, les autres moyens permettant de constater les indications relatives au transport, visés à l'alinéa 2 ci-dessus, n'autorise pas le transporteur à refuser l'acceptation des marchandises en vue du transport.

#### **Article 6**

(1) La lettre de transport aérien est établie par l'expéditeur en trois exemplaires originaux.

(2) Le premier exemplaire porte la mention "pour le transporteur"; il est signé par l'expéditeur. Le deuxième exemplaire porte la mention "pour le destinataire"; il est signé par l'expéditeur et le transporteur. Le troisième exemplaire est signé par le transporteur et remis par lui à l'expéditeur après acceptation de la marchandise.

(3) La signature du transporteur et celle de l'expéditeur peuvent être imprimées ou remplacées par un timbre.

(4) Si, à la demande de l'expéditeur, le transporteur établit la lettre de transport aérien, il est considéré, jusqu'à preuve contraire, comme agissant au nom de l'expéditeur.

## **Article 7**

Lorsqu'il y a plusieurs colis:

- (a) le transporteur de marchandises a le droit de demander l'expéditeur l'établissement de lettres de transport aérien distinctes;
- (b) l'expéditeur a le droit de demander au transporteur la remise de récépissés distincts, lorsque les autres moyens visés l'alinéa 2 de l'article 5 sont utilisés.

## **Article 8**

La lettre de transport aérien et le récépissé de la marchandise contiennent:

- (a) l'indication des points de départ et de destination;
- (b) si les points de départ et de destination sont situés sur le territoire d'une même Haute Partie Contractante et qu'une ou plusieurs escales soient prévues sur le territoire d'un autre Etat, l'indication d'une de ces escales;
- (c) la mention du poids de l'expédition.

#### **Article 9**

L'inobservation des dispositions des articles 5 à 8 n'affecte ni l'existence ni la validité du contrat de transport, qui n'en sera pas moins soumis aux règles de la présente Convention, y compris celles qui portent sur la limitation de responsabilité.

#### **Article 10**

(1) L'expéditeur est responsable de l'exactitude des indications et déclarations concernant la marchandise inscrites par lui ou en son nom dans la lettre de transport aérien, ainsi que de celles fournies et faites par lui ou en son nom au transporteur en vue d'être insérées dans le récépissé de la marchandise ou pour insertion dans les données enregistrées par les autres moyens prévus à l'alinéa 2 de l'article 5.

(2) L'expéditeur assume la responsabilité de tout dommage subi par le transporteur ou par toute autre personne à l'égard de laquelle la responsabilité du transporteur est engagée, à raison des indications et déclarations irrégulières, inexactes ou incomplètes fournies et faites par lui ou en son nom.

(3) Sous réserve des dispositions des alinéas 1 et 2 du présent article, le transporteur assume la responsabilité de tout dommage subi par

l'expéditeur ou par toute autre personne à l'égard de laquelle la responsabilité de l'expéditeur est engagée, à raison des indications et déclarations irrégulières, inexactes ou incomplètes insérées par lui ou en son nom dans le récépissé de la marchandise ou dans les données enregistrées par les autres moyens prévus l'alinéa 2 de l'article 5.

### **Article 11**

(1) La lettre de transport aérien et le récépissé de la marchandise font foi, jusqu'à preuve contraire, de la conclusion du contrat, de la réception de la marchandise et des conditions du transport qui y figurent.

(2) Les énonciations de la lettre de transport aérien et du récépissé de la marchandise, relatives au poids, aux dimensions et à l'emballage de la marchandise ainsi qu'au nombre des colis font foi jusqu'à preuve contraire; celles relatives à la quantité, au volume et à l'état de la marchandise ne font preuve contre le transporteur qu'autant que la vérification en a été faite par lui en présence de l'expéditeur, et constatée sur la lettre de transport aérien, ou qu'il s'agit d'énonciations relatives à l'état apparent de la marchandise.

### **Article 12**

(1) L'expéditeur a le droit, sous la condition d'exécuter toutes les obligations résultant du contrat de transport, de disposer de la marchandise, soit en la retirant l'aérodrome de départ ou de destination, soit en l'arrentant en cours de route lors d'un atterrissage, soit en la faisant délivrer au lieu de destination ou en cours de route à une personne autre que le destinataire initialement désigné, soit en demandant son retour à l'aérodrome de départ, pour autant que l'exercice de ce droit ne porte préjudice ni au transporteur, ni aux autres expéditeurs et avec l'obligation de rembourser les frais qui en résultent.

(2) Dans le cas où l'exécution des ordres de l'expéditeur est impossible, le transporteur doit l'en aviser immédiatement.

(3) Si le transporteur se conforme aux ordres de disposition de l'expéditeur, sans exiger la production de l'exemplaire de la lettre de transport aérien ou du récépissé de la marchandise délivré à celui-ci, il sera responsable, sauf son recours contre l'expéditeur, du préjudice qui pourra être causé par ce fait à celui qui est régulièrement en possession de la lettre de transport aérien ou du récépissé de la marchandise.

(4) Le droit de l'expéditeur cesse au moment où celui du destinataire commence, conformément à l'article 13. Toutefois, si le destinataire refuse la marchandise, ou s'il ne peut être atteint, l'expéditeur reprend son droit de disposition.

### **Article 13**

(1) Sauf lorsque l'expéditeur a exercé le droit qu'il tient de l'article 12, le destinataire a le droit, dès l'arrivée de la marchandise au point de destination, de demander au transporteur de lui livrer la marchandise contre la paiement du montant des créances et contre l'exécution des conditions de transport.

(2) Sauf stipulation contraire, le transporteur doit aviser le destinataire dès l'arrivée de la marchandise.

(3) Si la perte de la marchandise est reconnue par le transporteur ou si, à l'expiration d'un délai de sept jours après qu'elle aurait dû arriver, la marchandise n'est pas arrivée, le destinataire est autorisé à faire valoir vis-à-vis du transporteur les droits résultant du contrat de transport.

### **Article 14**

L'expéditeur et le destinataire peuvent faire valoir tous les droits qui leur sont respectivement conférés par les articles 12 et 13, chacun en son propre nom, qu'il agisse dans son propre intérêt ou dans l'intérêt d'autrui, à condition d'exécuter les obligations que le contrat de transport impose.

#### **Article 15**

(1) Les articles 12, 13 et 14 ne portent aucun préjudice ni aux rapports de l'expéditeur et du destinataire entre eux, ni aux rapports des tiers dont les droits proviennent, soit de l'expéditeur, soit du destinataire.

(2) Toute clause dérogeant aux stipulations des articles 12, 13 et 14 doit être inscrite dans la lettre de transport aérien ou dans le récépissé de la marchandise.

#### **Article 16**

(1) L'expéditeur est tenu de fournir les renseignements et les documents qui, avant la remise de la marchandise au destinataire, sont nécessaires à l'accomplissement des formalités de douane, d'octroi ou de police. L'expéditeur est responsable envers le transporteur de tous dommages qui pourraient résulter de l'absence, de l'insuffisance ou de l'irrégularité de ces renseignements et pièces, sauf le cas de faute de la part du transporteur ou de ses préposés.

(2) Le transporteur n'est pas tenu d'examiner si ces renseignements et documents sont exacts ou suffisants.

### **CHAPITRE III**

#### *Responsabilité du Transporteur*

#### **Article 17**



Le transporteur est responsable du dommage survenu en cas de mort, de blessure ou de toute autre lésion corporelle subie par un voyageur lorsque l'accident qui a causé le dommage s'est produit à bord de l'aéronef ou au cours de toutes opérations d'embarquement et de débarquement.

## **Article 18**

(1) Le transporteur est responsable du dommage survenu en cas de destruction, perte ou avarie de bagages enregistrés lorsque l'événement qui a causé le dommage s'est produit pendant le transport aérien.

(2) Le transporteur est responsable du dommage survenu en cas de destruction, perte ou avarie de la marchandise par cela seul que le fait qui a causé le dommage s'est produit pendant le transport aérien.

(3) Toutefois, le transporteur n'est pas responsable s'il établit que la destruction, la perte ou l'avarie de la marchandise résulte uniquement de l'un ou de plusieurs des faits suivants:

- (a) la nature ou le vice propre de la marchandise;
- (b) l'emballage défectueux de la marchandise par une personne autre que le transporteur ou ses préposés;
- (c) un fait de guerre ou un conflit armé;
- (d) un acte de l'autorité publique accompli en relation avec l'entrée, la sortie ou le transit de la marchandise.

(4) Le transport aérien, au sens des alinéas précédents, comprend la période pendant laquelle les bagages ou marchandises se trouvent sous la garde

du transporteur, que ce soit dans un aéroport ou à bord d'un aéronef ou dans un lieu quelconque en cas d'atterrissage en dehors d'un aéroport.

(5) La période du transport aérien ne couvre aucun transport terrestre, maritime ou fluvial effectué en dehors d'un aéroport. Toutefois, lorsqu'un tel transport est effectué dans l'exécution du contrat de transport aérien en vue du chargement, de la livraison ou du transbordement, tout dommage est présumé, sauf preuve contraire, résulter d'un événement survenu pendant le transport aérien.

#### **Article 19**

Le transporteur est responsable du dommage résultant d'un retard dans le transport aérien de voyageurs, bagages ou marchandises.

#### **Article 20**

Dans le transport de passagers et de bagages et en cas de dommage résultant d'un retard dans le transport de marchandises, le transporteur n'est pas responsable s'il prouve que lui et ses préposés ont pris toutes les mesures nécessaires pour éviter le dommage ou qu'il leur était impossible de les prendre.

#### **Article 21**

(1) Dans le transport de passagers et de bagages, dans le cas où le transporteur fait la preuve que la faute de la personne lésée a causé le dommage ou y a contribué, le tribunal pourra, conformément aux dispositions de sa propre loi, écarter ou atténuer la responsabilité du transporteur.

(2) Dans le transport de marchandises, le transporteur est exonéré, en tout ou en partie, de sa responsabilité dans la mesure où il prouve que la faute de la personne qui demande réparation ou de la personne dont elle tient ses droits a causé le dommage ou y a contribué.

**Article 22**

(1) Dans le transport des personnes, la responsabilité du transporteur relative à chaque — passager est limitée à la somme de 16 600 Droits de Tirage spéciaux. Dans le cas où, d'après la loi du tribunal saisi, l'indemnité peut être fixée sous forme de rente, le capital de la rente ne peut dépasser cette limite. Toutefois par une convention spéciale avec le transporteur, le passager pourra fixer une limite de responsabilité plus élevée.

(2)

(a) Dans le transport de bagages enregistrés, la responsabilité du transporteur est limitée à la somme de 17 Droits de Tirage spéciaux par kilogramme, sauf déclaration spéciale d'intérêt à la livraison faite par l'expéditeur au moment de la remise du colis au transporteur et moyennant le paiement d'une taxe supplémentaire, éventuelle. Dans ce cas, le transporteur sera tenu de payer jusqu'à concurrence de la somme déclarée, à moins qu'il ne prouve qu'elle est supérieure à l'intérêt réel de l'expéditeur à la livraison.

(b) Dans le transport de marchandises, la responsabilité du transporteur est limitée à la somme de 17 Droits de Tirage spéciaux par kilogramme, sauf déclaration spéciale d'intérêt à la livraison faite par l'expéditeur au moment de la remise du colis au transporteur et moyennant le paiement d'une taxe supplémentaire, éventuelle. Dans ce cas, le transporteur sera tenu de

payer jusqu' à concurrence de la somme déclarée, à moins qu'il ne prouve qu'elle est supérieure à l'intérêt réel de l'expéditeur à la livraison.

- (c) En cas de perte, d'avarie ou de retard d'une partie des bagages enregistrés ou des marchandises, ou de tout objet qui y est contenu, seul le poids total du ou des colis dont il s'agit est pris en considération pour déterminer la limite de responsabilité du transporteur. Toutefois, lorsque la perte, l'avarie ou le retard d'une partie des bagages enregistrés ou des marchandises, ou d'un objet qui y est contenu, affecte la valeur d'autres colis couverts par le même bulletin de bagages ou la même lettre de transport aérien, le poids total de ces colis doit être pris en considération pour déterminer la limite de responsabilité.

(3) En ce qui concerne les objets dont le passager conserve la garde, la responsabilité du transporteur est limitée à 332 Droits de Tirage spéciaux par passager.

(4) Les limites fixées par le présent article n'ont pas pour effet d'enlever au tribunal la faculté d'allouer en outre, conformément à sa loi, une somme correspondant à tout ou partie des dépens et autres frais du procès exposés par le demandeur. La disposition précédente ne s'applique pas lorsque le montant de l'indemnité allouée, non compris les dépens et autres frais de procès, ne dépasse pas la somme que le transporteur a offerte par écrit au demandeur dans un délai de six mois à dater du fait qui a causé le dommage ou avant l'introduction de l'instance si celle-ci est postérieure à ce délai.

(5) Les sommes indiquées en Droits de Tirage spéciaux dans le présent article sont considérées comme se rapportant au Droit de Tirage spécial tel que défini par le Fonds Monétaire International. La conversion de ces sommes en monnaies nationales s'effectuera en cas d'instance judiciaire suivant la valeur de ces monnaies en Droit de Tirage spécial à la date du jugement.

(6) Les sommes indiquées en Droits de Tirage spéciaux dans le présent article sont considérées comme se rapportant au Droit de Tirage spécial tel que défini par le Fonds Monétaire International. La conversion de ces sommes en monnaies nationales s'effectuera en cas d'instance judiciaire suivant la valeur de ces monnaies en Droit de Tirage spécial à la date du jugement. La valeur, en Droit de Tirage spécial, d'une monnaie nationale d'une Haute Partie Contractante qui est membre du Fonds Monétaire International, est calculée selon la méthode d'évaluation appliquée par la Fonds Monétaire International à la date du jugement pour ses propres opérations et transactions. La valeur, en Droit de Tirage spécial, d'une monnaie nationale d'une Haute Partie Contractante qui n'est pas membre du Fonds Monétaire International, est calculée de la façon déterminée par cette Haute Partie Contractante.

Toutefois, les Etats qui ne sont pas membres du Fonds Monétaire International et dont la législation ne permet pas d'appliquer les dispositions de l'alinéa 2 (b) de l'article 22, peuvent au moment de la ratification ou de l'adhésion, ou à tout moment par la suite, déclarer que la limite de responsabilité de transporteur est fixée, dans les procédures judiciaires sur leur territoire, à la somme de deux cent cinquante unités monétaires par kilogramme, cette unité monétaire correspondant à soixante-cinq milligrammes et demi d'or au titre de neuf cents millièmes de fin. Cette somme peut être convertie dans la monnaie nationale concernée en chiffres ronds. La conversion de cette somme en monnaie nationale s'effectuera conformément à la législation de l'Etat en cause.

**Article 23**

(1) Toute clause tendant à exonérer le transporteur de sa responsabilité ou à établir une limite inférieure à celle qui est fixée dans la présente Convention est nulle et de nul effet, mais la nullité de cette clause n'entraîne pas la nullité du contrat qui reste soumis aux dispositions de la présente Convention.

(2) L'alinéa 1er du présent article ne s'applique pas aux clauses concernant la perte ou le dommage résultant de la nature ou du vice propre des marchandises transportées.

**Article 24**

(1) Dans le transport de passagers et de bagages, toute action en responsabilité, à quelque titre que ce soit, ne peut être exercée que dans les conditions et limites prévues par la présente Convention, sans préjudice de la détermination des personnel qui ont le droit d'agir et de leurs droits respectifs.

(2) Dans le transport de marchandises, toute action en réparation introduite, à quelque titre que ce soit, que ce soit en vertu de la présente Convention, en raison d'un contrat ou d'un acte illicite ou pour toute autre cause, ne peut être exercée que dans les conditions et limites de responsabilité prévues par la présente Convention, sans préjudice de la détermination des personne qui ont le droit d'agir et de leurs droits respectifs. Ces limites de responsabilité constituent un maximum et sont infranchissables quelles que soient les circonstances qui sont à l'origine de la responsabilité.

**Article 25**

Dans le transport de passagers et de bagages, les limites de responsabilité prévues à l'article 22 ne s'appliquent pas s'il est prouvé que le dommage résulte d'un acte ou d'une omission du transporteur ou de ses préposés fait, soit avec l'intention de provoquer un dommage, soit témérement et avec conscience qu'un

dommage en résultera probablement, pour autant que, dans le cas d'un acte ou d'une omission de préposés, la preuve soit également apportée que ceux-ci ont agi dans l'exercice de leurs fonctions.

#### **Article 25A**

(1) Si une action est intentée contre un préposé du transporteur à la suite d'un dommage visé par la présente Convention, ce préposé, s'il prouve qu'il a agi dans l'exercice de ses fonctions, pourra se prévaloir des limites de responsabilité que peut invoquer ce transporteur en vertu de l'article 22.

(2) Le montant total de la réparation qui, dans ce cas, peut être obtenu du transporteur et de ses préposés ne doit pas dépasser lesdites limites.

(3) Dans le transport de passagers et de bagages, les dispositions des alinéas 1 et 2 du présent article ne s'appliquent pas s'il est prouvé que le dommage résulte d'un acte ou d'une omission du préposé fait, soit avec l'intention de provoquer un dommage, soit témérairement et avec conscience qu'un dommage en résultera probablement.

#### **Article 26**

(1) La réception des bagages et marchandises sans protestation par le destinataire constituera présomption, sauf preuve contraire, que les marchandises ont été livrées en bon état et conformément au titre de transport.

(2) En cas d'avarie, le destinataire doit adresser au transporteur une protestation immédiatement après la découverte de l'avarie et, au plus tard, dans un délai de sept jours pour les bagages et de quatorze jours pour les marchandises à dater de leur réception. En cas de retard, la protestation devra être faite au plus tard dans les vingt et un jours à dater du jour où le bagage ou la marchandise auront été mis à sa disposition.

(3) Toute protestation doit être faite par réserve inscrite sur le titre de transport ou par un autre écrit expédié dans le délai prévu pour cette protestation.

(4) A défaut de protestation dans les délai prévus, toutes actions contre le transporteur sont irrecevables, sauf le cas de fraude de celui-ci.

#### **Article 27**

En cas de décès du débiteur, l'action en responsabilité, dans les limites prévues par la présente Convention, s'exerce contre ses ayants droit.

#### **Article 28**

(1) L'action en responsabilité devra être portée, au choix du demandeur, dans le territoire d'une des Hautes Parties Contractantes, soit devant le tribunal du domicile du transporteur, du siège principal de son exploitation ou du lieu où il possède un établissement par la soin duquel le contrat a été conclu, soit devant le tribunal du lieu de destination.

(2) La procédure sera réglée par la loi du tribunal saisi.

#### **Article 29**

(1) L'action en responsabilité doit être intentée, sous peine de déchéance, dans le délai de deux ans à compter de l'arrivée à destination ou du jour où l'aéronef aurait dû arriver, ou de l'arrêt du transport.

(2) Le mode du calcul du délai est déterminé par la loi du tribunal saisi.

#### **Article 30**



(1) Dans les cas de transport régis par la définition du troisième alinéa de l'article 1er à exécuter par divers transporteurs successifs, chaque transporteur acceptant des voyageurs, des bagages ou des marchandises est soumis aux règles établies par cette Convention, et est censé être une des parties contractantes du contrat de transport, pour autant que ce contrat ait trait à la partie du transport effectué sous son contrôle.

(2) Au cas d'un tel transport, le voyageur ou ses ayants droit ne pourront recourir que contre le transporteur ayant effectué le transport au cours duquel l'accident ou le retard s'est produit, sauf dans le cas où, par stipulation expresse, le premier transporteur aura assuré la responsabilité pour tout le voyage.

(3) S'il s'agit de bagages ou de marchandises, l'expéditeur aura recours contre le premier transporteur et le destinataire qui a le droit à la délivrance contre le dernier, et l'un et l'autre pourront, en outre, agir contre le transporteur ayant effectué le transport au cours duquel la destruction, la perte, l'avarie ou le retard se sont produits. Ces transporteurs seront solidairement responsables envers l'expéditeur et le destinataire.

#### **Article 30A**

La présente Convention ne préjuge en aucune manière la question de savoir si la personne tenue pour responsable en vertu de ses dispositions a ou non un recours contre toute autre personne.

### **CHAPITRE IV**

#### *Dispositions Relatives aux Transports Combinés*

#### **Article 31**

(1) Dans le cas de transports combinés effectués en partie par air et en partie par tout autre moyen de transport, les stipulations de la présente

Convention ne s'appliquent qu'au transport aérien et si celui-ci répond aux conditions de l'article 1<sup>er</sup>.

(2) Rien dans la présente Convention n'empêche les parties, dans le cas de transports combinés, d'insérer dans le titre de transport aérien des conditions relatives à d'autres modes de transport, à condition que les stipulations de la présente Convention soient respectées en ce qui concerne le transport par air.

## CHAPITRE V

### *Dispositions Générales et Finales*

#### **Article 32**

Sont nulles toutes clauses du contrat de transport et toutes conventions particulières antérieures au dommage par lesquelles les parties dérogeraient aux règles de la présente Convention soit par une détermination de la loi applicable, soit par une modification des règles de compétence. Toutefois, dans le transport des marchandises, les clauses d'arbitrage sont admises, dans les limites de la présente Convention, lorsque l'arbitrage doit s'effectuer dans les lieux de compétence des tribunaux prévus à l'article 28, alinéa 1.

#### **Article 33**

Sous réserve des dispositions de l'alinéa 3 de l'article 5, rien dans la présente Convention ne peut empêcher un transporteur de refuser la conclusion d'un contrat de transport ou de formuler des règlements qui ne sont pas en contradiction avec les dispositions de la présente Convention.

#### **Article 34**

Les dispositions des articles 3 à 8 inclus relatives aux titres de transport ne sont pas applicables au transport effectué dans des circonstances extraordinaires en dehors de toute opération normale de l'exploitation aérienne.

**Article 35**

Lorsque dans la présente Convention il est question de jours, il s'agit de jours courants et non de jours ouvrables.

**Article 36**

La présente Convention est rédigée en français en un seul exemplaire qui restera déposé aux archives du Ministère des Affaires Etrangères de Pologne, et dont une copie certifiée conforme sera transmise par les soins du Gouvernement polonais au Gouvernement de chacune des Hautes Parties Contractantes.

**Article 40A**

(1) .. . . . . . . . . . .

(2) Aux fins de la Convention, le mot territoire signifie non seulement le territoire métropolitain d'un Etat, mais aussi tous les territoires qu'il représente dans les relations extérieures.

**Protocol Additionnel (ad Article 2)**

Les Hautes Parties Contractantes se réservent le droit de déclarer au moment de la ratification ou de l'adhésion que l'article 2, alinéa premier, de la présente Convention ne s'appliquera pas aux transports internationaux aériens effectués directement par l'Etat, ses colonies, protectorats, territoires sous mandat ou tout autre territoire sous sa souveraineté, sa suzeraineté ou son autorité.]

**SCHEDULE 10**

Section 149(4)(f)

**MONTREAL CONVENTION 1999**

**CONVENTION FOR THE UNIFICATION OF CERTAIN RULES FOR  
INTERNATIONAL CARRIAGE BY AIR**

THE STATES PARTIES TO THIS CONVENTION

RECOGNIZING the significant contribution of the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Warsaw on 12th October 1929, hereinafter referred to as the "Warsaw Convention", and other related instruments to the harmonization of private international air law;

RECOGNIZING the need to modernize and consolidate the Warsaw Convention and related instruments;

RECOGNIZING the importance of ensuring protection of the interests of consumers in international carriage by air and the need for equitable compensation based on the principle of restitution;

REAFFIRMING the desirability of an orderly development of international air transport operations and the smooth flow of passengers, baggage and cargo in accordance with the principles and objectives of the Convention on International Civil Aviation, done at Chicago on 7 December 1944;

CONVINCED that collective State action for further harmonization and codification of certain rules governing international carriage by air through a new Convention is the most adequate means of achieving an equitable balance of interests;

HAVE AGREED AS FOLLOWS:

**CHAPTER I**

*General Provisions***Article 1 — Scope of Application.**

**1** This Convention applies to all international carriage of persons, baggage or cargo performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.

**2** For the purposes of this Convention, the expression international carriage means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two States Parties, or within the territory of a single State Party if there is an agreed stopping place within the territory of another State, even if that State is not a State Party. Carriage between two points within the territory of a single State Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of this Convention.

**3** Carriage to be performed by several successive carriers is deemed, for the purposes of this Convention, to be one undivided carriage if it has been regarded by the parties as a single operation, whether it had been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of the same State.

**4** This Convention applies also to carriage as set out in Chapter V, subject to the terms contained therein.

**Article 2 — Carriage Performed by State and Carriage of Postal Items.**

1 This Convention applies to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in Article 1.

2 In the carriage of postal items, the carrier shall be liable only to the relevant postal administration in accordance with the rules applicable to the relationship between the carriers and the postal administrations.

3 Except as provided in paragraph 2 of this Article, the provisions of this Convention shall not apply to the carriage of postal items.

## CHAPTER II

### *Documentation and Duties of the Parties relating to the Carriage of Passengers, Baggage and Cargo*

#### **Article 3 — Passengers and Baggage.**

1 In respect of carriage of passengers, an individual or collective document of carriage shall be delivered containing:

- (a) an indication of the places of departure and destination;
- (b) if the places of departure and destination are within the territory of a single State Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place.

2 Any other means which preserves the information indicated in paragraph 1 may be substituted for the delivery of the document referred to in that

paragraph. If any such other means is used, the carrier shall offer to deliver to the passenger a written statement of the information so preserved.

**3** The carrier shall deliver to the passenger a baggage identification tag for each piece of checked baggage.

**4** The passenger shall be given written notice to the effect that where this Convention is applicable it governs and may limit the liability of carriers in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay.

**5** Non-compliance with the provisions of the foregoing paragraphs shall not affect the existence or the validity of the contract of carriage, which shall, nonetheless, be subject to the rules of this Convention including those relating to limitation of liability.

#### **Article 4 — Cargo.**

**1** In respect of the carriage of cargo, an air waybill shall be delivered.

**2** Any other means which preserves a record of the carriage to be performed may be substituted for the delivery of an air waybill. If such other means are used, the carrier shall, if so requested by the consignor, deliver to the consignor a cargo receipt permitting identification of the consignment and access to the information contained in the record preserved by such other means.

#### **Article 5 — Contents of Air Waybill or Cargo Receipt.**

The air waybill or the cargo receipt shall include:

- (a) an indication of the places of departure and destination;

- (b) if the places of departure and destination are within the territory of a single State Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place; and
- (c) an indication of the weight of the consignment.

**Article 6 — Document Relating to the Nature of the Cargo.**

The consignor may be required, if necessary to meet the formalities of customs, police and similar public authorities, to deliver a document indicating the nature of the cargo. This provision creates for the carrier no duty, obligation or liability resulting therefrom.

**Article 7 — Description of Air Waybill.**

1 The air waybill shall be made out by the consignor in three original parts.

2 The first part shall be marked "for the carrier"; it shall be signed by the consignor. The second part shall be marked "for the consignee"; it shall be signed by the consignor and by the carrier. The third part shall be signed by the carrier who shall hand it to the consignor after the cargo has been accepted.

3 The signature of the carrier and that of the consignor may be printed or stamped.

4 If, at the request of the consignor, the carrier makes out the air waybill, the carrier shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.



**Article 8 — Documentation for Multiple Packages.**

When there is more than one package:

- (a) the carrier of cargo has the right to require the consignor to make out separate air waybills;
- (b) the consignor has the right to require the carrier to deliver separate cargo receipts when the other means referred to in paragraph 2 of Article 4 are used.

**Article 9 — Non-compliance with Documentary Requirements.**

Non-compliance with the provisions of Articles 4 to 8 shall not affect the existence or the validity of the contract of carriage, which shall, nonetheless, be subject to the rules of this Convention including those relating to limitation of liability.

**Article 10 — Responsibility for Particulars of Documentation.**

**1** The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by it or on its behalf in the air waybill or furnished by it or on its behalf to the carrier for insertion in the cargo receipt or for insertion in the record preserved by the other means referred to in paragraph 2 of Article 4. The foregoing shall also apply where the person acting on behalf of the consignor is also the agent of the carrier.

**2** The consignor shall indemnify the carrier against all damage suffered by it, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on its behalf.

3 Subject to the provisions of paragraphs 1 and 2 of this Article, the carrier shall indemnify the consignor against all damage suffered by it, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on its behalf in the cargo receipt or in the record preserved by the other means referred to in paragraph 2 of Article 4.

#### **Article 11 — Evidentiary Value of Documentation.**

1 The air waybill or the cargo receipt is prima facie evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.

2 Any statements in the air waybill or the cargo receipt relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are prima facie evidence of the facts stated; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill or the cargo receipt to have been, checked by it in the presence of the consignor, or relate to the apparent condition of the cargo.

#### **Article 12 — Right of Disposition of Cargo**

1 Subject to its liability to carry out all its obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the airport of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated, or by requiring it to be returned to the airport of departure. The consignor must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and must reimburse any expenses occasioned by the exercise of this right.

2 If it is impossible to carry out the instructions of the consignor, the carrier must so inform the consignor forthwith.

3 If the carrier carries out the instructions of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill or the cargo receipt delivered to the latter, the carrier will be liable, without prejudice to its right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill or the cargo receipt.

4 The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with Article 13. Nevertheless, if the consignee declines to accept the cargo, or cannot be communicated with, the consignor resumes its right of disposition.

### **Article 13 — Delivery of the Cargo.**

1 Except when the consignor has exercised its right under Article 12, the consignee is entitled, on arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to it, on payment of the charges due and on complying with the conditions of carriage.

2 Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the cargo arrives.

3 If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee is entitled to enforce against the carrier the rights which flow from the contract of carriage.

**Article 14 — Enforcement of the Rights of Consignor and Consignee.**

The consignor and the consignee can respectively enforce all the rights given to them by Articles 12 and 13, each in its own name, whether it is acting in its own interest or in the interest of another, provided that it carries out the obligations imposed by the contract of carriage.

**Articles 15 — Relations of Consignor and Consignee or Mutual Relations of Third Parties.**

**1** Articles 12, 13 and 14 do not affect either the relations of the consignor and the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

**2** The provisions of Articles 12, 13 and 14 can only be varied by express provision in the air waybill or the cargo receipt.

**Article 16 — Formalities of Customs, Police or Other Public Authorities.**

**1** The consignor must furnish such information and such documents as are necessary to meet the formalities of customs, police and any other public authorities before the cargo can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, its servants or agents.

**2** The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

**CHAPTER III**

*Liability of the Carrier and Extent of Compensation for Damage*

**Article 17 — Death and Injury of Passengers—Damage to Baggage.**

**1** The carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

**2** The carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents.

**3** If the carrier admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of twenty-one days after the date on which it ought to have arrived, the passenger is entitled to enforce against the carrier the rights which flow from the contract of carriage.

**4** Unless otherwise specified, in this Convention the term "baggage" means both checked baggage and unchecked baggage.

#### **Article 18 — Damage to Cargo.**

**1** The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the event which caused the damage so sustained took place during the carriage by air.

**2** However, the carrier is not liable if and to the extent it proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:

- (a) inherent defect, quality or vice of that cargo;
- (b) defective packing of that cargo performed by a person other than the carrier or its servants or agents;
- (c) an act of war or an armed conflict;
- (d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.

**3** The carriage by air within the meaning of paragraph 1 of this Article comprises the period during which the cargo is in the charge of the carrier.

**4** The period of the carriage by air does not extend to any carriage by land, by sea or by inland waterway performed outside an airport. If, however, such carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air. If a carrier, without the consent of the consignor, substitutes carriage by another mode of transport for the whole or part of a carriage intended by the agreement between the parties to be carriage by air, such carriage by another mode of transport is deemed to be within the period of carriage by air.

#### **Article 19 — Delay.**

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

**Article 20 — Exoneration.**

If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When by reason of death or injury of a passenger compensation is claimed by a person other than the passenger, the carrier shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that passenger. This Article applies to all the liability provisions in this Convention, including paragraph 1 of Article 21.

**Article 21 — Compensation in Case of Death or Injury of Passengers.**

**1** For damages arising under paragraph 1 of Article 17 not exceeding 100,000 Special Drawing Rights for each passenger, the carrier shall not be able to exclude or limit its liability.

**2** The carrier shall not be liable for damages arising under paragraph 1 of Article 17 to the extent that they exceed for each passenger 100,000 Special Drawing Rights if the carrier proves that:

- (a) such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
- (b) such damage was solely due to the negligence or other wrongful act or omission of a third party.

**Article 22 — Limits of Liability in Relation to Delay, Baggage and Cargo.**

1 In the case of damage caused by delay as specified in Article 19 in the carriage of persons, the liability of the carrier for each passenger is limited to 4,150 Special Drawing Rights.

2 In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1,000 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

3 In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or delay is limited to a sum of 17 Special Drawing Rights per kilogramme, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the consignor's actual interest in delivery at destination.

4 In the case of destruction, loss, damage or delay of part of the cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the destruction, loss, damage or delay of a part of the cargo, or of an object contained therein, affects the value of other packages covered by the same air waybill, or the same receipt or, if they were not issued, by the same record preserved by the other



means referred to in paragraph 2 of Article 4, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

**5** The foregoing provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of its employment.

**6** The limits prescribed in Article 21 and in this Article shall not prevent the court from awarding, in accordance with its own law, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff, including interest. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

### **Article 23 — Conversion of Monetary Units.**

**1** The sums mentioned in terms of Special Drawing Right in this Convention shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value of such currencies in terms of the Special Drawing Right at the date of the judgement. The value of a national currency, in terms of the Special Drawing Right, of a State Party which is a Member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund, in effect at the date of the judgement, for its operations and transactions. The value of a national currency, in terms of the Special Drawing Right, of a State Party which is

not a Member of the International Monetary Fund, shall be calculated in a manner determined by that State.

2 Nevertheless, those States which are not Members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 of this Article may, at the time of ratification or accession or at any time thereafter, declare that the limit of liability of the carrier prescribed in Article 21 is fixed at a sum of 1,500,000 monetary units per passenger in judicial proceedings in their territories; 62,500 monetary units per passenger with respect to paragraph 1 of Article 22; 15,000 monetary units per passenger with respect to paragraph 2 of Article 22; and 250 monetary units per kilogramme with respect to paragraph 3 of Article 22. This monetary unit corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. These sums may be converted into the national currency concerned in round figures. The conversion of these sums into national currency shall be made according to the law of the State concerned.

3 The calculation mentioned in the last sentence of paragraph 1 of this Article and the conversion method mentioned in paragraph 2 of this Article shall be made in such manner as to express in the national currency of the State Party as far as possible the same real value for the amounts in Articles 21 and 22 as would result from the application of the first three sentences of paragraph 1 of this Article. States Parties shall communicate to the depositary the manner of calculation pursuant to paragraph 1 of this Article, or the result of the conversion in paragraph 2 of this Article as the case may be, when depositing an instrument of ratification, acceptance, approval of or accession to this Convention and whenever there is a change in either.

#### **Article 24 — Review of Limits.**

1 Without prejudice to the provisions of Article 25 of this Convention and subject to paragraph 2 below, the limits of liability prescribed in Articles 21, 22 and 23 shall be reviewed by the Depositary at five-year intervals, the first such review to take place at the end of the fifth year following the date of entry into force of this Convention, or if the Convention does not enter into force within five years of the date it is first open for signature, within the first year of its entry into force, by reference to an inflation factor which corresponds to the accumulated rate of inflation since the previous revision or in the first instance since the date of entry into force of the Convention. The measure of the rate of inflation to be used in determining the inflation factor shall be the weighted average of the annual rates of increase or decrease in the Consumer Price Indices of the States whose currencies comprise the Special Drawing Right mentioned in paragraph 1 of Article 23.

2 If the review referred to in the preceding paragraph concludes that the inflation factor has exceeded 10 per cent, the Depositary shall notify States Parties of a revision of the limits of liability. Any such revision shall become effective six months after its notification to the States Parties. If within three months after its notification to the States Parties a majority of the States Parties register their disapproval, the revision shall not become effective and the Depositary shall refer the matter to a meeting of the States Parties. The Depositary shall immediately notify all States Parties of the coming into force of any revision.

3 Notwithstanding paragraph 1 of this Article, the procedure referred to in paragraph 2 of this Article shall be applied at any time provided that one-third of the States Parties express a desire to that effect and upon condition that the inflation factor referred to in paragraph 1 has exceeded 30 per cent since the previous revision or since the date of entry into force of this Convention if there has been no previous revision. Subsequent reviews using the procedure described in paragraph 1 of this Article will take place at five-year intervals starting at the end of the fifth year following the date of the reviews under the present paragraph.

**Article 25 — Stipulation on Limits.**

A carrier may stipulate that the contract of carriage shall be subject to higher limits of liability than those provided for in this Convention or to no limits of liability whatsoever.

**Article 26 — Invalidity of Contractual Provisions.**

Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.

**Article 27 — Freedom to Contract.**

Nothing contained in this Convention shall prevent the carrier from refusing to enter into any contract of carriage, from waiving any defences available under the Convention, or from laying down conditions which do not conflict with the provisions of this Convention.

**Article 28 — Advance Payments.**

In the case of aircraft accidents resulting in death or injury of passengers, the carrier shall, if required by its national law, make advance payments without delay to a natural person or persons who are entitled to claim compensation in order to meet the immediate economic needs of such persons. Such advance payments shall not constitute a recognition of liability and may be offset against any amounts subsequently paid as damages by the carrier.

**Article 29 — Basis of Claims.**

In the carriage of passengers, baggage and cargo, any action for damages, however founded, whether under this Convention or in contract or in tort or otherwise, can only be brought subject to the conditions and such limits of liability

as are set out in this Convention without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights. In any such action, punitive, exemplary or any other non-compensatory damages shall not be recoverable.

**Article 30 — Servants, Agents — Aggregation of Claims.**

**1** If an action is brought against a servant or agent of the carrier arising out of damage to which the Convention relates, such servant or agent, if they prove that they acted within the scope of their employment, shall be entitled to avail themselves of the conditions and limits of liability which the carrier itself is entitled to invoke under this Convention.

**2** The aggregate of the amounts recoverable from the carrier, its servants and agents, in that case, shall not exceed the said limits.

**3** Save in respect of the carriage of cargo, the provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

**Article 31 — Timely Notice of Complaints.**

**1** Receipt by the person entitled to delivery of checked baggage or cargo without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the document of carriage or with the record preserved by the other means referred to in paragraph 2 of Article 3 and paragraph 2 of Article 4.

**2** In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of checked baggage and fourteen

days from the date of receipt in the case of cargo. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his or her disposal.

**3** Every complaint must be made in writing and given or dispatched within the times aforesaid.

**4** If no complaint is made within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on its part.

**Article 32 — Death of Person Liable.**

In the case of the death of the person liable, an action for damages lies in accordance with the terms of this Convention against those legally representing his or her estate.

**Article 33 — Jurisdiction.**

**1** An action for damages must be brought, at the option of the plaintiff, in the territory of one of the States Parties, either before the court of the domicile of the carrier or of its principal place of business, or where it has a place of business through which the contract has been made or before the court at the place of destination.

**2** In respect of damage resulting from the death or injury of a passenger, an action may be brought before one of the courts mentioned in paragraph 1 of this Article, or in the territory of a State Party in which at the time of the accident the passenger has his or her principal and permanent residence and to or from which the carrier operates services for the carriage of passengers by air, either on its own aircraft, or on another carrier's aircraft pursuant to a commercial agreement, and in which that carrier conducts its business of carriage of passengers

by air from premises leased or owned by the carrier itself or by another carrier with which it has a commercial agreement.

**3** For the purposes of paragraph 2,

- (a) "commercial agreement<sup>2</sup> means an agreement, other than an agency agreement, made between carriers and relating to the provision of their joint services for carriage of passengers by air;
- (b) "principal and permanent residence" means the one fixed and permanent abode of the passenger at the time of the accident. The nationality of the passenger shall not be the determining factor in this regard.

**4** Questions of procedure shall be governed by the law of the court seised of the case.

#### **Article 34 — Arbitration.**

**1** Subject to the provisions of this Article, the parties to the contract of carriage for cargo may stipulate that any dispute relating to the liability of the carrier under this Convention shall be settled by arbitration. Such agreement shall be in writing.

**2** The arbitration proceedings shall, at the option of the claimant, take place within one of the jurisdictions referred to in Article 33.

**3** The arbitrator or arbitration tribunal shall apply the provisions of this Convention.

4 The provisions of paragraphs 2 and 3 of this Article shall be deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith shall be null and void.

**Article 35 — Limitation of Actions.**

1 The right to damages shall be extinguished if an action is not brought within a period of two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

2 The method of calculating that period shall be determined by the law of the court seised of the case.

**Article 36 — Successive Carriage.**

1 In the case of carriage to be performed by various successive carriers and falling within the definition set out in paragraph 3 of Article 1, each carrier which accepts passengers, baggage or cargo is subject to the rules set out in this Convention and is deemed to be one of the parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under its supervision.

2 In the case of carriage of this nature, the passenger or any person entitled to compensation in respect of him or her can take action only against the carrier which performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

3 As regards baggage or cargo, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further,



each may take action against the carrier which performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

**Article 37 — Right of Recourse against Third Parties.**

Nothing in this Convention shall prejudice the question whether a person liable for damage in accordance with its provisions has a right of recourse against any other person.

CHAPTER IV

*Combined Carriage*

**Article 38 — Combined Carriage.**

1 In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Convention shall, subject to paragraph 4 of Article 18, apply only to the carriage by air, provided that the carriage by air falls within the terms of Article 1.

2 Nothing in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Convention are observed as regards the carriage by air.

CHAPTER V

*Carriage by Air Performed by a Person other than the Contracting Carrier*

**Article 39 — Contracting Carrier — Actual Carrier.**

The provisions of this Chapter apply when a person (hereinafter referred to as "the contracting carrier") as a principal makes a contract governed by this Convention with a passenger or consignor or with a person acting on behalf of the

passenger or consignor, and another person (hereinafter referred to as "the actual carrier") performs, by virtue of authority from the contracting carrier, the whole or part of the carriage, but is not with respect to such part a successive carrier within the meaning of this Convention. Such authority shall be presumed in the absence of proof to the contrary.

**Article 40 — Respective Liability of Contracting and Actual Carriers.**

If an actual carrier performs the whole or part of carriage which, according to the contract referred to in Article 39, is governed by this Convention, both the contracting carrier and the actual carrier shall, except as otherwise provided in this Chapter, be subject to the rules of this Convention, the former for the whole of the carriage contemplated in the contract, the latter solely for the carriage which it performs.

**Article 41 — Mutual Liability.**

**1** The acts and omissions of the actual carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the contracting carrier.

**2** The acts and omissions of the contracting carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the actual carrier. Nevertheless, no such act or omission shall subject the actual carrier to liability exceeding the amounts referred to in Articles 21, 22, 23 and 24. Any special agreement under which the contracting carrier assumes obligations not imposed by this Convention or any waiver of rights or defences conferred by this Convention or any special declaration of interest in delivery at destination contemplated in Article 22 shall not affect the actual carrier unless agreed to by it.

**Article 42 — Addressee of Complaints and Instructions.**

Any complaint to be made or instruction to be given under this Convention to the carrier shall have the same effect whether addressed to the contracting carrier or to the actual carrier. Nevertheless, instructions referred to in Article 12 shall only be effective if addressed to the contracting carrier.

**Article 43 — Servants and Agents.**

In relation to the carriage performed by the actual carrier, any servant or agent of that carrier or of the contracting carrier shall, if they prove that they acted within the scope of their employment, be entitled to avail themselves of the conditions and limits of liability which are applicable under this Convention to the carrier whose servant or agent they are, unless it is proved that they acted in a manner that prevents the limits of liability from being invoked in accordance with this Convention.

**Article 44 — Aggregation of Damages.**

In relation to the carriage performed by the actual carrier, the aggregate of the amounts recoverable from that carrier and the contracting carrier, and from their servants and agents acting within the scope of their employment, shall not exceed the highest amount which could be awarded against either the contracting carrier or the actual carrier under this Convention, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to that person.

**Article 45 — Addressee of Claims.**

In relation to the carriage performed by the actual carrier, an action for damages may be brought, at the option of the plaintiff, against that carrier or the contracting carrier, or against both together or separately. If the action is brought against only one of those carriers, that carrier shall have the right to require the other carrier to be joined in the proceedings, the procedure and effects being governed by the law of the court seised of the case.

**Article 46 — Additional Jurisdiction.**

Any action for damages contemplated in Article 45 must be brought, at the option of the plaintiff, in the territory of one of the States Parties, either before a court in which an action may be brought against the contracting carrier, as provided in Article 33, or before the court having jurisdiction at the place where the actual carrier has its domicile or its principal place of business.

**Article 47 — Invalidity of Contractual Provisions.**

Any contractual provision tending to relieve the contracting carrier or the actual carrier of liability under this Chapter or to fix a lower limit than that which is applicable according to this Chapter shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Chapter.

**Article 48 — Mutual Relations of Contracting and Actual Carriers.**

Except as provided in Article 45, nothing in this Chapter shall affect the rights and obligations of the carriers between themselves, including any right of recourse or indemnification.

**CHAPTER VI***Other Provisions***Article 49 — Mandatory Application.**

Any clause contained in the contract of carriage and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void.

**Article 50 — Insurance.**

States Parties shall require their carriers to maintain adequate insurance covering their liability under this Convention. A carrier may be required by the State Party into which it operates to furnish evidence that it maintains adequate insurance covering its liability under this Convention.

**Article 51 — Carriage Performed in Extraordinary Circumstances.**

The provisions of Articles 3 to 5, 7 and 8 relating to the documentation of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of a carrier's business.

**Article 52 — Definition of Days.**

The expression "days" when used in this Convention means calendar days, not working days.

## CHAPTER VII

### *Final Clauses*

**Article 53 — Signature, Ratification and Entry into Force.**

2 . . . For the purpose of this Convention, a "Regional Economic Integration Organisation" means any organisation which is constituted by sovereign States of a given region which has competence in respect of certain matters governed by this Convention and has been duly authorized to sign and to ratify, accept, approve or accede to this Convention. A reference to a "State Party" or "States Parties" in this Convention, otherwise than in paragraph 2 of Article 1, paragraph 1(b) of Article 3, paragraph (b) of Article 5, Articles 23, 33, 46 and paragraph (b) of Article 57, applies equally to a Regional Economic Integration Organisation. For the purpose of Article 24, the references to "a majority of the States Parties" and "one-third of the States Parties" shall not apply to a Regional Economic Integration Organisation.

**Article 55 — Relationship with other Warsaw Convention Instruments.**

This Convention shall prevail over any rules which apply to international carriage by air:

**1** between States Parties to this Convention by virtue of those States commonly being Party to:

- (a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air Signed at Warsaw on 12 October 1929 (hereinafter called the Warsaw Convention);
- (b) the Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air Signed at Warsaw on 12 October 1929, Done at The Hague on 28 September 1955 (hereinafter called The Hague Protocol);
- (c) the Convention, Supplementary to the Warsaw Convention, for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other than the Contracting Carrier, signed at Guadalajara on 18 September 1961 (hereinafter called the Guadalajara Convention);
- (d) the Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air Signed at Warsaw on 12 October 1929 as Amended by the Protocol Done at The Hague

on 28 September 1955 Signed at Guatemala City on 8 March 1971 (hereinafter called the Guatemala City Protocol);

- (e) Additional Protocol Nos. 1 to 3 and Montreal Protocol No 4 to amend the Warsaw Convention as amended by The Hague Protocol or the Warsaw Convention as amended by both The Hague Protocol and the Guatemala City Protocol Signed at Montreal on 25 September 1975 (hereinafter called the Montreal Protocols); or

**2** within the territory of any single State Party to this Convention by virtue of that State being Party to one or more of the instruments referred to in subparagraphs (a) to (e) above.

**Article 57 — Reservations.**

No reservation may be made to this Convention except that a State Party may at any time declare by a notification addressed to the Depositary that this Convention shall not apply to:

- (a) international carriage by air performed and operated directly by that State Party for non-commercial purposes in respect to its functions and duties as a sovereign State; and/or
- (b) the carriage of persons, cargo and baggage for its military authorities on aircraft registered in or leased by that State Party, the whole capacity of which has been reserved by or on behalf of such authorities.

*[Paragraphs 53 (save for part of paragraph 2), 54 and 56 and the concluding words of the Convention are not reproduced. They deal with signature, ratification, coming into force, denunciation and territorial extent where a State has more than one system of law]*



**SCHEDULE 11**

Section 149(5)

**GUADALAJARA CONVENTION 1961**

**PART I THE ENGLISH TEXT**

**CONVENTION**

**SUPPLEMENTARY TO THE WARSAW CONVENTION, FOR THE  
UNIFICATION OF CERTAIN RULES RELATING TO INTERNATIONAL  
CARRIAGE BY AIR PERFORMED BY A PERSON OTHER THAN THE  
CONTRACTING CARRIER**

**Article I**

In this Convention:

- (a) . . .
- (b) **"contracting carrier"** means a person who as a principal makes an agreement for carriage governed by the Warsaw Convention with a passenger or consignor or with a person acting on behalf of the passenger or consignor,
- (c) **"actual carrier"** means a person, other than the contracting carrier, who, by virtue of authority from the contracting carrier, performs the whole or part of

the carriage contemplated in paragraph (b) but who is not with respect to such part a successive carrier within the meaning of the Warsaw Convention. Such authority is presumed in the absence of proof to the contrary.

## **Article II**

If an actual carrier performs the whole or part of carriage which, according to the agreement referred to in Article I, paragraph (b), is governed by the Warsaw Convention, both the contracting carrier and the actual carrier shall, except as otherwise provided in this Convention, be subject to the rules of the Warsaw Convention, the former for the whole of the carriage contemplated in the agreement, the latter solely for the carriage which he performs.

## **Article III**

**1** The acts and omissions of the actual carrier and of his servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the contracting carrier.

**2** The acts and omissions of the contracting carrier and of his servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the actual carrier. Nevertheless, no such act or omission shall subject the actual carrier to liability exceeding the limits specified in Article 22 of the Warsaw Convention. Any special agreement under which the contracting carrier assumes obligations not imposed by the Warsaw Convention or any waiver of rights conferred by that Convention or any special declaration of interest in delivery at destination contemplated in Article 22 of the said Convention, shall not affect the actual carrier unless agreed to by him.

**Article IV**

Any complaint to be made or order to be given under the Warsaw Convention to the carrier shall have the same effect whether addressed to the contracting carrier or to the actual carrier. Nevertheless, orders referred to in Article 12 of the Warsaw Convention shall only be effective if addressed to the contracting carrier.

**Article V**

In relation to the carriage performed by the actual carrier, any servant or agent of that carrier or of the contracting carrier shall, if he proves that he acted within the scope of his employment, be entitled to avail himself of the limits of liability which are applicable under this Convention to the carrier whose servant or agent he is unless it is proved that he acted in a manner which, under the Warsaw Convention, prevents the limits of liability from being invoked.

**Article VI**

In relation to the carriage performed by the actual carrier, the aggregate of the amounts recoverable from that carrier and the contracting carrier, and from their servants and agents acting within the scope of their employment, shall not exceed the highest amount which could be awarded against either the contracting carrier or the actual carrier under this Convention, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to him.

**Article VII**

In relation to the carriage performed by the actual carrier, an action for damages may be brought, at the option of the plaintiff, against that carrier or the contracting carrier, or against both together or separately. If the action is brought against only one of those carriers, that carrier shall have the right to require the other carrier to be joined in the proceedings, the procedure and effects being governed by the law of the court seised of the case.

**Article VIII**

Any action for damages contemplated in Article VII of this Convention must be brought, at the option of the plaintiff, either before a court in which an action may be brought against the contracting carrier, as provided in Article 28 of the Warsaw Convention, or before the court having jurisdiction at the place where the actual carrier is ordinarily resident or has his principal place of business.

**Article IX**

**1** Any contractual provision tending to relieve the contracting carrier or the actual carrier of liability under this Convention or to fix a lower limit than that which is applicable according to this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole agreement, which shall remain subject to the provisions of this Convention.

**2** In respect of the carriage performed by the actual carrier, the preceding paragraph shall not apply to contractual provisions governing loss or damage resulting from the inherent defect, quality or vice of the cargo carried.

**3** Any clause contained in an agreement for carriage and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless, for the carriage of cargo arbitration clauses are allowed, subject to this Convention, if the arbitration is to take place in one of the jurisdictions referred to in Article VIII.

**Article X**

Except as provided in Article VII, nothing in this Convention shall affect the rights and obligations of the two carriers between themselves.

**Articles XI–XVIII**

...

*Article I: para (a) (omitted) defines “Warsaw Convention”.*

*Articles XI–XVIII: (omitted) deal with the coming into force of the Convention and provide that in the case of inconsistency the text in French shall prevail.*

**PART II THE FRENCH TEXT**

**CONVENTION**

**COMPLEMENTAIRE A LA CONVENTION DE VARSOVIE, POUR  
L'UNIFICATION DE CERTAINES REGLES RELATIVES AU TRANSPORT  
AERIEN INTERNATIONAL EFFECTUE PAR UNE PERSONNE AUTRE  
QUE LE TRANSPORTEUR CONTRACTUEL**

**Article Premier**

Dans la présente Convention:

- (a) . . .
- (b) "transporteur contractuel" signifie une personne partie à un contrat de transport régi par la Convention de Varsovie et conclu avec un passager ou un expéditeur ou avec une personne agissant pour le compte du passager ou de l'expéditeur;
- (c) "transporteur de fait" signifie une personne, autre que le transporteur contractuel, qui, en vertu d'une autorisation donnée par le transporteur contractuel, effectue tout ou partie du transport prévu à l'alinéa (b)

mais n'est pas, en ce qui concerne cette partie, un transporteur successif au sens de la Convention de Varsovie. Cette autorisation est présumée, sauf preuve contraire.

## **Article II**

Sauf disposition contraire de la présente Convention, si un transporteur de fait effectue tout ou partie du transport qui, conformément au contrat visé à l'article premier, alinéa (b), est régi par la Convention de Varsovie, le transporteur contractuel et le transporteur de fait sont soumis aux règles de la Convention de Varsovie, le premier pour la totalité du transport envisagé dans le contrat, le second seulement pour le transport qu'il effectue.

## **Article III**

**1** Les actes et omissions du transporteur de fait ou de ses préposés agissant dans l'exercice de leurs fonctions, relatifs au transport effectué par le transporteur de fait, sont réputés être également ceux du transporteur contractuel.

**2** Les actes et omissions du transporteur contractuel ou de ses préposés agissant dans l'exercice de leurs fonctions, relatifs au transport effectué par le transporteur de fait, sont réputés être également ceux du transporteur de fait. Toutefois, aucun de ces actes ou omissions ne pourra soumettre le transporteur de fait à une responsabilité dépassant les limites prévues à l'article 22 de la Convention de Varsovie. Aucun accord spécial aux termes duquel le transporteur contractuel assume des obligations que n'impose pas la Convention de Varsovie, aucune renonciation à des droits prévus par ladite Convention ou aucune déclaration spéciale d'intérêt à la livraison, visée à l'article 22 de ladite Convention, n'auront d'effet à l'égard du transporteur de fait, sauf consentement de ce dernier.

## **Article IV**

Les ordres ou protestations à notifier au transporteur, en application de la Convention de Varsovie, ont le même effet qu'ils soient adressés au transporteur contractuel ou au transporteur de fait. Toutefois, les ordres visés à l'article 12 de la Convention de Varsovie n'ont d'effet que s'ils sont adressés au transporteur contractuel.

#### **Article V**

En ce qui concerne le transport effectué par le transporteur de fait, tout préposé de ce transporteur ou du transporteur contractuel, s'il prouve qu'il a agi dans l'exercice de ses fonctions, peut se prévaloir des limites de responsabilité applicables, en vertu de la présente Convention, au transporteur dont il est préposé, sauf s'il est prouvé qu'il a agi de telle façon que les limites de responsabilité ne puissent être invoquées aux termes de la Convention de Varsovie.

#### **Article VI**

En ce qui concerne le transport effectué par le transporteur de fait, le montant total de la réparation qui peut être obtenu de ce transporteur, du transporteur contractuel et de leurs préposés quand ils ont agi dans l'exercice de leurs fonctions, ne peut pas dépasser l'indemnité la plus élevée qui peut être mise à charge soit du transporteur contractuel, soit du transporteur de fait, en vertu de la présente Convention, sous réserve qu'aucune des personnes mentionnées dans le présent article ne puisse être tenue pour responsable au delà de la limite qui lui est applicable.

#### **Article VII**

Toute action en responsabilité, relative au transport effectuée par le transporteur de fait, peut être intentée, au choix du demandeur, contre ce transporteur ou le transporteur contractuel ou contre l'un et l'autre, conjointement ou séparément. Si l'action est intentée contre l'un seulement de ces transporteurs, ledit transporteur aura le droit d'appeler l'autre transporteur en intervention devant

le tribunal saisi, les effets de cette intervention ainsi que la procédure qui lui est applicable étant réglés par la loi de ce tribunal.

### **Article VIII**

Toute action en responsabilité, prévue à l'article VII de la présente Convention, doit être portée, au choix du demandeur, soit devant l'un des tribunaux où une action peut être intentée au transporteur contractuel, conformément à l'article 28 de la Convention de Varsovie, soit devant le tribunal du domicile du transporteur de fait ou du siège principal de son exploitation.

### **Article IX**

**1** Toute clause tendant à exonérer le transporteur contractuel ou le transporteur de fait de leur responsabilité en vertu de la présente Convention ou à établir une limite inférieure à celle qui est fixée dans la présente Convention est nulle et de nul effet, mais la nullité de cette clause n'entraîne pas la nullité du contrat qui reste soumis aux dispositions de la présente Convention.

**2** En ce qui concerne le transport effectué par le transporteur de fait, le paragraphe précédent ne s'applique pas aux clauses concernant la perte ou le dommage résultant de la nature ou du vice propre des marchandises transportées.

**3** Sont nulles toutes clauses du contrat de transport et toutes conventions particulières antérieures au dommage par lesquelles les parties dérogeraient aux règles de la présente Convention soit par une détermination de la loi applicable, soit par une modification des règles de compétence. Toutefois, dans le transport des marchandises, les clauses d'arbitrage sont admises, dans les limites de la présente Convention, lorsque l'arbitrage doit s'effectuer dans les lieux de compétence des tribunaux prévus à l'article VIII.

### **Article X**



Sous réserve de l'article VII, aucune disposition de la présente Convention ne peut être interprétée comme affectant les droits et obligations existant entre les deux transporteurs.

**SCHEDULE 12**

Section 158

**MONTREAL CONVENTION AMENDED for the purposes of non-  
international carriage in the Bailiwick of Guernsey****CHAPTER I***General Provisions***Article 1 — Scope of Application.**

**1** This Schedule applies to all carriage of persons, baggage or cargo performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.

**4** This Schedule applies also to carriage as set out in Chapter V, subject to the terms contained therein.

**Article 2 — Carriage Performed by State and Carriage of Postal Items.**

**1** This Schedule applies to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in Article 1.

**2** In the carriage of postal items, the carrier shall be liable only to the relevant postal administration in accordance with the rules applicable to the relationship between the carriers and the postal administrations.

**3** Except as provided in paragraph 2 of this Article, the provisions of this Schedule shall not apply to the carriage of postal items.

## CHAPTER II

*Documentation and Duties of the Parties relating to the Carriage of Passengers,  
Baggage and Cargo***Article 3 — Passengers and Baggage.**

3 The carrier shall deliver to the passenger a baggage identification tag for each piece of checked baggage.

5 Non-compliance with the provisions of the foregoing paragraphs shall not affect the existence or the validity of the contract of carriage, which shall, nonetheless, be subject to the rules of this Schedule including those relating to limitation of liability.

## CHAPTER III

*Liability of the Carrier and Extent of Compensation for Damage***Article 17 — Death and Injury of Passengers—Damage to Baggage.**

1 The carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

2 The carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked

baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents.

3 If the carrier admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of twenty-one days after the date on which it ought to have arrived, the passenger is entitled to enforce against the carrier the rights which flow from the contract of carriage.

4 Unless otherwise specified, in this Schedule the term "baggage" means both checked baggage and unchecked baggage.

#### **Article 18 — Damage to Cargo.**

1 The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the event which caused the damage so sustained took place during the carriage by air.

2 However, the carrier is not liable if and to the extent it proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:

- (a) inherent defect, quality or vice of that cargo;
- (b) defective packing of that cargo performed by a person other than the carrier or its servants or agents;
- (c) an act of war or an armed conflict;
- (d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.

3 The carriage by air within the meaning of paragraph 1 of this Article comprises the period during which the cargo is in the charge of the carrier.

4 The period of the carriage by air does not extend to any carriage by land, by sea or by inland waterway performed outside an airport. If, however, such carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air. If a carrier, without the consent of the consignor, substitutes carriage by another mode of transport for the whole or part of a carriage intended by the agreement between the parties to be carriage by air, such carriage by another mode of transport is deemed to be within the period of carriage by air.

#### **Article 19 — Delay.**

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

#### **Article 20 — Exoneration.**

If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When by reason of death or injury of a passenger compensation is claimed by a person other than the passenger, the carrier shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that

passenger. This Article applies to all the liability provisions in this Schedule, including paragraph 1 of Article 21.

**Article 21 — Compensation in Case of Death or Injury of Passengers.**

1 For damages arising under paragraph 1 of Article 17 not exceeding 100,000 Special Drawing Rights for each passenger, the carrier shall not be able to exclude or limit its liability.

2 The carrier shall not be liable for damages arising under paragraph 1 of Article 17 to the extent that they exceed for each passenger 100,000 Special Drawing Rights if the carrier proves that:

- (a) such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
- (b) such damage was solely due to the negligence or other wrongful act or omission of a third party.

**Article 22 — Limits of Liability in Relation to Delay, Baggage and Cargo.**

1 In the case of damage caused by delay as specified in Article 19 in the carriage of persons, the liability of the carrier for each passenger is limited to 4,150 Special Drawing Rights.

2 In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1,000 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it

proves that the sum is greater than the passenger's actual interest in delivery at destination.

**3** In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or delay is limited to a sum of 17 Special Drawing Rights per kilogramme, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the consignor's actual interest in delivery at destination.

**4** In the case of destruction, loss, damage or delay of part of the cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the destruction, loss, damage or delay of a part of the cargo, or of an object contained therein, affects the value of other packages covered by the same air waybill, or the same receipt or any alternative record, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

**5** The foregoing provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of its employment.

**6** The limits prescribed in Article 21 and in this Article shall not prevent the court from awarding, in accordance with its own law, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred

by the plaintiff, including interest. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

**Article 23 — Conversion of Monetary Units.**

**1** The sums mentioned in terms of Special Drawing Right in this Schedule shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value of such currencies in terms of the Special Drawing Right at the date of the judgement.

**2** The value on a particular day of one Special Drawing Right shall be treated as equal to such a sum in sterling as the International Monetary Fund has fixed as being the equivalent of one Special Drawing Right -

- (a) for that day, or
- (b) if no sum has been fixed for that day, for the last day before that day for which a sum has been fixed.

**3** A certificate given by or on behalf of the Department stating -

- (a) that a particular sum in sterling has been fixed by the International Monetary Fund as referred to in paragraph 2 for a particular day, or
- (b) that no sum has been so fixed for a particular day and that a particular sum in sterling has been so fixed for a



day which is the last day for which a sum has been fixed before the particular day.

shall be conclusive evidence of those matters for the purposes of this article, and a document purporting to be such a certificate shall in any proceedings be received in evidence and, unless the contrary is proved, be deemed to be such a certificate.

**Article 25 — Stipulation on Limits.**

A carrier may stipulate that the contract of carriage shall be subject to higher limits of liability than those provided for in this Schedule or to no limits of liability whatsoever.

**Article 26 — Invalidity of Contractual Provisions.**

Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Schedule shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Schedule.

**Article 27 — Freedom to Contract.**

Nothing contained in this Schedule shall prevent the carrier from refusing to enter into any contract of carriage, from waiving any defences available under the Schedule, or from laying down conditions which do not conflict with the provisions of this Schedule.

**Article 28 — Advance Payments.**

In the case of aircraft accidents resulting in death or injury of passengers, the carrier shall, if required by its national law, make advance payments without delay to a natural person or persons who are entitled to claim compensation in order to meet the immediate economic needs of such persons. Such advance payments

shall not constitute a recognition of liability and may be offset against any amounts subsequently paid as damages by the carrier.

**Article 29 — Basis of Claims.**

In the carriage of passengers, baggage and cargo, any action for damages, however founded, whether under this Schedule or in contract or in tort or otherwise, can only be brought subject to the conditions and such limits of liability as are set out in this Schedule without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights. In any such action, punitive, exemplary or any other non-compensatory damages shall not be recoverable.

**Article 30 — Servants, Agents — Aggregation of Claims.**

1 If an action is brought against a servant or agent of the carrier arising out of damage to which the Schedule relates, such servant or agent, if they prove that they acted within the scope of their employment, shall be entitled to avail themselves of the conditions and limits of liability which the carrier itself is entitled to invoke under this Schedule.

2 The aggregate of the amounts recoverable from the carrier, its servants and agents, in that case, shall not exceed the said limits.

3 Save in respect of the carriage of cargo, the provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

**Article 31 — Timely Notice of Complaints.**

1 Receipt by the person entitled to delivery of checked baggage or cargo without complaint is prima facie evidence that the same has been delivered in good condition.

2 In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of checked baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his or her disposal.

3 Every complaint must be made in writing and given or dispatched within the times aforesaid.

4 If no complaint is made within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on its part.

#### **Article 32 — Death of Person Liable.**

In the case of the death of the person liable, an action for damages lies in accordance with the terms of this Schedule against those legally representing his or her estate.

#### **Article 34 — Arbitration.**

1 Subject to the provisions of this Article, the parties to the contract of carriage for cargo may stipulate that any dispute relating to the liability of the carrier under this Schedule shall be settled by arbitration. Such agreement shall be in writing.

3 The arbitrator or arbitration tribunal shall apply the provisions of this Schedule.

4 The provisions of paragraphs 2 and 3 of this Article shall be deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith shall be null and void.

**Article 35 — Limitation of Actions.**

1 The right to damages shall be extinguished if an action is not brought within a period of two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

2 The method of calculating that period shall be determined by the law of the court seised of the case.

**Article 36 — Successive Carriage.**

1 In the case of carriage to be performed by various successive carriers, each carrier which accepts passengers, baggage or cargo is subject to the rules set out in this Schedule and is deemed to be one of the parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under its supervision.

2 In the case of carriage of this nature, the passenger or any person entitled to compensation in respect of him or her can take action only against the carrier which performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

3 As regards baggage or cargo, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further,

each may take action against the carrier which performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

**Article 37 — Right of Recourse against Third Parties.**

Nothing in this Schedule shall prejudice the question whether a person liable for damage in accordance with its provisions has a right of recourse against any other person.

CHAPTER IV

*Combined Carriage*

**Article 38 — Combined Carriage.**

1 In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Schedule shall, subject to paragraph 4 of Article 18, apply only to the carriage by air, provided that the carriage by air falls within the terms of Article 1.

2 Nothing in this Schedule shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Schedule are observed as regards the carriage by air.

CHAPTER V

*Carriage by Air Performed by a Person other than the Contracting Carrier*

**Article 39 — Contracting Carrier — Actual Carrier.**

The provisions of this Chapter apply when a person (hereinafter referred to as "the contracting carrier") as a principal makes a contract governed by this Schedule with a passenger or consignor or with a person acting on behalf of the

passenger or consignor, and another person (hereinafter referred to as "the actual carrier") performs, by virtue of authority from the contracting carrier, the whole or part of the carriage, but is not with respect to such part a successive carrier within the meaning of this Schedule. Such authority shall be presumed in the absence of proof to the contrary.

**Article 40 — Respective Liability of Contracting and Actual Carriers.**

If an actual carrier performs the whole or part of carriage which, according to the contract referred to in Article 39, is governed by this Schedule, both the contracting carrier and the actual carrier shall, except as otherwise provided in this Chapter, be subject to the rules of this Schedule, the former for the whole of the carriage contemplated in the contract, the latter solely for the carriage which it performs.

**Article 41 — Mutual Liability.**

**1** The acts and omissions of the actual carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the contracting carrier.

**2** The acts and omissions of the contracting carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the actual carrier. Nevertheless, no such act or omission shall subject the actual carrier to liability exceeding the amounts referred to in Articles 21, 22, 23 and 24. Any special agreement under which the contracting carrier assumes obligations not imposed by this Schedule or any waiver of rights or defences conferred by this Schedule or any special declaration of interest in delivery at destination contemplated in Article 22 shall not affect the actual carrier unless agreed to by it.

**Article 42 — Addressee of Complaints and Instructions.**

Any complaint to be made or instruction to be given under this Schedule to the carrier shall have the same effect whether addressed to the contracting carrier or to the actual carrier.

**Article 43 — Servants and Agents.**

In relation to the carriage performed by the actual carrier, any servant or agent of that carrier or of the contracting carrier shall, if they prove that they acted within the scope of their employment, be entitled to avail themselves of the conditions and limits of liability which are applicable under this Schedule to the carrier whose servant or agent they are, unless it is proved that they acted in a manner that prevents the limits of liability from being invoked in accordance with this Schedule.

**Article 44 — Aggregation of Damages.**

In relation to the carriage performed by the actual carrier, the aggregate of the amounts recoverable from that carrier and the contracting carrier, and from their servants and agents acting within the scope of their employment, shall not exceed the highest amount which could be awarded against either the contracting carrier or the actual carrier under this Schedule, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to that person.

**Article 45 — Addressee of Claims.**

In relation to the carriage performed by the actual carrier, an action for damages may be brought, at the option of the plaintiff, against that carrier or the contracting carrier, or against both together or separately.

**Article 47 — Invalidity of Contractual Provisions.**

Any contractual provision tending to relieve the contracting carrier or the actual carrier of liability under this Chapter or to fix a lower limit than that which is

applicable according to this Chapter shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Chapter.

**Article 48 — Mutual Relations of Contracting and Actual Carriers.**

Except as provided in Article 45, nothing in this Chapter shall affect the rights and obligations of the carriers between themselves, including any right of recourse or indemnification.

CHAPTER VI

*Other Provisions*

**Article 49 — Mandatory Application.**

Any clause contained in the contract of carriage and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Schedule shall be null and void.

**Article 52 — Definition of Days.**

The expression "days" when used in this Schedule means calendar days, not working days.



**SCHEDULE 13**

Section 165

**TAKING OF SPECIMENS****Breath tests.**

1. (1) Where an officer of police in uniform has reasonable cause to suspect that a person –

- (a) is committing an offence under section 162 or section 163, or
- (b) has committed an offence under section 162 or section 163 and that that person still has alcohol or a drug in his body,

he may, subject to paragraph 5, require him to provide a specimen of breath for a breath test.

(2) If an aircraft is involved in an accident, an officer of police may, subject to paragraph 5, require any person who he has reasonable cause to believe performed an aviation function or carried out an activity ancillary to an aviation function, in relation to the aircraft at the time of the accident to provide a specimen of breath for a breath test.

(3) If an aircraft is involved in an accident, an officer of police may, subject to paragraph 5, require any person who he has reasonable cause to believe performed an aviation function or carried out an activity ancillary to an

aviation function, in relation to the aircraft to provide a specimen of breath for a breath test.

(4) A person may be required under subparagraph (1) or subparagraph (2) to provide a specimen either at or near the place where the requirement is made or, if the requirement is made under subparagraph (2) and the officer of police making the requirement thinks fit, at a police station.

(5) A person who, without reasonable excuse, fails to provide a specimen of breath when required to do so in pursuance of this paragraph is guilty of an offence.

(6) An officer of police may arrest a person without warrant if -

- (a) as a result of a breath test he has reasonable cause to suspect that the proportion of alcohol in that person's breath or blood exceeds the prescribed limit, or
- (b) that person has failed to provide a specimen of breath for a breath test when required to do so in pursuance of this paragraph and the officer of police has reasonable cause to suspect that he has alcohol or a drug in his body or is under the influence of a drug,

but a person shall not be arrested by virtue of this subparagraph when he is at a hospital as a patient.

(7) An officer of police may, for the purpose of requiring a person to provide a specimen of breath under subparagraph (2) in a case where he has reasonable cause to suspect that the accident involved injury to another person

or for the purpose of arresting him in such a case under subparagraph (6), enter (if need be by force) any place where that person is or where the officer of police, with reasonable cause, suspects him to be.

**Ordinances as to provision of samples for detection of drugs.**

2. The States may by Ordinance provide for –

- (a) the provision of samples by a person performing an aviation function or carrying out an activity ancillary to an aviation function in order to ascertain whether he has any drug in his body,
- (b) the approval by the States Home Department of devices to test whether a person performing an aviation function or carrying out an activity ancillary to an aviation function has any drug in his body, and
- (c) the creation of an offence of failing to provide a sample to ascertain whether a person performing an aviation function or carrying out an activity ancillary to an aviation function has any drug in his body.

**Provision of specimens for analysis.**

3. (1) In the course of an investigation whether a person has committed an offence under section 162 or section 163 of this Law, an officer of police may, subject to the following provisions of this paragraph and paragraph 5, require him –

- (a) to provide two specimens of breath for analysis by means of a device approved by the Home Department, or
- (b) to provide a specimen of blood or urine for a laboratory test.

(2) A requirement under this paragraph to provide specimens of breath can only be made at a police station.

(3) A requirement under this paragraph to provide a specimen of blood or urine can only be made at a police station or at a hospital; and it cannot be made at a police station unless -

- (a) the officer of police making the requirement has reasonable cause to believe that for medical reasons a specimen of breath cannot be provided or should not be required,
- (b) at the time the requirement is made a device or reliable device of the type mentioned in subparagraph (1)(a) is not available at the police station or it is then for any other reason not practicable to use such a device there,
- (c) a device of the type mentioned in subparagraph (1)(a) has been used at the Police Station but the officer of police who required the specimens of breath has reasonable cause to believe that the device has not produced a reliable indication of the proportion of

alcohol in the breath of the person concerned, or

- (d) the suspected offence is one under section 162 of this Law and the officer of police making the requirement has been advised by a medical practitioner that the condition of the person required to provide the specimen might be due to some drug,

but may then be made notwithstanding that the person required to provide the specimen has already provided or been required to provide two specimens of breath.

(4) If the provision of a specimen other than of breath may be required under this paragraph, the question of whether it is to be a specimen of blood or a specimen of urine shall be at the discretion of the officer of police making the requirement, except that if a medical practitioner is of the opinion that for medical reasons a specimen of blood cannot or should not be taken, the specimen shall be a specimen of urine.

(5) An officer of police making a requirement under subparagraph (3) above shall not be obliged to mention to the person required to provide the specimen what the alternatives were.

(6) The specimen of urine shall be provided within one hour of the requirement for the provision being made and after the provision of a previous specimen of urine.

(7) Subject to subparagraph (8) of any two specimens of breath provided by any person in pursuance of this paragraph that with the lower proportion of alcohol in the breath shall be used and the other shall be disregarded.

(8) Where the person providing the specimen was performing an aviation function specified in -

- (a) section 161(1)(a) to 161(1)(g) or carrying out an activity ancillary thereto, if the specimen with the lower proportion of alcohol contains no more than 15 microgrammes of alcohol in 100 millilitres of breath,
- (b) section 161(1)(h) or carrying out an activity ancillary thereto, if the specimen with the lower proportion of alcohol contains no more than 35 microgrammes of alcohol in 100 millilitres of breath,

the person who provided it may claim that it should be replaced by such specimen as may be required under subparagraph (4) and, if he then provides such a specimen, neither specimen of breath shall be used.

Provided that the proportion specified in subparagraphs (a) and (b) may be varied by Ordinance of the Department.

(9) A person who, without reasonable excuse, fails to provide a specimen when required to do so in pursuance of this paragraph shall be guilty of an offence.

(10) On requiring any person to provide a specimen in pursuance of this paragraph an officer of police shall warn him that a failure to provide it may render him liable to prosecution.

(11) If it is established that the accused, when requested by an

officer of police under this paragraph, refused to consent to the taking or providing of a specimen of breath, blood or urine for analysis, his refusal may, unless reasonable cause therefore is shown, be treated as supporting any evidence given on behalf of the prosecution, or as rebutting any evidence given on behalf of the defence with respect to his state of mind or condition at that time.

**Specimens of blood taken from persons incapable of consenting.**

**4.** (1) An officer of police may make a request to a medical practitioner for him to take a specimen of blood from a person ("**the person concerned**") irrespective of whether that person consents if -

- (a) that person is a person from whom the officer of police would (in the absence of any incapacity of that person and of any objection under paragraph 5) be entitled under paragraph 3 to require the provision of a specimen of blood for a laboratory test,
- (b) it appears to the officer of police that that person has been involved in an accident that constitutes or is comprised in the matter that is under investigation or the circumstances of that matter,
- (c) it appears to the officer of police that that person is or may be incapable (whether or not he has purported to do so) of giving a valid consent to the taking of a specimen of blood, and
- (d) it appears to the officer of police that that person's incapacity is attributable to medical reasons.

(2) A request under this paragraph -

- (a) shall not be made to a medical practitioner who for the time being has any responsibility (apart from the request) for the clinical care of the person concerned, and
- (b) shall not be made to a medical practitioner other than a police medical practitioner unless -
  - (i) it is not reasonably practicable for the request to be made to a police medical practitioner, or
  - (ii) it is not reasonably practicable for such a medical practitioner (assuming him to be willing to do so) to take the specimen.

(3) It shall be lawful for a medical practitioner to whom the request is made under this paragraph, if he thinks fit -

- (a) to take a specimen of blood from the person concerned irrespective of whether that person consents, and
- (b) to provide the sample to an officer of police.

(4) If a specimen is taken in pursuance of a request under this paragraph, the specimen shall not be subjected to a laboratory test unless the person from whom it was taken -

- (a) has been informed that it was taken, and



(b) has been required by an officer of police to give his permission for a laboratory test of the specimen, and

(c) has given his permission.

(5) An officer of police must, on requiring a person to give his permission for the purposes of this paragraph for a laboratory test of a specimen, warn that person that a failure to give the permission may render him liable to prosecution.

(6) A person who, without reasonable excuse, fails to give his permission for a laboratory test of a specimen of blood taken from him under this paragraph is guilty of an offence.

(7) In this paragraph, "**police medical practitioner**" means a medical practitioner who is engaged under any agreement to provide medical services for purposes connected with the activities of the salaried police force of the Island of Guernsey.

**Protection for hospital patients.**

**5.** (1) While a person is at a hospital as a patient he shall not be required to provide a specimen of breath for a breath test or to provide a specimen for a laboratory test unless the medical practitioner immediately in charge of his case has been notified of the proposal to make the requirement, and -

(a) if the requirement is made, it shall be for the provision of a specimen at the hospital, but

(b) if the medical practitioner objects on the ground

specified in subparagraph (2) the requirement shall not be made.

(2) The ground on which the medical practitioner may object is that the requirement or the provision of a specimen, or, in the case of a specimen of blood or urine, the warning required under paragraph 3(10) above, would be prejudicial to the proper care or treatment of the patient.

**Evidence in proceedings for an offence under section 162 or section 163.**

6. (1) The following provisions apply to proceedings for an offence under section 162 or section 163 of this Law.

(2) Evidence of the proportion of alcohol or any drug or a specimen of breath, blood or urine provided by the accused shall, in all cases, be taken into account, and it shall be assumed that the proportion of alcohol in the accused's breath, blood or urine at the time of the alleged offence was not less than in the specimen, but in a case where the accused is alleged to have been unfit through drink, the assumption shall not be made if the accused proves -

- (a) that he consumed alcohol after the time of the alleged offence and before he provided the specimen, and
- (b) that if he had not done so the proportion of alcohol in his breath, blood or urine would not have exceeded the prescribed limit, and, if it is alleged that he was unfit to perform an aviation function or an activity ancillary thereto through drink, would not have been such as to impair his ability to perform an aviation function or carry out an activity ancillary to an aviation function.

(3) Evidence of the proportion of alcohol or a drug in a specimen of breath, blood or urine may, subject to subparagraphs (5) and (6) below, be given by the production of a document purporting to be whichever of the following is appropriate -

- (a) a statement (including any test record document) automatically produced by the device by which the proportion of alcohol in a specimen of breath was measured and a certificate signed by an officer of police (which may but need not be contained in the same document as the statement) that the statement relates to a specimen provided by the accused at the date and time shown in the statement, and
- (b) a certificate signed by an authorised analyst as to the proportion of alcohol or any drug found in a specimen of blood or urine identified in the certificate.

(4) A specimen of blood shall be disregarded unless it was taken from the accused with his consent by a medical practitioner; but evidence that a specimen of blood was so taken may be given by the production of a document purporting to certify that fact and to be signed by a medical practitioner.

(5) A document purporting to be such a certificate, or both, as is mentioned in subparagraph (3)(a) above is admissible in evidence under this paragraph only if a copy of it either has been handed to the accused when the document was produced or has been served on him not less than 7 days before the hearing, and any other document is so admissible only if a copy of it has been served on the accused not later than 7 days before the hearing; but no document is admissible if the accused not later than 3 days before the hearing, or within such

time as the court may in exceptional circumstances allow, has served notice on Her Majesty's Procureur requiring the attendance at the hearing of the purported signatory of the document.

(6) Where at the time a specimen of blood or urine was provided by the accused, he asked to be supplied with such a specimen, evidence of the proportion of alcohol or any drug found in the specimen is not to be admissible on behalf of the prosecution unless -

- (a) the specimen in which the alcohol or drug was found is one of 2 parts into which the specimen provided by the accused was divided at the time it was provided, and
- (b) the other part was supplied to the accused within a reasonable time.

(7) A copy of a certificate required by this paragraph to be served on the accused or a notice required by this paragraph to be served on Her Majesty's Procureur may be served personally or sent by registered post or recorded delivery service.

**Detention of persons affected by alcohol or a drug.**

7. A person required to provide a specimen of breath, blood or urine may thereafter be detained at a police station until it appears to an officer of police that, were that person then performing an aviation function of the kind in respect of which the requirement to provide a specimen was imposed, he would not be committing an offence under section 162 or section 163 of this Law; but -

- (a) a person shall not be detained in pursuance of this

paragraph if it appears to an officer of police that there is no likelihood of his performing an aviation function whilst his ability to do so is impaired or whilst the proportion of alcohol in his breath, blood or urine exceeds the prescribed limit, and

- (b) an officer of police shall consult a medical practitioner on any question arising under this paragraph whether a person's ability to perform an aviation function is or might be impaired through drugs and shall act on the medical practitioner's advice.

**Interpretation.**

8. In this Schedule –

**"authorised analyst"** means a person for the time being authorised to act as an analyst for the purposes of this Law by the Home Department,

**"breath test"** means a preliminary test for the purpose of obtaining, by means of a device of a type approved by the States Home Department, an indication of whether the proportion of alcohol in a person's breath or blood is likely to exceed the prescribed limit,

**"fail"** includes refuse,

**"Her Majesty's Procureur"** includes Her Majesty's Comptroller,

**"Home Department"** means the States of Guernsey Home Department,

**"laboratory test"** means the analysis of a specimen provided for the purpose,

**"medical practitioner"** means a person authorised to practise in Guernsey as a medical practitioner according to the law for the time being in force,

**"police medical practitioner"** has the meaning given by paragraph 4(7), and

**"prescribed limit"** has the meaning given by section 163.

**SCHEDULE 14**

Section 128

**PENALTIES UNDER PART III****Part A**

Provisions referred to in section 128(5)

<b>Section</b>	<b>Subject matter</b>
46	Aircraft flying unregistered
47	Aircraft flying with false or incorrect markings
50(7) and (8)	Exercise of privileges of aircraft maintenance engineer's licence whilst unfit
52	Flight without required equipment
53(1) and (2)	Flight without required or serviceable radio equipment
55	Crew requirement
56	Requirement for appropriate licence
57	Instruction in flying without appropriate licence and rating
59	Fatigue of crew - responsibilities of crew
62	Breach of the Rules of the Air
63	Flight in contravention of restriction of flying regulations
64	Flight by balloons, kites, airships, gliders and parascending parachutes
65	Flight by small aircraft
68	Aerodrome operating minima - non-public transport aircraft
69	Requirement for pilot to remain at controls
70	Pre-flight action by pilot-in-command of aircraft

71	Requirements for radio station in aircraft to be licensed and for operation of same
72	Requirement for height keeping performance equipment - aircraft
73	Requirement for area navigation equipment - aircraft
74	Requirement for an airborne collision avoidance system
75	Use of flight recording systems and presentation of records
79	Carriage of persons in or on any part of an aircraft not designed for that purpose
80	Flying displays
81	Prohibition on public transport flights at night or in Instrument Meteorological Conditions by single-engined aeroplanes
82	Aerodrome operating minima - public transport aircraft
83	Requirement for aerial work certificate
84	Towing of gliders
85	Towing, picking up and raising of persons and articles by aircraft
86	Dropping of articles and animals from aircraft
87	Dropping of persons
89	Duty of person in charge to satisfy himself as to competence of controllers
91	Provision of air traffic services
92	Use of radio call signs at aerodromes
93	Requirement for licensing of air traffic controllers
99	Requirement for licensing of flight information service officers
101	Requirement for aerodrome information service manual
102	Use of aeronautical telecommunications service
103	Requirement to keep aeronautical telecommunications service records
104	Requirement to use licensed aerodrome
105(5)	Contravention of conditions of aerodrome licence
107	Use of aeronautical lights



109(1)	Prohibition of dangerous lights
109(2)	Failure to extinguish or screen dangerous lights
110(1) and (3)	Management of aviation fuel at aerodromes
123	Requirement to obey lawful commands of aircraft pilot-in-command
124(a) and (b)	Acting in a disruptive manner
125	Obstruction of persons performing duties under the Order
127	Prohibition of stowaways
130(3), (6) and (9)	Requirement to report occurrences

---

### **Part B**

Provisions referred to in section 128(6)

<b>Section</b>	<b>Subject matter</b>
48	Flight without a certificate of airworthiness
51	Prohibition on maintenance and manufacture of aircraft
60	Protection of air crew from cosmic radiation
61	Keeping and production of records of exposure to cosmic radiation
67	Operation of aircraft
76	Prohibition of carriage of weapons and munitions of war
77	Prohibition of carriage of dangerous goods
88	Provision of an air traffic control service without an approval
98	Controller's obligation not to act in a dangerous state of fatigue
110(4)	Use of aviation fuel which is unfit for use in aircraft
119 (except(3))	Use of false or unauthorised documents and records
120	Endangering safety of aircraft
121	Endangering safety of persons or property

122	Prohibition of drunkenness in aircraft
124(c)	Acting in disruptive manner and intentional interference
129	Operators' or pilot-in-commands' obligations in respect of flights over any foreign country
130(8)	Making false reports
132	Flight in contravention of direction not to fly

**SCHEDULE 15**

Section 62

**RULES OF THE AIR**

**CONTENTS**

**SECTION I  
INTERPRETATION**

1. Interpretation.

**SECTION II  
GENERAL**

2. Application of Rules to aircraft.
3. Misuse of signals and markings.
4. Reporting hazardous conditions.

**SECTION III  
LOW FLYING RULE**

5. Low flying prohibitions.
6. Exemptions from the low flying prohibitions.

**SECTION IV  
GENERAL FLIGHT RULES**

7. Weather reports and forecasts.

8. Avoiding aerial collisions.
9. Converging.
10. Approaching head-on.
11. Overtaking.
12. Flight in the vicinity of an aerodrome.
13. Order of landing.
14. Landing and take-off.
15. Aerobatic manoeuvres.
16. Right-hand traffic rule.
17. Notification of arrival and departure.
18. Flight in Class A airspace.
19. Flight in Class C Airspace.
20. Choice of VFR or IFR.
21. Speed limitations.
22. Use of radio navigation aids.
23. Simulated instrument flight.
24. Practice instrument approaches.

## SECTION V

### VISUAL FLIGHT RULES

25. Applicability of the Visual Flight Rules.
26. Reported visibility.
27. Flight within controlled airspace.
28. Flight outside controlled airspace.
29. VFR flight plan and air traffic control clearance in Class B, Class C or Class D airspace.
30. Maintaining continuous watch and complying with air traffic control instructions.
31. Exceptions to rules 29 and 30.

SECTION VI  
INSTRUMENT FLIGHT RULES

- 32. Instrument Flight Rules.
- 33. Minimum height.
- 34. Quadrantal rule and semi-circular rule.
- 35. Flight plan and air traffic control clearance.
- 36. Compliance with air traffic control clearance and notified procedures.
- 37. Position reports.

SECTION VII  
AERODROME TRAFFIC RULES

- 38. Application of aerodrome traffic rules.
- 39. Visual signals.
- 40. Movement of aircraft on aerodromes.
- 41. Access to and movement of persons and vehicles on aerodromes.
- 42. Right of way on the ground.
- 43. Action to be taken in case of danger of collision on the ground.
- 44. Launching, picking up and dropping of tow ropes, etc.
- 45. Flights within aerodrome traffic zones.

SECTION VIII  
LIGHTS AND OTHER SIGNALS TO BE SHOWN OR MADE BY AIRCRAFT

- 46. General.
- 47. Display of lights by aircraft.
- 48. Failure of navigation and anti-collision lights.
- 49. Aircraft at night.

- 50. Gliders at night.
- 51. Free balloons at night.
- 52. Captive balloons and kites at night.
- 53. Captive balloons and kites by day.
- 54. Airships at night.
- 55. Airships by day.

## SECTION IX

### AERODROME SIGNALS AND MARKINGS - VISUAL AND AURAL SIGNALS

- 56. General.
- 57. Signals in the Signals Area.
- 58. Markings for paved runways and taxiways.
- 59. Markings on unpaved manoeuvring areas.
- 60. Signals visible from the ground.
- 61. Lights and pyrotechnic signals for control of aerodrome traffic.
- 62. Marshalling signals (from a marshaller to an aircraft).
- 63. Marshalling signals (from a pilot of an aircraft to a marshaller).
- 64. Distress, urgency and safety signals.

## SECTION I INTERPRETATION

### **Interpretation.**

#### **1. In these Rules -**

**"air-taxiing"** means flight by a helicopter, or other type of aircraft capable of vertical take-off and landing, above the surface of an aerodrome at a ground speed of less than 20 knots for the purpose of taxiing in accordance with normal aviation practice,

**"air traffic control clearance"** means an authorisation by an air traffic control unit for an aircraft to proceed under conditions specified by that unit,

**"anti-collision light"** means -

- (a) in relation to rotorcraft, a flashing red light,
- (b) in relation to any other aircraft, a flashing red or flashing white light,

in either case showing in all directions,

**"Class C ATS route"** means a route notified as such,

**"day"** means the time from half an hour before sunrise until half an hour after sunset (both times exclusive), sunset and sunrise being determined at surface level,

**"flight plan"** means a plan containing such information as may be notified in respect of an air traffic control service unit, being information provided or to be provided to that unit which relates to an intended flight, or part of a flight, of an aircraft,

**"flight visibility"** means the visibility forward from the flight deck of an aircraft in flight,

**"free balloon"** means a balloon which, when in flight, is not attached by any form of restraining device to the surface,

**"ground visibility"** means the horizontal visibility at ground level,

**"IFR flight"** means a flight conducted in accordance with the Instrument Flight Rules in rule 32,

**"the Law"** means the Aviation (Bailiwick of Guernsey) Law, 2008,

**"runway"** means an area, whether or not paved, which is provided for the take-off or landing of aircraft,

**"simulated instrument flight conditions"** means a flight during which mechanical or optical devices are used in order to reduce the field of vision or the range of visibility from the cockpit of the aircraft,

**"special VFR flight"** means a flight -

- (a) made at any time in a control zone which is Class A airspace, or



- (b) made in any other control zone in either Instrument Meteorological Conditions or at night,
- (c) in respect of which the appropriate air traffic control unit has given permission for the flight to be made in accordance with special instructions given by that unit instead of in accordance with the Instrument Flight Rules, and
- (d) in the course of which the aircraft complies with any instructions given by that unit and the aircraft remains clear of cloud and with the surface in sight,

**"VFR flight"** means a flight conducted in accordance with the Visual Flight Rules in rule 25, and

**"with the surface in sight"** means with the flight crew being able to see sufficient surface features or surface illumination to enable the flight crew to maintain the aircraft in a desired attitude without reference to any flight instrument.

## SECTION II

### GENERAL

#### **Application of Rules to aircraft.**

**2** These Rules, insofar as they apply to aircraft, shall apply to all aircraft within the Bailiwick.

#### **Misuse of signals and markings.**

3. (1) A signal or marking which is given a meaning by Section IX or which is required by Section IX to be used in specified circumstances or for a specified purpose shall not be used except with that meaning, in those circumstances or for that purpose.

(2) A person in an aircraft or on an aerodrome or at any place at which an aircraft is taking off or landing shall not -

(a) make any signal which may be confused with a signal specified in Section IX, or

(b) except with lawful authority, make any signal which he knows or ought reasonably to know to be a signal in use for signalling to or from any of Her Majesty's forces aircraft.

(3) Signals prescribed in accordance with general international aeronautical practice for the purposes of search and rescue shall not be used for any purpose other than that intended.

**Reporting hazardous conditions.**

4. (1) If any aircraft encounters hazardous conditions in the course of a flight, the pilot-in-command of the aircraft shall send to the appropriate air traffic control unit, by the quickest means available to him, information containing such particulars of the hazardous conditions as may be pertinent to the safety of other aircraft.

(2) The information shall be sent immediately the aircraft encounters the hazardous conditions or as soon as it is possible to do so afterwards.

SECTION III  
LOW FLYING RULE

**Low flying prohibitions.**

5. (1) Subject to paragraph (2), an aircraft shall comply with the low flying prohibitions in paragraph (3) unless exempted by rule 6.

(2) If an aircraft is flying in circumstances such that more than one of the low flying prohibitions applies, it shall fly at the greatest height required by any of the applicable prohibitions.

(3) The low flying prohibitions are as follows -

(a) Failure of power unit

An aircraft shall not be flown below such height as would enable it to make an emergency landing without causing danger to persons or property on the surface in the event of a power unit failure.

(b) The 500 feet rule

Except with the permission in writing of the Director of Civil Aviation, an aircraft shall not be flown closer than 500 feet to any person, vessel, vehicle or structure.

(c) The 1,000 feet rule

Except with the written permission of the Director of Civil Aviation, an aircraft flying over a congested area shall not fly

below a height of 1,000 feet above the highest fixed obstacle within a horizontal radius of 600 metres of the aircraft.

(d) The land clear rule

An aircraft flying over a congested area shall not fly below such height as would permit the aircraft to land clear of the congested area in the event of a power unit failure.

(e) Flying over open air assemblies

Except with the written permission of the Director of Civil Aviation, an aircraft shall not fly over an organised open-air assembly of more than 1,000 persons below whichever is the higher of the following heights -

- (i) 1,000 feet, or
- (ii) such height as would permit the aircraft to land clear of the assembly in the event of a power unit failure.

(f) Landing and taking off near open air assemblies

An aircraft shall not land or take-off within 1,000 metres of an organised, open-air assembly of more than 1,000 persons except –

- (i) at an aerodrome, in accordance with procedures notified by the Director of Civil Aviation, or
- (ii) at a landing site which is not an aerodrome, in accordance with procedures notified by the Director of Civil Aviation and with the written permission of the organiser of the assembly.

**Exemptions from the low flying prohibitions.**

6. The exemptions from the low flying prohibitions are as follows -

(a) Landing and taking off

(i) Any aircraft shall be exempt from the low flying prohibitions in so far as it is flying in accordance with normal aviation practice for the purpose of -

(A) taking off from, landing at or practising approaches to landing at, or

(B) checking navigational aids or procedures at,

a licensed aerodrome.

(ii) Any aircraft shall be exempt from the 500 feet rule when landing and taking-off in accordance with normal aviation practice or air-taxiing.

(b) Captive balloons and kites

None of the low flying prohibitions shall apply to any captive balloon or kite.

(c) Special VFR flight and notified routes

(i) Subject to subparagraph (ii), any aircraft shall be exempt from the 1,000 feet rule if –

(A) it is flying on a special VFR flight, or

(B) it is operating in accordance with the procedures notified for the route being flown.

(ii) Unless the written permission of the Director of Civil Aviation has been obtained landings may only be made by an aircraft flying under this exemption at a licensed aerodrome.

(d) Balloons and helicopters over congested areas

(i) A balloon shall be exempt from the 1,000 feet rule if it is landing because it is becalmed.

(ii) Any helicopter flying over a congested area shall be exempt from the land clear rule.

(e) Police air operator's certificate

Any aircraft flying in accordance with the terms of a police air operator's certificate issued by a competent authority acceptable to the Director shall be exempt from the 500 feet rule, the 1,000 feet rule and the prohibitions on flying over open air assemblies and on landing and taking off near open air assemblies.

(f) Flying displays etc

An aircraft taking part in a flying display shall be exempt from the 500 feet rule if it is within a horizontal distance of 1,000 metres of the gathering of persons assembled to witness the event.

(g) Glider hill-soaring

A glider shall be exempt from the 500 feet rule if it is hill-soaring.

(h) Picking up and dropping at an aerodrome

Any aircraft picking up or dropping tow ropes, banners or similar articles at an aerodrome shall be exempt from the 500 feet rule.

(i) Manoeuvring helicopters

- (i) Subject to subparagraph (ii), a helicopter shall be exempt from the 500 feet rule if it is conducting manoeuvres, in accordance with normal aviation practice, within the boundaries of a licensed aerodrome or, with the written permission of the Director of Civil Aviation, at other sites.
- (ii) When flying in accordance with this exemption the helicopter must not be operated closer than 60 metres to any persons, vessels, vehicles or structures located outside the aerodrome or site.
- (j) Dropping articles with the permission of the Director of Civil Aviation

Any aircraft shall be exempt from the 500 feet rule if it is flying in accordance with -

- (i) section 86(3)(f) of the Law, or
- (ii) an aerial work certificate granted by the Director of Civil Aviation under section 83(2) of the Law.

#### SECTION IV

#### GENERAL FLIGHT RULES

#### **Weather reports and forecasts.**



7. (1) Subject to paragraph (2), immediately before an aircraft flies the pilot-in-command of the aircraft shall examine the current reports and forecasts of the weather conditions on the proposed flight path, in order to determine whether Instrument Meteorological Conditions prevail, or are likely to prevail, during any part of the flight.

(2) Paragraph (1) shall only apply if it is reasonably practicable for the pilot-in-command to obtain current reports and forecasts of the weather conditions on the proposed flight path.

(3) Subject to paragraph (4), an aircraft which is unable to communicate by radio with an air traffic control unit at the aerodrome of destination shall not begin a flight to the aerodrome if –

- (a) the aerodrome is within a control zone, and
- (b) the weather reports and forecasts which it is reasonably practicable for the pilot-in-command of the aircraft to obtain indicates that it will arrive at that aerodrome when the ground visibility is less than 10 km or the cloud ceiling is less than 1,500 feet.

(4) Paragraph (3) shall not apply if, before take-off, the pilot-in-command of the aircraft has obtained permission from the air traffic control unit at the aerodrome of destination to enter the aerodrome traffic zone.

**Avoiding aerial collisions.**

8. (1) Notwithstanding that a flight is being made with air traffic control clearance, it shall remain the duty of the pilot-in-command of an aircraft to

take all possible measures to ensure that his aircraft does not collide with any other aircraft.

(2) An aircraft shall not be flown in such proximity to other aircraft as to create a danger of collision.

(3) Subject to paragraph (7), aircraft shall not fly in formation unless the pilots-in-command of the aircraft have agreed to do so.

(4) An aircraft which is obliged by this Section to give way to another aircraft shall avoid passing over or under the other aircraft, or crossing ahead of it, unless passing well clear of it.

(5) Subject to paragraph (7), an aircraft which has the right-of-way under this rule shall maintain its course and speed.

(6) For the purposes of this rule, a glider and an aircraft which is towing it shall be considered to be a single aircraft under the command of the pilot-in-command of the aircraft.

**Converging.**

9. (1) Subject to paragraphs (2) and (3) and to rules 10 and 11, aircraft in the air shall give way to other, converging aircraft as follows -

- (a) aircraft shall give way to airships, gliders and balloons,
- (b) airships shall give way to gliders and balloons,
- (c) gliders shall give way to balloons.

(2) Mechanically driven aircraft shall give way to aircraft which are towing other aircraft or objects.

(3) Subject to paragraph (2), when two aircraft are converging in the air at approximately the same altitude, the aircraft which has the other on its right shall give way.

**Approaching head-on.**

10. When two aircraft are approaching head-on, or approximately so, in the air and there is a danger of collision, each shall alter its course to the right.

**Overtaking.**

11. (1) Subject to paragraph (3), an aircraft which is being overtaken in the air shall have the right-of-way and the overtaking aircraft, whether climbing, descending or in horizontal flight, shall keep out of the way of the other aircraft by altering course to the right.

(2) An aircraft which is overtaking another aircraft shall keep out of the way of the other aircraft until that other aircraft has been passed and is clear, notwithstanding any change in the relative positions of the two aircraft.

(3) A glider overtaking another glider in the Bailiwick may alter its course to the right or to the left.

**Flight in the vicinity of an aerodrome.**

12. (1) Subject to paragraph (2), an aeroplane, glider or airship flying in the vicinity of what the pilot-in-command of the aircraft knows, or ought reasonably to know, to be an aerodrome shall -

- (a) conform to the pattern of traffic formed by other aircraft intending to land at that aerodrome or keep clear of the airspace in which the pattern is formed, and
- (b) make all turns to the left unless ground signals otherwise indicate.

(2) Paragraph (1) shall not apply if the air traffic control unit at that aerodrome otherwise authorises.

**Order of landing.**

**13.** (1) An aircraft landing or on its final approach to land shall have the right-of-way over other aircraft in flight or on the ground or water.

(2) An aircraft shall not cut in front of another aircraft on its final approach to land or overtake that aircraft.

(3) If an air traffic control unit has communicated to any aircraft an order of priority for landing, the aircraft shall approach to land in that order.

(4) If the pilot-in-command of an aircraft is aware that another aircraft is making an emergency landing, he shall give way to that aircraft.

(5) If the pilot-in-command gives way in the circumstances referred to in paragraph (4) at night then, notwithstanding that he may have previously received permission to land, he shall not attempt to land until he has received further permission to do so.

(6) Subject to paragraphs (2), (3) and (4), if two or more aircraft, gliders or airships are approaching any place for the purpose of landing, the aircraft at the lower altitude shall have the right-of-way.

**Landing and take-off.**

**14.** (1) An aeroplane, glider or airship shall take off and land in the direction indicated by the ground signals or, if no such signals are displayed, into the wind, unless good aviation practice demands otherwise.

(2) Subject to paragraph (5), an aeroplane or glider shall not land on a runway at an aerodrome if there are other aircraft on the runway.

(3) If take-offs and landings are not confined to a runway –

(a) when landing an aeroplane or glider shall leave clear on its left any aircraft which has landed, is already landing or is about to take off,

(b) an aeroplane or glider which is about to turn shall turn to the left after the pilot-in-command of the aircraft has satisfied himself that such action will not interfere with other traffic movements, and

(c) an aeroplane which is about to take off shall take up position and manoeuvre in such a way as to leave clear on its left any aircraft which has already taken off or is about to take off.

(4) Subject to paragraph (5), an aeroplane shall move clear of the landing area as soon as it is possible to do so after landing.

(5) Paragraphs (2) and (4) shall not apply if the air traffic control unit at the aerodrome otherwise authorises the aeroplane or glider.

**Aerobatic manoeuvres.**

**15.** An aircraft shall not carry out any aerobatic manoeuvre –

- (a) over any congested area, or
- (b) within controlled airspace except with the consent of the appropriate air traffic control unit.

**Right-hand traffic rule.**

**16.** (1) Subject to paragraph (2), an aircraft which is flying within the Bailiwick with the surface in sight and following a road, railway or coastline, or any other line of landmarks, shall keep them on its left.

(2) Paragraph (1) shall not apply to an aircraft flying within controlled airspace in accordance with instructions given by the appropriate air traffic control unit.

**Notification of arrival and departure.**

**17.** (1) If the pilot-in-command of an aircraft has caused notice of the intended arrival of the aircraft at an aerodrome to be given to the air traffic control unit or other authority at that aerodrome, he shall ensure that the unit or authority is informed as quickly as possible of –

- (a) any change of intended destination, and
- (b) any estimated delay in arrival of 45 minutes or more.

(2) The pilot-in-command of an aircraft arriving at or departing from an aerodrome in the Bailiwick shall take all reasonable steps to ensure, upon landing or prior to departure, as the case may be, that the person in charge of the aerodrome or the air traffic control unit or flight information service unit at the aerodrome is given notice of the landing or departure.

(3) Before an aircraft of which the maximum total weight authorised exceeds 5,700 kg takes off from an aerodrome in the Bailiwick on a flight with an intended destination more than 40 km from the aerodrome, the pilot-in-command shall cause a flight plan, containing such particulars of the intended flight as may be necessary for search and rescue purposes, to be communicated to the air traffic control unit notified for the purpose of this rule.

**Flight in Class A airspace.**

**18.** (1) Subject to paragraphs (2) and (3), the pilot-in-command of an aircraft flying in Visual Meteorological Conditions in Class A airspace shall comply with rules 35, 36 and 37 as if the flight were an IFR flight.

(2) For the purposes of paragraph (1), rule 36(2) shall not apply.

(3) Paragraph (1) shall not apply to the pilot-in-command of a glider which is flying in Class A airspace which is notified for the purpose of this paragraph if the glider is flown in accordance with such conditions as may also be notified for that purpose.

**Flight in Class C Airspace.**

**19.** (1) Subject to paragraphs (2) and (3), the pilot-in-command of an aircraft flying in Visual Meteorological Conditions in Class C airspace above flight

level 195, or along a Class C ATS route at any level, shall comply with rules 35, 36 and 37 as if the flight were an IFR flight.

(2) For the purposes of paragraph (1), rule 36(2) shall not apply.

(3) Paragraph (1) shall not apply to the pilot-in-command of an aircraft which is flying in accordance with an authorisation issued by the Director of Civil Aviation.

### **Choice of VFR or IFR.**

**20.** (1) Subject to paragraph (2), an aircraft shall always be flown in accordance with the Visual Flight Rules or the Instrument Flight Rules.

(2) In the Bailiwick an aircraft flying at night shall -

- (a) be flown in accordance with the Instrument Flight Rules outside a control zone, and
- (b) be flown in accordance with the Instrument Flight Rules in a control zone unless it is flying on a special VFR flight.

### **Speed limitations.**

**21.** (1) Subject to paragraph (2), an aircraft shall not fly below flight level 100 at a speed which, according to its air speed indicator, is more than 250 knots.

(2) Paragraph (1) shall not apply to -

- (a) flights in Class A airspace,



- (b) VFR flights or IFR flights in Class B airspace,
- (c) IFR flights in Class C airspace,
- (d) VFR flights in Class C airspace or VFR flights or IFR flights in Class D airspace when authorised by the appropriate air traffic control unit,
- (e) an aircraft taking part in an exhibition of flying for which a permission is required by section 80(1) of the Law, if the flight is made in accordance with the terms of the permission granted to the organiser of the exhibition of flying and in accordance with the conditions of the display authorisation granted to the pilot under section 80(6)(a) of the Law,
- (f) the flight of an aircraft flying in accordance with a permit to fly granted under section 49 of the Law, or
- (g) an aircraft flying in accordance with a written permission granted by the Director of Civil Aviation authorising the aircraft to exceed the speed limit in paragraph (1).

(3) The Director of Civil Aviation may grant a permission for the purpose of paragraph (2)(g) subject to such conditions as he thinks fit and either generally or in respect of any aircraft or class of aircraft.

**Use of radio navigation aids.**

**22.** (1) Subject to paragraph (2), the pilot-in-command of an aircraft shall not make use of any radio navigation aid without complying with such restrictions and procedures as may be notified in relation to that aid.

(2) The pilot-in-command of an aircraft shall not be required to comply with this rule if -

- (a) he is required to comply with rules 35 and 36, or
- (b) he is otherwise authorised by an air traffic control unit.

**Simulated instrument flight.**

**23.** (1) An aircraft shall not be flown in simulated instrument flight conditions unless the conditions in paragraph (2) are met.

(2) The conditions referred to in paragraph (1) are as follows -

- (a) the aircraft is fitted with dual controls which are functioning properly,
- (b) an additional pilot (in this rule called a 'safety pilot') is carried in a second control seat of the aircraft for the purpose of providing assistance to the pilot flying the aircraft, and
- (c) if the safety pilot's field of vision is not adequate, both forwards and to each side of the aircraft, a third person, who is a competent observer, occupies a position in the aircraft from which his field of vision

makes good the deficiencies in that of the safety pilot, and from which he can readily communicate with the safety pilot.

**Practice instrument approaches.**

**24.** (1) An aircraft shall not carry out an instrument approach practice within the Bailiwick if it is flying in Visual Meteorological Conditions unless the conditions in paragraph (2) are met.

(2) The conditions referred to in paragraph (1) are as follows –

- (a) the appropriate air traffic control unit has previously been informed that the flight is to be made for the purpose of instrument approach practice, and
- (b) if the flight is not being carried out in simulated instrument flight conditions, a competent observer is carried in such a position in the aircraft that he has an adequate field of vision and can readily communicate with the pilot flying the aircraft.

SECTION V

VISUAL FLIGHT RULES

**Applicability of the Visual Flight Rules.**

**25.** (1) Within controlled airspace rules 27, 29 and 30 shall be the Visual Flight Rules.

(2) Outside controlled airspace rule 28 shall be the Visual Flight Rules.

**Reported visibility.**

26. For the purposes of an aircraft taking off from or approaching to land at an aerodrome within Class B, Class C, or Class D airspace, the visibility, if any, communicated to the pilot-in-command of the aircraft by the appropriate air traffic control unit shall be taken to be the flight visibility for the time being.

**Flight within controlled airspace.**

27. (1) Subject to paragraph (4), an aircraft flying within Class B airspace -

- (a) at or above flight level 100 shall remain clear of cloud and in a flight visibility of at least 8 km, and
- (b) below flight level 100 shall remain clear of cloud and in a flight visibility of at least 5 km.

(2) Subject to paragraphs (2) and (3), an aircraft flying within Class B, Class C, Class D or Class E airspace -

- (a) at or above flight level 100 shall remain at least 1,500 metres horizontally and 1,000 feet vertically away from cloud and in a flight visibility of at least 8 km,
- (b) below flight level 100 shall remain at least 1,500 metres horizontally and 1,000 feet vertically away from cloud and in a flight visibility of at least 5 km.

(3) An aircraft shall be deemed to have complied with paragraph (2)(b) if -

- (a) the aircraft is not a helicopter and it –
  - (i) flies at or below 3,000 feet above mean sea level,
  - (ii) flies at a speed which, according to its airspeed indicator, is 140 knots or less, and
  - (iii) remains clear of cloud, with the surface in sight and in a flight visibility of at least 5 km, or
- (b) the aircraft is a helicopter and it –
  - (i) flies at or below 3,000 feet above mean sea level, and
  - (ii) remains clear of cloud, with the surface in sight and in a flight visibility of at least 1,500 metres.

(4) Paragraphs (1) and (2) shall not apply to a helicopter that is air-taxiing or conducting manoeuvres in accordance with rule 6(i).

**Flight outside controlled airspace.**

**28.** (1) An aircraft flying outside controlled airspace at or above flight level 100 shall remain at least 1,500 metres horizontally and 1,000 feet vertically away from cloud and in a flight visibility of at least 8 km.

(2) Subject to paragraphs (3), (4) and (5), an aircraft flying outside controlled airspace below flight level 100 shall remain at least 1,500 metres horizontally and 1,000 feet vertically away from cloud and in a flight visibility of at least 5 km.

(3) Paragraph (2) shall not apply to an aircraft which -

- (a) flies at or below 3,000 feet above mean sea level,
- (b) remains clear of cloud with the surface in sight, and
- (c) is in a flight visibility of at least 5 km.

(4) Paragraph (2) shall not apply to an aircraft which -

- (a) flies at or below 3,000 feet above mean sea level,
- (b) flies at a speed which, according to its air speed indicator, is 140 knots or less,
- (c) remains clear of cloud with the surface in sight, and
- (d) is in a flight visibility of at least 1,500 metres.

(5) Paragraph (2) shall not apply to a helicopter which -

- (a) flies at or below 3,000 feet above mean sea level,

- (b) flies at a speed which, having regard to the visibility, is reasonable,
- (c) remains clear of cloud with the surface in sight, and
- (d) is in a flight visibility of at least 1,500 metres.

**VFR flight plan and air traffic control clearance in Class B, Class C or Class D airspace.**

**29.** (1) Subject to rule 31, before an aircraft flies within Class B, Class C or Class D airspace during the notified hours of watch of the appropriate air traffic control unit, the pilot-in-command of the aircraft shall -

- (a) cause to be communicated to the appropriate air traffic control unit a flight plan which complies with paragraphs (2) and (3) (as appropriate), and
- (b) obtain an air traffic control clearance to fly within that airspace.

(2) The flight plan shall contain such particulars of the flight as may be necessary to enable the air traffic control unit to issue a clearance and for search and rescue purposes.

(3) The flight plan required for a flight within Bailiwick of Guernsey reduced vertical separation minimum airspace shall also state whether or not the aircraft is equipped with height keeping systems, as required by section 72 of the Law.

(4) The pilot-in-command of an aircraft shall not cause a flight plan to be communicated to the appropriate air traffic control unit for VFR flight in Class C airspace above FL195 or along a Class C ATS route at any level unless authorised to do so by the Director of Civil Aviation.

**Maintaining continuous watch and complying with air traffic control instructions.**

**30.** (1) Subject to rule 31, whilst flying within Class B, Class C or Class D airspace during the notified hours of watch of the appropriate air traffic control unit, the pilot-in-command of an aircraft shall –

- (a) cause a continuous watch to be maintained on the notified radio frequency appropriate to the circumstances, and
- (b) comply with any instructions which the appropriate air traffic control unit may give.

**Exceptions to rules 29 and 30.**

**31.** (1) Rule 29 shall not apply if the aircraft has otherwise been authorised by the appropriate air traffic control unit.

(2) Rules 29(1) and 30 shall not apply to any glider flying or intending to fly in Class B airspace notified for the purpose of this paragraph.

(3) Rules 29(1) and 30 shall not apply to any glider which –

- (a) flies during the day,



- (b) is in controlled airspace notified for the purpose of this paragraph, and
  - (c) remains at least 1,500 metres horizontally and 1,000 feet vertically away from cloud and in a flight visibility of at least 8 km.
- (4) Rules 29(1) and 30 shall not apply to any mechanically driven aircraft without radio equipment if -
- (a) it flies during the day,
  - (b) it is in controlled airspace notified for the purpose of this subparagraph,
  - (c) it remains at least 1,500 metres horizontally and 1,000 feet vertically away from cloud and in a flight visibility of at least 5 km, and
  - (d) its pilot-in-command has previously obtained the permission of the appropriate air traffic control unit to fly within the controlled airspace.

## SECTION VI

### INSTRUMENT FLIGHT RULES

#### **Instrument Flight Rules.**

**32.** (1) For flights within controlled airspace, rules 33, 34, 35, 36 and 37 shall be the Instrument Flight Rules.

(2) For flights outside controlled airspace, rules 33 and 34 shall be the Instrument Flight Rules.

**Minimum height.**

33. (1) Subject to paragraphs (2) and (3), an aircraft shall not fly at a height of less than 1,000 feet above the highest obstacle within a distance of 5 nautical miles of the aircraft unless -

- (a) it is necessary for the aircraft to do so in order to take off or land,
- (b) the aircraft flies on a route notified for the purposes of this rule,
- (c) the aircraft has been otherwise authorised by the competent authority in relation to the area over which the aircraft is flying, or
- (d) the aircraft flies at an altitude not exceeding 3,000 feet above mean sea level and remains clear of cloud and with the surface in sight and in a flight visibility of at least 800 metres.

(2) The aircraft shall comply with rule 5.

(3) Paragraph (1) shall not apply to a helicopter that is air-taxiing or conducting manoeuvres in accordance with rule 6(i).

**Quadrantal rule and semi-circular rule.**

34. (1) Subject to paragraphs (2) and (3), an aircraft in level flight above 3,000 feet above mean sea level or above the appropriate transition altitude, whichever is the higher, shall be flown at a level appropriate to its magnetic track, in accordance with Table 1 or Table 2, as appropriate.

(2) For the purposes of paragraph (1), the level of flight shall be measured by an altimeter set -

- (a) in the case of a flight over the Bailiwick, to a pressure setting of 1013.2 hectopascals, or
- (b) in the case of any other flight, according to the system published by the competent authority in relation to the area over which the aircraft is flying.

(3) An aircraft may be flown at a level other than the level required by paragraph (1) if it flies -

- (a) in conformity with instructions given by an air traffic control unit,
- (b) in accordance with notified en-route holding patterns, or
- (c) in accordance with holding procedures notified in relation to an aerodrome.

(4) For the purposes of this rule '**transition altitude**' means the altitude which is notified in relation to flights over notified areas.

Table 1 - Flights At Levels Below 19,500 Feet

<b>Magnetic Track</b>	<b>Cruising Level</b>
Less than 90°	Odd thousands of feet
90° but less than 180°	Odd thousands of feet + 500 feet
180° but less than 270°	Even thousands of feet
270° but less than 360°	Even thousands of feet + 500 feet

Table 2 - Flights At Levels Above 19,500 Feet

<b>Magnetic Track</b>	<b>Cruising Level</b>
Less than 180°	21,000 feet
	23,000 feet
	25,000 feet
	27,000 feet
	29,000 feet
	31,000 feet
	33,000 feet
	35,000 feet
	37,000 feet
	39,000 feet
	41,000 feet or higher levels at intervals of 4,000 feet
180° but less than 360°	20,000 feet
	22,000 feet
	24,000 feet
	26,000 feet

	28,000 feet
	30,000 feet
	32,000 feet
	34,000 feet
	36,000 feet
	38,000 feet
	40,000 feet
	43,000 feet or higher levels at intervals of 4,000 feet

**Flight plan and air traffic control clearance.**

**35.** (1) Before an aircraft either takes off from a point within any controlled airspace or otherwise flies within any controlled airspace, the pilot-in-command of the aircraft shall -

- (a) send or transmit a flight plan complying with paragraph (2) to the appropriate air traffic control unit, and
- (b) obtain an air traffic control clearance based on that flight plan.

(2) The flight plan shall -

- (a) contain such particulars of the intended flight as may be necessary to enable the air traffic control unit to

issue an air traffic control clearance and for search and rescue purposes, and

- (b) for a flight within Bailiwick of Guernsey reduced vertical separation minimum airspace, also state whether or not the aircraft is equipped with height keeping systems as required by section 72 of the Law.

(3) Unless he has requested the appropriate air traffic control unit to cancel his flight plan, the pilot-in-command of the aircraft shall forthwith inform that unit when the aircraft lands within or leaves the controlled airspace.

**Compliance with air traffic control clearance and notified procedures.**

**36.** (1) Subject to paragraph (2), the pilot-in-command of the aircraft shall fly in conformity with –

- (a) the air traffic control clearance issued for the flight, as amended by any further instructions given by an air traffic control unit; and, unless he is otherwise authorised by the appropriate air traffic control unit,
- (b) the instrument departure procedures notified in relation to the aerodrome of departure, and
- (c) the holding and instrument approach procedures notified in relation to the aerodrome of destination.

(2) The pilot-in-command of the aircraft shall not be required to comply with paragraph (1) if –

- (a) he is able to fly in uninterrupted Visual Meteorological Conditions for so long as he remains in controlled airspace, and
- (b) he has informed the appropriate air traffic control unit of his intention to continue the flight in compliance with Visual Flight Rules and has requested that unit to cancel his flight plan.

(3) If any deviation is made from the provisions of paragraph (2) for the purpose of avoiding immediate danger the pilot-in-command of the aircraft shall inform the appropriate air traffic control unit of the deviation as soon as possible.

**Position reports.**

37. The pilot-in-command of an aircraft in IFR flight who flies in or is intending to enter controlled airspace shall report to the appropriate air traffic control unit the time, position and level of the aircraft at such reporting points or at such intervals of time as may be notified for this purpose or as may be directed by the air traffic control unit.

SECTION VII

AERODROME TRAFFIC RULES

**Application of aerodrome traffic rules.**

38. The rules in this Section which expressly apply to aircraft shall also be observed, so far as is practicable, by all other aircraft.

**Visual signals.**

**39.** (1) Subject to paragraph (2), the pilot-in-command of an aircraft on, or in the pattern of traffic flying at, an aerodrome shall -

- (a) observe such visual signals as may be displayed at or directed to him from the aerodrome by the authority of the person in charge of the aerodrome, and
- (b) obey any instructions which may be given to him by means of such signals.

(2) The pilot-in-command of an aircraft shall not be required to obey such signals if it is inadvisable to do so in the interests of safety.

**Movement of aircraft on aerodromes.**

**40.** An aircraft shall not taxi or air-taxi on the apron or the manoeuvring area of an aerodrome without the permission of either -

- (a) the person in charge of the aerodrome, or
- (b) the air traffic control unit or aerodrome flight information service unit notified as being on watch at the aerodrome.

**Access to and movement of persons and vehicles on aerodromes**

**41.** (1) Unless there is a public right of way over it, a person or vehicle shall -

- (a) not go onto any part of an aerodrome without the permission of the person in charge of that part of the aerodrome, and



- (b) comply with any conditions subject to which that permission may be granted.

(2) A person or vehicle shall –

- (a) not go onto or move on the manoeuvring area of an aerodrome which has an air traffic control unit or an aerodrome flight information service unit without the permission of that unit, and
- (b) comply with any conditions subject to which that permission may be granted.

(3) Any permission granted for the purposes of this rule may be granted whether in respect of persons or vehicles generally, or in respect of any particular person or vehicle or any class of person or vehicle.

**Right of way on the ground.**

**42.** (1) This rule shall apply to aircraft and vehicles on any part of a land aerodrome provided for the use of aircraft and under the control of the person in charge of the aerodrome.

(2) Notwithstanding any air traffic control clearance it shall remain the duty of the pilot-in-command of an aircraft to take all possible measures to ensure that his aircraft does not collide with any other aircraft or vehicle or with any obstacle.

(2A) Where an aircraft is being towed on the ground and the commander of the aircraft is not on board, then notwithstanding any air traffic

control clearance it is the duty of the person in charge of the vehicle towing the aircraft to take all possible measures to ensure that the aircraft does not collide with any other aircraft or vehicle or with any obstacle.

(3) Aircraft and vehicles shall give way to aircraft which are taking off or landing.

(4) Vehicles and aircraft which are not taking off or landing shall give way to vehicles towing aircraft.

(5) Vehicles which are not towing aircraft shall give way to aircraft.

**Action to be taken in case of danger of collision on the ground.**

**43.** (1) Subject to rules 42 and 14(3), this rule shall apply if there is any danger of collision between two aircraft on the ground.

(2) If the two aircraft are approaching head-on, or approximately so, each shall alter its course to the right.

(3) If the two aircraft are on converging courses, the aircraft which has the other aircraft on its right shall give way to that other aircraft and shall avoid crossing ahead of it unless passing well clear of it.

(4) An aircraft which is being overtaken by another aircraft shall have the right-of-way over the aircraft overtaking it.

(5) An aircraft which is overtaking another aircraft shall keep out of the way of the other aircraft by altering its course to the left until that other

aircraft has been passed and is clear, notwithstanding any change in the relative positions of the two aircraft.

(6) A vehicle shall –

- (a) overtake another vehicle on the right hand side of that vehicle, and
- (b) keep to the left when passing another vehicle which is approaching head-on or approximately so.

**Launching, picking up and dropping of tow ropes, etc.**

**44.** (1) Tow ropes, banners or similar articles towed by aircraft shall not be launched at an aerodrome except in accordance with arrangements made with

-

- (a) the air traffic control unit at the aerodrome, or
- (b) if there is no such unit, the person in charge of the aerodrome.

(2) Tow ropes, banners or similar articles towed by aircraft shall not be picked up by or dropped from aircraft at an aerodrome except -

- (a) in accordance with arrangements made with the air traffic control unit at the aerodrome or, if there is no such unit, with the person in charge of the aerodrome, or

- (b) in the area designated by the marking described in rule 59(9), but only when the aircraft is flying in the direction appropriate for landing.

**Flights within aerodrome traffic zones.**

**45.** (1) Paragraphs (2) and (3) shall apply only in relation to those aerodromes described in Column 1 of Table 3 as are notified for the purposes of this rule and at such times as are specified in Column 2 of the Table.

**Table 3**

Column 1	Column 2
(a) An aerodrome having an air traffic control unit or flight information service unit	During the notified hours of watch of the air traffic control unit or the flight information service unit
(b) A licensed aerodrome having a means of two-way radio communication with aircraft	During the notified hours of watch of the air/ground station

(2) An aircraft shall not fly, take off or land within the aerodrome traffic zone of an aerodrome unless the pilot-in-command of the aircraft has complied with paragraphs (3), (4) or (5), as appropriate.

(3) If the aerodrome has an air traffic control unit the pilot-in-command shall obtain the permission of the air traffic control unit to enable the flight to be conducted safely within the zone.

(4) If the aerodrome has a flight information service unit the pilot-in-command shall obtain information from the flight information service unit to enable the flight to be conducted safely within the zone.

(5) If there is no flight information service unit at the aerodrome the pilot-in-command shall obtain information from the air/ground communication service to enable the flight to be conducted safely within the zone.

(6) The pilot-in-command of an aircraft flying within the aerodrome traffic zone of an aerodrome shall -

- (a) cause a continuous watch to be maintained on the appropriate radio frequency notified for communications at the aerodrome, or
- (b) if this is not possible, cause a watch to be kept for such instructions as may be issued by visual means, and
- (c) if the aircraft is fitted with means of communication by radio with the ground, communicate his position and height to the air traffic control unit, the flight information service unit or the air/ground communication service at the aerodrome (as the case may be) on entering the zone and immediately prior to leaving it.

## SECTION VIII

### LIGHTS AND OTHER SIGNALS TO BE SHOWN OR MADE BY AIRCRAFT

**General.**

**46.** (1) For the purposes of this Section, the horizontal plane of a light shown by an aircraft means the plane which would be the horizontal plane passing through the source of that light if the aircraft were in level flight.

(2) If it is necessary to fit more than one lamp in order to show a light required by this Section because of the physical construction of an aircraft, the lamps shall be so fitted and constructed that, so far as is reasonably practicable, not more than one such lamp is visible from any one point outside the aircraft.

(3) If a light is required by this Section to show through specified angles in the horizontal plane, the lamps giving such light shall be so constructed and fitted that the light is visible -

- (a) from any point in any vertical plane within those angles throughout angles of 90° above and below the horizontal plane, but
- (b) so far as is reasonably practicable, through no greater angle, either in the horizontal plane or the vertical plane.

(4) If a light is required by this Section to show in all directions, the lamps giving such light shall be so constructed and fitted that, so far as is reasonably practicable, the light is visible from any point in the horizontal plane and on any vertical plane passing through the source of that light.

(5) Notwithstanding the provisions of this Section the pilot-in-command of an aircraft may switch off or reduce the intensity of any flashing light fitted to the aircraft if such a light does or is likely to -

- (a) adversely affect the performance of the duties of any member of the flight crew, or
- (b) subject an outside observer to unreasonable dazzle.

**Display of lights by aircraft.**

- 47. (1) During the night an aircraft shall -
  - (a) display such of the lights specified in this Section as it is required by this Section, and
  - (b) subject to rule 49(3), not display any other lights which might obscure or otherwise impair the visibility of, or be mistaken for, such lights.
- (2) Subject to rule 48(4) an aircraft fitted with an anti-collision light shall display that light in flight during the day.
- (3) An aircraft on a Bailiwick aerodrome shall -
  - (a) during the night display either the lights which it would be required to display when flying or the lights specified in rule 49(2)(c) unless it is stationary on the apron or on that part of the aerodrome provided for the maintenance of aircraft, and
  - (b) during the day and night and subject to paragraph (4), display a red anti-collision light, if it is fitted with one,

when it is stationary on the apron with engines running.

**Failure of navigation and anti-collision lights.**

**48.** (1) Paragraphs (2), (3) and (4) shall apply to aircraft in the Bailiwick.

(2) An aircraft shall not depart from an aerodrome if there is a failure of any light which these Rules require to be displayed at night and the light cannot be immediately repaired or replaced.

(3) Subject to paragraph (4), if the aircraft is in flight and any such light as is referred to in paragraph (2) fails and cannot be immediately repaired or replaced, the aircraft shall land as soon as it can safely do so, unless authorised by the appropriate air traffic control unit to continue its flight.

(4) An aircraft may continue to fly during the day in the event of a failure of an anti-collision light on the flight as long as the light is repaired at the earliest practicable opportunity.

**Aircraft at night.**

**49.** (1) Subject to paragraph (3), an aircraft flying at night shall display one of the systems of lights specified in paragraph (2).

(2) The systems of lights referred to in paragraph (1) are as follows -

- (a) a steady green light of at least five candela showing to the starboard side through an angle of 110° from dead ahead in the horizontal plane, a steady red light of at



least five candela showing to the port side through an angle of  $110^\circ$  from dead ahead in the horizontal plane, and a steady white light of at least three candela showing through angles of  $70^\circ$  from dead astern to each side in the horizontal plane,

- (b) the lights specified in subparagraph (a) and an anti-collision light,
- (c) the lights specified in subparagraph (a), but all being flashing lights (rather than steady lights) flashing together,
- (d) the lights specified in subparagraph (a), but all being flashing lights (rather than steady lights) flashing together in alternation with one or both of the following –
  - (i) a flashing white light of at least twenty candela showing in all directions,
  - (ii) a flashing red light of at least twenty candela showing through angles of  $70^\circ$  from dead astern to each side in the horizontal plane.

(3) If the lamp showing either the red or the green light specified in paragraph (2)(a) is fitted more than 2 metres from the wing tip, another lamp may be fitted at the wing tip to indicate its position showing a steady light of the same colour through the same angle.

**Gliders at night.**

**50.** A glider flying at night shall display either a steady red light of at least five candela, showing in all directions, or lights in accordance with rule 49.

**Free balloons at night.**

**51.** A free balloon flying at night shall display a steady red light of at least five candela showing in all directions, suspended not less than 5 metres and not more than 10 metres below the basket, or if there is no basket, below the lowest part of the balloon.

**Captive balloons and kites at night.**

**52.** (1) A captive balloon or kite flying at night at a height exceeding 60 metres above the surface shall display lights in accordance with paragraphs (2), (3) and (4).

(2) A group of two steady lights shall be displayed consisting of a white light placed 4 metres above a red light, both being of at least five candela and showing in all directions, the white light being placed not less than 5 metres nor more than 10 metres below the basket or, if there is no basket, below the lowest part of the balloon or kite.

(3) On the mooring cable of the balloon or kite, at intervals of not more than 300 metres measured from the group of lights specified in paragraph (2), there shall be displayed -

- (a) groups of two lights of the colour and power and in the relative positions specified in paragraph (2), and
- (b) if the lowest group of lights is obscured by cloud, an additional group of such lights below the cloud base.

(4) On the surface of the ground there shall be displayed a group of three flashing lights arranged –

- (a) in a horizontal plane at the apexes of a triangle, approximately equilateral, each side of which measures at least 25 metres,
- (b) so that one side of the triangle shall be approximately at right angles to the horizontal projection of the cable and shall be delimited by two red lights, and
- (c) so that the third light shall be a green light, placed so that the triangle encloses the object on the surface to which the balloon or kite is moored.

**Captive balloons and kites by day.**

**53.** (1) A captive balloon flying by day at a height exceeding 60 metres above the surface shall have attached to its mooring cable tubular streamers which are –

- (a) not less than 40 centimetres in diameter and 2 metres in length, and
- (b) marked with alternate bands of red and white 50 centimetres wide at intervals of not more than 200 metres measured from the basket or, if there is no basket, from the lowest part of the balloon.

(2) A kite flying by day at a height exceeding 60 metres above the surface shall have attached to its mooring cable either -

- (a) tubular streamers as specified in paragraph (1), or
- (b) at intervals of not more than 100 metres measured from the lowest part of the kite, streamers not less than 80 centimetres long and 30 centimetres wide at their widest point, marked with alternate bands of red and white 10 centimetres wide.

**Airships at night.**

**54.** (1) Except as provided in paragraph (2), an airship flying at night shall display the following lights -

- (a) a steady white light of at least five candela showing through angles of  $110^{\circ}$  from dead ahead to each side in the horizontal plane,
- (b) a steady green light of at least five candela showing to the starboard side through an angle of  $110^{\circ}$  from dead ahead in the horizontal plane,
- (c) a steady red light of at least five candela showing to the port side through an angle of  $110^{\circ}$  from dead ahead in the horizontal plane,
- (d) a steady white light of at least five candela showing through angles of  $70^{\circ}$  from dead astern to each side in the horizontal plane, and

(e) an anti-collision light.

(2) Subject to paragraph (5), an airship flying at night in any of the circumstances referred to in paragraph (3) shall display the lights specified in paragraph (4).

(3) The circumstances are as follows –

- (a) if the airship is not under command,
- (b) has voluntarily stopped its engines, or
- (c) is being towed.

(4) The lights specified are the following lights -

- (a) the white lights specified in paragraph (1)(a) and (d),
- (b) two steady, red lights, each of at least five candela, showing in all directions, suspended below the control car so that one is at least 4 metres above the other and at least 8 metres below the control car, and
- (c) if the airship is making way but not otherwise, the green and red lights specified in paragraph (1)(b) and (c).

(5) An airship picking up its moorings at night shall display the lights specified in paragraph (1).

(6) An airship moored to a mooring mast within the Bailiwick at night shall display, at or near the rear of the airship, a steady, white light of at least five candela showing in all directions.

(7) An airship moored otherwise than to a mooring mast within the Bailiwick at night shall display -

- (a) a white light of at least five candela showing through angles of  $110^{\circ}$  from dead ahead to each side in the horizontal plane, and
- (b) a white light of at least five candela showing through angles of  $70^{\circ}$  from dead astern to each side in the horizontal plane.

**Airships by day.**

**55.** (1) An airship flying during the day in any of the circumstances referred to in paragraph (2) shall display two black balls suspended below the control car so that one is at least 4 metres above the other and at least 8 metres below the control car.

(2) The circumstances are as follows -

- (a) if the airship is not under command,
- (b) if it has voluntarily stopped its engines, or
- (c) if it is being towed.

- (3) For the purposes of this rule and rule 54 –
  - (a) an airship shall be deemed not to be under command when it is unable to execute a manoeuvre which it may be required to execute by these Rules, and
  - (b) an airship shall be deemed to be making way when it is not moored and is in motion.

## SECTION IX

### AERODROME SIGNALS AND MARKINGS - VISUAL AND AURAL SIGNALS

#### **General.**

**56.** (1) Within the Bailiwick any signal or marking which is specified in this Section and which is given or displayed -

- (a) by any person in an aircraft,
- (b) at an aerodrome, or
- (c) at any other place which is being used by aircraft for landing or take-off,

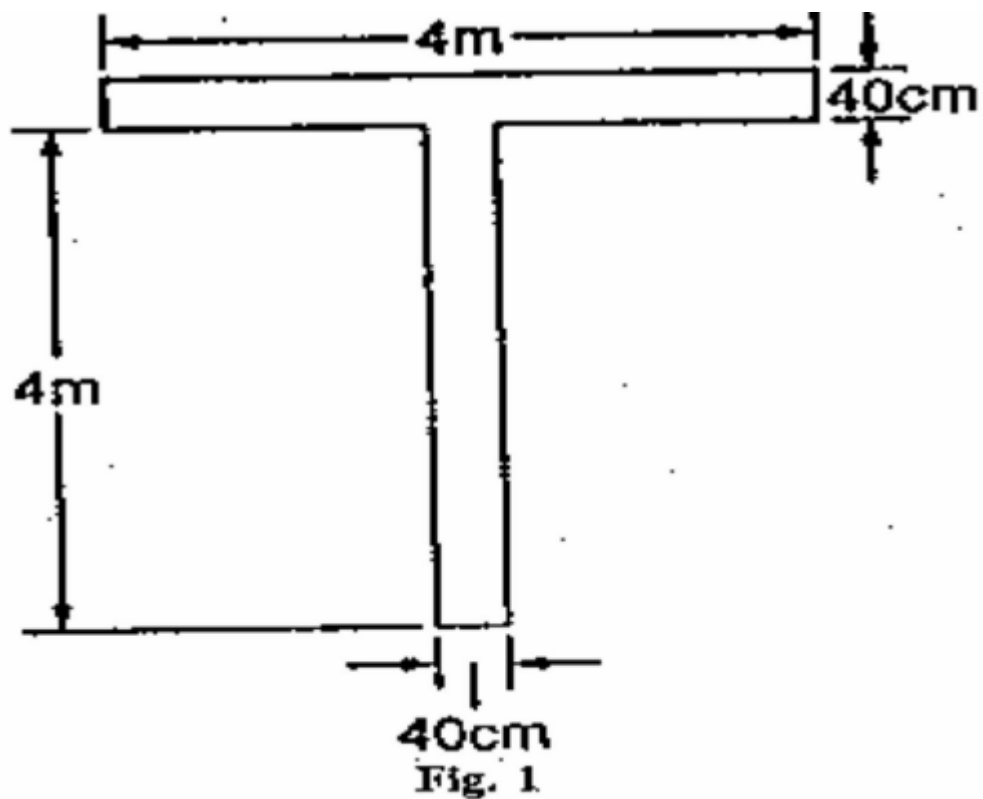
shall have the meaning assigned to it in this Section.

(2) Apart from those referred to in rule 60(6) and the distances at which markings must be placed, all dimensions of signals or markings specified in this Section of these Rules shall be subject to a tolerance of 10 per cent, plus or minus.

**Signals in the Signals Area.**

57. (1) Whenever any signal specified in this rule is displayed it shall be placed in a signals area, which shall be a square visible from all directions bordered by a white strip 30 centimetres wide and with the internal sides measuring 12 metres.

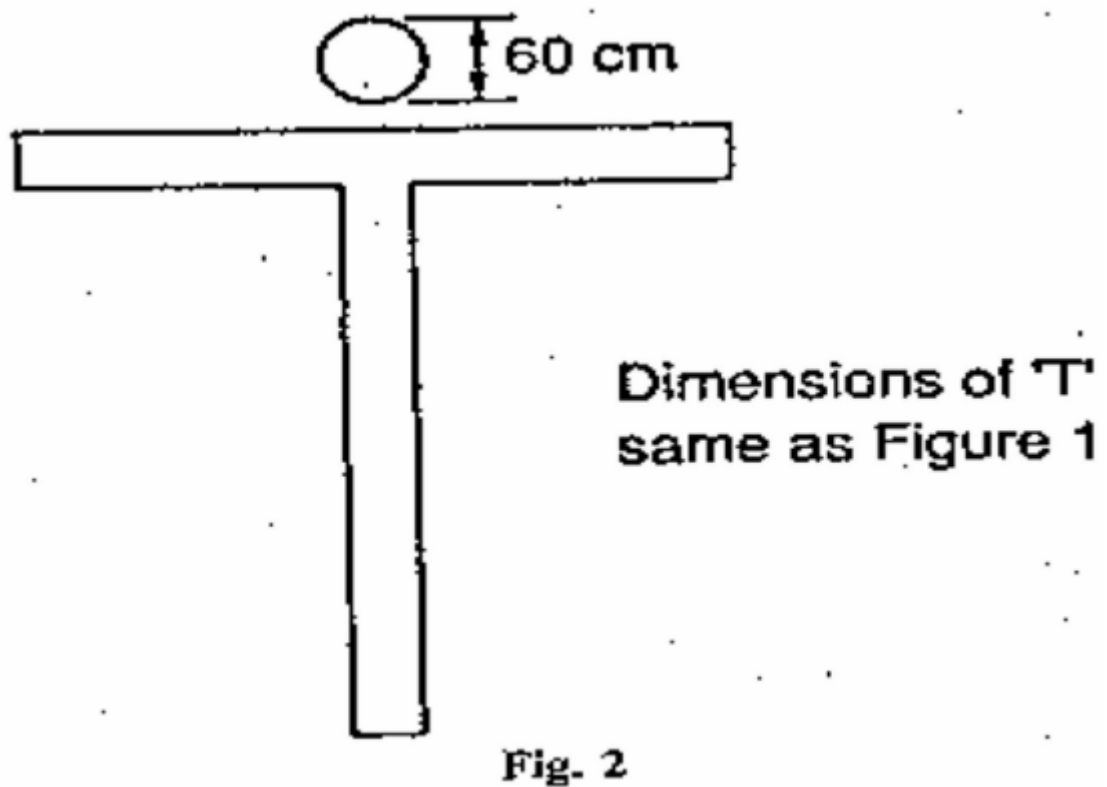
(2) A white landing T, as illustrated in this paragraph,



signifies that aeroplanes and gliders taking off or landing shall do so in a direction parallel with the shaft of the T and towards the cross arm, unless otherwise authorised by the appropriate air traffic control unit.



(3) A white disc 60 centimetres in diameter displayed alongside the cross arm of the T and in line with the shaft of the T, as illustrated in this paragraph,



signifies that the direction of landing and take off do not necessarily coincide.

(4) A white dumb-bell, as illustrated in this paragraph,

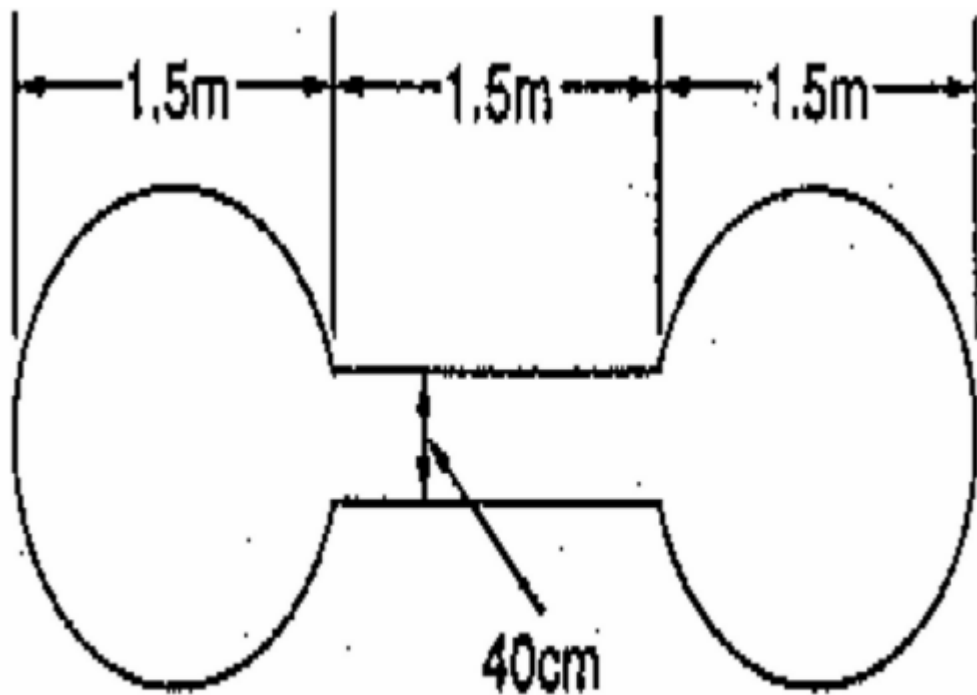


Fig. 3

signifies that movements of aeroplanes and gliders on the ground shall be confined to paved, metalled or similar hard surfaces.

(5) A white dumb-bell, as described in paragraph (4), but with a black strip 60 centimetres wide across each disc at right angles to the shaft of the dumb-bell, as illustrated in this paragraph,

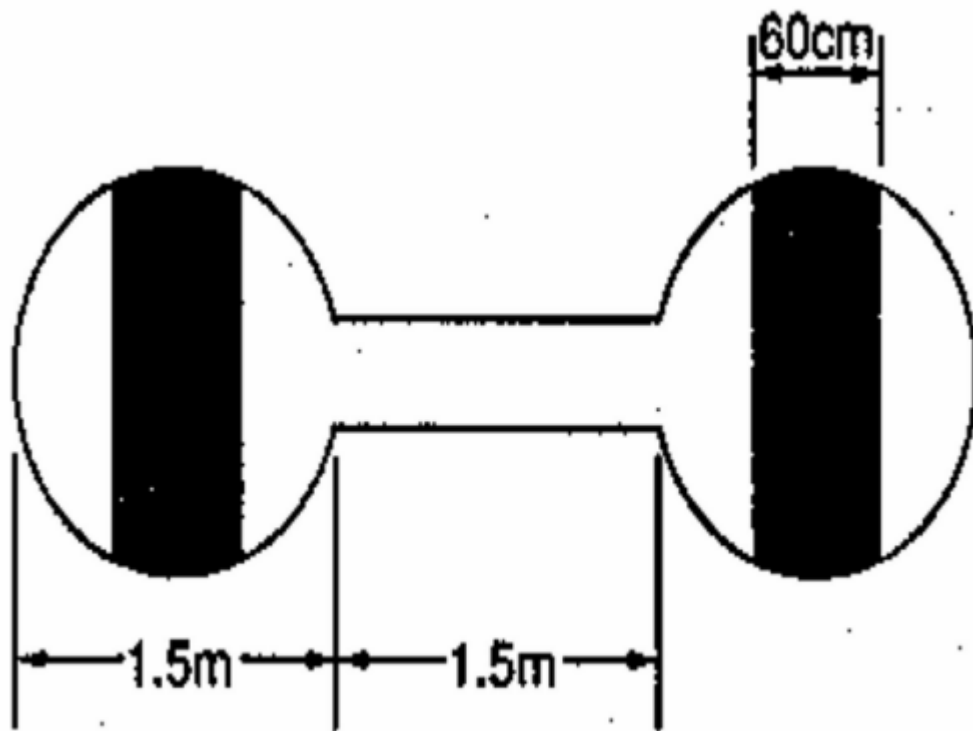


Fig. 4

signifies that aeroplanes and gliders taking off or landing shall do so on a runway but that movement on the ground is not confined to paved, metalled or similar hard surfaces.

(6) A red and yellow striped arrow, as illustrated in this paragraph,

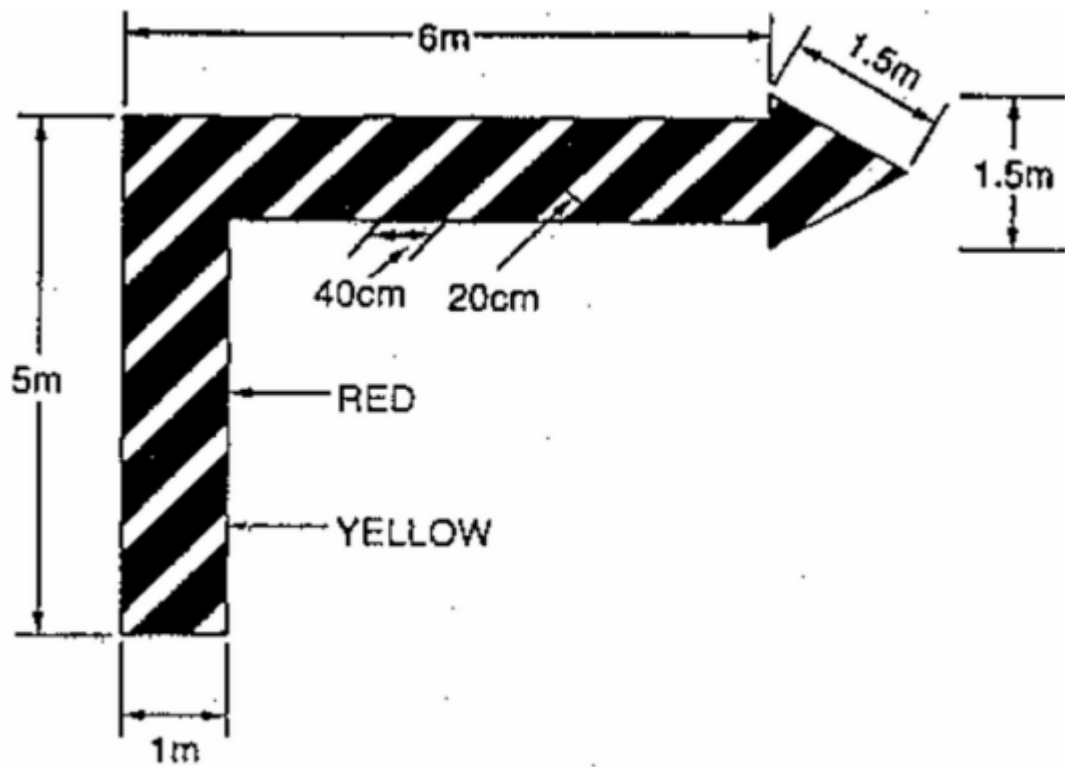
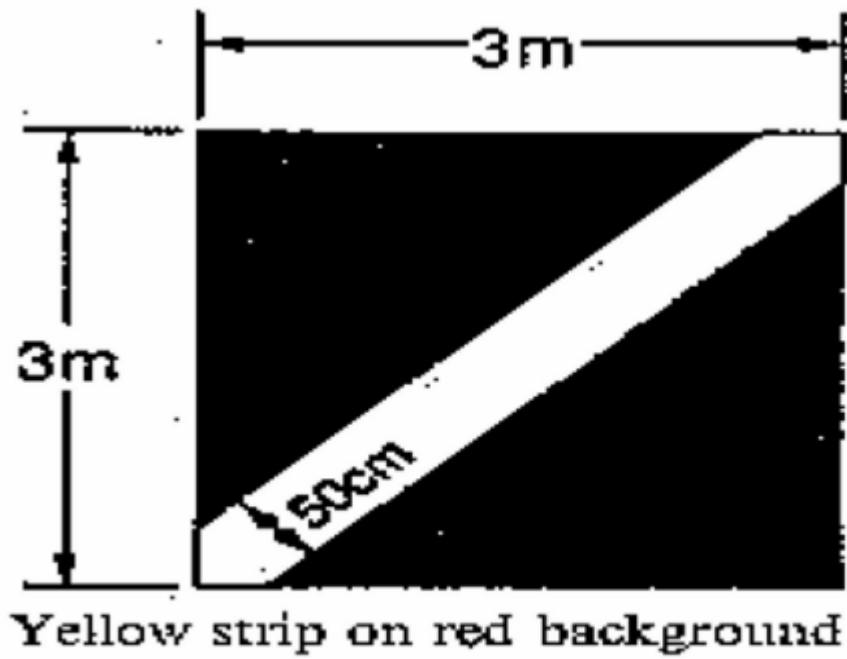


Fig. 5

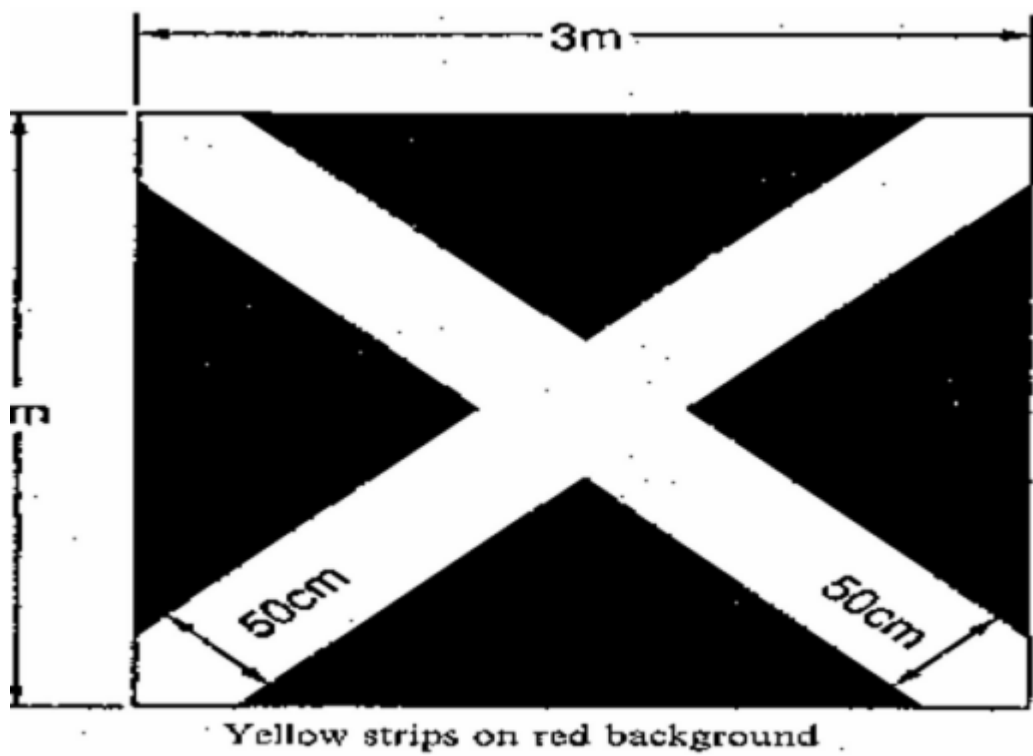
the shaft of which is one metre wide and which is placed along the whole or a total of 11 metres of two adjacent sides of the signals area, and pointing in a clockwise direction, signifies that a right-hand circuit is in force.

(7) A red panel 3 metres square with a yellow strip along one diagonal 50 centimetres wide, as illustrated in this paragraph,

**Fig. 6**

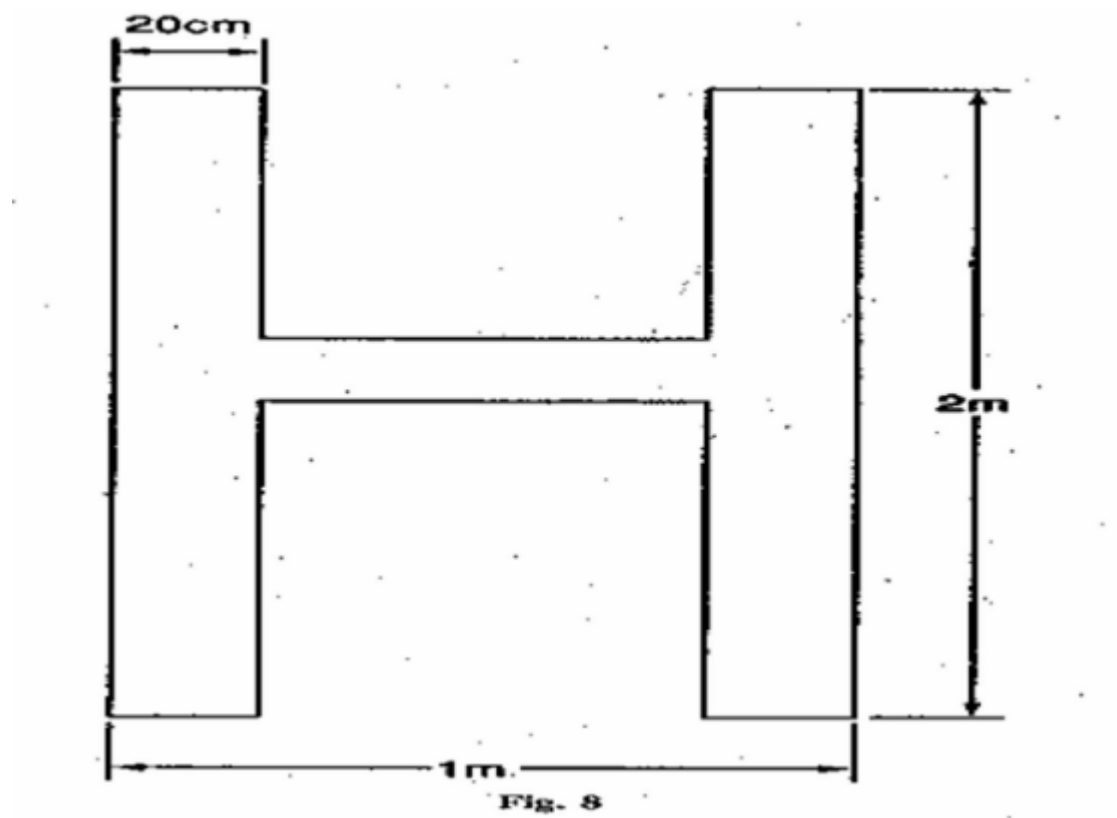
signifies that the state of the manoeuvring area is poor and pilots must exercise special care when landing.

(8) A red panel 3 metres square with a yellow strip 50 centimetres wide along each diagonal, as illustrated in this paragraph,

**Fig. 7**

signifies that the aerodrome is unsafe for the movement of aircraft and that landing on the aerodrome is prohibited.

- (9) A white letter H, as illustrated in this paragraph,



signifies that helicopters shall take off and land only within the area designated by the marking specified in rule 59(7).

(10) A red letter L displayed on the dumb-bell specified in paragraphs (4) and (5), as illustrated in this paragraph,

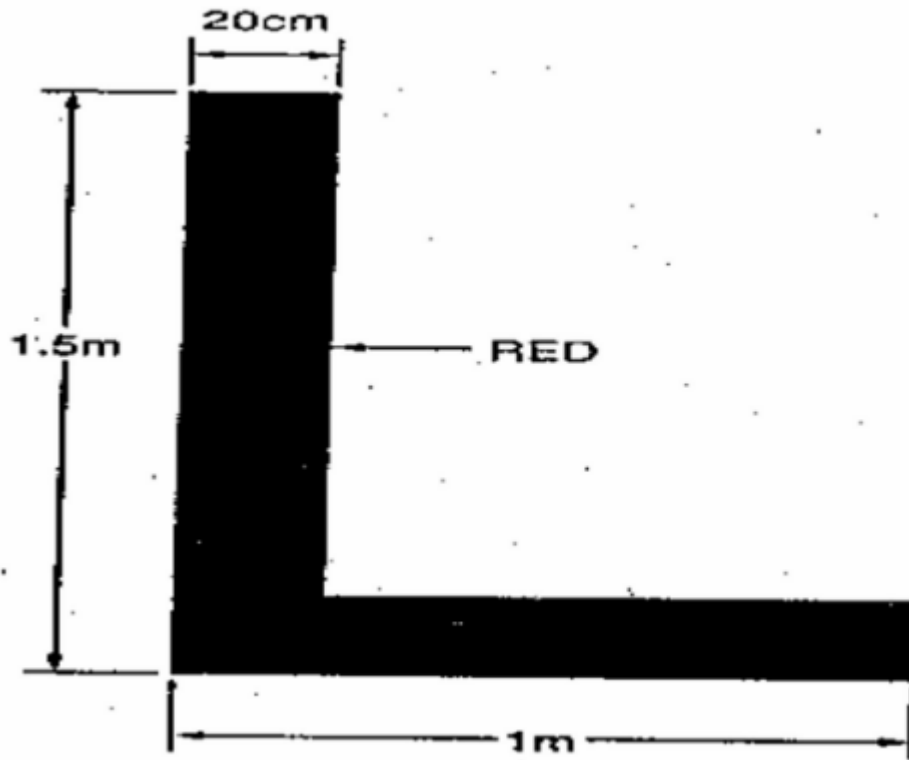
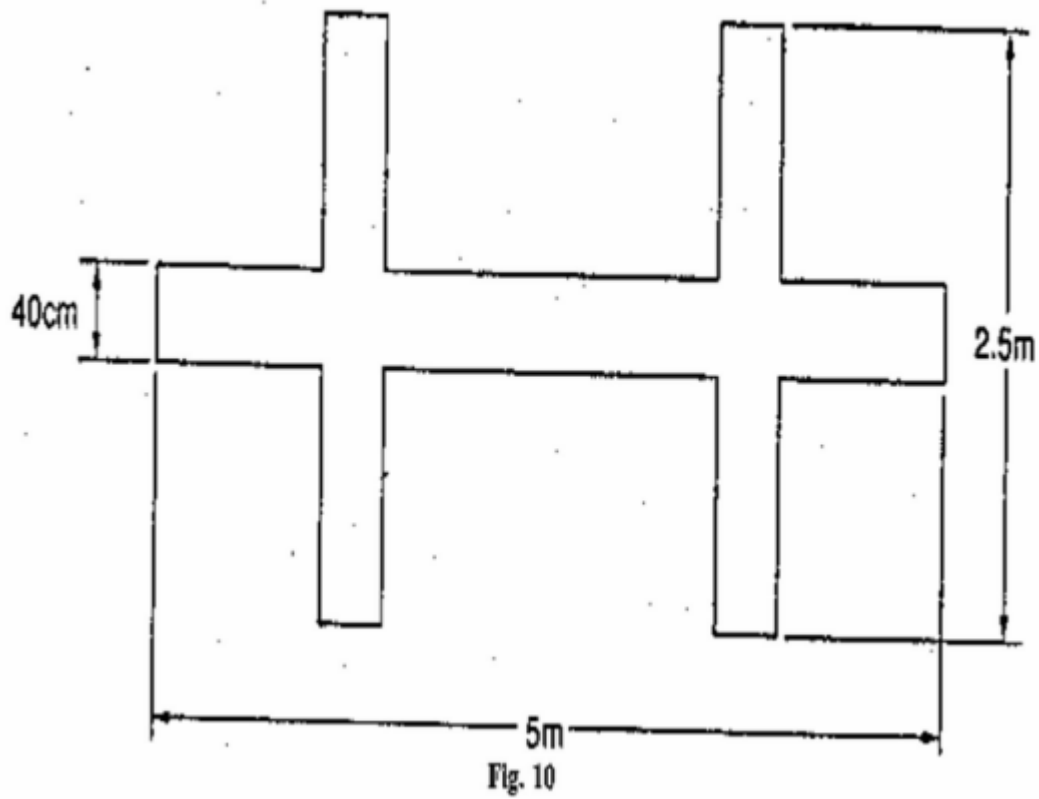


Fig. 9

signifies that light aircraft are permitted to take off and land either on a runway or on the area designated by the marking specified in rule 59(8).

- (11) A white double cross, as illustrated in this paragraph,

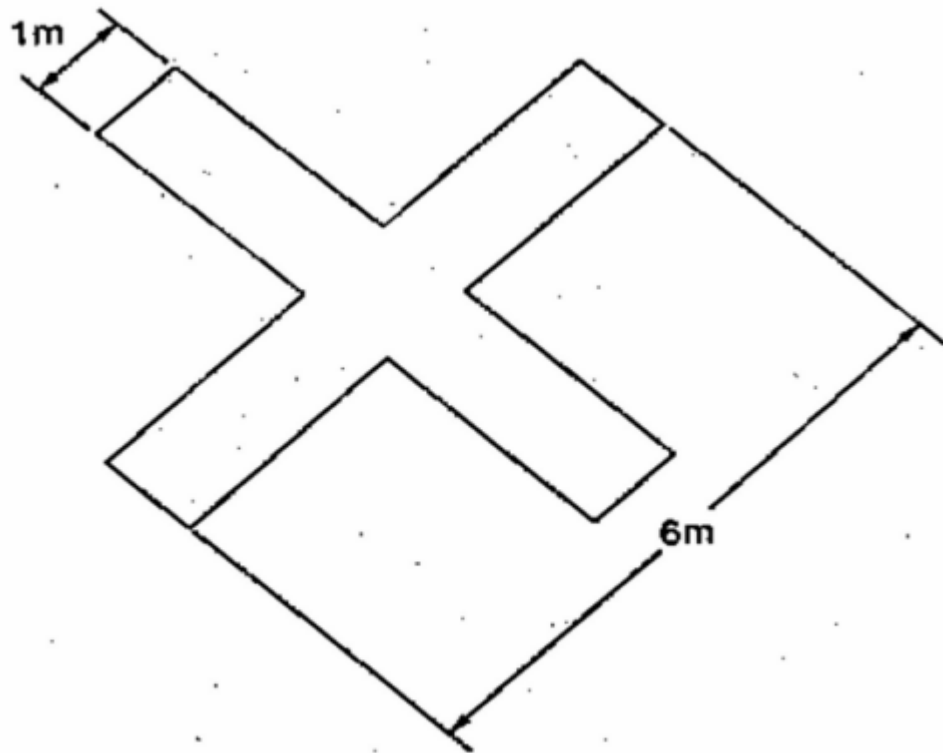




signifies that glider flying is in progress.

**Markings for paved runways and taxiways.**

- 58.** (1) Two or more white crosses, as illustrated in this paragraph,

**Fig. 11**

displayed on a runway or taxiway, with each arm of each cross at an angle of  $45^\circ$  to the centre line of the runway, at intervals of not more than 300 metres signify that the section of the runway or taxiway marked by them is unfit for the movement of aircraft.

(2) Subject to paragraph (3), two yellow broken lines and two continuous lines, as illustrated

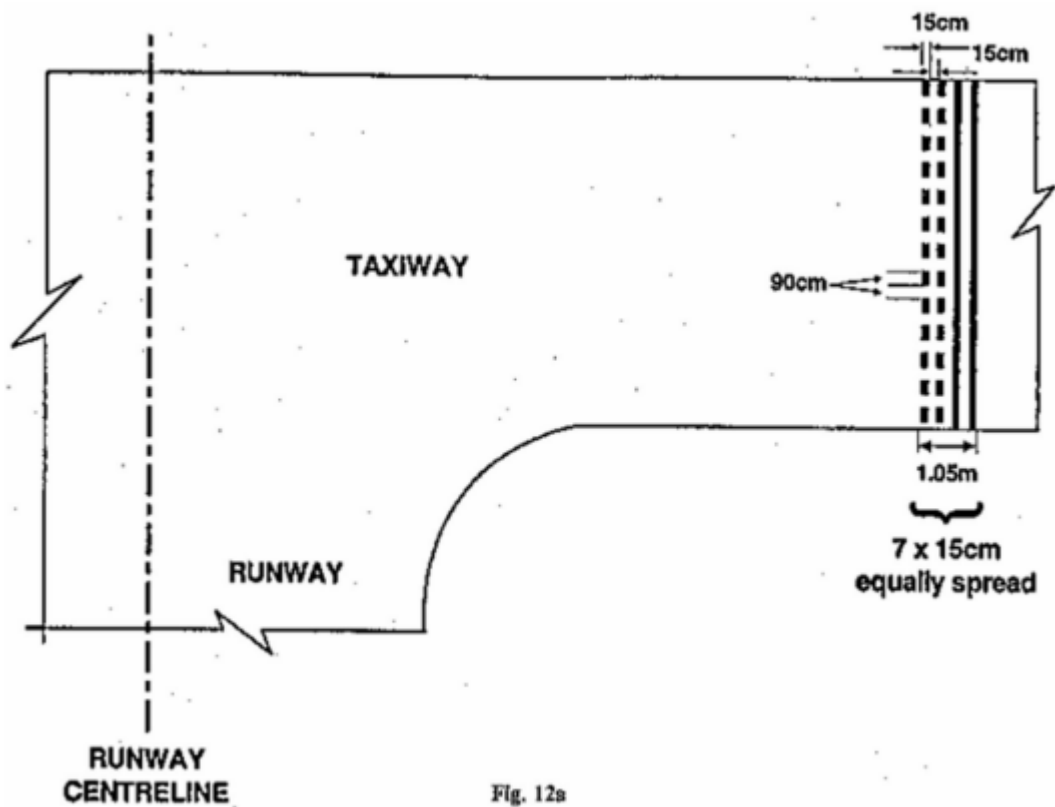
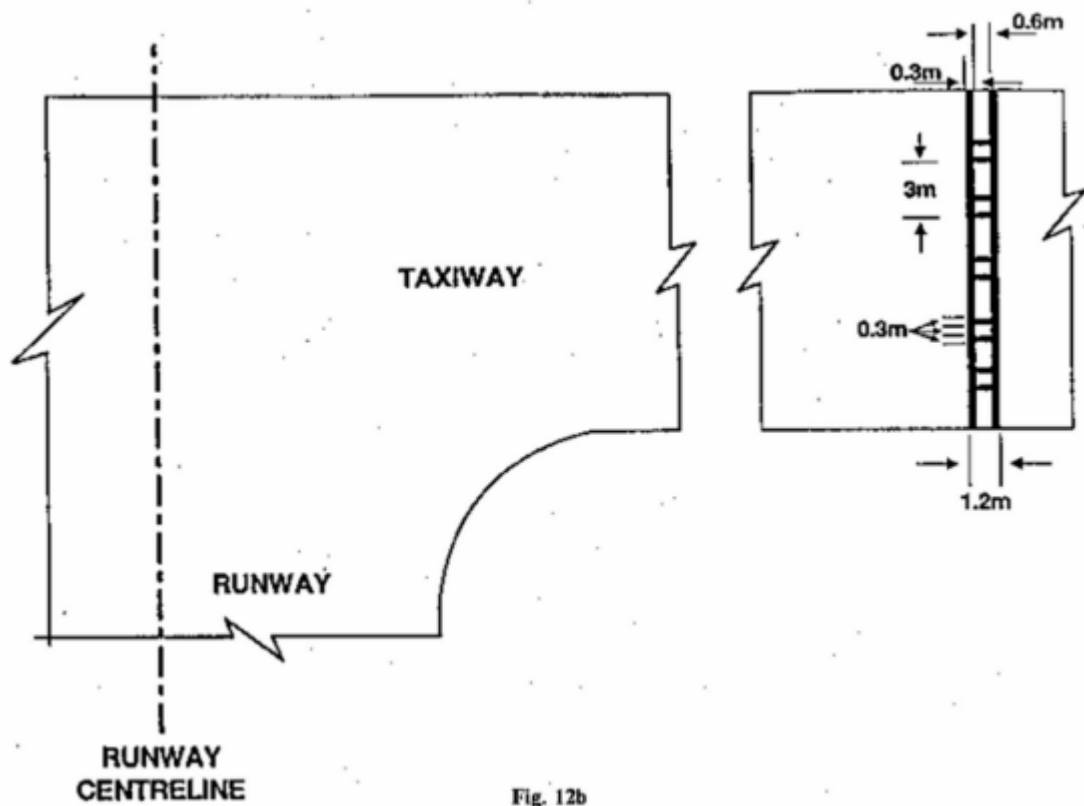


Fig. 12a

in this paragraph, signify the designated visual holding position associated with a runway beyond which no part of an aircraft or vehicle shall project in the direction of the runway without permission from the air traffic control unit at the aerodrome during the notified hours of watch of that unit.

(3) Outside the notified hours of watch of that unit or where there is no air traffic control unit at the aerodrome the markings referred to in paragraph (2) signify the position closest to the runway beyond which no part of an aircraft or vehicle shall project in the direction of the runway when the aircraft or vehicle is required by virtue of rule 42(3) to give way to aircraft which are taking off from or landing on that runway.

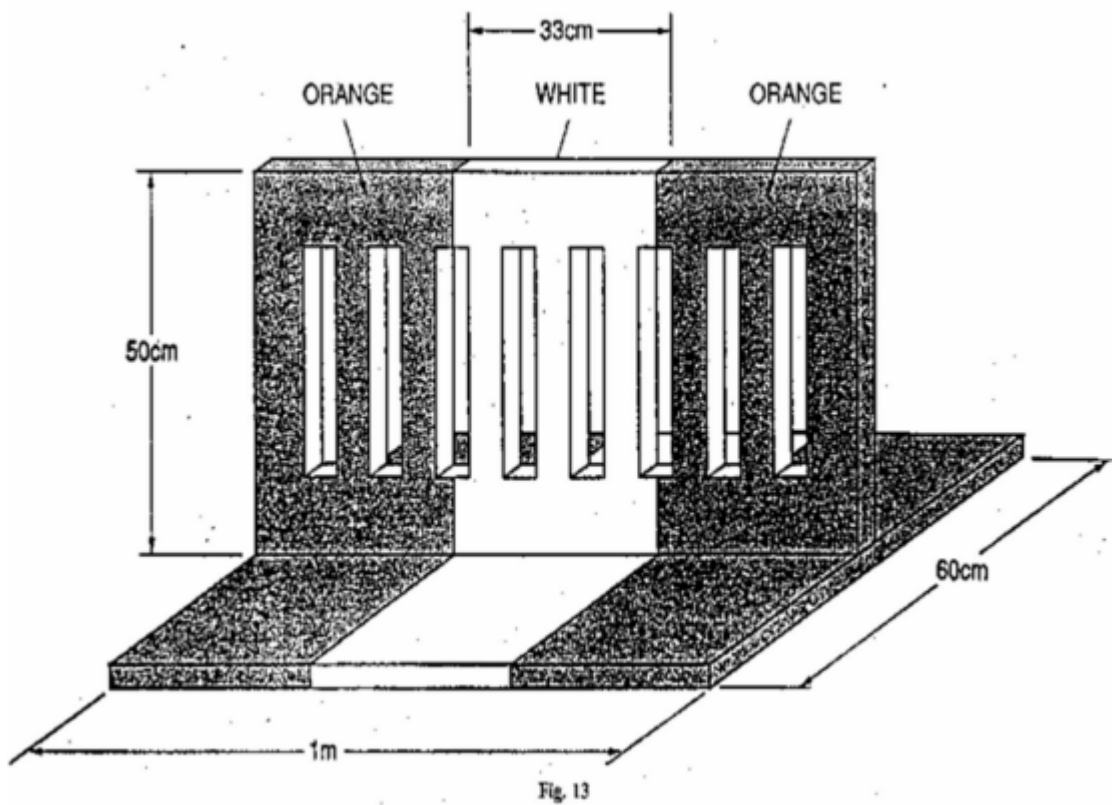
(4) Subject to paragraph (5), a yellow marking, as illustrated in this paragraph,



signifies a holding position other than that closest to the runway beyond which no part of an aircraft or vehicle shall project in the direction of the runway without permission from the air traffic control unit at the aerodrome during the notified hours of watch of that unit.

(5) Outside the notified hours of watch of that unit or where there is no air traffic control unit at the aerodrome the marking referred to in paragraph (4) may be disregarded.

(6) Orange and white markers, as illustrated in this paragraph,



spaced no more than 15 metres apart, signify the boundary of that part of a paved runway, taxiway or apron which is unfit for the movement of aircraft.

**Markings on unpaved manoeuvring areas.**

**59.** (1) Markers with orange and white stripes of an equal width of 50 centimetres, with an orange stripe at each end, alternating with flags 60 centimetres square showing equal orange and white triangular areas, spaced not more than 90 metres apart as illustrated in this paragraph,

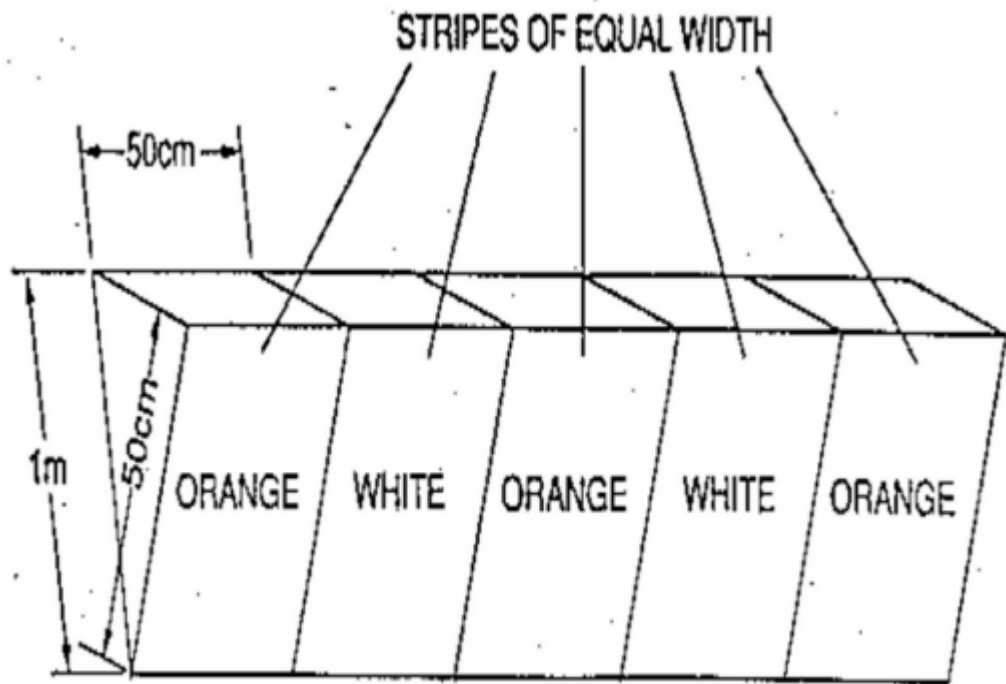


Fig. 14

indicate the boundary of an area unfit for the movement of aircraft.

(2) One or more white crosses, as specified in rule 58(1), also indicate such an area as is referred to in paragraph (1).

(3) Striped markers, as specified in paragraph (1), spaced not more than 45 metres apart, indicate the boundary of an aerodrome.

(4) On structures markers with orange and white vertical stripes, of an equal width of 50 centimetres, with an orange stripe at each end, spaced not more than 45 metres apart, as illustrated in this paragraph,

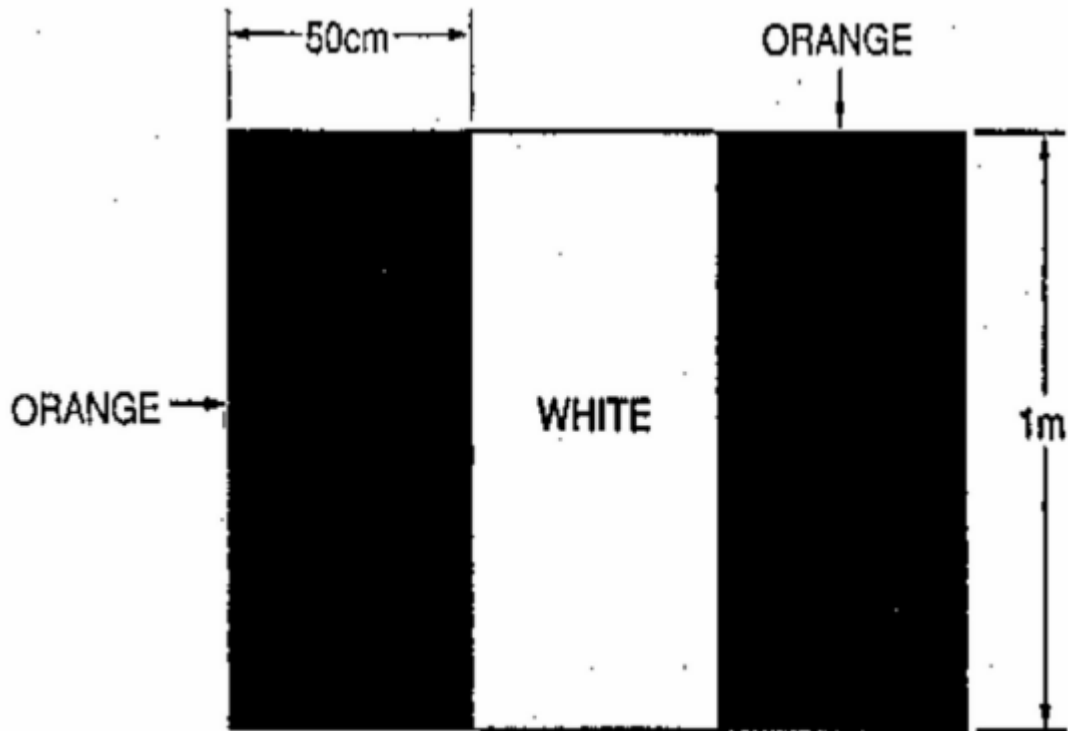


Fig. 15

indicate the boundary of an aerodrome.

(5) The pattern of the marker referred to in paragraph (4) shall be visible from inside and outside the aerodrome and the marker shall be affixed not more than 15 centimetres from the top of the structure.

(6) White, flat, rectangular markers 3 metres long and 1 metre wide, at intervals not exceeding 90 metres, flush with the surface of an unpaved runway or stopway, indicate the boundary of the unpaved runway or stopway.

(7) A white letter H, as illustrated in this paragraph,

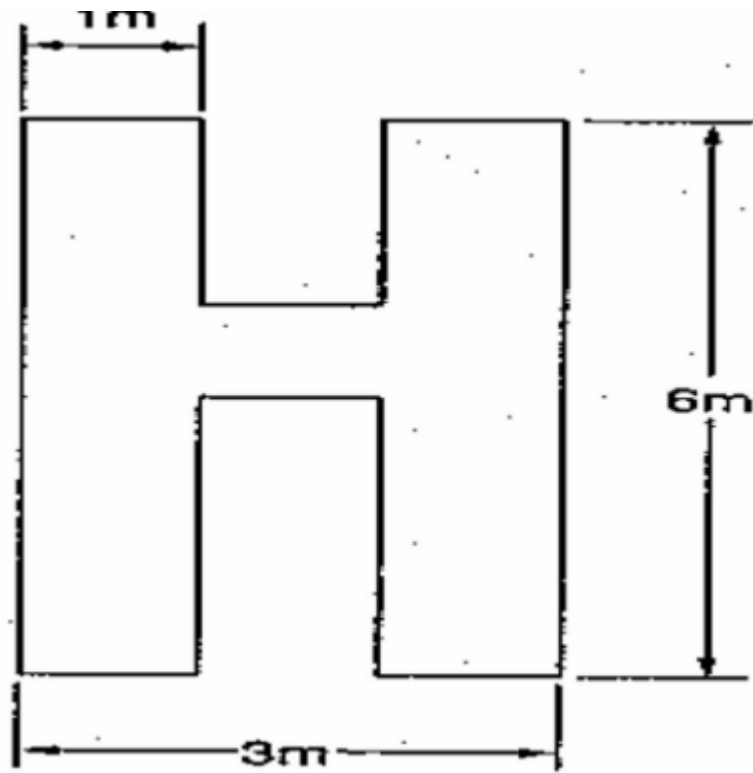
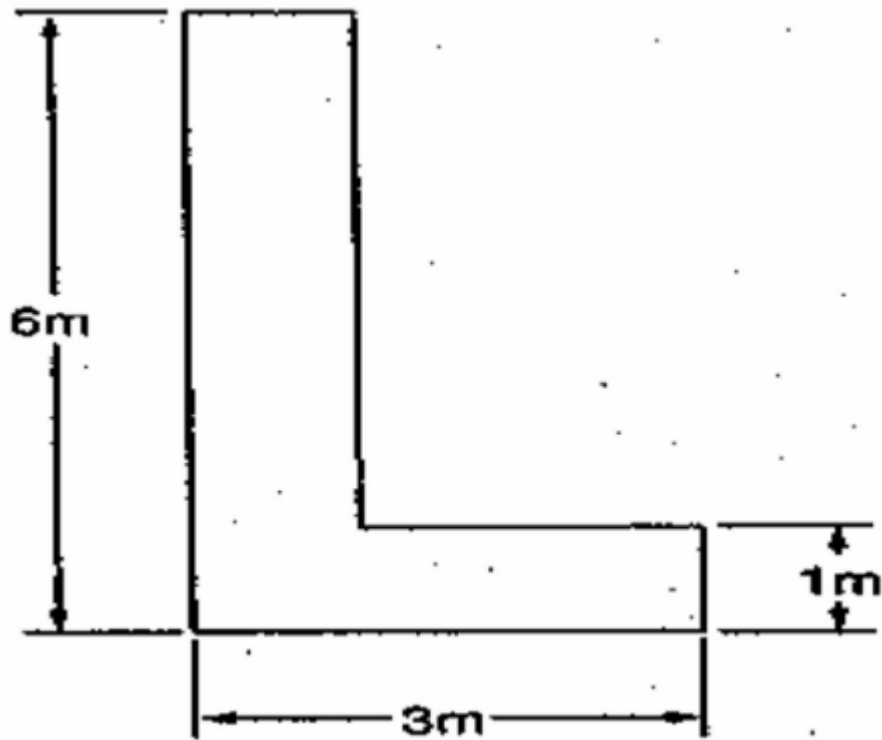


Fig. 16

indicates an area which shall be used only for the taking off and landing of helicopters.

- (8) A white letter L, as illustrated in this paragraph,

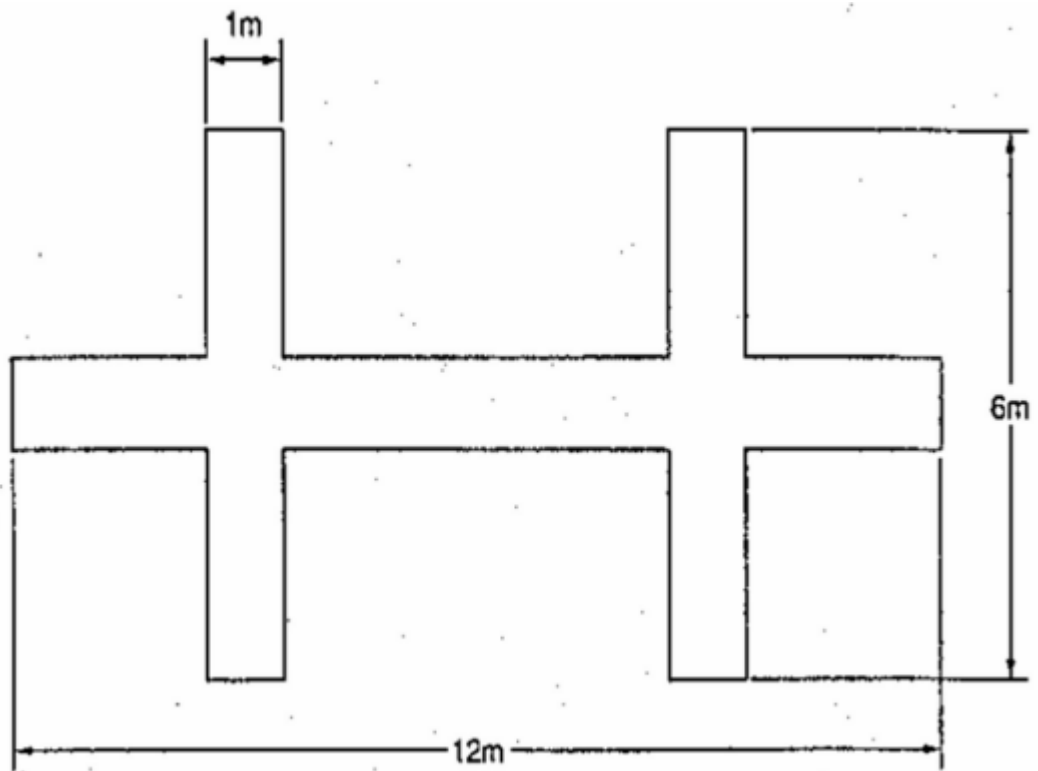


**Fig. 17**

indicates a part of the manoeuvring area which shall be used only for the taking off and landing of light aircraft.

(9) A yellow cross with two arms each 6 metres long by 1 metre wide at right angles, indicates that tow ropes, banners and similar articles towed by aircraft shall only be picked up and dropped in the area in which the cross is placed.

(10) A white double cross, as illustrated in this paragraph,



indicates an area which shall be used only for the taking off and landing of gliders.

(11) Subject to paragraph (12) a white landing T, as specified in rule 57(2), placed at the left-hand side of the runway (when viewed from the direction of landing) indicates the runway to be used for take-off and landing.

(12) The white landing T referred to in paragraph (11), when placed at an aerodrome with no runway, indicates the direction for take-off and landing.

#### **Signals visible from the ground.**

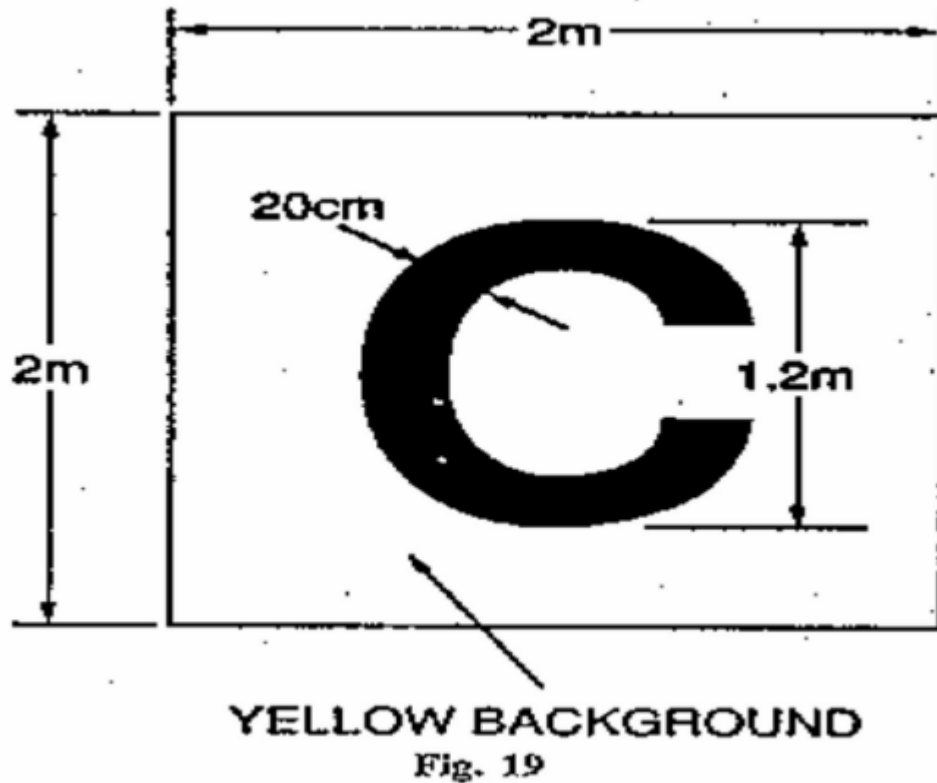
**60.** (1) A black ball, 60 centimetres in diameter, suspended from a mast signifies that the directions of take off and landing are not necessarily the same.

(2) A chequered flag or board, 1.2 metres by 90 centimetres, containing 12 equal squares, 4 horizontally and 3 vertically, coloured red and yellow alternately, signifies that aircraft may move on the manoeuvring area and apron only in accordance with the permission of the air traffic control unit at the aerodrome.

(3) Two red balls, 60 centimetres in diameter, positioned vertically one above the other, 60 centimetres apart and suspended from a mast, signify that glider flying is in progress at the aerodrome.

(4) Black, Arabic numerals in two-figure groups and, where parallel runways are provided, the letter or letters L (left), LC (left centre), C (centre), RC (right centre) and R (right), placed against a yellow background, indicate the direction for take-off or the runway in use.

(5) A black letter C against a yellow background, as illustrated in this paragraph,



indicates the position at which a pilot can report to the air traffic control unit or to the person in charge of the aerodrome.

(6) A rectangular green flag of not less than 60 centimetres square and not more than 66 centimetres square, flown from a mast, indicates that a right-hand circuit is in force.

#### Lights and pyrotechnic signals for control of aerodrome traffic.

61. Each signal described in column 1 of Table 4 shall have the meanings respectively appearing in columns 2, 3 and 4 of the Table in the circumstances specified in the second row of the Table.

**Table 4 - Meaning of Lights and Pyrotechnic Signals**

---

Column 1	Column 2	Column 3	Column 4
Characteristic and colour of light beam or pyrotechnic	Directed from an aerodrome to an aircraft in flight	Directed from an aerodrome to an aircraft or vehicle on the aerodrome	Directed from an aircraft in flight to an aerodrome
(a) Continuous red light.	Give way to other aircraft and continue circling.	Stop.	-
(b) Red pyrotechnic light, or red flare.	Do not land; wait for permission.	-	Immediate assistance is required.
(c) Red flashes.	Do not land; aerodrome not available for landing.	Move clear of landing area.	-
(d) Green flashes.	Return to aerodrome; wait for permission to land.	To an aircraft: you may move on the manoeuvring area and apron. To a vehicle: you may move on the manoeuvring area.	-
(e) Continuous green light.	You may land.	You may take off (not applicable to a vehicle).	-
(f) Continuous green light, or green flashes, or green pyrotechnic light.	-	-	By night: May I land? By day: May I land from direction different from that indicated by landing

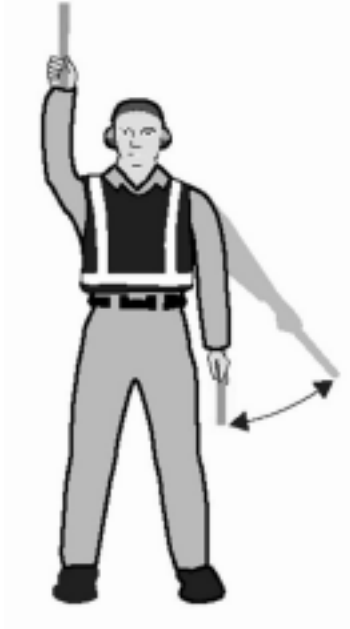
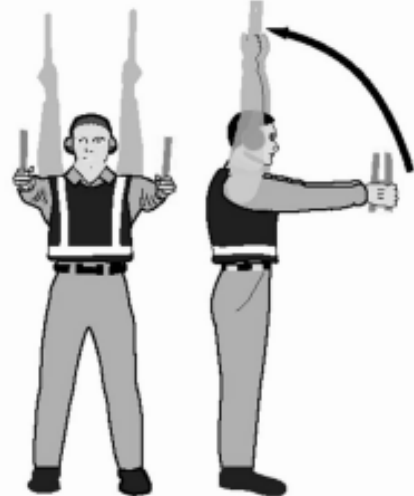
			T?
(g) White flashes.	Land at the aerodrome after receiving continuous green light, and then, after receiving green flashes, proceed to the apron.	Return to starting point on the aerodrome.	I am compelled to land.
(h) White pyrotechnic lights. Switching on and off the navigation lights. Switching on and off the landing lights.	-	-	I am compelled to land.

**Marshalling signals (from a marshaller to an aircraft).**

**62.** (1) Each of the signals for the guidance of aircraft manoeuvring on or off the ground, described in column 1 of Table 5 and as illustrated in column 3, when given by a marshaller to an aircraft, shall have the meanings specified in column 2 of the Table.

(2) By day any such signals shall be given by hand or by circular bats and by night shall be given by torches or by illuminated wands.

**Table 5 - Meaning of Marshalling Signals (from a marshaller to an aircraft)**

Column 1	Column 2	Column 3
Description of Signal	Meaning of signal	Illustration of signal
1     Raise right hand above head level with wand pointing up; move left-hand wand pointing down toward body.	Wingwalker/guide - This signal provides an indication by a person positioned at the aircraft wing tip, to the pilot/marshaller/ push-back operator, that the aircraft movement on/off a parking position would be unobstructed.	
2     Raise fully extended arms straight above head with wands pointing up	Identify gate	

3 Point both arms upward, Proceed to next  
move and extend arms signalman or as directed  
outward to sides of body and by tower/ground control  
point with wands to direction  
of next signalman or taxi  
area.



4 Bend extended arms at Straight ahead  
elbows and move wands up  
and down from chest height  
to head.





5(a) With right arm and wand extended at a 90-degree angle to body, make "come ahead" signal with left hand. Turn left (from pilot's point of view)

The rate of signal motion indicates to pilot the rate of aircraft turn.



5(b) With left arm and wand extended at a 90-degree angle to body, make "come ahead" signal with right hand. Turn right (from pilot's point of view)

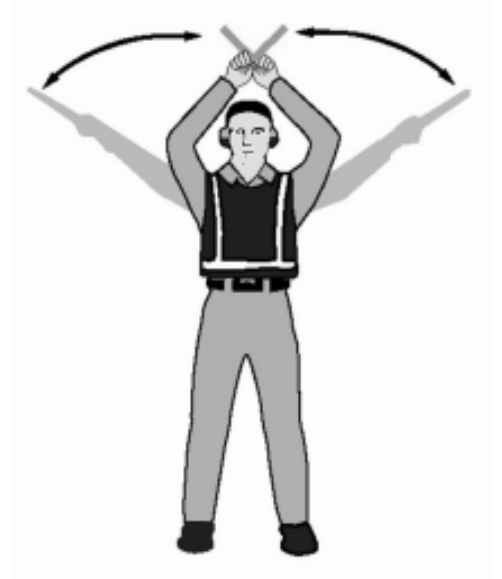
The rate of signal motion indicates to pilot the rate of aircraft turn.



6(a) Fully extend arms and wands at a 90-degree angle to sides and slowly move to above head until wands cross. Normal stop



6(b) Abruptly extend arms Emergency stop  
and wands to top of head,  
crossing wands.



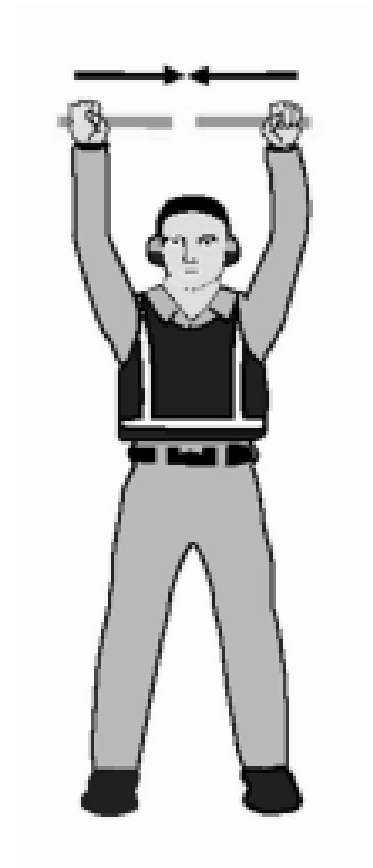
7(a) Raise hand just above Set brakes  
shoulder height with open  
palm. Ensuring eye contact  
with flight crew, close hand  
into a fist. Do Not move until  
receipt of "thumbs up"  
acknowledgement from flight  
crew.



7(b) Raise hand just above shoulder height with hand closed in a fist. Ensuring eye contact with flight crew, open palm. Do not move until receipt of "thumbs up" acknowledgement from crew.



8(a) With arms and wands fully extending above head, move wands inwards in a "jabbing" motion until wands touch. Ensure acknowledgement is received from flight crew.



8(b) With arms and wands Chocks removed  
 fully extended above head,  
 move wands outward in  
 "jabbing" motion. Do not  
 remove chocks until  
 authorised by crew.



9 Raise right arm to head level with wand pointing up  
 Start engine(s)  
 level with wand pointing up  
 and start a circular motion  
 with hand; at the same time,  
 with left arm raised above  
 head level, point to engine to  
 be started.



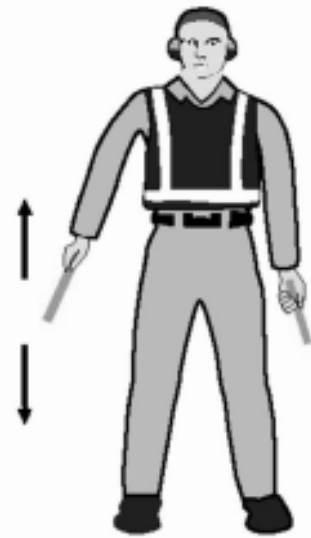
10    Extend arm with wand    Cut engine(s)  
forward of body at shoulder  
level; move hand and wand to  
top of left shoulder and draw  
wand to top of right shoulder  
in a slicing motion across  
throat.



11    Move extended arms    Slow down  
downwards in a "patting"  
gesture, moving wands up  
and down from waist to  
knees.



12 With arms down and Slow down engine(s) on  
wands toward ground, wave indicated side  
either right or left wand up  
and down indicating engine(s)  
on left or right side  
respectively should be slowed  
down.

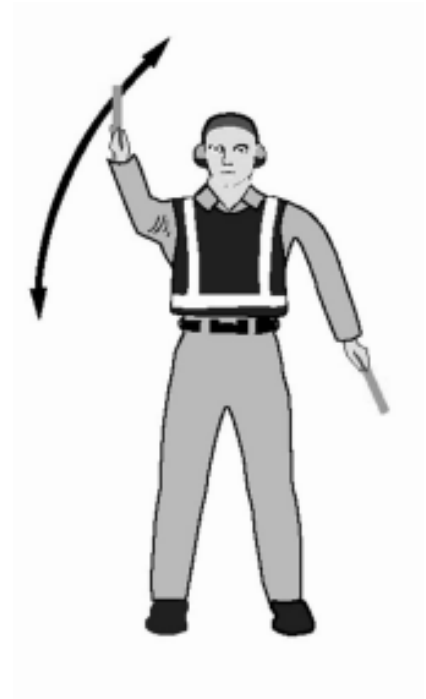


13 With arms in front of Move Back  
body at waist height, rotate  
arms in a forward motion. To  
stop rearward movement, use  
signal 6(a) or 6(b).



14(a) Point left arm with wand down and bring right arm from overhead vertical position to horizontal forward position, repeating right-arm movement.

Turns while backing  
(for tail to starboard)



14(b) Point right arm with wand down and bring left arm from overhead vertical position to horizontal position, repeating left-arm movement.

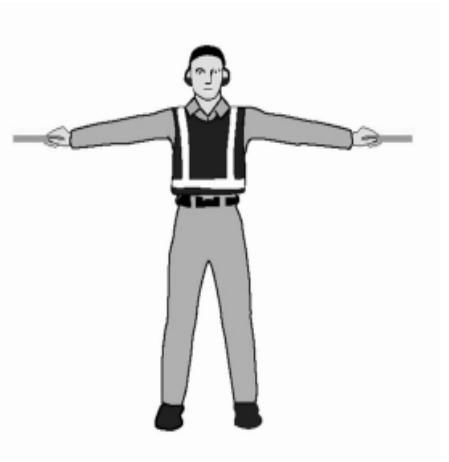
Turns while backing  
(for tail to port)



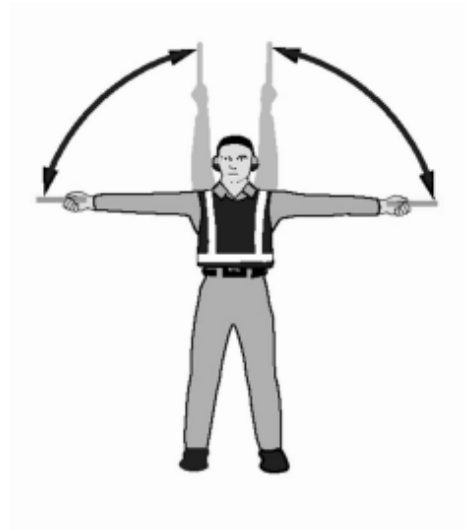
15 Raise right arm to head level with wand pointing up  
 This signal is also used as a technical/servicing communication signal.



16 Fully extend arms and wands at a 90-degree angle to sides.

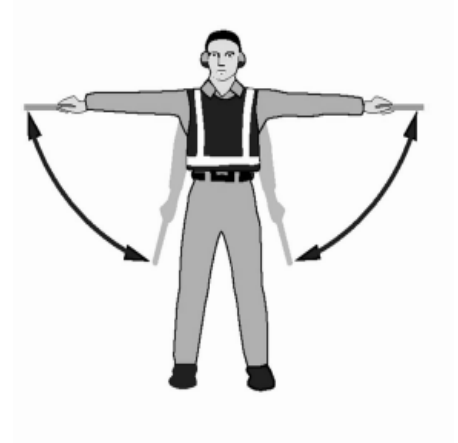


17 Fully extend arms and wands at a 90-degree angle to sides and, with palms turned up, move hands upwards. Speed of movement indicates rate of ascent.





18 Fully extend arms and wands at a 90-degree angle to sides and, with palms turned down, move hands downwards. Speed of movement indicates rate of descent.



19(a) Extend arm horizontally at a 90-degree angle to right side of body. Move other arm in same direction in a sweeping motion.

Move horizontally left (from pilot's point of view)

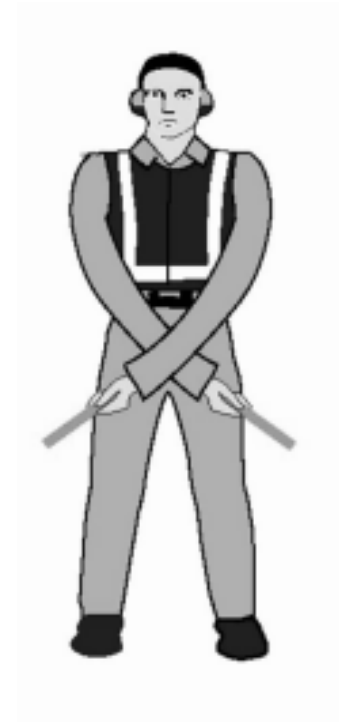


19(b) Extend arm horizontally at a 90-degree angle to left side of body. Move other arm in same direction in a sweeping motion.

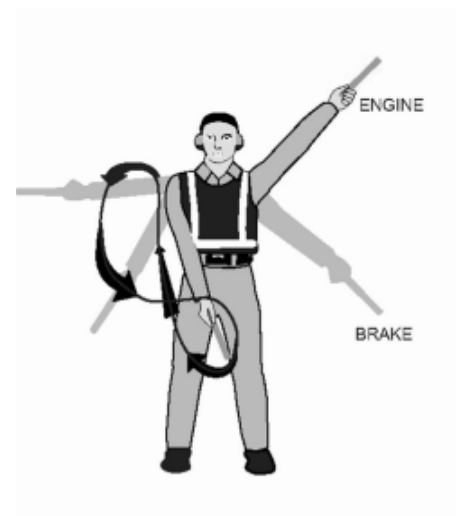
Move horizontally right (from pilot's point of view)



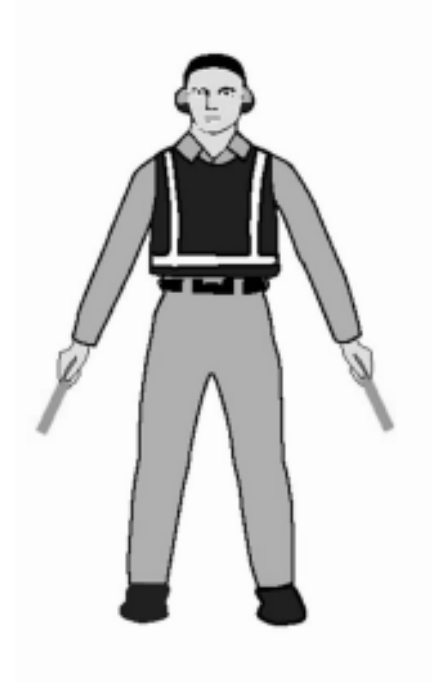
20 Cross arms with wands Land downwards and in front of body.



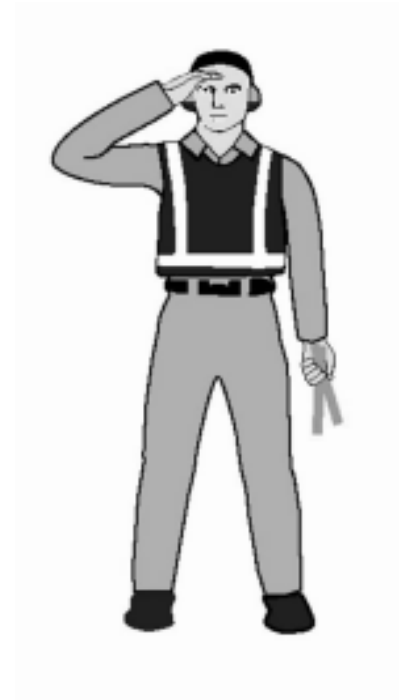
21 Move right-hand wand Fire in a "fanning" motion from shoulder to knee, while at the same time pointing with left-hand wand to area of fire.



22 Fully extend arms and wands downwards at a 45-degree angle to sides. Hold position until aircraft is clear for next manoeuvre.



23 Perform a standard salute with right hand and/or wand to dispatch the aircraft. Maintain eye contact with flight crew until aircraft has begun to taxi.



- 24 Extend right arm fully above head and close fist or hold wand in horizontal position; left arm remains at side by knee. Do not touch controls (technical/servicing communication signal)



- 25 Hold arms fully extended above head, open left hand horizontally and move finger tips of right hand into a touch open palm of left hand (forming a "T"). At night, illuminated wands can also be used to form the "T" above head. Connect ground power (technical/servicing communication signal)



- 26 Hold arms fully extended above head with finger tips of right hand touching open horizontal palm of left hand (forming a "T"); then move right hand away from the left. Do not disconnect power until Disconnect power (technical/servicing communication signal)



authorised by flight crew. At night illuminated wands can also be used to form the "T" above head.

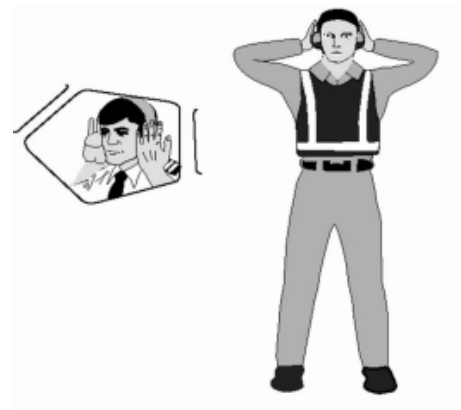
27 Hold right arm straight out at 90 degrees from shoulder and point wand down to ground or display hand with "thumbs down"; left hand remains at side by knee.

Negative  
(technical/servicing  
communication signal)



28 Extend both arms at 90 degrees from body and move hands to cup both ears.

Establish  
communication via  
interphone  
(technical/servicing  
communication signal)



- 29 With right arm at side and left arm raised above head at a 45-degree angle, move right arm in a sweeping motion towards top of left shoulder.
- Open/close stairs (technical/servicing communication signal) - This signal is intended mainly for aircraft with the set of integral stairs at the front



**Marshalling signals (from a pilot of an aircraft to a marshaller).**

63. Each of the signals described in column 1 of Table 6, when made by a pilot in an aircraft to a marshaller on the ground, shall have the meanings specified in column 2 of the Table -

**Table 6 - Meaning of Marshalling Signals (from a pilot of an aircraft to a marshaller)**

Column 1	Column 2
Description of Signal	Meaning of Signal
1 Raise arm and hand with fingers extended horizontally in front of face, then clench fist.	Brakes engaged.
2 Raise arm with fist clenched horizontally in front of face, then extend fingers.	Brakes released.

- 3 Arms extended palms facing outwards, Insert chocks.  
move hands inwards to cross in front of face.
- 4 Hands crossed in front of face, palms facing outwards, Remove chocks.  
Remove chocks, move arms outwards.
- 5 Raise the number of fingers on one hand indicating the number of the engine to be started. For this purpose the aircraft engines shall be numbered in relation to the marshaller facing the aircraft, from his right to his left. For example, No 1 engine shall be the port outer engine, No 2 engine shall be the port inner engine, No 3 engine shall be the starboard inner engine and No 4 engine shall be the starboard outer engine.

**Distress, urgency and safety signals.**

**64.** (1) The following signals, given either together or separately before the sending of a message, signify that an aircraft is threatened by grave and imminent danger and requests immediate assistance -

- (a) by radiotelephony – the spoken word 'MAYDAY',
- (b) by visual signalling –
  - (i) the signal SOS (...---...);
  - (ii) a succession of pyrotechnic lights fired at short intervals each showing a single red light, or

- (iii) a parachute flare showing a red light, and
- (c) by sound signalling other than radiotelephony -
  - (i) the signal SOS (...---...), or
  - (ii) a continuous sounding with any sound apparatus.

(2) The following signals, given either together or separately, before the sending of a message, signify that the pilot-in-command of the aircraft wishes to give notice of difficulties which compel it to land but that he does not require immediate assistance -

- (a) a succession of white pyrotechnic lights,
- (b) the repeated switching on and off of the aircraft landing lights, and
- (c) the repeated switching on and off of its navigation lights, in such a manner as to be clearly distinguishable from the flashing navigation lights described in rule 49.

(3) The following signals, given either together or separately, indicate that the pilot-in-command of the aircraft has an urgent message to transmit concerning the safety of a ship, aircraft, vehicle or other property or of a person on board or within sight of the aircraft from which the signal is given -



- (a) by radiotelephony - the repeated spoken word, "PAN PAN",
- (b) by visual signalling - the signal XXX (- .. -- .. -- .. -), and
- (c) by sound signalling other than radiotelephony - the signal XXX (- .. -- .. -- .. -)

## SCHEDULE 16

Section 77

## THE AIR NAVIGATION (DANGEROUS GOODS) REGULATIONS

## PART I

Interpretation.

1. (1) In these Regulations -

"**acceptance check list**" means a document used to assist in carrying out a check on the external appearance of packages of dangerous goods and their associated documents to determine that all appropriate requirements have been met,

"**Bailiwick of Guernsey operator**" means an aircraft operator which appears to the Director to have its principal place of business in the Bailiwick,

"**cargo aircraft**" means any aircraft which is carrying goods or property but not passengers and for the purposes of these Regulations the following are not considered to be passengers -

- (a) a crew member,
- (b) an operator's employee permitted to be carried by, and carried in accordance with, the instructions contained in the operations manual,

- (c) an authorised representative of a competent national aviation authority,
- (d) a person with duties in respect of a particular shipment on board,

**"dangerous goods"** means any article or substance which is identified as such in the Technical Instructions,

**"dangerous goods accident"** means an occurrence associated with and related to the carriage of dangerous goods by air which results in fatal or serious injury to a person or major property damage,

**"dangerous goods incident"** means an occurrence, other than a dangerous goods accident, which -

- (a) is associated with and related to the carriage of dangerous goods by air, not necessarily occurring on board an aircraft, which results in injury to a person, property damage, fire, breakage, spillage, leakage of fluid or radiation or other evidence that the integrity of the packaging has not been maintained, or
- (b) relates to the carriage of dangerous goods and which seriously jeopardises the aircraft or its occupants,

**"dangerous goods transport document"** means a document which is specified by the Technical Instructions and contains information about those dangerous goods,

**"freight container"** means an article of transport equipment for radioactive materials, designed to facilitate the carriage of such materials, either packaged or unpackaged, by one or more modes of transport, but does not include a unit load device,

**"handling agent"** means an agent who performs on behalf of the operator some or all of the functions of the latter including receiving, loading, unloading, transferring or other processing of passengers or cargo,

**"ID number"** means an identification number specified in the Technical Instructions for an item of dangerous goods which has not been assigned a UN number,

**"non-Bailiwick of Guernsey operator"** means an aircraft operator which appears to the Director to have its principal place of business outside the Bailiwick,

**"overpack"** means an enclosure used by a single shipper to contain one or more packages and to form one handling unit for convenience of handling and stowage, but does not include a unit load device,

**"package"** means the complete product of the packing operation consisting of the packaging and its contents prepared for carriage,

**"packaging"** means the receptacles and any other components or materials necessary for the receptacle to perform its containment function,

**"proper shipping name"** means the name to be used to describe a particular article or substance in all shipping documents and notifications and, where appropriate, on packagings,

**"serious injury"** means an injury which is sustained by a person in an accident and which -

- (a) requires hospitalisation for more than 48 hours, commencing within seven days from the date the injury was received,
- (b) results in a fracture of any bone (except simple fractures of fingers, toes or nose),
- (c) involves lacerations which cause severe haemorrhage, nerve, muscle or tendon damage,
- (d) involves injury to any internal organ,
- (e) involves second or third degree burns, or any burns affecting more than 5 per cent of the body surface, or
- (f) involves verified exposure to infectious substances or injurious radiation.

**"Technical Instructions"** means the 2007-2008 English language edition of the Technical Instructions for the Safe Transport of Dangerous Goods by Air approved and published by decision of the Council of the International Civil Aviation Organisation as, from time to time, amended, revised or revoked and replaced and so approved and published,

"**UN number**" means the four-digit number assigned by the United Nations Committee of Experts on the Transport of Dangerous Goods to identify a substance or a particular group of substances, and

"**unit load device**" means any type of container or pallet designed for loading onto an aircraft but does not include a freight container for radioactive materials or an overpack.

(2) Other expressions used in these Regulations shall have the same respective meanings as in this Law.

(3) For the avoidance of doubt any reference in the Technical Instructions or these Regulations to the taking on board, loading onto or carriage of dangerous goods in or on an aircraft shall for the purpose of these Regulations be interpreted as applying also to the placing, suspending or carriage of such goods beneath an aircraft unless the context makes it otherwise apparent.

## PART II

### *Requirements for Carriage of Dangerous Goods*

#### **Requirement for approval of operator.**

2. (1) An aircraft shall not carry or have loaded onto it any dangerous goods unless -

- (a) the operator is approved under these Regulations, and
- (b) such goods are carried or loaded in accordance with -

- (i) any conditions to which such approval may be subject, and
  - (ii) in accordance with the Technical Instructions.
- (2) An approval under these Regulations –
  - (a) shall be granted by the Director of Civil Aviation if he is satisfied the operator is competent to carry dangerous goods safely,
  - (b) shall be in writing, and
  - (c) may be subject to such conditions as the Director of Civil Aviation thinks fit.

**Prohibition of carriage of dangerous goods.**

3. (1) Subject to paragraphs (2) and (3) a person shall not -

- (a) deliver or cause to be delivered for carriage in, or
- (b) take or cause to be taken on board,

an aircraft any dangerous goods, which he knows or ought to know or suspect to be goods capable of posing a risk to health, safety, property or the environment when carried by air, unless the Technical Instructions have been complied with and the package of those goods is in a fit condition for carriage by air.

- (2) Subject to paragraph (3), these Regulations shall not apply to those dangerous goods specified in the Technical Instructions as being -

- (a) for the proper navigation or safety of flight,
  - (b) to provide, during flight, medical aid to a patient,
  - (c) to provide, during flight, veterinary aid or a humane killer for an animal,
  - (d) to provide, during flight, aid in connection with search and rescue operations,
  - (e) permitted for carriage by passengers or crew members, or
  - (f) intended for use or sale during the flight in question.
- (3) The goods specified in -
- (a) paragraph (2) shall only be carried provided they comply with the following paragraphs and the applicable provisions in paragraphs 1.1.3 and 2.2 of Part 1, and Part 8, of the Technical Instructions,
  - (b) paragraph (2)(a) shall only be carried if -
    - (i) they are required to be carried on an aircraft by or under this Law or are otherwise intended for use on an aircraft for the purpose of the good order of the flight in accordance with the normal practice whether or not, in either case,



such goods are required to be carried or intended to be used on that particular flight,

- (ii) when they are intended as replacements or have been removed for replacement, they comply with paragraph 2.2.2 of Part 1 of the Technical Instructions,
- (c) paragraph (2)(b) and (2)(c) shall only be carried if -
  - (i) they are or may be required for use during the flight,
  - (ii) they are or may be required for use during a subsequent flight by the same aircraft and it will not be practicable to load the goods onto the aircraft in the intervening period before the commencement of that subsequent flight, or
  - (iii) they were used or might have been required for use during a previous flight by the same aircraft and it has not been practicable to unload them from the aircraft since that flight,
- (d) paragraph (2)(e) shall only be carried by passengers or crew members if they comply with the provisions in Part 8 of the Technical Instructions, and
- (e) paragraph (2)(f) shall only be carried if the Technical Instructions identify them as being items which can be

carried on an aircraft for sale or use during a flight or, when they are intended as replacements for such items or have been removed for replacement, they are carried in accordance with paragraph 2.2.3 of Part 1 of the Technical Instructions.

### PART III

#### *Operator's Obligations*

##### **Provision of information by the operator to crew etc.**

4. (1) The operator of an aircraft flying for the purposes of public transport shall ensure that -

- (a) all appropriate manuals, including the operations manual, contain information about dangerous goods so that ground staff and crew members can carry out their responsibilities in regard to the carriage of dangerous goods, including the actions to be taken in the event of emergencies involving dangerous goods, and
- (b) where applicable, such information is also provided to his handling agent.

(2) The operator of an aircraft in which dangerous goods are to be carried as cargo shall ensure that, before the flight begins, the pilot-in-command of the aircraft is provided with -

- (a) written information about the dangerous goods as specified in paragraph 4.1 of Part 7 of the Technical Instructions, and
  - (b) information for use in responding to an in-flight emergency as specified in paragraph 4.8 of Part 7 of the Technical Instructions.
- (3) The operator of an aircraft which is involved -
- (a) in an aircraft accident whilst carrying any dangerous goods as cargo on the aircraft, or
  - (b) a serious incident in which, in the reasonable opinion of the operator, dangerous goods carried as cargo on the aircraft may be involved,

shall notify the Director of Civil Aviation and a police officer for the area where the accident or serious incident occurred of any dangerous goods carried as cargo on the aircraft.

(4) For the purposes of this regulation, "**serious incident**" means an incident involving circumstances indicating that an accident nearly occurred.

**Acceptance of dangerous goods by the operator.**

**5.** (1) The operator of an aircraft in which dangerous goods are to be carried shall ensure that no package, overpack or freight container which contains dangerous goods is accepted for carriage in an aircraft until such package, overpack or freight container has been inspected to determine that -

- (a) insofar as it is reasonable to ascertain, the goods are not forbidden for carriage by air in any circumstances by the provisions of the Technical Instructions,
- (b) insofar as it is reasonable to ascertain, the goods are classified as required by the Technical Instructions,
- (c) insofar as it is reasonable to ascertain, the goods are packed as required by the Technical Instructions,
- (d) the package, overpack or freight container is marked and labelled in accordance with the provisions of Chapters 2 and 3 of Part 5 of the Technical Instructions, and
- (e) the package, overpack or freight container is not leaking or damaged so that the contents may escape.

(2) The operator of an aircraft in which dangerous goods are to be carried shall ensure that no package, overpack or freight container which contains dangerous goods is accepted for carriage in that aircraft unless it is accompanied by a dangerous goods transport document, except where the Technical Instructions indicate that such a document is not required, and shall inspect such a document to determine that it complies with the provisions of the Technical Instructions.

(3) For the purpose of each of the inspections required by paragraphs (1) and (2) an acceptance check list shall be used and the results of the inspection shall be recorded thereon.

(4) The acceptance check list shall be in such form and shall provide for the entry of such details as will enable the relevant inspection to be fully and accurately made by reference to the completion of that list.

**Method of loading by the operator.**

6. (1) The operator of an aircraft in which dangerous goods are to be carried as cargo shall ensure that dangerous goods are not carried in any compartment occupied by passengers or on the flight deck, except in circumstances permitted by the provisions in paragraph 2.1 of Part 7 of the Technical Instructions.

(2) The operator of an aircraft in which dangerous goods are to be carried shall ensure that any package, overpack or freight container which contains dangerous goods is loaded, segregated, stowed and secured on an aircraft in accordance with the provisions in Chapter 2 of Part 7 of the Technical Instructions.

(3) The operator of an aircraft in which dangerous goods are to be carried shall ensure that packages, overpacks or freight containers bearing an indication that they can only be carried on a cargo aircraft are loaded and stowed in accordance with the provisions in paragraph 2.4.1 of Part 7 of the Technical Instructions and are not loaded on an aircraft carrying passengers.

**Inspections by the operator for damage, leakage or contamination.**

7. (1) The operator of an aircraft in which dangerous goods are to be carried shall ensure packages, overpacks or freight containers which contain dangerous goods are inspected for evidence of damage or leakage before being loaded on an aircraft or placed in a unit load device.

(2) The operator of an aircraft in which dangerous goods are to be carried shall ensure a unit load device containing dangerous goods is not loaded

unless it has been inspected and found free from any evidence of leakage from or damage to the packages, overpacks or freight containers contained in it.

(3) The operator of an aircraft in which dangerous goods are to be carried shall ensure that any package, overpack or freight container which contains dangerous goods which appears to be leaking or damaged is not loaded on an aircraft.

(4) The operator of an aircraft in which dangerous goods are to be carried shall ensure that any package, overpack or freight container which contains dangerous goods which is found to be leaking or damaged on an aircraft is removed and that other cargo or baggage loaded on that aircraft is in a fit state for carriage by air and has not been contaminated.

(5) The operator of an aircraft in which dangerous goods have been carried shall ensure after unloading that all packages, overpacks or freight containers which contain dangerous goods are inspected for signs of damage or leakage and if there is such evidence shall ensure that any part of the aircraft where the package, overpack or freight container was stowed, or any sling or other apparatus which has been used to suspend goods beneath the aircraft is inspected for damage or contamination.

**Removal of contamination by the operator.**

8. (1) The operator of an aircraft in which dangerous goods are to be carried shall ensure that any contamination found as a result of leaking or damaged packages, overpacks or freight containers is removed without delay.

(2) The operator of an aircraft shall ensure that an aircraft is not permitted to fly for the purpose of carrying passengers or cargo if it is known or suspected that radioactive materials have leaked in or contaminated the aircraft,

unless the radiation level resulting from the fixed contamination at any accessible surface and the non-fixed contamination are not more than the values specified in paragraph 3.2 of Part 7 of the Technical Instructions.

## PART IV

### *Shipper's Responsibilities*

#### **Shipper's responsibilities.**

9. Before consigning any dangerous goods for carriage by air the shipper shall ensure that -

- (a) the goods are not forbidden for carriage by air in any circumstances under the provisions in paragraph 2.1 of Part 1 of the Technical Instructions,
- (b) if the goods are forbidden for carriage by air without approval, all such approvals have been obtained where the Technical Instructions indicate it is the responsibility of the shipper to so obtain them,
- (c) the goods are classified according to the classification criteria contained in Part 2 of the Technical Instructions,
- (d) the goods are packed according to paragraphs 2.2 and 2.4 of Part 1, Part 2, chapters 2 and 3 and paragraphs 4.2, 4.3 and 4.4 of Part 3 and Part 4 of the Technical Instructions and the packagings used are in accordance with such provisions of those paragraphs, chapters and

Parts and Part 6 of the Technical Instructions as apply to those goods,

- (e) the package is marked and labelled in English in addition to any other language required by the State of Origin as specified for those goods in paragraph 2.4 of Part 1, chapters 2 and 3 and paragraph 4.5 of Part 3, chapters 2 and 3 of Part 5 and chapter 2 of Part 6 of the Technical Instructions,
- (f) the package is in a fit condition for carriage by air,
- (g) when one or more packages are placed in an overpack, the overpack only contains packages of goods permitted to be carried by paragraph 1.1 of Part 5 of the Technical Instructions and the overpack is marked and labelled as required by paragraphs 2.4 and 3.2 of Part 5 of the Technical Instructions,
- (h) a dangerous goods transport document -
  - (i) has been completed in English in addition to any other language required by the State of Origin as required by paragraph 4.1 of Part 5 of the Technical Instructions, and
  - (ii) contains a declaration signed by or on behalf of the shipper stating that the Technical Instructions have been complied with in that the dangerous goods -



- (A) are fully and accurately described,
  - (B) are correctly classified, packed, marked and labeled, and
  - (C) are in a proper condition for carriage by air, and
- (i) the operator of the aircraft has been furnished with the dangerous goods transport document required by subparagraph (h) and such other documents in respect of dangerous goods as are required by Part 4 and paragraphs 4.3 and 4.4 of Part 5 of the Technical Instructions.

## PART V

### *Pilot-in-Command's Obligations*

#### **Pilot-in-command's duty to inform air traffic services.**

**10.** The pilot-in-command of an aircraft carrying dangerous goods as cargo shall, in the event of an in-flight emergency and as soon as the situation permits, inform the appropriate air traffic services unit of those dangerous goods in detail or as a summary or by reference to the location from where the detailed information can be obtained immediately.

## PART VI

### *Training*

**Provision of information and training programmes by operators and shippers.**

11. (1) The operator of an aircraft in which dangerous goods are to be carried shall, before the flight begins, provide the pilot-in-command of the aircraft with written information specifying the matters required by the provisions of Chapter 4.1 of Part 5 of the Technical Instructions and shall preserve a copy thereof for not less than six months.

(2) The operator of an aircraft and a shipper of dangerous goods by air and, in each case, any agent thereof shall inform any of their respective employees whose duties include a function connected with the carriage of passengers or cargo by air of the provisions of the Technical Instructions and for the purpose shall establish and undertake training programmes, as required by Chapter 4 of Part 1 of the Technical Instructions, which shall be submitted to the Director of Civil Aviation for approval on such occasions as the Director may require and which shall be amended as the Director may require.

**PART VII**

*Provision of Information to Passengers and in Respect of Cargo*

**Provision of information to passengers.**

12. (1) An airport operator and the operator of an aircraft flying for the purpose of public transport of passengers or his agent shall ensure that persons who are or may become passengers on an aircraft flying for the purposes of public transport are warned as to the types of dangerous goods which they are forbidden from carrying on an aircraft as checked baggage or with them by displaying notices sufficient in number and prominence for this purpose -

- (a) at each of the places at an airport where tickets are issued,
- (b) at each of the areas at an airport maintained to assemble passengers to board an aircraft, and
- (c) at any location where a passenger may be checked in.

(2) The operator of an aircraft flying for the purpose of the public transport of passengers or his agent shall ensure that passengers are warned as to the type of dangerous goods which they are forbidden from carrying on an aircraft as checked baggage or with them either by providing information with each passenger ticket, sufficient in prominence for this purpose, or by some other appropriate means such that passengers receive a warning in addition to that required by paragraph (1).

(3) Any person who, in the Bailiwick, makes available flight accommodation shall ensure that persons who are or may become passengers on an aircraft flying for the purposes of public transport are warned as to the types of dangerous goods which they are forbidden from carrying on an aircraft as checked baggage or with them by displaying notices sufficient in number and prominence for this purpose at any place where flight accommodation is offered for sale.

**Provision of information in respect of cargo.**

13. The operator of an aircraft in which cargo is to be carried and any agent thereof shall ensure that notices giving information about the carriage of dangerous goods are displayed in sufficient number and prominence for this purpose at those places where cargo is accepted for carriage.

**PART VIII**

*Documents and Records, Enforcement Powers and General***Keeping of documents and records.**

14. (1) The operator of an aircraft carrying dangerous goods as cargo shall ensure that a copy of the dangerous goods transport document required by regulation 5(2) and the written information to the pilot-in-command required by regulation 4(2)(a) are retained at a readily accessible location until after the full period of the flight on which the goods were carried.

(2) The operator of an aircraft in which dangerous goods are carried shall preserve for not less than three months -

- (a) any dangerous goods transport document or other document in respect of dangerous goods which has been furnished to him by the shipper in accordance with regulation 5(2),
- (b) the record of any acceptance check list completed in accordance with regulation 5(3), and
- (c) the written information to the pilot-in-command as required by regulation 4(2)(a).

(3) The record referred to in paragraph (2)(b) may be in a legible or a non-legible form so long as the recording is capable of being reproduced in a legible form.

**Production of documents and records.**

**15.** (1) The operator of an aircraft on which dangerous goods are to be or have been carried and any agent thereof shall, within a reasonable time after being requested so to do by an authorised person, cause to be produced to that person such of the following documents as may have been requested by that person

-

- (a) the written approval referred to in regulation 2(1),
- (b) the dangerous goods transport document or other document in respect of any dangerous goods, referred to in regulation 5(2),
- (c) the completed acceptance check list in a legible form in respect of any dangerous goods, referred to in regulation 5(3), and
- (d) a copy of the written information provided to the pilot-in-command of the aircraft in respect of any dangerous goods, referred to in regulation 4(2)(a).

(2) The aircraft operator, shipper and any agent of either of them shall, within a reasonable time after being requested so to do by an authorised person, cause to be produced to that person any document which relates to goods which the authorised person has reasonable grounds to suspect may be dangerous goods in respect of which the provisions of these Regulations have not been complied with.

**Powers in relation to enforcement of the Regulations.**

**16.** (1) An authorised person may examine, take samples of and seize any goods which the authorised person has reasonable grounds to suspect may be

dangerous goods in respect of which the provisions of these Regulations have not been complied with.

(2) An authorised person may open or require to be opened any baggage or package which the authorised person has reasonable grounds to suspect may contain dangerous goods in respect of which the provisions of these Regulations have not been complied with.

(3) Subject to paragraph (5), any sample taken or goods seized by an authorised person under this regulation shall be retained or detained respectively for so long as the Director of Civil Aviation considers necessary in all the circumstances and shall be disposed of in such manner as the Director of Civil Aviation considers appropriate in all the circumstances.

(4) Without prejudice to the generality of paragraph (3) any sample taken or goods seized under this regulation may be retained or detained respectively -

- (a) for use as evidence at a trial for an offence, or
- (b) for forensic examination or for investigation in connection with an offence.

(5) The person from whom any goods have been seized by an authorised person under this regulation may apply to the Director of Civil Aviation for the item to be released to him.

(6) An application under this regulation shall be made in writing and shall be accompanied by evidence of ownership by the applicant.

(7) Where the Director of Civil Aviation is satisfied that the applicant is the owner of the item concerned and that further retention of the item is not necessary for the purposes of any criminal proceedings, he shall arrange for the goods concerned to be returned to the applicant.

(8) Where further retention of goods is, in the opinion of the Director of Civil Aviation, no longer necessary and no application has been made under paragraph (5) or any such application has been unsuccessful, the goods shall be destroyed or otherwise disposed of in accordance with the directions of the Director of Civil Aviation.

**Occurrence reporting.**

**17.** (1) A Bailiwick of Guernsey operator shall ensure that any dangerous goods accident, dangerous goods incident or the finding of undeclared or misdeclared dangerous goods in cargo or passenger's baggage, wherever it occurs, is reported to the Director of Civil Aviation.

(2) A non-Bailiwick of Guernsey operator shall ensure that any dangerous goods accident, dangerous goods incident or the finding of undeclared or misdeclared dangerous goods in cargo or passenger's baggage which occurred in the Bailiwick is reported to the Director of Civil Aviation.

(3) A report required under paragraph (1) or (2) shall contain such of the following information as is appropriate to the occurrence -

- (a) date of the occurrence,
- (b) location of the occurrence, flight number and flight date,

- (c) description of the goods and the reference number of the air waybill, pouch, baggage tag and ticket,
- (d) proper shipping name (including the technical name, if applicable),
- (e) UN/ID number,
- (f) class or division in accordance with the Technical Instructions and any subsidiary risk(s),
- (g) type of packaging and the packaging specification marking,
- (h) quantity of dangerous goods,
- (i) name and address of the shipper or passenger,
- (j) suspected cause of the occurrence,
- (k) action taken,
- (l) any other reporting action taken,
- (m) name, title, address and contact number of the reporter, and
- (n) any other relevant details.



(4) Subject to paragraph (5) a report containing as much of the information referred to above as is in his possession shall be despatched in writing, or in such other form as the Director of Civil Aviation may approve, and by the quickest available means to the Director of Civil Aviation within 72 hours of the occurrence coming to the knowledge of the person making the report.

(5) If at that time any of the said information is not in the possession of that person, he shall despatch the information to the Director of Civil Aviation in writing, or in such other form as the Director of Civil Aviation may approve, and by the quickest available means within 72 hours of the information coming into his possession.

(6) Nothing in this regulation shall require a person to report any occurrence which he has reported under section 130 or which he has reason to believe has been or will be reported by another person to the Director of Civil Aviation in accordance with that section.

**Dropping articles for agricultural, horticultural, forestry or pollution control purposes.**

18. Subject to the provisions of regulation 4(1)(a), nothing in these Regulations shall apply to any aircraft flying solely for the purpose of dropping articles for the purpose of agriculture, horticulture, forestry or pollution control.

**Police aircraft**

19. Nothing in these Regulations other than regulation 2(1)(a) shall apply to the carriage of dangerous goods by an aircraft flying under and in accordance with the terms of a police air operator's certificate issued by a competent authority acceptable to the Director.

**SCHEDULE 17**

Section 105

**THE AERODROME MANUAL**

Information and instructions relating to the following matters shall be included in the aerodrome manual referred to in section 105 -

- (a) the name and status of the official in charge of day to day operation of the aerodrome together with the names and status of other senior aerodrome operating staff and instructions as to the order and circumstances in which they may be required to act as the official in charge,
- (b) the system of aeronautical information service available,
- (c) procedures for promulgating information concerning the aerodrome's state,
- (d) procedures for the control of access, vehicles and work in relation to the aerodrome manoeuvring area and apron,
- (e) procedures for complying with section 130 and for the removal of disabled aircraft,
- (f) in the case of an aerodrome which has facilities for fuel storage, procedures for complying with section 110,

- (g) subject to subparagraph (h), plans to a scale of 1:2500 depicting the layout of runways, taxiways and aprons, aerodrome markings, aerodrome lighting if such lighting is provided, and the siting of any navigational aids within the runway strip,
- (h) in the case of copies of the manual or extracts thereof provided or made available to a member of the aerodrome operating staff, the plans shall be of a scale reasonably appropriate for the purposes of section 105(10) of this Law,
- (i) in respect of an aerodrome in relation to which there is a notified instrument approach procedure, survey information sufficient to provide data for the production of aeronautical charts relating to that aerodrome,
- (j) description height and location of obstacles which infringe standard obstacle limitation surfaces, and whether they are lit,
- (k) data for and method of calculation of declared distances and elevations at the beginning and end of each declared distance,
- (l) method of calculating reduced declared distances and the procedure for their promulgation,
- (m) details of surfaces and bearing strengths of runways, taxiways and aprons,
- (n) the system of the management of air traffic in the airspace associated with the aerodrome, including procedures for the

co-ordination of traffic with adjacent aerodromes, except any such information or procedures already published in any, manual of air traffic services,

- (o) operational procedures for the routine and special inspection of the aerodrome manoeuvring area and aprons,
- (p) if operations are permitted during periods of low visibility, procedures for the protection of the runways during such periods,
- (q) procedures for the safe integration of all aviation activities undertaken at the aerodrome,
- (r) procedures for the control of wildlife hazards,
- (s) procedures for the use and inspection of the aerodrome lighting system, if such a system is provided, and
- (t) the scale of rescue, first aid and fire service facilities, the aerodrome emergency procedures and procedures to be adopted in the event of temporary depletion of the rescue and fire service facilities.

**SCHEDULE 18**

Section 175

**REPEALS**

1. The Aerodrome (Indication of Obstructions) Law, 1938<sup>bb</sup>.
2. The Airport Service Charge (Guernsey) Law, 1958<sup>cc</sup>.

---

<sup>bb</sup> Ordres en Conseil Vol. XI, p. 221.

<sup>cc</sup> Ordres en Conseil Vol. XVII, p. 448.