flynas TERMS AND CONDITIONS OF CARRIAGE

flynas Terms and Conditions of Carriage are correct at the time of publication, however flynas reserves the right to revise any part of these Terms and Conditions of Carriage without notice.

By accessing, browsing and using our website and/or by completing a Booking you acknowledge to have read, understood and agreed to our Terms and Conditions of Carriage and flynas Regulations.

TERMS AND CONDITIONS OF CARRIAGE

INDEX

1. Definitions
2. Applicability
   - General
   - Charters
   - Code shares
   - Overriding law
   - Conditions prevail over Regulations
   - Validity of conditions
3. Fares
   - Fare Rules
   - Fare Types
   - Infant fares
   - Child Fares
4. Taxes, Fees and Charges
   - Taxes, Fees and Charges imposed by governments, authorities, airports
   - Additional Fees and Charges
5. Currency, Method, and Time limits for payment
   - Currency of payment
   - Method of Payment
   - Time Limits for Payment
6. Bookings, Flight Schedules, Connecting Flights
   - Bookings
     - General
     - Validity
     - Booking Confirmation
   - Flight Schedule
   - Connecting Flights
     - Connecting Flights on Outbound Journey
     - Connecting Flights on Inbound Journey
     - Connecting Flight Delays or Cancellations
     - Connecting Flights for Customers travelling on a Final Exit Visa
7. Hajj and Umrah Bookings
   - Hajj Travel and Visa Restrictions
   - Baggage Policy for Hajj
   - Zam Zam water
   - Hajj Check in
8. Booking Grace Period, Changes, Cancellation and Credit Shell
   - Grace Period for bookings

- Changes, Cancellations
- Using Your Credit Shell

9. Baggage
    - Baggage Allowance
    - Cabin Baggage Allowance
    - Hold Baggage Allowance
    - Collection and Delivery of Hold Baggage
    - Excess Baggage
    - Right to Refuse Baggage
    - Right to Search Baggage
    - LAGS (Liquids, Aerosols and Gels)
    - Zam Zam water
    - Declaration of Cash and Precious Metals
    - Non Standard Items of Baggage
    - Fragile, Perishable and Valuable Items
    - Prohibited Items
    - Dangerous Items
        - Dangerous Goods
        - Weapons
    - Restricted Articles
    - Carriage of Animals
    - Carriage of Corpses and Human Remains
    - Tobacco Limits on Flight to Saudi Arabia
    - Items Removed from Baggage by Security Personnel
    - flynas Cargo
10. Carriage of Special Needs Guests
    - Guests Requiring Special Assistance
    - Expectant Mothers
    - Infants
    - Unaccompanied Minors
    - Young Passengers Travelling Alone
11. Seat Selection
12. Catering requests
13. Check-in and Boarding
    - Check-in Time
    - Check in time for Groups, Special Assistance
    - Identification
    - Credit Card payment Identification
    - Valid Documents
    - Boarding Gate Deadlines
    - Denied Boarding
    - Connecting Flights and Transfer of Hold Baggage
    - Web Check in
14. Rights and Causes of Refusal of Carriage
15. Conduct Onboard Our Aircraft(s)
    - Unacceptable Behaviour
    - Diversion Costs Caused by Unacceptable Behaviour
    - Electronic Devices
16. Schedule Adjustments
    - General
    - Significant Schedule Adjustment
    - Schedule Adjustment notification

17. Refunds of Fares, Taxes, Fees and Charges
    - General
    - Involuntary fare Refunds
        - Denied Boarding due to overbooking
        - Delays and Cancellations by flynas
18. Arrangements for Third Party Services
    - General
    - Executive lounge
19. Administrative Formalities
    - Travel Documents
    - Refusal of Entry
    - Customs Inspection
    - Security screening
20. Liability of Damage
    - General
    - Our Liability to Customers
    - Our Liability for Damage to Hold Baggage
21. Time Limitation for Claims and Actions
    - Notice of Claims
    - Limitations of Actions
    - Modification and Waiver
22. flynas Regulations
23. Interpretation
24. Choice of Law and Jurisdiction
25. Your Personal Information
26. Our Contacts
    - Customer Service Unit
    - Call Centre
    - Name and Address of Carrier

ARTICLE 1 Definitions

We, us, our and ourselves means flynas. Our address is P.O Box 305161 Riyadh 11361, Kingdom of Saudi Arabia

You, your and yourself means any person(s) in whose interest the Booking is made and who is/are to be carried or is/are carried on an aircraft, except members of the crew. (See also the definition for Booking and for Customer)

Additional Fees/charges refers to the additional charges arising from services requested by you from us

Airline Designator Code means the two or three letters or the letter and number which identify each particular air carrier

Authorized Agent means an agent who has been appointed to represent us in the sale or delivery of air transportation on our services

Baggage means your personal property accompanying you on your flight, which unless otherwise specified, consists of your Cabin and Hold Baggage

Baggage Receipt means the receipt given to you by us or our Authorized Agent at the check-in desk which relates to the carriage of your Hold Baggage

Baggage Identification Tag – means the label issued solely for identification of Hold Baggage, which is normally attached to the Hold Baggage during travel

Booking means the flight booking you have made with us, which entitles you to travel between the Point of Origin and Point of Destination as detailed on your Itinerary, when you have confirmed your Booking; i.e. once the Tariff due for all Customers in the Booking has been paid in full.

Booking Reference means the unique reference we assign to you to identify the Booking you have made and which has been confirmed by us

Business Day means a day (other than a Friday or a Saturday) on which banks in the Kingdom of Saudi Arabia are ordinarily open for business.

Cabin Baggage means baggage and any personal items you carry onboard which is not Hold Baggage

Carrier means the carrier that provides transport and services to the Customer which are the subject of the Booking

Carrier's Regulations – are the rules, other than these Terms and Conditions of Carriage, published by us and in force on the date of Booking and which govern the carriage of Customers and/or Baggage and shall include applicable Tariffs in force; these are available on our Website and at our offices upon request

Check-in Deadline refers to the time limit we have set by which you must have completed the check-in formalities and received your boarding pass

Codeshare is an aviation business arrangement where two or more airlines share the same flight. Hence, each airline publishes and markets the flight under its own airline designator and flight number as part of its published timetable or schedule.

Conditions of Carriage means these General Terms and Conditions of Carriage for Customers and Baggage

Conditions of Contract means those statements contained in or delivered with your Booking and/or Itinerary, identified as such and which incorporate by reference, these Conditions of Carriage and Notices

Connecting Flight – flynas may offer two (2) or more flight sectors for sale as a scheduled connection

Connecting Customer refers to Customers who book a Connecting Flight

Connection Time refers to the time lapse between your arrival and departure times of your Connecting Flights at the Point of Transit

Convention – means whichever is applicable of the following Conventions - The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the Warsaw Convention)

- The Warsaw Convention as amended at The Hague on 28 September 1955
- The Warsaw Convention as amended by Additional Protocol No. I of Montreal (1975)

- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975)
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975)
- The Guadalajara Supplementary Convention (1961)
- The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal 28 May 1999

Credit Shell refers to an amount held by us which can be used as full or part payment for future Bookings, and which remains valid for a period of twelve (12) Calendar months from the date the Credit Shell was issued. Credit shell to only apply on direct bookings made on flynas.com or through flynas Call Centre.

Customer means any person holding a valid Booking issued by us whether carried, or in the process of being carried, on an aircraft, except members of the crew. (See also the definition for you, your)

Damage – this includes death of, wounding of, or other bodily injury to a Customer. It also includes loss, partial loss of limbs/or bodily function, as well as any theft of, or other damage to Baggage arising out of, or in connection with carriage or other services incidental thereto performed by us

Days – means calendar days including all seven (7) days of the week.

Events Beyond Our Control – are unusual and unforeseeable circumstances which we cannot control and the consequences of which we could not have avoided even if we had taken all due care. Including, but not limited to Force Majeure events. What falls within such definition shall be defined by us and only up to our discretion

Excess Baggage – is any additional Baggage which you present for carriage which exceeds the Cabin and/or Hold Baggage allowance permitted under the Fare Type purchased

Fare – is the amount you pay for your seat on our flight(s), this will exclude Taxes and applicable Fees/Charges arising at the time of making your Booking.

Fare Rules –refers to the additional Regulations and Terms and Conditions attached to the Fare Type purchased.

Fare Type –refers to the type of Fare purchased which determines the change and cancellation rules, charges and Hold Baggage Allowance to be applied to your Booking.

Force Majeure - means events beyond the reasonable control of a party including, without limitation, strikes, lock-outs, labor disputes, act of nature, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, accident, breakdown of plant or machinery, fire, flood, storm or the like events.

Hold Baggage refers to check-in baggage which we have taken into our custody and for which we have issued a Baggage Identification Tag or a Baggage Receipt or both and which normally travels in the hold of the aircraft.

Involuntary Fare Refund means a refund of the Fare or Tariff for your Booking according to our Terms and Conditions of Carriage.

Itinerary means a document or documents we, or our Authorized Agent(s) issue whether on paper, by fax, by e-mail, or other means to Customers with a Booking. It stipulates the Customer's name, Flight Information, Booking Reference, receipt for the Tariff paid, Fare Rules and Important Reminders.

No Show – means when you fail to show up for your confirmed flight either at Check in or at the boarding gate.

Point of Origin – means the airport in which your journey as detailed in your Booking will commence

Point of Destination – means the airport in which your journey, as detailed in your Booking, will conclude

Point to Point – means the airline is only responsible for your carriage between your point of origin and your destination

SDR – is a Special Drawing Right as defined by the International Monetary Fund

Significant Change – where applied to the scheduled time of departure means a change of more than twelve (12) hours

Tariff means the total amount payable by a Passenger for a Booking, which will include the published Fare, Taxes, Fees and Charges, and any Additional Fees.

Taxes, Fees and Charges – are additional costs imposed on us by Government and/or other authorities, including the operator of an airport which we are obliged to collect from you or pay on your behalf and in respect of your flight

Validity Period refers to the period for which your Booking is valid

Voluntary Fare Refund is a refund of the Fare or Tariff for your Booking when permitted

Vouchers refers to unique voucher references which may from time to time be offered to Customers and used as a payment method for a Booking under the terms and conditions issued with the Voucher.

Website refers to flynas's website www.flynas.com

Weight Limit for Baggage – is determined by the Fare Type purchased when making your Booking and is specified in our flynas Regulations, subject to change without notice

ARTICLE 2 Applicability

2.1 General

Except as provided in paragraphs 2.2, 2.3, 2.4 and 2.5 these Terms and Conditions of Carriage apply to all flights we operate and any liability we may have in relation to that carriage by air. The Terms and Conditions contained within any Itinerary and Receipt shall form part of these Conditions of Carriage.

2.2 Charters

If carriage is performed pursuant to a Charter Agreement, these Terms and Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise in the Charter Agreement or the Itinerary.

2.3 Code Shares

If carriage is performed pursuant to a Code Share Agreement, these Terms and Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise in the Code Share Agreement or the Itinerary.

2.4 Overriding Law

These Terms and Conditions of Carriage are applicable unless they are inconsistent with any Tariffs or laws which apply to this Contract of Carriage in which event such Tariffs or laws shall apply.

2.5 Conditions Prevail over Regulations

Except as provided in these Terms and Conditions of Carriage, in the event of inconsistency between these Terms and Conditions of Carriage and Our Regulations, these Terms and Conditions of Carriage will apply.

2.6 Validity of Conditions:

If any of the Terms and Conditions of Carriage shall be proven invalid, all the other Terms and Conditions shall remain valid.

ARTICLE 3 Fares

3.1 Fare Rules

Fares apply only for carriage from the Point of Origin to the Point of Destination, unless we state otherwise. Fares do not include Taxes, Fees and Charges or ground transport services between airports and between airports and city terminals. Fares will be calculated in accordance with our Tariff in effect on the date you make your Booking. The Fare will be for travel on the specific dates and flights as agreed when you make your Booking with us or with our Authorized Agent.

If, depending on the Fare Type, you wish to change your Booking, this may increase the Fare and/or may result in application of Additional Fees in accordance with the Fare Rules in flynas Regulations.

3.2 Fare Types

We have several Fare Types available through our public sales channels, subject to availability and conditions, details of such are available in flynas Regulations.

3.3 Infant Fares

Flynas offers Infant fares for children aged from eight (8) days to under two (2) years. Date of birth must be provided at time of booking which will be verified upon check-in, failing which the fare difference will be charged accordingly. Infant Fares vary depending on the sector booked and can be found in flynas Regulations. Infant fares exclude airport tax and insurance surcharge (if any). For further information on the definition and requirements of infants, please refer to Article 10.3

3.4 Child Fares

flynas offers child fares for all children age from two (2) to eleven (11) years old (inclusive) at time of travelling. Child Fare is applicable for domestic and international flights excluding flights between: (Riyadh-Dammam, Riyadh-Abha, Riyadh-Najran, Riyadh-Tabuk, Jeddah-Abha) within the flynas network. Booking of a child fare is available on all flynas sales channels including flynas.com, flynas call center & retail outlets and local travel agents. Child Fares are only available if the Child is travelling with an adult and both must purchase the same Fare Type.

Date of birth must be provided at time of booking, which shall be verified (passport, identification card or birth certificate) upon check in, failing which fare difference will be charged accordingly.

flynas standard Terms and Conditions of Carriage apply

ARTICLE 4 Taxes, Fees and Charges

4.1 Taxes, Fees and Charges imposed by Governments, authorities, airports

You must pay any Taxes, Fees and Charges imposed by Government and/or other authorities, including the operator of an airport for which we are obliged to collect from you or pay on your behalf and in respect of your flight. When you purchase your Booking, we may inform you about any Taxes, Fees and Charges not included in the Fare and these will normally be shown separately on the Itinerary. Taxes, Fees and Charges change constantly and can be imposed or altered after the date we have confirmed your Booking and we shall claim the same from you. Similarly, if any Taxes, Fees or Charges you pay to us when we confirm your Booking are then abolished or reduced, you will be entitled to claim a refund from us for the difference you have paid. If you do not use your Booking, you will be entitled to claim a refund of any Taxes, Fees and Charges which you have paid, less a service charge, which may be equivalent to the Fare paid, at our discretion.

4.2 Additional Fees and Charges

We reserve the right to charge a reasonable Administrative Fee deemed necessary by the airline and/or Administration Charge for any additional services, not included in the price of the Fare, including but not limited to requests for duplicate receipts, costs to cover some methods of payment, costs to cover some methods of Booking and Booking confirmation, costs to cover the administration of changing the date and/or time within, or canceling a Booking and storing the amount in a credit shell for your use at a later date. All such Additional amounts will be advised to you at the time of Booking and are subject to change. Please refer to flynas Regulations for full details.

ARTICLE 5 Currency, Method and Time limits for Payment

5.1 Currency of Payment

Our standard currency is Saudi Riyals (SAR), but you may choose to pay the Fare and any Taxes, Fees and Charges for bookings made via flynas.com website in Saudi Riyals, US Dollars or Euros.

5.2 Method of Payment

Payment methods will vary depending on the country and channel through which you make your Booking. You may pay via our Website or through our flynas Call Centre by SADAD, Voucher or credit card. Restrictions may apply at the time of booking for some countries, currencies and booking channels. Additional Fees may be applied for each of the payment methods at our discretion. For Bookings made using

a credit card, please see our Check-in Process for identification and security measures specified in Article 12.3.

5.3 Time Limits for Payment

Fares plus all Taxes, Fees and other charges must be paid in full before a Booking is confirmed. If at the time of making the Booking, such sums have not been paid in full or your credit card is declined we shall have the right to cancel the Booking at any time without the least liability and without need to inform you.

ARTICLE 6 Bookings, Flight Schedule, Connecting Flights

6.1 Bookings

6.1.1 General

The Booking, these Terms and Conditions of Carriage and flynas Regulations (including applicable Tariffs) together constitute the terms and conditions of the Contract of Carriage between you and us. These Terms and Conditions of Carriage and flynas Regulations are accessible in full on our Website. We will only provide carriage to the Customer(s) named in the Booking for the date and flight specified and paid for in the Booking. You will be required to produce positive photographic identification identifying you as the Customer named on the Booking along with valid travel documentation in the form of passport and any visa or other documentation required to satisfy the relevant authorities for the journey you are undertaking and Carriage is subject to our Terms and Conditions of Carriage and local laws.

6.1.2 Validity

Unless it is stated differently on the Booking, in these Terms and Conditions of Carriage, or in any Tariffs which apply, a Booking is valid one (1) year from the date of issue. If before or after beginning your journey any of the Customers detailed on the Booking falls ill or dies, and you have supplied us with a copy of the medical and/or death certificate, we may agree to change your Booking. An Administration Fee will be applied, unless waived at our discretion. All our Fares are non-refundable and some of our Fare Types cannot be changed or cancelled. We would strongly recommend that you choose the Fare that best suits you and that you ensure you have an appropriate level of insurance to cover instances where you are unable to use your Booking.

6.1.3 Booking Confirmation

We will record your Booking in our Reservation system. In the case of a Booking made via our Call Centre we, or our Authorized Agents will issue you with your Booking Reference verbally and if requested will send you an Itinerary by Email, SMS and other Messaging Platform. In the case of Bookings through our Website and Mobile Application, the Booking Reference will be displayed along with the flight confirmation details on the screen upon completion of the Booking, if you have entered a valid Email address and mobile number you will also be issued with an Itinerary and Important Reminders. Your Booking is confirmed when we receive payment in full and you receive a Booking Reference.

As we are a ticket less airline, you should print a copy of your confirmed Booking for your records as you will be required to quote the Booking Reference at the time of check-in. When making a Booking, you must provide your contact details including mobile number and email address so that we are able, should the need arise, to inform you of the status of your Booking and flight details.

6.2 Flight Schedule

Flight schedules and routes are correct at the time of publication. flynas reserves the right to revise any part of the Terms and Conditions, Fares and flight schedules without notice. flynas will make all reasonable efforts to provide you the mode of transport or services in the Booking. In certain circumstances beyond its control, flynas may, without notice, substitute other means of transport or service and flynas will not be liable for any losses which you may incur as a result of any such substitution. In addition you acknowledge that flynas operates a number of different aircraft types with unique equipment, interior layout and service offerings and flynas cannot guarantee that you will travel on a particular aircraft type or be able to utilize all the in-flight services shown on flynas's Website.

You acknowledge that flynas may need to adjust or delay and reschedule flights or services due to landing restrictions, airport loading restrictions, unsuitable weather conditions, technical problems, operational reasons, or any event beyond flynas's reasonable control and scheduled flight times or destinations are not guaranteed. To the extent permitted by applicable laws, flynas will in no circumstances be liable for any consequential losses which you may incur as a result of any such delayed or rescheduled flight or service.

If you are landed at a destination other than that specified in the Booking, flynas will make all reasonable efforts to transport you to the specified destination but undertakes no obligation to you as to time or means of transport.

6.3 Connecting Flights

flynas may offer two or more flight sectors for sale as a scheduled connection ("Connecting Flight"). Any Bookings made in respect to the Connecting Flight shall be required to be booked in advance and two or more sectors shall be confirmed in the same Booking Reference and will be identified as Connecting Flights.

flynas does not provide any guarantee that any two or more single flight sectors, which are not offered for sale as Connecting Flights, will connect, even though you may book such single sector flights with the intention of these sectors connecting. Subject to the provisions of these Terms and Conditions of Carriage and any applicable laws, flynas is not liable in any way for or in connection with any loss which you may incur as a result of such single sector flights failing to connect.

It is your responsibility to comply with local Custom, Immigration (including Hajj and Umrah restrictions) and Quarantine regulations, in the Point of Transit as well as the Point of Destination. Please refer to our Website for more information on Domestic and International connection procedures.

Other than for Connecting Flights or Code Share flights, in no circumstances does flynas offer, provide or guarantee connections between the flights it offers and the flights of another carrier or any other form of transport, and subject to the provisions of these Terms and Conditions of Carriage and any applicable laws, flynas is not liable in any way for or in connection with any loss which you may incur as a result of any such flight failing to connect with the flight of another carrier or another form of transport.

6.3.1 Connecting Flights on Outbound Journey (Domestic KSA flight to International Connecting Flight)

In cases where Customers undertake to travel on a Connecting Flight, at the time of Check-in, the Hold Baggage of such Customers will be checked through to Point of Destination.

The Customer will be provided with two (2) boarding cards, i.e. one for the flight taken from the Point of Origin to the Point of Transit and the other for the Point of Transit to the Point of Destination.

Upon arrival at the Point of Transit, Customers must proceed through the domestic arrivals area and go to the international terminal to pass through the required immigration formalities.

Whilst two boarding cards are issued at the Point of Origin and the Customer will not be required to Check-In for their Connecting Flight, standard Terms and Conditions will apply with regards to attendance at the Boarding Gate (see Clause 13 for further details).

Customers are to take note of the different arrival and departure terminals for domestic and international flights at Riyadh airport. All flynas domestic flights arrive/depart at Terminal 5 and all international arrive/depart at Terminal 2 of King Khalid International Airport, Riyadh.

6.3.2 Connecting Flights on Inbound Journey (International flight to Domestic Connecting Flight)

In accordance with the Customs regulations of Saudi Arabia, all international arriving Customers must clear customs, immigration and quarantine formalities, together with their Hold and Cabin Baggage, at their first point of entry to Saudi Arabia.

As such, all Hold Baggage for Connecting Flights on inbound international sectors to Saudi Arabia except Riyadh airport will not be checked through to Point of Destination from the Point of Origin. Customers are required to proceed through the immigration hall on arrival in Saudi Arabia and collect their Hold Baggage before proceeding to the domestic terminal to check-in for their Connecting Flight to their final destination.

Passengers arriving from International Destination to Riyadh Airport and having onward connections to Domestic Station within Saudi Arabia are not required to collect their Hold Checked-In Baggage however they must agree to the below declaration:

“I acknowledge that I shall not carry any prohibited or restricted materials inside my belongings (suitcase, luggage, etc.) without declaring them, and I bear full responsibility in case Saudi Customs find or discover any prohibited or restricted material inside my luggage. Saudi Customs has the right (in case if suspicion) to remove the locks of these luggage, in case if I am not present the representative company represents me during the removal process of the locks. I understand that in case an item requiring declare in the Customs at my first station of declaration is found I shall arrival to Saudi Arabia”

Customers are to take note of the different arrival and departure terminals for domestic and international flights at Riyadh airport. All flynas domestic flights arrive/depart at Terminal 5 and all international arrive/depart at Terminal 2 of King Khalid International Airport, Riyadh.

flynas are unable to issue two boarding cards for inbound Connecting Flights to Saudi Arabia, therefore Customers are required to Check-In for their domestic Connecting Flight before proceeding to the Boarding Gate. Customers on Connecting Flights are permitted to check-in for their domestic flight up to six (6) hours prior to the schedule departure time. Standard Terms and Conditions will apply with regards to attendance at the Boarding Gate (see Clause 13 for further details).

6.3.3 Connecting Flight Delays or Cancellations

Should a delay or cancellation of a sector operated as part of a Connecting Flight occur, the following shall apply;

a) If a delay or cancellation of the Connecting Sector occurs at the Point of Origin, which leads to the possibility of a missed connection at the Point of Transit, the Customer shall have the right to choose a refund through Credit Shell for future travel on flynas, valid for one (1) year, or to re-book on the next available flight, subject to availability, at no additional cost to the Customer.

b) If a cancellation of the Connecting Flight occurs at the Point of Transit, flynas will, at its discretion, and subject to availability, offer the Customer the option to travel on another date, or on an alternative carrier. Standard Terms and Conditions as set out in Article 16 of these Terms and Conditions will be applied.

Once an option is selected and agreed by the Customer flynas will have no further liability in any way whatsoever, save as set out in these Terms and Conditions.

6.3.4 Connecting Flights for Customers travelling on a Final Exit Visa

We will permit Customers who are travelling on a final exit visa to book Connecting Flights subject to the following:

a) Male Customers holding a final exit visa departing from Saudi Arabia on a Connecting Flight will travel as normal, however, it is the sole responsibility of the respective sponsor to ensure their departure from Saudi Arabia.

b) Female Customers holding a final exit visa departing from Saudi Arabia will have their passports and any other travel documentation handed to the flynas crew on their first domestic sector. On arrival at the Point of Transit, these passports will be given to the flynas staff who may escort these Female Customers to the immigration area in the international departure terminal.

Under no circumstances shall flynas be responsible for any Customer travelling on a final exit visa who missed their Connecting Flight to their final destination. This is the sole responsibility of the respective sponsor

ARTICLE 7 Hajj and Umrah Bookings

7.1 Hajj Travel and Visa Restrictions

As specified by the Government of The Kingdom of Saudi Arabia, travelers with Hajj or Umrah visas must disembark in Jeddah or Madinah only.

During the Hajj period, Muslim travelers with Visit visa/Umrah visa will not be allowed to enter Jeddah or Madinah. The last day for the arrival of the Hajj Pilgrims by Air Transport and the commencement of the departure phase is also specified by the Government.

You are required to comply with all customs, immigration, visa and health certification, please read Articles 12 and 18. For more information on the visa restrictions and effective dates, please contact your local Saudi Embassy or Consular office.

7.2 Baggage Policy for Hajj

A maximum of two (2) pieces per Hajji will be permitted as Hold baggage. The maximum weight of each Hold bag is 32 kg, however if this takes you over your Hold Baggage allowance specified by your Fare Type, you shall be required to pay Excess Baggage charges. Please read through flynas Regulations for details on Hold Baggage allowance and Excess Baggage charges and conditions listed in Article 9.5.

7.3 Zam Zam Water

A maximum of 5 litres of Zam Zam water per Customer is permitted, if this takes you over your Hold Baggage allowance specified by your Fare Type, you shall be required to pay Excess Baggage charges. Zam Zam water should be safe wrapped and sealed properly to avoid any leakage.

7.4 Hajj Check In

All Hajjis must arrive for check in 6 hours prior to their scheduled flight departure.

ARTICLE 8 Booking - Grace Period, Changes, Cancellation and Credit Shell

8.1 Grace Period for Bookings

Only direct bookings made via flynas.com website and the Call Centre benefit from a Grace Period, which entitles the customer to make changes to their booking in the 2 hour after payment is confirmed for no fee through the call center or our agents only. These changes are subject to conditions specified in flynas Regulations.

During the Grace Period, you may change your Booking subject to flight availability without penalty. Any service charge payable to process your original and new Bookings and any Fare difference when rebooking will be charged accordingly.

8.2 Changes, Cancellations

The Fare you have paid is valid only for the named Customer(s), from the Point(s) of Origin to the Point of Destination(s) and on the date(s) and flight(s) reflected by the Booking(s).

Your Booking is nonrefundable however, your options regarding changing and/or cancelling your booking will depend on the Fare Type purchased and applicable Fare Rules. You must call us to cancel or change your booking at least 4 hours prior to the scheduled flight departure time. Changes, if acceptable to us, are authorized to be made only by the Customer(s) named in the Booking(s) and/or the person(s) who made the original Booking(s).

Any applicable Change and/or Cancellation Fees and any due additional Fare, in accordance with our Regulations and Tariffs will be calculated and communicated to you with the option of accepting the new charges or maintaining your original Booking(s). If the rebooked Fare is less than the original Booking, the difference in Fare will not be refunded nor held in any type of credit. Detailed flynas Regulations relating to Fares and Changes and/or Cancellations to Bookings are available on our Website. Nothing herein shall be construed as an undertaking or even a promise from our end to accept request(s) of change(s) to Booking(s) nor shall our inability to do so be valid grounds for requesting refund(s).

8.3 Using your Credit Shell

Credit shell to only apply on direct bookings made via flynas.com or flynas call centre. Your Credit Shell is valid for a period of twelve (12) months only from the date you cancel your flight. Your Credit Shell may be used as full or part payment towards a new Booking on flynas flights only and can be used to pay any part of the Tariff applicable for the new Booking.

To use your Credit Shell, please call our Call Centre at least twenty four (24) hours prior to your intended travel date. You will be asked security questions by our Call Centre staff to verify your identity and eligibility to use the Credit Shell. Credit Shell payments cannot be processed through other sales channels.

You may use your Credit Shell balance for yourself or your parents, children, spouse, brothers, and sisters.

For more information, please contact our Call Center at 920001234

ARTICLE 9 Baggage

9.1 Baggage Allowance

You must not include in your Baggage, items which do not constitute Baggage as defined in the ICAO and IATA regulations, the Convention, Government rules and regulations and terms listed in Article 9.7. 9.8, 9.9, 9.10, 9.11, 9.12, 9.13, 9.14, 9.15, 9.16 without limitation and that are deemed as unacceptable for carriage.

You may carry some of your Baggage free of charge and this is termed as your Baggage Allowance, your Baggage Allowance is subject to the conditions and limitations contained in flynas Regulations and these Terms and Conditions of Carriage.

9.2 Cabin Baggage

We have set a maximum dimension of 56cm H, 36cm W, 23cm D and weight of 7 kg for your Cabin Baggage Allowance plus a small laptop case or handbag. This must fit in an enclosed storage compartment in the cabin of the aircraft. If your Cabin Baggage exceeds the maximum dimensions or weights or does not fit under the seat in front of you or in an enclosed storage compartment or if we decide it is not safe, you must check it in as Hold Baggage and should this take you over your Baggage Allowance you shall be required to pay Excess Baggage charges. Please refer to flynas Regulations for further details.

You may also carry small laptop case or handbag which must fit under the seat in front of you.

Items listed in Article 9, without limitation, and that are deemed as unacceptable for carriage in Cabin Baggage must be removed and packed securely in your Hold Baggage.

9.3 Hold Baggage

For the economy class traveler the baggage allowance will be based on the selected product bundle and route. For Kano, Algiers, Baghdad, and Erbil flights passengers are entitle for 30kg baggage allowance. An additional bag can be purchased online prior to travel or at the departure.

The maximum weight for each Hold Baggage is thirty two (32) kg however if this takes you over your Hold Baggage Allowance specified by your Fare Type, and if we decide to accept your Excess Baggage, you shall be required to pay Excess Baggage charges. Please note when purchasing excess luggage that international safety standards restrict flynas from accepting any single item of Hold Baggage over 32kg in weight.

On all flynas routes, flynas Premium Class Customers may check-in 2 bags with maximum dimensions of 75cm H, 50cm W, 33cm D and a total weight of 40kg. An additional bag can be purchased online prior to travel or at the departure. The maximum weight for each Hold Baggage is thirty two (32) kg however if this takes you over your Hold Baggage Allowance specified by your Fare Type, and if we decide to accept your Excess Baggage, you shall be required to pay Excess Baggage charges.

Hold Baggage is accepted at check in on the specified day of travel upon presenting a valid Booking and must bear your name or other personal identification securely affixed to it. When you check in your Hold Baggage, you will be given a Baggage Identification Tag for each piece.

We will carry your Hold Baggage, whenever possible, on the same aircraft with you, unless we decide for safety, security or operational reasons to transport the same by other means. If we accept your Hold Baggage but do not carry your Hold Baggage on the same aircraft with you, we will exert our best efforts to make it available to you for collection at the destination airport at a later shortest reasonable time.

Items specified in Article 9, without limitation, and that are deemed as unacceptable for carriage must not be included in your Hold Baggage. Unaccompanied baggage is not accepted on flynas.

9.4 Collection and Delivery of Hold Baggage

You must collect your Hold Baggage as soon as we have made it available at your place of destination. If you do not collect it within a reasonable time, we may charge you a storage fee. If you do not claim your Hold Baggage within three (3) months from the date we make it available, we may dispose of same without any or the least liability on us.

Only the person with the Baggage Identification Tag or the Baggage Receipt, if one has been issued, is entitled to request and obtain delivery of the Hold Baggage.

If a person claiming a piece of Hold Baggage cannot produce the Baggage Identification Tag or the Baggage Receipt, if one has been issued, we will deliver the Baggage to such person only on condition that they can establish to our satisfaction that the Baggage is theirs and if required by us, such person shall provide us with adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.

If the person with a Baggage Receipt or a Baggage Identification Tag receives Hold Baggage without complaint, this will be sufficient evidence that the Hold Baggage has been delivered in good condition and according to the Contract of Carriage, unless you prove otherwise.

9.5 Excess Baggage

The acceptance and carriage of Excess Baggage shall be up to our sole discretion and cannot be guaranteed, as detailed in Article 9.3.

You will be required to pay a charge for the carriage of Excess Baggage over your Baggage Allowance. You may choose to pay for Excess Baggage at Check-in or pre-book and pay for your Excess Baggage at least Four (6) hours prior to your flight departure. Book and Pre-pay Excess Baggage may be purchased at a discounted rate, subject to availability through all flynas sales channels. Pre-payment of Excess Baggage charges does not guarantee carriage.

All your Baggage must be weighed and tagged to your Point of Destination at check-in. Should you have Excess Baggage, any difference in weight at check-in when compared to the Excess Baggage charge pre-paid by you will be charged at Check-in counter rates. Should flynas cancel a flight, you will receive a Credit Shell for the amount paid by you for pre-paid Excess Baggage, without penalty.

For bookings, Changes or Cancellations to purchasing and Pre-Paying for Excess Baggage can be made via our Website or through our Call Centre up to Four (6) hours prior to departure, service fees may apply. Should flynas cancel a flight, you will receive a Credit Shell for the amount paid by you for Book and Pre-Pay excess baggage, without penalty.

Details of the applicable Excess Baggage charges at Check-in and Book and Pre-Pay Excess Baggage option are available in flynas Regulations.

9.6 Right to Refuse Baggage

We retain the right to refuse to carry as Baggage such unacceptable items described in Article 9 in addition to the right to jettison and produce them as evidence in proceedings or inquiries any such items upon discovery without any or the least liability.

We retain the right to refuse to carry as Baggage any item due to its size, shape, weight, nature or character. We retain the right to refuse to accept Baggage for carriage if we reasonably believe that it is not properly and securely packed in suitable containers to ensure safe carriage with ordinary handling care.

9.7 Right to Search Baggage

For reasons of safety and security we will search and screen you and search, screen or x-ray your Baggage. We will always endeavor to search, screen or x-ray your Baggage in your presence. However, if you are not present, we retain the right to search your Baggage in your absence. If you do not allow us or hinder us or object to our carrying out the necessary safety and security searches, screening and x-rays, we shall refuse to carry you and/or your Baggage. If the search or screening cause damage to you, or the search, screening or x-ray cause damage to your Baggage, we will not be liable for the same unless it was due to gross negligence.

9.8 LAG's (Liquid, Aerosols and Gels)

You are restricted to 100ml of each Liquid, Aerosol and Gel to be carried in a transparent re-sealable plastic bag whose maximum capacity is 500ml in your Cabin Baggage. This excludes medicines and infant food.

9.9 Zam Zam Water

A maximum of 5 liters of Zam Zam water per Customer is permitted, if this takes you over your Hold Baggage allowance specified by your Fare Type, you shall be required to pay Excess Baggage charges. Zam Zam water should be safe wrapped and sealed properly to avoid any leakage.

9.10 Declaration of Cash and Precious Metals

Each traveler either leaving or entering the Kingdom of Saudi Arabia must declare to customs officials any cash or precious metals which exceed a value of sixty thousand Saudi Riyal (SAR60,000) or its equivalent in other foreign currencies. Disclosure forms, procedures and all other information can be found on the website: www.customs.gov.sa

9.11 Non Standard Items of Baggage

Non standard/oversized items of Baggage such as Golf Clubs and Skis may be accepted for carriage as Hold Baggage, subject to Article 9.6. If accepted, any item over our 158CM (H+W+D) will be subject to a handling fee of SAR100 per piece.

9.12 Fragile, Perishable and Valuable Items

You must not include in your Hold Baggage fragile or perishable items or items of special value such as but not limited to:

- Cash, credit cards, money in other forms, share certificates, bonds or other valuable documents
- Jewellery; precious metals; antiques, expensive perfumes, cosmetics or similar valuable items
- Passports and other identification documents
- Electrical or electronic components e.g. computers, cameras, mobile phones, projectors
- Fragile, delicate or brittle items e.g. watches, glassware, sports equipment, musical instruments
- Car or house keys,
- Medication
- Perishable or frozen items e.g. seafood, meat, fruit
- Any item of insufficient packaging which will not withstand the normal effects of air carriage

We shall not be held responsible for loss of or damage to such items if included in your baggage.

9.13 Prohibited Items

You must not carry the following in your Baggage (whether as Hold Baggage or Cabin Baggage):

- Carriage of those items prohibited by the law of either Point of Origin or Point of Destination.
- Items you are forbidden from carrying by our Terms and Conditions.
- Any item likely to put the aircraft or people or property on board the aircraft in danger. These include the items shown in the “International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air” and the “International Air Transport Association (IATA) Dangerous Goods Regulations”.
- Items which we reasonably consider unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or nature. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used.

If we note that you are carrying prohibited items, we will refuse to carry them.

9.14 Dangerous Items

You must not take or permit to be taken onto the aircraft any dangerous or potentially dangerous goods in your Hold or Cabin Baggage.

You must remove from your baggage any item whose presence there may affect the safety and security of the aircraft or any person onboard.

You may not take dangerous goods, weapons, firearms, prohibited, restricted items, animals, human remains or other unacceptable items on our aircraft.

9.14.1 Dangerous Goods

These are items that MUST NOT be carried on a flynas aircraft. They MUST NEVER be a part of your Baggage. Such items include but are not limited to:

- Compressed gases (deeply refrigerated, flammable, non-flammable and poisonous)
- Explosives (munitions, fireworks, pyrotechnic devices and flares)
- Corrosives (acids, alkalis, mercury and wet cell batteries)
- Radio-active material
- Flammable liquids and solids (lighter fuel, matches of any kind, paints, thinners, fire-lighters or items which are easily ignited)
- Poisons (toxic substances, weed-killer and insecticides).
- Oxidizing materials (organic peroxides and bleaching powder)
- Disabling devices (mace or pepper spray)
- Infectious substances (virus culture, bacterial strains)
- Weapons, firearms
- Dead animal matter
- Other items which are irritating or offensive materials or magnetized materials

This is not an exhaustive list and is subject to change at any time, if you are in any doubt about what you can carry on board an aircraft please contact our Customer Service Unit or Call Centre. We shall take whatever action we deem appropriate or reasonable in the circumstances, including disposing of the item without notifying you. We shall also offload you or deny you boarding or cancel your booking and refuse to carry you or hand you over to the appropriate authorities if you try to conceal or hide these items in your baggage or if you insist on having such items among your baggage.

9.14.2 Weapons

The carriage of weapons onboard our aircrafts is not permitted. Items which must not be carried on board in either Hold or Cabin Baggage:

- Guns
- Toy or Replica Guns (plastic or metal)
- Darts
- Billiard, Snooker or Pool Cues
- Catapults
- Laser pens
- Personal Attack Alarms
- Tradesmen’s Tools
- Knives with Blades of any length
- Household Cutlery
- Razor Blades
- Paper Knives, box cutters
- Sporting Bats
- Hypodermic Syringes (unless supported by medical evidence)
- Knitting Needles
- Scissors
- Swords, Archery Bows and Arrows or similar
- Self Heating Drinks or Food
- Any and all other items which in our reasonable opinion and sole discretion may be used to or may endanger the aircraft or any of the passengers or crew

9.15 Restricted Articles

There are some restricted articles which can be carried, with prior permission, in Hold Baggage in limited quantities but only with certain special precautions, amongst these are: Wet Cell Batteries, Catalytic Hair Stylers, Small Oxygen and Carbon Dioxide Cylinders, Dry Ice and Cooking Oil. However, you must obtain our approval in advance of the flight date that we shall be able to accept such items on the flight on which you are booked to travel. Please contact our Customer Service Unit or Call Centre for more information.

9.16 Carriage of Animals

We do not accept birds, reptiles, fish or animals for carriage in the hold or onboard.

9.17 Carriage of Corpses and Human Remains

We do not accept human remains for carriage.

9.18 Tobacco Limits on Flight to Saudi Arabia

There are limits to the quantities of tobacco products that passengers can bring for personal use. Passengers may import tobacco products only in quantities not more than 200 cigarettes and 500 grams of other types of tobacco.

9. 19 Items Removed from Baggage by Security Personnel or other Official Authority

We are not responsible for, nor have any liability in respect of, items removed from your Baggage by airport security personnel or other official authority, whether or not any such items are subsequently retained or destroyed, or are passed to us.

9. 20 flynas Cargo Service

You may transport your baggage using our Cargo Service. This service is most useful on flights that have a restricted baggage weight or a seasonal embargo on excess baggage, please refer to http://www.flynas.com/en/plan-my-trip-en/cargo for details. Please contact our Cargo Services in advance of your travel for information and/or to make arrangements for transporting your baggage via cargo.

ARTICLE 10 Carriage of Special Needs Guests

10.1 Guests Requiring Special Assistance

If you are a person with Special Needs who has recently undergone surgery or receiving medical treatment; whose mobility is reduced due to physical incapacitation whether this is sensory or locomotory, intellectual deficiency, age, illness or any other cause of disability; you will require prior approval from us at the time of your booking, to travel on flynas, along with a valid Doctor’s certificate stating the nature of your illness and declaring you “fit to fly” on the dates of your Booking. You may need the presence of a Care Assistant who shall comply with the same obligations as all our Guests on flynas. Your medical certificate must be presented at the time you Check-in for your flight. In cases where the report does not explicitly permit transportation, flynas shall have the right to either refuse carriage without any liability on the part of flynas or carry you on the condition that the you shall be liable for any damages or deterioration in your health status as a result of such transportation in which case a written admission of this acceptance shall be signed by you.

Should you need to arrange for Special Assistance, please contact our Call Centre to make a request at least twenty four (24) hours prior to the date of travel. We will make every effort to provide you with your request however the Special Assistance service is subject to airport facility availability.

For safety reasons we restrict the number of wheelchair guests on each flight. Your Itinerary will include this request once your Booking is confirmed. Some airports outside of the Kingdom of Saudi Arabia may charge an Additional Fee for wheelchair use and this must be paid in full by you. Folding wheelchairs will be carried free of charge and in addition to the free Baggage allowance permitted under your Fare Type. Please note that non-folding and/or electrical wheelchairs shall not be carried.

10.2 Expectant Mothers

We will accept you for travel if you are an Expectant Mother of up to and including 32 weeks of pregnancy, without a medical certificate. If traveling between 33 until end of 35 weeks inclusive of your pregnancy, a valid Medical Certificate or MEDIF dated not less than seven (7) days before the date of departure shall be required stating the number of weeks of pregnancy and confirming that the Expectant Mother is “fit to fly”. We regret not to accept certificates from registered midwives. We do not accept any liability for any complication or medical event associated with the pregnancy arising from travel on our aircraft. We shall not accept you for travel if you are an Expectant Mother of over week 35 of pregnancy. We shall not accept Expectant Mothers if arrangements to carry them have not been requested and agreed to before the Booking is confirmed.

10.3 Infants

Infants are defined as being children from eight (8) days to under the age of two (2) years on the date of travel and may travel on payment of an Infant Fare per sector providing they are seated on the lap of the adult accompanying them and secured by means of an Infant Seat Belt provided by our crew. An adult is defined as being fifteen (15) years and above on the date of travel. Not more than one infant may be seated on the lap of each adult. Infants under the age of eight (8) days shall not be accepted for travel.

Infants of six (6) months up to two (2) years may occupy a certified car - type safety seat. This Infant car seat will be affixed to a separate seat which must be purchased at the applicable Tariff. Please supply your own baby food. Children of age two (2) years and over must occupy their own seat for which they must pay the applicable Tariff. Please refer to Article 3.3 and flynas Regulations for Infant Fares.

10.4 Unaccompanied Minors

We shall not accept children aged less than twelve (12) years to travel unaccompanied. Children under the age of twelve (12) years may travel only if they are accompanied by a person of fifteen (15) years of age or over and who will take responsibility for the minor as their parent, legal guardian or companion.

10.5 Young Passengers Travelling Alone

We shall accept children aged between twelve (12) – fifteen (15) years to travel unaccompanied provided the parent or guardian three (3) hard copy of travel consent (click here to download), and sign it at check-in counter. The parent or guardian is advised to remain at the airport until the flight departs.

ARTICLE 11 Seat Selection

When making your Booking, you will be offered the option to select your preferred seat number as an additional service, an Additional Fee may be levied for specified seats. Any seat numbers selected, and if relevant, paid for, will be noted in your Itinerary issued when the Booking is confirmed. You are required to check-in on time and follow flynas check-in regulations. We reserve the right to change your seat at any time for operational, safety or security reasons, even after you have boarded the aircraft.

Emergency exit seats are marked on the seat map. You are not eligible to be seated at these seats if you are pregnant, elderly, ill or incapacitated, have special needs, are an infant or child (aged under 15) or would not be able to assist in the event of an emergency. If these conditions are in breach, we reserve the right to change your seat at any time to another seat on our aircraft and no refund will be given after you have boarded the aircraft.

If for reasons other than safety, security or operational, the seat selected and paid for in advance by you is not available, flynas will endeavor to seat you in an equivalent seat value. In the event of non availability of comparable seating, a Credit Shell will be given equal to the Additional Fee charged.

Seat Selection is available through all flynas sales channels, subject to availability. Payment methods will vary depending on the sales channel and whether the seat request is received at time of booking or at a later date or time. In the event that you change your Booking, you may rebook your seat subject to availability and after deduction of the applicable Additional Fee per seat, if any. In the event you cancel your Booking within your Fare Rules and store it in a Credit Shell, the Additional Fee will be transferred to the Credit Shell after deduction of the applicable service charge per seat. All bookings are subject to availability. For more details on flynas Additional Fees and policies, please refer to flynas Regulations. All available seats not pre-selected by other customers will be available at check-in.

You are required to check-in on time and follow flynas check-in Terms and Conditions of Carriage even if you have a confirmed seat selection.

ARTICLE 12 Pre-paid Catering

When making your Booking, you may be offered the option to pre-order and pay for selected snacks as an additional service on payment of an Additional Fee. Any pre-paid catering will be noted in your Itinerary issued when your Booking is confirmed.

Any pre-paid catering included in your Booking will be noted on your boarding pass and delivered to the seat number as detailed on your boarding pass. If, for any reason, you do not take the seat number specified on your boarding pass you must inform our flight attendants to ensure your pre-paid catering is delivered as ordered.

We will make every endeavour to deliver the pre-paid catering items offered at the time you make your Booking, but we reserve the right to offer alternative items of an equal or higher value and shall have no further liability to you. If we fail to deliver your pre-paid catering to you during your flight please contact our Customer Service Unit who will arrange for the Additional Fee charged to be placed in a Credit Shell for your future use.

If you change the date and/or route of your travel within your Fare Rules your pre-paid catering request will be transferred to your new flight date/time, however, pre-paid catering items which have been paid for and included in your Itinerary may not be changed or cancelled within twenty four (12) hours of your scheduled departure time.

If the passenger purchased a bundle including a meal, the meal will be served unless the booking was confirmed less than 12 hours prior to departure. For booking confirmed less than 12 hours prior to departure, the meal will not be guaranteed.

ARTICLE 13 Check-in and Boarding

13.1 Check-in Times

You must check-in by the Check-In Time as advised by us or our Authorized Agent(s) or Website when you have made your Booking. Check-in Times vary, please find out the Check-In Times for your flight(s) and ascertain them before you travel to the airport. Check in counters open three (3) hours prior to departure and close one hour (60 minutes) prior to departure. If you fail to show (No Show) or fall short of completing the check-in process by the Check-In Time your Booking will be cancelled and you will be refused carriage. Such cancellation shall be deemed as No Show and shall not be considered as Denied Boarding, no refund(s) will be allowed. By completing the check-in process we mean that you have received your boarding pass for your flight and are ready at the boarding gate before closure.

13.2 Check-in Time for Groups, Special Assistance

If you are traveling in a Group or have requested Assistance you should check-in at the time advised by us or our Authorized Agent(s). Groups are expected to check in at a minimum of four (4) hours before International flights and three (3) hours before Domestic flights scheduled departure to ensure the check-in process is completed on time.

13.3 Identification

You must present yourself at check-in with your Booking Reference and a current photographic ID which is: for international flights a valid passport; for GCC (Gulf Cooperation Council) flights a valid passport or GCC National Identity card; for domestic flights a valid passport, GCC national Identity Card or KSA Iqama, together with any other travel documentation required for the journey you are undertaking.

13.4 Credit Card Payment Identification

If you have paid with a credit card, you must, for security reasons, provide the credit card used at the time of booking when you check-in. If the credit card holder is not the Customer travelling, a photocopy of the front of the credit card and a copy of the card holder's passport/iqama is required as proof of purchase. If the card or copy of the card cannot be produced, your Booking will be cancelled and you will be refused carriage without recourse to a refund.

13.5 Valid Documents

It is your responsibility to ensure that you have the necessary valid documentation, including visas and health certification, to meet the immigration requirements of your destination. We reserve the right to refuse carriage to you if your documents do not appear to be in order or are unsatisfactory. Should this happen we will not make any refund or provide any alternative flight. We would also draw your attention to Administrative Formalities in Article 19.*

13.6 Boarding Gate Deadlines

You must be present at the boarding gate not later than the time we specify to you when you check in or at least thirty (30) minutes prior to departure. We may decide not to carry you if you are not ready to board the aircraft at the boarding gate by the specified time. We will not be liable to you for any loss or expense, nor shall you be entitled to any refund, compensation or Credit Shell if you do not meet Check-in and/or Boarding Deadlines.

13.7 Denied Boarding

If we are unable to accommodate you on board a flight for which you have a confirmed Booking with a valid Booking Reference, for which you have presented for check-in within the specified minimum check-in time; you shall be entitled to receive an Involuntary Fare Refund as per Article 17 of our Terms and Conditions of Carriage.

13.8 Connecting Flights and Transfer Baggage

If you have booked a flynas connecting flight, you must contact our Ground staff for assistance and may need to recheck-in with your Baggage for each portion of your journey. Please read about Connecting Flights in Article 6.3 and flynas Regulations for more information on Domestic and International connection procedures.

13.9 Web Check in

Web check in is available from forty eight (48) hours and until one hour (1) prior to the scheduled departure for domestic flights, and from forty eight (48) hours and until two (2) hours prior to the scheduled departure of international flights.

Web check in is available in all airports within Saudi Arabia and in Kuwait, Dubai, Amman, and Istanbul international Airports.

You may check in through our website, select your preferred seat, paying the Additional Fee if applicable, and choose to receive your boarding pass on your smartphone or to print out your web boarding pass.

At the airport, you must clear customs and immigration formalities and proceed to the boarding gate no later than forty five (45) minutes prior to the scheduled departure of your flight. At the boarding gate, you must present your valid travel documentation to our staff for a validity and identity check along with your web boarding pass printout or smartphone boarding pass. The name on your web boarding pass must be identical to the name on your passport (for International flights) and your National Identity card (for Domestic flights). After authentication, our staff will exchange your web boarding pass for the boarding card of your flight.

It is your responsibility, as listed in Article 13 and Article 14, to ensure that you have the necessary valid documentation, including visas and health certification, to meet the immigration requirements of your destination and to comply with our Terms and Conditions of Carriage. We reserve the right to refuse carriage to you if your documents do not appear to be in order or are unsatisfactory or if you are late at the boarding gate.

ARTICLE 14 Rights and causes of Refusal of Carriage

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing, fax and/or any electronic means that we would not at any time after the date of such a notice

carry you on our flights. In this circumstance you will be entitled to a refund of the Fare you have paid, plus any Taxes, Fees and Charges, less any reasonable administration fee we may apply. We may refuse to carry you or your Baggage without a prior notice if any or more of the following, occurs or we reasonably believe may occur. In this circumstance we reserve the right to retain such and all Tariffs and you will not be entitled to any refund, compensation or Credit Shell.

We may refuse to carry you or your Baggage if:

- Your carriage or that of you or your Baggage may endanger or affect the safety of the aircraft or the safety, health or materially affect the comfort of other passengers or crew.
- You are under the influence of drink or drugs or if you are, or we reasonably believe you are, in unlawful possession of drugs or alcohol or other prohibited material.
- Your mental or physical state is a danger or risk to you, the aircraft or any person in it.
- You refused to allow a security check to be carried out on you or your Baggage.
- You have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security and/or used threatening, abusive or insulting words or acted in a disorderly way towards our ground staff or a member of the crew of the aircraft.
- You have deliberately interfered with a member of the crew of the aircraft carrying out their duties.
- You have put the safety of either the aircraft or any person in it in danger.
- You have made a hoax threat relating to bombs, biological or chemical weapons.
- You have committed a criminal offence during the check-in or boarding processes or on board the aircraft.
- You have not, or do not appear to have, valid travel documents or visas; if you try to enter a country for which your travel documents are not valid; destroy your travel documents during the flight, refuse to surrender your travel documents to a member of the crew when so requested or refuse to allow us to photocopy your travel documents.
- You ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger; if carrying you would breach government laws, regulations, or orders; if you have refused to give us information which a government authority has asked us to provide about you.
- You have not presented a valid Booking Reference; not paid the full Tariff for your journey; purchased a Booking acquired illegally; purchased a Booking which you did not buy from us or our Authorized Agents; purchased a Booking which was not issued by us or our Authorized Agents; presented a counterfeit Booking Reference; or purchased a Booking with an alteration made neither by us nor by our Authorized Agents.
- You failed to prove that you are the person named in the Booking when presenting for check-in or boarding.
- You have changed your transportation without our agreement and our Terms and Conditions of Carriage and flynas Regulations.
- You have failed to present your boarding pass or your travel documents to us when reasonably asked to do so; if you have failed to complete the check-in process by the Check-In Deadline; if you have failed to access the boarding gate on time.
- You have behaved in a way as mentioned above on or in connection with a previous flight and we believe you are liable to repeat this behavior.

We may decide not to carry expectant mothers, customers who are ill, have limited mobility, are disabled or require special assistance if arrangements to carry them have not been approved by us before the booking is confirmed.

We shall not accept children aged less than twelve (12) years to travel unaccompanied. Children under the age of twelve (12) years may travel only if they are accompanied by a person of fifteen (15) years of age or

over and who will take responsibility for the minor as their parent, legal guardian or companion. We shall accept children aged twelve (12) years and above to travel unaccompanied provided the parent or guardian signs a travel consent form at check-in. The parent or guardian is advised to remain at the airport until the flight departs.

These are only examples and not a comprehensive list of causes and we retain the right to exclusively and in our own discretion specify and classify other causes or incidents as falling within the orbit of this article.

ARTICLE 15 Conduct Onboard our Aircraft(s)

15.1 Unacceptable Behavior

When you are onboard the aircraft and we reasonably believe that you have showed a behavior unacceptable to us, including but not limited to; placing the aircraft, or any person in it, in danger; deliberately interfering with the crew in carrying out their duties; failing to obey the instructions of the crew relating to safety or security; failing to obey the seat-belt or no-smoking sign; committing a criminal offence; exhibiting a physical or mental state affected by alcohol or drugs or other mental or physical abnormality; failing to obey the crew's instructions relating to the use of mobile telephones or other electronic equipment; failing to obey the crew's instructions relating to alcohol, smoking or drugs; making a hoax bomb threat; threatening, abusing or insulting the crew or other Customers or behaving in a threatening, abusive, insulting or disorderly manner towards the crew or other Customers or behaving in a way which causes discomfort, inconvenience, damage or injury to the crew or other Customers, or in any other way or in breach of any law, regulation or statute, we shall take any and all measures as we deem necessary to prevent your continuation with the unacceptable behavior, including restraint. When the aircraft is on ground, we may decide to off load you from the aircraft; refuse to carry you on the remaining sectors of the journey shown on your Booking; and may report the incident onboard the aircraft to the relevant authorities with a view to prosecuting you for any offences you might have committed. We shall not be liable for any course of action we decide to take as a consequence of your Unacceptable Behavior.

15.2 Diversion Costs Caused by Unacceptable Behavior:

If, as a result of your Unacceptable Behavior, we divert the aircraft to an unscheduled place of destination and make you leave the aircraft, you must pay us the whole of the proper costs of associated with such diversion.

15.3 Electronic Devices

For safety reasons, we may prohibit or limit usage aboard the aircraft of electronic equipment, including, but not limited to; mobile telephones; laptop computers; personal recorders; personal radios; MP3s, cassette and CD players; electronic games or transmitting devices (for example, radio-controlled toys and walkie-talkies). You must stop usage of these devices once it is announced that they should be switched off.

The usage of hearing aids and heart pacemakers is permitted.

ARTICLE 16 Schedule Adjustments

16.1 General

The flight times shown in our timetables may change between the date of publication and the date of your actual travel. We may adjust our schedules and/or cancel, terminate, divert, postpone or delay any flight

where we reasonably consider this to be justified by circumstances beyond our control and/or for reasons of safety, security or other operational or commercial requirements. We do not guarantee these flight times to you and they do not form part of your Contract of Carriage with us. Before we confirm your Booking we will inform you of the scheduled departure time of your flight in effect, as of that time and it will be shown on any Itinerary subsequently issued. It is possible that we may need to change the scheduled departure time of your flight after you have received your Itinerary. If you provide us with your contact information, we will endeavor to notify you of any such changes, however, if you fail to provide correct contact details or do not respond to our contact we will have no liability for any additional costs incurred by you for your travel being re-scheduled other than the options available under Articles 6and 16.

16.1.1 Significant Schedule Adjustments of more than twelve (12) hours

If subsequent to your making a Booking, we make a Significant Adjustment of more than twelve (12) hours to the scheduled departure time of your flight and you find this change is unacceptable we will book you on another flynas flight which you are prepared to accept or offer you a Credit Shell without penalty or a Refund of the Tariff paid on the unused portion of your booking in accordance with the Refunds of Fares, Taxes, Fees and Charges in Article 17.

16.1.2 Schedule Adjustments notified within twenty four (24) hours of travel

If subsequent to your making a Booking, we make a Schedule Adjustment and notify you within twenty four (24) hours of such adjustment, in such cases we will act as below:

- in the event of a cancellation we will book you on another flynas flight which you are prepared to accept or offer you a Credit Shell without penalty or a Refund of the Tariff paid on the unused portion of your booking in accordance with Article 17 of our Terms and Conditions of Carriage.
- In the event of a diversion, we will arrange for you to be carried (at our expense) to the Agreed Stopping Place or Point of Destination in your Booking, but we undertake no obligation as to time or means of transport.
- In the event of a delay or disruption, we will apply the procedures set out in Article 17 of our Terms and Conditions of Carriage.

In the event of a delay or disruption, we will apply the procedures set out in Article 17 of our Terms and Conditions of Carriage.

ARTICLE 17 Refunds of Fares and Taxes, Fees and Charges

17.1 General

Where we fail to provide carriage in accordance with the Contract of Carriage or where a refund is payable in accordance with these Terms and Conditions of Carriage or flynas Regulations; refund of the Fare for your Booking, or any unused part of it and any taxes, fees and charges, as applicable shall be made by us in accordance with this Article and with our Fare rules and Tariffs and flynas Regulations. Applicable government, authority or airport Taxes, Fees and Charges on the unused portion of your Booking, paid at the time of your Booking, will be included in Fare refunds where appropriate. Unless we state otherwise, we will only make a refund either to the Passenger named on the Booking or to the person who paid for the Booking. If you claim a refund, you must prove that you are the Passenger named on the Booking or, if this applies, the person who paid for the Booking. Refunds will be made direct to the bank account of the lead Passenger on the Booking or to the credit card used to pay for the Booking.

17.2 Involuntary Fare Refunds

17.2.1 Denied Boarding due to Overbooking (excluding Code-Share Flights)

As stipulated in Article (8) of the implementing regulations for the protection of customers' rights.

17.2.2 Delays and Cancellations by flynas

We shall always exert our best efforts to make your flight available as per our published scheduled departure and arrival times; however, we may delay or cancel a flight where we reasonably consider this to be justified by circumstances beyond our control or for reasons of safety, security, operational or commercial reasons. We shall not be liable for any losses or consequential damages whatsoever occasioned by such potential delay. We shall only be liable for damage or loss occasioned by delay within the limits prescribed by applicable laws and conventions. We shall not be liable for damage or loss occasioned by delay where we can reasonably prove that we, our employees, and/or our Authorized Agents, adopted measures that were reasonable to avoid alleged damage or that in that case it was impossible to adopt such measures.

Where a flight departure is delayed our passengers shall be entitled to:

For a lapse of one (1) hour after the original scheduled departure time, refreshments will be offered.

For a lapse of three (3) hours after the original scheduled departure time, a hot meal will be offered by our Authorized Agents or a voucher with which you may purchase a meal from the airport concessions.

For a lapse of six (6) hours and above the original scheduled departure time, you may, Rebook on an alternate flynas flight at no extra charge or avail of a Credit to be used at a later date. Alternatively, you may wish to remain waiting for the original delayed flight, in which case, you will be provided with hotel accommodation of our choosing, for waiting periods above six (6) hours. Should you not wish to wait for your delayed flight, rebook or avail of a credit; you may request for a refund per Article 15 and 16 which will be applied on a case by case basis. If such a claim for refund, rebooking or credit is made, the Booking will be cancelled and our liability for the delayed flight shall end here.

Discretionary provision of these compensations shall not be taken or construed as an acceptance of responsibility for the delay by flynas. Where a flight is cancelled you will be given the opportunity to re-book your travel at a later date or another flight for no additional charge, subject to availability, or accept a Credit Shell to be used at a later date or a refund per Article 16 and 17. Once the flight has been re-booked or a Credit Shell issued or a refund given, your Booking will be cancelled and our liability for the cancelled flight shall end here.

ARTICLE 18 Arrangements for Third Party Services

18.1 General

When we make arrangements for you with any third party to provide any services, or when we issue a voucher relating to transportation or services provided by a third party such as but not limited to Hotel Bookings, Cargo Services or Car Rental, we are then acting as agents only. The terms and conditions of the third party services shall apply and we shall have no liability whatsoever in this respect. Our website should not be regarded as a recommendation or endorsement of the service level, quality or rating of any third party services made available.

18.2 Executive lounges

Flynas Premium Class Customers are entitled for a free access to Executive Lounges in selected airports. For economy class, flynas offers Customers the opportunity to purchase access to Executive Lounges in selected airports. The use of the Executive Lounge is subject to an amount charged by the respective service providers at these airports. Applicable rates for this service can be obtained from our website at www.flynas.com. Once purchased, Executive Lounge Access can only be changed or cancelled as per the applicable Fare Rules in the Booking. If flynas fails to provide you with the service after you have made the purchase, the equivalent amount shall be transferred in the form of a Credit Shell. Executive Lounge access may be purchased up to six (6) hours prior to your scheduled departure time. Once the payment is made, your Executive Lounge request will be confirmed in your Itinerary. Upon check-in at the relevant airport, our agents will provide you with a voucher granting you access to the Executive Lounge. It is the responsibility of the Customer to clear Customs, Immigration and Quarantine formalities, before proceeding to the Executive Lounge and all Customers are reminded to be at the boarding gate no later than 45 minutes prior to the scheduled departure of their flight

ARTICLE 19 Administrative Formalities

19.1 Travel Documents

Prior to travel, you must present all exit, entry, health, visa and other documents required by law, regulations, orders, demands or other requirements of the countries concerned and permit us to take and retain copies thereof, where needed. We reserve the right to refuse you carriage if you have not complied with these requirements, or your travel documents do not appear to be in compliance with the requirements, any refusal of carriage due to incomplete or incorrect travel documents will result in your Booking being cancelled and no refund or credit given.

19.2 Refusal of Entry

If you are refused entry to a country due to your failure to comply with these Terms and Conditions, regulations, laws, orders or requirements of any country; failure to produce the correct documents or your health or medical condition; you must fully indemnify us for any losses, legal costs, fines, penalties or charges imposed on us by the concerned authorities; including repay us the fare for transporting you back to a country where you are accepted; in addition to all and any other cost(s) of detention or accommodation or else to be paid in respect of your denied entry. We may deduct these costs from the value of any unused part of your Booking, or any of your money in our possession.

19.3 Customs Inspection

If necessary, you must be present when your Baggage is inspected by customs or other Government officials. We shall not be liable for any damage you may suffer in the course of an inspection or because you are not present. We shall furthermore not be liable for indirect or consequential damages of any nature whatsoever and howsoever arising.

19.4 Security Screening

You must allow us, government officials and/or airport officials, to carry out security screening on you and/or your Baggage.

ARTICLE 20 Liability for Damage

20.1 General

- These Terms and Conditions of Carriage govern our liability towards you. The Terms and Conditions of Carriage of any and each other carrier involved in your journey govern their liability towards you. We reserve all rights against any other person, including rights of contribution and indemnity. Our liability in respect of Domestic carriage will be governed by applicable national law, as varied by the other provisions of these Terms and Conditions. Our liability in terms of International carriage is governed by the Convention and these Terms and Conditions of Carriage.
- We shall not be liable for any damage arising from the fact that we have obeyed laws or government rules and regulations; or you have not obeyed laws or government rules and regulations
- Except where these Conditions of Carriage state otherwise, we shall be liable to you only for compensatory damages which you are entitled to recover for proven losses and costs under the Convention.
- We shall furthermore not be liable for indirect or consequential damages of any nature whatsoever and howsoever arising.
- Our Contract of Carriage with you (including these Conditions of Carriage and exclusions or limits of liability) applies to our Authorized Agents, servants, employees and representatives in the same way it applies to us. As a result, the total amount you may recover from us and our Authorized Agents, servants, employees, and representatives shall not be more than the total amount of our own liability, if any.
- Unless we state otherwise, nothing in these Terms and Conditions of Carriage gives up or abandons any exclusion or limitation of liability to which we are entitled under the Convention or any laws which may apply.
- Nothing in these Terms and Conditions of Carriage prevents us from excluding or limiting our liability under the Convention or any laws which apply; or gives up any defense available to us under the Convention or any laws which apply; against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a customer.

20.2 Our Liability to Customers

Subject to the provisions of these Terms and Conditions of Carriage, the Convention and any applicable laws:

- Our liability for damage in the event of illness, injury, disability or death sustained by a Customer in the event of an accident shall be subject to financial limit, as defined by applicable law, convention or contract.
- We do not accept any responsibility for any illness, injury or disability, including death, aggravated by air travel where such travel posed a risk to the Customer due to age, physical or mental condition or for the aggravation of such condition.
- The obligation of insurance set out in current General Authority of Civil Aviation (GACA) Economic Regulations shall be understood as requiring that we shall be insured up to the limit of the liability.
- If we prove that the damage or loss was caused by, or contributed to by, the negligence or breach of these Terms and Conditions of Carriage or the failure to comply with applicable law, orders or requirements of any applicable country by the customer we may be exonerated wholly or partially from liability in accordance with the applicable law.
- We do not accept any responsibility for loss caused by our compliance with applicable laws, regulations, orders or requirements of any applicable country.
- We do not accept any responsibility for death, injury, disability, delay or loss caused by anything in Customer Baggage to the Customer or other persons or property including our property.
- We do not accept any responsibility for loss arising out of or in any way connected to the provision of transport and other services to the Customer including and without limitation any change to the

transport or service described in or covered by the Booking information related to transport, service or pricing.

20.3 Our Liability for Damage to Baggage

- Our liability for delay, damage or loss to Hold Baggage is limited by the Convention, our regulations and these Terms and Conditions of Carriage and applicable law where an investigation determines that the delay, damage or loss resulted from an act or failure to act on our part with either the intention of causing the delay, damage or loss; or recklessly and with knowledge that delay, damage or loss would be the probable result. Our liability is limited and the settlement of a claim, if any, is based on weight and not value of your baggage.
- We shall not be held liable for damage or loss to Baggage caused by normal wear and tear, customer negligence or baggage that is in breach of our Terms and Conditions of Carriage.
- We shall not be liable in any way whatsoever for damage or loss to items which you are forbidden from including in your Hold Baggage under Article 9 of our Terms and Conditions of Carriage, the Convention and applicable laws. These items include without limitation dangerous goods, prohibited items, fragile, perishable or valuable items.
- Baggage compensation as stipulated in Article (13) of the implementing regulations for the protection of customers' rights.
- You shall be responsible for any damage or loss caused by your Baggage to other people and property, including our property.

ARTICLE 21 Time Limitation for Claims and Actions

21.1 Notice of Claims

- If your Hold Baggage is damaged (including partial loss) you must file a written complaint to us, at the airport, immediately upon your discovery of the damage and before leaving the custom area of the flight on which you received the Hold Baggage.
- If your Hold Baggage is delayed, you must complete the appropriate documentation before leaving the airport from which you should have received your baggage. Failure to contact our Authorized Agents in the airport and complete the documentation will result in the invalidity of any subsequent claim.

21.2 Limitation of Actions

You shall have no right to damages if an action is not brought within two (2) years where the Convention applies, calculated from the date of arrival at the place of destination; the date on which the aircraft ought to have arrived; or the date on which the carriage stopped.

21.3 Modification and Waiver:

None of our Authorized Agents, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage, unless expressly authorized by our Chief Executive Officer.

ARTICLE 22 flynas Regulations

Your carriage and that of your Baggage is also provided in accordance with certain other flynas regulations and conditions applying to or adopted by us. These regulations as varied from time to time, are important, and concern among other things:

- Fare Rules
    - Name change
    - Route change
    - Flight date/time change
    - Cancellation/Credit Shell
    - Grace period conditions
- Infant fare
- Baggage
    - Cabin Baggage
    - Hold Baggage
    - Excess Baggage charges
    - Maximum weight and dimensions of Baggage
    - Additional Fees and Charges
    - Travel Agent Charges
    - Call Centre Charges
    - Book and pre-pay Excess Baggage
    - Book and pre-pay Seat Selection
- Connecting flights
    - Domestic to domestic flights
    - Domestic to international flights
    - International to domestic flights
    - International to international flights

• Flynas Regulations are available in full on our Website

ARTICLE 23 Interpretation

The title of each Article of these Terms and Conditions of Carriage is for convenience purposes only, and shall not be used for interpretation of the text.

ARTICLE 24 Choice of Law and Jurisdiction

Terms and conditions stipulate that cases related to domestic flights shall be subject to the competent court in the Kingdom of Saudi Arabia, which is the competent authority to deal with any dispute. As for international flights, the judicial handling shall be in accordance with Article 33 of the Montreal Convention 1999 to which the Kingdom is a party.

ARTICLE 25 Your Personal Information

You recognize that your personal data has been given to us and that we may use the personal information you have provided, including information about how you used our services and facilities ("Your Personal Information"), for the purposes of: Making a Booking and issuing an Itinerary; providing you with your transportation and any related services and facilities; accounting, billing and auditing; checking credit or other payment cards; immigration, customs and entry procedures; security, administrative and legal purposes; statistical analysis; ensuring our compliance with legal and regulatory obligations applicable to us; operating frequent flyer programs; systems testing, maintenance and development; customer relations; helping us in any future dealings with you; and direct marketing and market research. For these purposes, by finalizing your Booking, you authorize us to retain and use your personal information and to transmit it to our own offices; carriers and other companies involved in providing your transportation or related services and

facilities; data processors working for us; our Authorized Agents; government and enforcement agencies; and credit and other payment card companies. This may involve sending your personal information outside the Kingdom of Saudi Arabia.

OUR CONTACTS

Customer Service Unit
Email: CustomerService@flynas.com
Phone: (966) 11 261 1126
Fax: (966) 11 261 1127
Work Hours: Sunday to Thursday from 8:30 am to 5:30 pm (KSA time)

Call Centre
Phone: (966) 92000 1234
Work Hours: Twenty four (24) hours a day, seven (7) days a week
International number: 966 11434 9000

Company Name and Address of Carrier
flynas LCC
Al Rabiea 'Neighborhood, Abubakar Road
PO Box 305161
Riyadh 11361
Kingdom of Saudi Arabia
Phone: (966) 011 217 1800