

GENERAL TERMS AND CONDITIONS

Operation Office:

Taj Air Limited
Taj Air Hangar
Gate No. 8, Old Airport
Near Military Camp
Kalina, Santacruz (East)
Mumbai - 400 029
Tel. +91 22 2615 7993
Fax +91 22 2615 7719

corporate@tajair-tata.aero
www.tajair-tata.aero

Registered Office:

Mandlik House
Mandlik Road, Colaba
Mumbai - 400 001
Tel. +91 22 6665 3437
Fax +91 22 2202 7442

- 1) Taj Air Ltd. will require the requested information within the stipulated timelines, in order to seek the necessary permissions for operating the flight.
- 2) Taj Air Limited will not be responsible in any manner whatsoever for passengers traveling without the relevant documents (photo id, passport, VISA, RT-PCR Test, E-Pass, among others) for the applicable destination, and/or, carrying any contraband items and/or, involved/indulging in any illegal activities.
- 3) Minimum 2 hours 'per aircraft per day' or actuals 'per aircraft per day', whichever is higher - will be charged for a booking. Flying time charged is Block Time. Block Time is calculated from the moment engines are started to when they are switched off. Actual flight time will depend on prevailing wind conditions and routing.
- 4) If there is no flying on a particular day of a Charter, a minimum of 1 (one) hour of flying time will be charged as "Non-Flying Day Charge" and in this case, no night halt charge will be levied.
- 5) We provide 'standard in-flight meals' which is determined by the sector length. Any additional request will be on a chargeable basis.
- 6) In addition, we would be charging for the below mentioned items:
 - a) Domestic Flights:
 - i) Ground Handling service charges
 - ii) Landing & Parking Charges
 - iii) Extension of watch hours charges and Parking charges (if applicable)
 - iv) Day Detention charges are applicable after 4 hours of waiting at a destination.
 - v) Night Halt charges (if applicable)
 - vi) Taxes as applicable
 - b) International Flights:
 - i) IFS (International Flight clearance Service) charges: IFS charges are applicable additionally, for flights operating in the international sector. This comprises of Permit Facilitation, Ground Handling, Hotel Set Up, Flight Planning, Airport Fees, 3rd Party Airport Fees, Basic Handling, Night Operation Fees, Supervision Fee, Landing Fee, Parking Fee, Towing assistance, Navigation, Security (per pax), Boarding Fee (Per pax), Ramp light (if used), Approach Fee, Follow-me, General Aviation Terminal Use, Passenger Tax, Passenger apron Tax, Passenger Departure Fee, VIP Service agent, General Aviation Terminal Use, Basic Handling, Other Handling, etc.
 - ii) Crew stay (in lieu of Night Halt charges): The 3 crew members will be entitled to USD 350 per night (subject to hotel check-in and check-out times)
 - iii) Taxes as applicable
 - c) Any additional/statutory charges levied by Airport Authority, Customs/Regulatory authorities, shall be billed.
- 7) Cancellation charges is applicable as per the specified % on the total Invoice value of the charter:
 - a) 20% if cancellation is between 45 days & 48 hours prior to the scheduled departure of flight.
 - b) 50% if cancellation is done between 48 hours and 24 hours prior to scheduled departure of flight.
 - c) 100% if cancellation is done less than 24 hours prior to the scheduled departure on the flight.
- 8) For any delay, not willfully caused by Taj Air Limited, (intimated less than 12 hours from 'scheduled departure') beyond 5 hours from 'scheduled departure' Flight duty limitations may apply on the crew & the flight could be termed as 'a last-minute cancellation' - and the 100% cancellation clause would apply.
- 9) Any changes/modification of 'flight program', requested by the customer after the commencement of the 'flight program' and if the same cannot be executed due to operational reasons / lapse of relevant permissions in flight sectors will be termed as 'a last-minute cancellation' - and the cancellation clause of 100% would apply.

- 10) If due to sudden deterioration of weather en-route / destination, the aircraft cannot land at the Destination OR diverted due to defence services activity AND has to return to the starting point or divert to some other airport, the actual flying time and any other additional charges due to the diversion would be chargeable and balance if any, would be payable / refundable.
- 11) Alcoholic beverages will not be served on board (for flights within India) and smoking (E-cigarettes) is not permitted on-board the aircraft.
- 12) Passengers cannot indulge in photography while embarking/disembarking from the aircraft.
- 13) Check-in time: Check-in time: For Domestic flights Check-in usually starts 45 minutes before the scheduled departure time. For International flights, Check-in starts 60 minutes before the scheduled departure time. The aircraft doors are required to be closed 15 minutes before scheduled departure time for ATC clearance as per regulations. Certain formalities are required to be completed by the passenger at the Airport before and after being accepted by the Airline for travel. To complete these Check-in formalities, the passengers are requested to Check-in at the recommended timing for the Domestic/International flights respectively. In the event of delay in reporting of passengers or last-minute rescheduling of the flight due to the passenger's requirement Taj Air will put in its best efforts to accommodate the revised schedule but the same cannot be guaranteed; because of departure/arrival slots which are applicable at certain airports. Passengers who do not report at the Boarding gate at the requested Boarding time, will not be boarded on the said flight. In the event of delays in flight due to reasons not within reasonable control of Taj Air Ltd, Taj Air will disclaim any liability towards the same.
- 14) Hand Baggage Regulations: As per Government Safety Regulation, only one piece of hand baggage not exceeding L+B+H being 55+35+25 per passenger is allowed in the aircraft.
- 15) Free Baggage Allowance (subject to load): For Domestic and International flights: 50 kgs, per Adult/Child; 20 kgs, per Infant
- 16) The following articles can be carried free in addition to the free baggage allowance:
 - a) An overcoat, wrap or blanket.
 - b) An umbrella or walking stick.
 - c) A lady's handbag or purse
 - d) A reasonable amount of reading material for the flight
 - e) Infant's carrying basket.
- 17) Security Regulations: According to Security Regulations, Passengers are advised:
 - a) Pack your own bags and only travel with baggage that belongs to you.
 - b) Do not accept baggage from other people.
 - c) Do not leave your bags unattended where anyone could place an item in them.
 - d) PHOTOGRAPHY is not permitted in Defense airports.
- 18) Valuable Articles: Currency, precious metals, jewelry, negotiable instruments, securities, personal identification documents and other items of value are advised to be carried with the passenger in the cabin.
- 19) The Company:
 - a) reserves the right, without assigning any reason, to cancel or delay the commencement or continuance of the flight or alter the stopping place or to deviate from the route of journey or to change the type of aircraft in use without thereby incurring any liability in damages or otherwise to the passengers or any other person on any ground whatsoever. The Company also reserves to itself the right to refuse to carry any person it considers unfit to travel or who in the opinion of the Company may constitute risks to the Aircraft or to the persons on Board.
 - b) will have the right to decide which article should be offloaded and such decision will be binding – if it is found that the Aircraft with the booked load, etc. is overloaded.
 - c) is not liable for the loss or damage occasioned by the delay in the carriage by air of passengers or baggage.

20) Dangerous Articles & Restricted Articles: Following articles will not be allowed in the Aircraft, for Safety reasons.

DANGEROUS ARTICLES		
ARTICLES AND SUBSTANCES	CHECK-IN BAGGAGE	HAND BAGGAGE
POISONOUS / TOXIC	NO	NO
RADIOACTIVE MATERIALS	NO	NO
CORROSIVE MATERIALS / DISABLING CHEMICALS / ACID / WET CELL BATTERIES / APPARATUS CONTAINING MERCURY	NO	NO
MISCELLANEOUS DANGEROUS GOODS / MAGNETIZED MATERIALS	NO	NO
EXPLOSIVES / EXPLOSIVE MATERIALS / FIREWORKS / FLARES	NO	NO
FLAMMABLE GAS / COMPRESSED GASSES / GAS CYLINDERS	NO	NO
FLAMMABLE LIQUID / PETROL / KEROSENE	NO	NO
FLAMMABLE SOLID / LIGHTERS / MATCHES / COPRA (Dry Coconut) / E-CIGARETTE	NO	NO
INFECTIOUS SUBSTANCES	NO	NO
OFFENSIVE OR IRRITATING MATERIALS	NO	NO
RESTRICTED ARTICLES		
ARTICLES AND SUBSTANCES	CHECK-IN BAGGAGE	HAND BAGGAGE
PERSONNEL MEDICATION / BABY FOOD	YES, in limited quantities which are necessary or appropriate for the passenger during journey	YES, in limited quantities which are necessary or appropriate for the passenger during journey
LIQUIDS / AEROSOLS / GELS / PASTES	YES	Maximum 100ml per item packed in individual transparent re-useable one liter size plastic bag.
POWER BANK / BATTERIES	NO	YES, must be declared to the Airline
GUNS / AMMUNITIONS	Must be declared at check-in to the Airline as per Bureau of Civil Aviation Security [BCAS] guideline.	NO
SHARP OBJECTS	YES, must be securely wrapped	NO
SPORTING GOODS	YES, must be securely wrapped	NO
MARTIAL ARTS / SELF DEFENCE ITEMS	YES, must be securely wrapped	NO
TOOLS	YES, must be securely wrapped	NO
<p>If you are carrying these articles in your baggage or on your person, declare them. Penalty for act in contravention of rule made under Section 10 of the Aircraft ACT 1934, shall be punishable with imprisonment for a period which may extend to two years, or with fine which may extend to one crore rupees, or with both. [https://www.dgca.gov.in/digigov-portal/?dynamicPage=aircraftRules1934Content/101/3297/viewDynamicRuleContLvl2&mainaircraftRules1934/101/0/viewDynamicRulesReq]</p>		
<p>If any dangerous goods are found mis-declared or undeclared, the Airline Operator shall submit a report to the Director-General under rule 9A of The Aircraft (Carriage of Dangerous Goods) Rules, 2003. [https://www.dgca.gov.in/digigov-portal/?page=jsp/dgca/InventoryList/RegulationGuidance/Rules/CarriageDangerousGoods2003/air2003.pdf]</p>		
<p>For a complete list of restricted or forbidden items, please visit https://bcasindia.gov.in/passenger_pdf/prohibited.pdf</p>		

- 21) Limitation of Liability for Domestic Travel:
 - a) The Carrier's liability for loss, delay or damage to the baggage is limited to INR 450 per kilo, unless a higher value is declared in advance and additional charges are paid. The Carrier assumes no liability for perishable or fragile articles.
 - b) In the unfortunate event of death to a passenger, or any bodily injury or wound suffered by a passenger which results in a permanent disablement incapacitating him from engaging in or being occupied with his usual duties/business occupation, the liability for the Carrier will be limited to INR 20,00,000 per passenger.
- 22) Limitation of Liability for International Travel:
 - a) The Carrier's liability for loss, delay or damage to the baggage is limited to 1,131 SDR per passenger, unless a higher value is declared in advance and additional charges are paid. The Carrier assumes no liability for perishable or fragile articles.
 - b) In the unfortunate event of death of a passenger, or any bodily injury or wound suffered by a passenger which results in a permanent disablement incapacitating him from engaging in or being occupied with his usual duties/business occupation, the liability for the Carrier will be limited to 113,100 SDR per passenger.

Force Majeure: Taj Air Limited cannot be held responsible for non-operation of charter for any unforeseen reason/s such as Bad Weather, Poor Visibility, Non – Availability of clearances from ATC / Defense Authorities / Civil Administration. Due to above reasons, if the flight cannot take off from the Originating station full amount will be refunded (except the IFS charges which would have been incurred). Taj Air Limited will not be liable to the Client for any delay or failure to fulfill its obligations in connection with the provision of the Services where any such delay or failure is caused in whole or in part by any act of terrorism, biological or chemical contamination, nuclear risks or electronic data loss, or to the extent that any such delay or failure arises from causes beyond its control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots, strikes.

Declaration: While we endeavor to provide the Aircraft, we should not be held responsible for any cancellations/delay in commencement or continuation of the flight, due to technical snags or any other reasons beyond our control. We also reserve the right to deviate from the route of journey or alter the stopping place or decide on the number of passengers or decide on the acceptable baggage or take any necessary decision or change the type of Aircraft, in case the circumstances so demand, in the best interest of our passengers.