

Fiji Airways Terms and Conditions of Carriage

1. Definitions

"Fiji Airways" means:

- (a) Air Pacific Limited including Air Pacific Limited trading as Fiji Airways and
- (b) Unless indicated otherwise, Fiji Airlines Limited trading as Pacific Sun, Fiji Airways domestic regional carrier.

"Contract": The carriage of all passengers on any flights under the "FJ" code is subject to (i) this ticket and its terms; our General Conditions of Carriage (Passenger and Baggage) and any applicable tariffs filed with governments; (ii) applicable laws and international conventions; (iii) the fare rules as applicable; (iv) our oral or written directions.

"Baggage": means your personal property accompanying you on your trip. It consists of both your checked baggage and cabin baggage.

"Carrier": means all air carriers that carry or undertake to carry you and your baggage or perform any other service.

"Montreal Convention" means the Montreal Convention 1999.

"Warsaw Convention" means the Warsaw Convention 1929, or that Convention as amended at The Hague on 28 September 1955 and by Montreal Protocols [Nos. 1, 2 and 4] whichever may be applicable.

2. Conditions of Contract

2.1 Carriage hereunder is subject to the provisions of the Warsaw Convention or Montreal Convention as applicable unless such carriage is not "international" carriage as defined by those conventions.

2.2 To the extent not in conflict with the Conventions, your carriage and other services performed by Fiji Airways are subject to:

- Conditions endorsed on the Itinerary & receipt / Boarding pass / E-ticket wallet;
- These Terms and Conditions;
- Fiji Airways General Conditions of Carriage (Passenger and Baggage), available on request, and any applicable tariffs filed by Fiji Airways with regulatory bodies;
- Applicable laws and International Conventions
- Fiji Airways oral and/or written directions to passengers.
- In the event of any inconsistency between these Terms and Conditions and the General Conditions of Carriage, the General Conditions of Carriage shall prevail.

2.3 If Fiji Airways issues a ticket or boarding pass for another carrier's flight, it does so only as an agent for that carrier.

2.4 Unless otherwise stated, a ticket is valid for one year from the issue date.

2.5 Fiji Airways will use all efforts to carry you and your baggage reasonably in accordance with the date and time of the flight(s) specified, but does not guarantee it will be able to do so. Schedules may change without notice.

2.6 You must:

- Comply with all applicable government travel requirements including the carriage of valid passports and visas to enter the countries to which you are travelling.
- Please ensure check in by the required check-in time.

2.7 The contract between you and Fiji Airways, including any exclusion or limitation of liability, applies to benefit:

- Fiji Airways employees, agents and representatives
- All other carriers used by Fiji Airways to carry you; and
- Those other carriers' employees, agents and representatives, and Fiji Airways holds that benefit on trust for them, and can, if requested by them, enforce it on their behalf.

2.8 If your checked baggage on an international Fiji Airways flight has been lost or damaged (or part thereof), you must notify Fiji Airways in writing within 7 days and in the case of delay, within 21 days of delivery. In respect of damage, loss or destruction of cabin baggage you must notify the carrier in writing within 7 days from the date the carriage ended. If your checked baggage is lost or destroyed during domestic carriage you must notify the carrier in writing within 21 days from when you should have received the checked baggage. In respect of damage, loss or destruction of carry-on baggage, you must notify the carrier in writing within 7 days from the date when the carriage ended.

2.9 This e-ticket document does not constitute a document of carriage and in the event of any differences between it and the record of booking in the Fiji Airways databases, the latter will prevail.

3. Carry-on Baggage Allowances

3.1 Passengers (except infants) are allowed the following baggage allowances:

International Flights

		All Destinations (Except To/From Honolulu)		To/From Honolulu	
		Weight	Number of Pieces	Weight	Number of Pieces
Adult & Child	Economy	7 Kg (15 lbs)	1 piece	7 Kg (15 lbs)	1 piece
	Business	7 Kg (15 lbs)	2 piece	7 Kg (15 lbs)	1 piece
Infant(<2 Yrs)	All Classes	Plus 3kg (7lbs) for accompanying adult (1 piece)			
Total dimensions* of the bags must not exceed 115cm (45in)					

Domestic Flights

Passenger Type	Class of Travel	Weight Allowance
Adult & Children	Economy	7 kg (15lbs)
Infant(<2 Yrs)	All Classes	N/A
Total dimensions* of the bags must not exceed 115cm (45in)		

3.2 Enhanced security screening measures apply on international flights from and to Fiji with respect to the carriage of liquids, aerosols and gels. If you want to take liquids, aerosols or gels through the screening point, make sure each item is 100ml or less and all items fit comfortably in a transparent re-sealable 1 litre plastic bag. Only one bag per person is allowed.

4. Checked Baggage Allowances

4.1 Passengers (except infants) are allowed following baggage. No single item may exceed 30kg in weight.

International Flights

		All Destinations (Except To/From USA/CA)	Travel To/From Honolulu		Travel To/From Los Angeles & Canada	
		Weight	Weight	Number of Pieces	Weight	Number of Pieces
Adult & Child	Economy	23 kg (50 lbs)	23 kg (50 lbs)	1 piece	23 kg (50 lbs)	1 piece
	Business	30 kg (66 lbs)	30 kg (66 lbs)	1 piece	30 kg (66 lbs)	2 pieces
Infant(<2 Yrs)	All Classes	10 kg (22 lbs) + Stroller	10 kg (22 lbs) + Stroller	1 piece	10 kg (22 lbs) + Stroller	1 piece
Total dimensions* of 1 piece should not exceed 158cm (62in)						

Domestic Flights

Passenger Type	Class of Travel	Weight Allowance
Adult & Children	Economy	15 kg (33lbs)
Infant(<2 Yrs)	All Classes	1 stroller
Total dimensions* of the bags must not exceed 115cm (45in)		

4.2 Bulky items: Fee for bulky items such as surf boards and golf bags is to be charged as per table below. This fee is in addition to any excess baggage fees that may apply.

Country of Departure	To All Destinations (Except USA/Canada)	To USA/Canada
Australia	50 AUD	100 AUD
Nadi	50 FJD	200 FJD
Kiribati	50 AUD	100 AUD
New Zealand	50 NZD	150 NZD
Samoa	70 WST	250 WST
Solomon Islands	200 AUD	700 AUD
Tongatapu	50 TOP	200 TOP
Vanuatu	2700 VUV	9700 VUV
Tuvalu	50 AUD	100 AUD
Hong Kong	200 HKD	800 HKD
USA to All Destination From \$100 USD		
Canada to All Destination From \$100 CAD		

4.3 Fiji Airways and Pacific Sun will not be liable for loss, damage to or the delay in delivery of fragile or perishable items, money, jewellery, precious metal, silverware, negotiable papers, securities, or other valuables (including but not limited to cameras, electronic equipment), business documents, passports and other identification documents, or samples, which are included in the passenger's checked baggage, whether with or without the knowledge of the airline. Such personal items should be carried on your person or in your carry-on luggage under your care.

4.4 If part of journey includes code share flights or flights on other airlines, operating carriers' baggage allowance applies. Be sure to label baggage inside and out, and with your name, address and contact number for your destination. Labels can be obtained from Fiji Airways, your local travel agent or at check-in. Mattresses will not be accepted for carriage as checked baggage. (Accepted as Freight only). All Pacific Sun flights are weight restricted for safety reasons and depending on load; bags/surfboards may not be carried on same flights

5. International Notice – Limitation of Liability

5.1 In this clause Fiji Airways means Air Pacific Limited trading as Fiji Airways and does not include Fiji Airlines Limited trading as Pacific Sun or any other entity.

5.2 If your journey has a destination or stop in another country other than the one from which you depart, a treaty known as the Warsaw Convention may govern the liability of all airlines involved in your journey and may limit the amount of damages that can be recovered for your death or injury. However, many airlines have voluntarily agreed to waive those limits (in whole or in part).

5.3 Fiji Airways will not rely on the limitation in Article 22 (1) of the Warsaw Convention or the Warsaw Convention as amended at The Hague for any claim for recoverable compensatory damages arising under Article 17 of that Convention.

5.4 Fiji Airways will not rely on any defence under Article 20 (1) of the Convention for that part of any claim for recoverable compensatory damages arising under Article 17 of the Convention that does not exceed 100,000 Special Drawing Rights. Otherwise Fiji Airways will rely on all other defences under the Convention.

5.5 In addition, in cases of death or bodily injury, if required by law, Fiji Airways will make advance payments to the person entitled to compensation, if required, to meet immediate economic needs, in proportion to the hardship suffered.

5.6 Liability for loss, delay or damage to baggage is limited to about US\$20 per kilo for checked baggage and US\$400 per passenger for unchecked baggage. For travel pursuant to a contract of carriage providing for travel wholly between United States points, such liability is limited to a maximum of US\$2,500 per passenger.

5.7 There is no waiver of any rights or limitation of liability by any entity or carrier (including any carrier performing any part of the carriage shown on the ticket) other than Fiji Airways

6. Domestic Notice – Limitation of Liability

6.1 "Domestic Carriage" is carriage which is not "international carriage" as defined by the Warsaw Convention or the Montreal Convention.

Passenger: Domestic Carriage is subject to the Fiji Civil Aviation Act (cap 174) as amended. This legislation limits liability for death or injury of any passenger to FJD500, 000

Baggage: Checked baggage liability limit – FJD1, 000 per passenger for destruction, loss or damage. Cabin baggage liability limit – FJD200 per passenger.

6.2 To the extent permitted by law all liability is excluded for:

- Any injury in the nature of depression, anxiety, depressive illness, functional overlay or psychiatric injuries or for distress, grief, or loss of enjoyment however caused;
- Any indirect or consequently loss or damage resulting from lost, damaged or delayed baggage, whether the carriage is international carriage of domestic carriage; and
- Normal wear and tear to baggage and for delay, damage or loss of fragile, delicate or perishable item, medicine, money, jewellery, precious metals, negotiable papers, securities, valuable items (including cameras, computers and electronic equipment), commercial goods or documents in checked baggage. (Such items should be kept with you or in your cabin baggage under your care or send by freight).

6.3 In respect to baggage liability is limited to FJD1000 (for checked baggage), and FJD100 per passenger (for cabin baggage). Damage must be sighted by an Fiji Airways employee or representative of Fiji Airways at the airport/airstrip. Delayed/lost baggage must be reported on arrival and a complaint in writing must be received within 14 days of when you should have received it.

6.4 For any direct or consequential losses or damages in relation to your baggage or articles that are not checked baggage, the carrier will not have any liability, subject to any rights you may have under the Fair Trading Decree 1992 (Fiji). To the extent permitted by law, if you are or hold yourself out as acquiring this carriage or other services from the carrier for the purpose of a business, then the provisions of the Fair Trading Decree 1992 (Fiji) will not apply to such carriage or those service.

7. Seating

7.1 Fiji Airways does not guarantee you any particular seat even if your reservation is confirmed. You must accept any seat allocated on the flight even if this involves a downgrade, or wait until the next flight on which a seat is available in the class of service paid for.

7.2 Fiji Airways may refuse carriage of any passenger or passenger's baggage without any liability on its part if due to the passenger's physical state the passenger requires an additional seat (for economy class travel only) unless the passenger agrees to pay for an additional economy class seat at the applicable fare including all applicable fees and taxes, and other charges imposed by Governments, authorities or airport operators.

8. Overbooking Notice/Denied Boarding

8.1 There is a chance a seat will not be available on a flight even if your reservation is confirmed. This is due to the common practice in the airline industry of overbooking. If an international flight from USA is overbooked, no one will be denied a seat until Fiji Airways calls for volunteers to give up their reservations in exchange for a payment of Fiji Airways choosing. If there are not enough volunteers, Fiji Airways will deny boarding to reservation holders in accordance with its policy. Passengers who are denied carriage by reason of non-availability of seats may be eligible for compensation. Details of applicable compensation may be obtained at check-in.

8.2 Fiji Airways may refuse to refund a passenger for a ticket if Fiji Airways failure to provide carriage in accordance with the contract of carriage is due to a government security directive.

9. Government & Other Taxes and Charges

The price of your ticket may include significant amounts of taxes, charges and fees imposed on air transport by governments, authorities and airport operators (in the fare e.g. Value Added Tax (VAT), Goods & Services Tax (GST), Departure Taxes, Noise levies, etc shown separately as a TAX/FEE/CHARGE). You may also be required to pay additional taxes, fees or charges not marked on your ticket. Some USA airports may impose Passenger Facility Charges (PFC) of up to US\$4.50 to finance airport related projects. Note that passengers departing Samoa (eg. Apia) are required to pay WST40 (subject to change without notice) at the airport.

10. Insurance

Personal and baggage insurance is recommended. Details may be obtained from Fiji Airways, or your travel agent.

11. Searches

Fiji Airways, government or airport officers may require you to submit to clothing and body searches, require you to submit your baggage to searches or inspections and search or inspect your baggage with or without you.

12. Right to Refuse Carriage

Fiji Airways reserves the right to refuse carriage to any person who is unable to provide positive identification, does not possess valid travel documents or seeks to travel in violation of applicable law, tariffs or the General Conditions of Carriage, or is otherwise in breach of these Terms and Conditions, or is under the influence of drugs or alcohol, or it is necessary for the safety or comfort of other passengers or for the protection of property.

13. Smoking

Smoking is not permitted on any Fiji Airways aircraft.

14. Dangerous Goods

For safety reasons, the following types of Dangerous Goods must not be carried in your baggage. These goods fall into the categories shown below. Brief cases and attaché cases incorporating Dangerous Goods such as lithium batteries or pyrotechnic devices are totally forbidden. Disabling Devices such as mace, pepper spray etc. containing an irritant or incapacitating substance is prohibited on the person, in checked baggage and carry-on baggage. **Firearms and dangerous weapons are not permitted in the cabin.**



Corrosives (acids, alkalis, wet cell batteries, mercury).



Compressed Gases (flammable, non-flammable or poisonous such as camping gas, butane, propane, oxygen and aqualung cylinders).



Poisonous and Toxic Substances (such as arsenic, cyanides, insecticides and weedkillers).



Explosives (munitions, fireworks and flares).



Miscellaneous (dry ice, heat producing articles, engines).



Infectious Substances (such as bacteria, virus cultures).



Flammable Liquids (such as lighter and heating fuels, petrol and turpentine).



Oxidising Materials (such as bleaching powders and peroxides, pool chemicals, repair kits).



Radioactive Materials.



Disposable Lighters (refills and book matches). Matches and articles easily ignited. Briefcases and attaché cases with installed alarm devices or pyrotechnic Material.



Other Dangerous Articles (such as magnetised material, offensive or irritating materials and a wide range of items identified in IATA Dangerous Goods regulations).

Firearms are not permitted in the cabin.

15. Privacy Notice

You acknowledge that personal information has been given to Fiji Airways for the purpose of processing your travel arrangements, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. You authorise Fiji Airways to retain such information and to transmit it to our own offices, other carriers, and travel service providers, organizations which provide services to Fiji Airways, various law enforcement agencies and governments around the world for security, customs and immigration purposes. You can gain access to the information Fiji Airways holds about you by contacting **Fiji Airways Corporate Customer Relations in writing at Private Mail Bag, Nadi Airport, Fiji.**

Your health and well-being in-flight

For more information on your health and well-being in-flight, please refer to the Fiji Airways FLIGHT GUIDE in our Fiji Airways Islands in-flight magazine.

Very Important Reminders

Changes to reservations should be made at least 24hours prior to ticketed departure if fare conditions permit. Please call Fiji Airways Reservations on the numbers listed below or your travel agent if your total journey has not commenced. Changes done to reservations will result in cancellation of Special Service requirements like Special Meals, Wheelchair requests, Unaccompanied Minor, etc. Please remember to have these services rebooked with our reservations agent when making changes. Failure to cancel any ticketed bookings at least 24hours prior to departure will result in forfeit of fare sector for all Bula Saver fares. Reissue fees apply to all changes made to Bula Saver fares. Additional fare upgrade fees apply if the same fare is not available. Tickets shall be reissued only at Fiji Airways Sales offices or its General Sales Agents. Higher fees and penalties will apply for changes made at the Airport on the day of Departure. Business Class upgrades are offered at all airports, subject to availability of seats and meals. For upgrade fees, please enquire at any Fiji Airways check-in counter.

For more information on Fiji Airways services or to book your next flight call Fiji Airways from within Fiji on

+679 672 0888 or +679 330 4388

Or within Australia on 1 800 230 150

Or within New Zealand on 0800 800178

Or within USA on 1 800 227 4446

Or visit our Fiji Airways website at www.fijairways.com

We would love to hear about your Fiji Airways experience. Please email your feedback to service@fijairways.com