

Approved by
President
Scat Airline JSC

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REGULATIONS
ON SALES OF PASSENGER AND FREIGHT CARRIAGE
ON THE FLIGHTS OF
SCAT AIRLINE JSC

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Section 1. General provisions

1.1. General requirements

- 1.1.1. These regulations were prepared in accordance with approved order № 448 of the Civil Aviation Committee of the Ministry of Transport and Communications of the Republic of Kazakhstan dd. 07 October 2010, and also on the basis of international legal documents in the field of air carriage.
- 1.1.2. These regulations apply to all technological processes for the domestic and international air carriage of passengers, baggage and freight performed by SCAT airline. The regulations set out the rights, duties and responsibilities of the Carrier and of citizens, consignors and consignees using the services of the Carrier.
- 1.1.3. The regulations apply to the international air carriage of passengers, baggage and freight if they do not contradict conventions on international air travel, documents of the International Civil Aviation Organization (ICAO, IATA), and applicable international treaties and agreements of the Republic of Kazakhstan on air traffic legislation of the country to, from or through which such carriage occurs.
- 1.1.4. The regulations set out general conditions of carriage for passengers, baggage and freight that must be followed when concluding and observing the conditions of Air carriage agreements for the transportation of passengers, baggage and freight.
- 1.1.5. Air carriage agreements for the transportation of passengers, baggage and freight shall adopt the rules, fares and fees that apply on the day that the carriage document is drawn up.
- 1.1.6. Questions that may arise regarding the application of these regulations and other regulatory documents issued in the course of the development of these regulations in connection with passengers and their baggage, consignors or consignees during the sale of carriage, the observation of transport document registration procedures and boarding/landing (loading/unloading) shall be resolved by officials working for the Carrier, its Authorized agent, or officials belonging to the Service organization.

These Regulations use the following terms and definitions:

- 1) airline - a legal entity that holds an Operator certificate for civil aircraft;
- 2) agent - an individual or legal entity that represents the airline and is authorized directly by him or on his behalf to perform procedures related to the preparation of documents for the transportation of passengers, baggage, freight and mail;
- 3) Property Irregularity Report (PIR), Cargo Irregularity Report (CIR) - a document drawn up in the presence of an airline passenger (the recipient) immediately upon detection of damage caused to baggage (freight) transported by one or more airlines, to be signed by the airline and the passenger (recipient);
- 4) airport - a set of facilities for receiving and dispatching aircraft and performing air traffic services, which includes an airfield, terminal and other necessary facilities and equipment;
- 5) airport (point) of destination - the airport (point) to which the passenger, baggage or freight is conveyed under the Air carriage agreement;
- 6) airport (point) of departure – the airport (point) at which the passenger, baggage or freight begins its journey under the Air carriage agreement;
- 7) airport (point) of transfer - airport (point) specified on the ticket or air waybill at which, under the Air carriage agreement, the passenger changes plane or freight is transferred from one flight to another for further transportation en route;
- 8) baggage – the personal belongings of passengers or crew carried aboard the aircraft;
- 9) checked baggage – a passenger's baggage that is accepted for safekeeping to be transported by the Airline at its own risk and for which the passenger is issued with a baggage check and numbered baggage tag;
- 10) mishandled baggage - baggage that is sent to the wrong destination by the fault of

the airline;

11) unclaimed baggage – baggage that, having arrived at the airport (point) of destination indicated on the baggage tag, is not collected by the passenger;

12) unchecked baggage - passenger baggage, not including checked baggage, that is carried on an aircraft with the consent of the Carrier, and is identified by the label 'hand baggage' and placed in a baggage or passenger compartment. Such baggage is delivered to the aircraft by the passenger himself. Unchecked baggage is transported at the passenger's own risk, is subject to mandatory weighing and registration, and is included in the passenger's free baggage allowance;

13) ticket (passenger ticket and baggage check) - a carriage document issued by the airline or its agents confirming the conclusion of a contract and stating the terms of the passenger's carriage;

14) open ticket - a ticket which states point of departure, point of destination, airline and class of service, but does not designate the flight number, date or departure time of the aircraft;

15) booking (reservation) - the preliminary allocation of seats on the aircraft for the transportation of passengers, and also of the volume of freight for the transportation of baggage and freight, which is supported by an electronic record made in the Airline's reservation system containing flight and other information on the passenger, baggage or freight with an assigned unique alphanumeric code. A reservation can have the status of 'Unsold' or 'Sold';

16) refund –payment to a passenger (sender) or their representative of a part or all of the cost of transportation or a service which has previously been paid for but not used by them;

17) air carriage - the transportation by individual and legal entities of passengers, baggage, freight and mail on aircraft;

18) international air carriage – transportation by air in which the points of departure and destination, whether or not there is an interruption in transportation or transshipment, are situated in:

- two or more countries;

- the territory of one country, if the aircraft will also stop on the territory of another country;

19) aeroplane - an aircraft that is heavier than air and is propelled by means of an engine unit, and whose lift in flight is created primarily by means of aerodynamic reactions on surfaces remaining fixed under given flying conditions;

20) air line – an established route defining the points between which there are regular air services;

21) the Warsaw Convention – a convention for the unification of certain rules relating to international carriage by air signed in Warsaw on 12 October 1929;

22) freight – any property transported on board an aircraft, with the exception of mail and Board supplies;

23) perishable goods - products of plant or animal origin, live plants or fish stocks, which require special conditions for storage and transportation;

24) transit freight - freight that under the terms of the air waybill is transported further than a given flight, which delivers it to an intermediate point;

25) transfer freight - freight that under the terms of the air waybill is delivered to an airport (point) of transfer on a single flight, and is then transported on another flight of the same or another airline;

26) valuable freight – goods whose real value is established by Article 22 of the Warsaw Convention;

27) Air Waybill – an air carriage document confirming the conclusion of an Air carriage agreement, its terms and the acceptance of freight for carriage along air lines;

28) inspection – a check carried out by persons authorized to perform such an inspection;

29) excess baggage check - a document certifying payment for the transportation of baggage in excess of the free baggage allowance or of items whose carriage is subject to mandatory payments, as well as confirming the payment of charges for the declared

value of the baggage;

30) transportation route – shown on the ticket (on the air waybill for freight) as a certain sequence of airports (points) of departure, transfer and destination;

31) sender - the legal or natural person sending the goods;

32) passenger - an individual who is not a member of the crew and is transported on an aircraft in accordance with the Air carriage agreement, or on other legal grounds;

33) passenger coupon - part of the ticket presented in the form of a Digimatic record or on a paper medium (limited issue form – hereinafter LIF), certifying an Air carriage agreement for the transportation of a passenger and his baggage;

34) flight coupon - a part of the ticket entitling the passenger to a flight between the two points specified therein;

35) baggage/ freight damage –damaging part or all baggage/freight during transportation, as a consequence of which it cannot be fully or partially used for its original purpose (has fully or partially lost its value);

36) recipient - legal or natural person named in the air waybill as the recipient of the freight;

37) flight - the flight of an aircraft (scheduled or unscheduled) in one direction from the initial to the final destination on the route;

38) regular flight - flight operated in accordance with an approved schedule;

39) charge – airport and fuel surcharges and other charges levied and imposed by the airline and included in the price passenger, baggage, freight and mail carriage;

40) fare - payment levied by the airline for the carriage of one passenger or for the transportation of a unit mass or volume of baggage or freight from origin to destination on a certain route;

41) fare for a given service class - the fare for a specific class of service, valid for one year without any restrictions (except for seasonal fares, whose duration is determined by the carriage season);

42) transfer - carriage performed under the Air carriage agreement to the transfer airport on a single flight, where further carriage is performed on a different flight of the same or another carrier.

43) e-ticket – an electronic form of ticket offered instead the usual paper blank;

44) payment document - the fiscal instrument (cashier's check, receipt or bank statement) issued in accordance with applicable laws and confirming the fact of payment for a booking. The payment document is the fitting document to be issued to confirm the conclusion of the Air carriage agreement upon its payment in cash;

45) normal fare - the highest (full fare) set for a first-class, business or economy/tourist class service, which has a term of one (1) year and no restrictions;

46) special fare - a variety of fares that differ from normal fares and stipulate some special limiting conditions, such as the timing of the sale, the requirement of a minimal stay at the point of the return flight, the conditions of ticket booking/payment/provision, and passenger category.

1.2. Legal relations

- 1.2.1 The rights, duties and responsibilities of the parties arising from the Air carriage agreement for passenger, baggage and freight carriage are regulated by:
- Conventions relating to international air traffic, as well as the provisions of international treaties and agreements of the Republic of Kazakhstan;
 - Regulatory legal acts of the Republic of Kazakhstan;
 - these regulations.
- 1.2.2 The international and domestic carriage of passengers, baggage and freight is subject to the force of the relevant mandatory provisions, rules and regulations of the competent authorities of the country to, from or through the territory of which carriage occurs.
- 1.2.3 If any provisions specified in these regulations or in the carriage document contradict the laws of the country in question and cannot be changed with the agreement of the parties to

the Air carriage agreement, such provisions shall remain in force and be deemed part of the contract of carriage only insofar as they do not contradict the given legislation. In this case the invalidity of any provision of these regulations shall not negate the other provisions herein.

- 1.2.4 For international carriage the Carrier's liability is regulated by conventions dealing with international air carriage and ICAO documents, with the exception of transportation operations which by the definition of these documents do not fall into such a category.

1.3. Amendment to the regulations

1.3.1 These regulations, as well as other rules published during their development, in addition to guidelines, regulations and documents governing air carriage, may be changed by the Carrier without prior notice being given to passengers, consignors or consignees, provided that no such change is made after the commencement of carriage. Changes to these regulations shall come into force upon their approval. These regulations may be amended in connection with the applicable legislation of the Republic of Kazakhstan, as well as international treaties and agreements on air services

1.3.2 Representatives of the Carrier and agents providing services on its behalf and supporting the air carriage of passengers, baggage and freight do not have the right to modify or waive any provision of the air carriage regulations established by the Carrier

Section 2. Air carriage agreement.

1. In accordance with the Air carriage agreement, the Carrier undertakes to transport the Passenger to the destination airport, providing him with a seat on the aircraft performing the flight as specified in the Agreement and, in the case of the Air carriage of baggage, also to deliver the said baggage to the destination airport and deliver it to the Passenger or the individual authorized to receive it.
2. The Air carriage agreement shall be attested by a Ticket (electronic ticket or a ticket issued on an LIF) as well as other documents and information in order to reliably establish the fact of its conclusion. In the event of a conflict between the information specified on the Ticket and the information contained in the Carrier's automated reservation system, the reservation system shall have priority.
3. A Payment document certifying payment made for air carriage shall serve as a document confirming payment for Air travel.
4. The passenger shall undertake to pay for Air travel according to the set fare, and if submitting baggage in excess of the Carrier's free baggage allowance, shall also pay for the carriage of the said baggage.
5. The Air carriage agreement is a public contract which, in terms of the way in which it is concluded, is a contract of adhesion demanding full and unconditional accession from the Passenger to the Air carriage agreement on the basis of the terms proposed by the Carrier.
6. The Air carriage agreement shall be deemed to have been concluded as of moment that proper and timely payment is made for Air travel.
7. The Carrier undertakes to provide the Passenger with an Itinerary / e-ticket receipt via e-mail or fax, or to directly print the itinerary/receipt in the office of the Carrier or Agent. A paper ticket printed on a limited issue form shall be issued directly to the Passenger.
8. The passenger undertakes to pay the cost of transportation within the timeframe stipulated by the terms for the Carrier's fare rules that are in force at the time of booking, and using means strictly stipulated by the Carrier.
9. The Air carriage agreement shall remain effective until the performance by the Carrier of his obligations for the carriage of the Passenger and/or Baggage on the route indicated on the Ticket, given the proper performance by the Passenger of his obligations.
10. Prior to the conclusion of the Air carriage agreement, the Passenger must read and express their agreement with these and other existing regulations of the Carrier, including the Fare Rules. If the Passenger disagrees with the above regulations, the Air carriage agreement

shall be deemed invalid. Passengers are also encouraged to read the pre-flight and post-flight inspection rules.

11. A Passenger who has made a booking and paid for transportation on the Carrier's flight shall adhere to the public Air carriage agreement under the conditions specified in the Regulations.
12. The Carrier's obligations for the Passenger's Air carriage shall come into force when proper and timely payment is made by the Passenger for such carriage.
13. If the Passenger has paid for his Booking in a manner not stipulated by the relevant rules of the Carrier, or by means of an organization unauthorized by the Carrier, the Air carriage agreement shall be deemed invalid.
14. In the event of late payment by the Passenger or any other violation of the terms of payment for carriage, the Agreement shall be deemed invalid unless otherwise stated by the Carrier.
15. Payment under the Air carriage agreement can be made by a third party (the payer), it being understood that he shall make such a payment within the frame of existing contractual relations with the Passenger.

Section 3. Rules for booking air tickets

3.1. Booking

Booking is a condition for the carriage of passengers which is valid when entered into the airline's automated reservation system.

The passenger should provide the following information and submit documents necessary for booking, the provision of special services and compliance with performance safety requirements:

- 1) surname, name, patronymic;
- 2) information regarding the passenger's documents (passport or other document which replaces it);
- 3) information regarding secondary documents (visa, medical certificate, documents for the transportation of children);
- 4) permanent address;
- 5) information regarding temporary address during stay at the passenger's destination or permanent address.
- 6) contact phone number;

A passenger or individual making a booking on the passenger's behalf should inform the airline within 5 calendar days in the following cases:

- limited passenger mobility;
- transportation of a child;
- a passenger's impaired (loss of) vision/hearing;
- guide dog requirements in the above cases;
- the presence of an infectious disease;
- pregnancies of more than 28 weeks;
- transportation of an infant younger than seven days old;
- transportation of animals (birds);
- the presence of baggage or baggage which is excessively bulky or heavy;
- the presence of baggage which must only be transported in the cabin;
- transportation of arms and ammunition.

After receiving this information, the airline should inform the passenger within one calendar day of its intention to refuse the booking if unable to transport the passenger/baggage due to the technical capabilities of the aircraft.

The fixture of a passenger seat and available capacity to transport a passenger, baggage or freight on a specific flight and date is a prerequisite for their air carriage.

Until the passenger is issued with a formalized ticket, the booking shall be considered provisional and may be revoked.

To confirm a booking, a passenger (or, in the case of groups, group leader) shall use communication facilities to inform the representative office of the airline or its agent and the airline shall fix the date of the ticket's purchase.

If the passenger (group of passengers) gives a booked seat or does not arrive at the place of registration at the time set by the airline, fare conditions will apply to their ticket(s).

3.2. Changes to a passenger's name in reservations that have already been made and confirmed

When booking seats on SCAT flights, agents MUST NOT change the surname and/or name of booked passengers.

3.3. Ticket and baggage check

3.3.1 The ticket and baggage check (hereinafter - the passenger ticket) is a carriage document certifying the conclusion of an Air carriage agreement between the Carrier and passenger. Each passenger is issued a separate ticket.

3.3.2 The ticket can be issued in electronic form (an electronic Ticket) or on paper (a paper Ticket).

A paper Ticket should consist of:

- flight and passenger coupons;
- pages containing information on the terms of the contract of carriage for passengers and their baggage on domestic (international) routes, as well as the basic rights, duties and responsibilities of the Carrier and passenger, and on articles and materials whose carriage is prohibited, as well as other information necessary for the passenger.

An e-ticket should consist of:

- electronic flight coupons;
- an itinerary.

3.3.3 The passenger can directly obtain a formalized Ticket or itinerary / receipt of an electronic Ticket at the point where travel is sold by the Carrier and its Agent.

3.3.4 The passenger ticket must necessarily display the name and surname of the passenger (in full), and the number of his identity document.

3.3.5 The ticket is valid for the carriage of passengers and their baggage from the departure point to the destination on the route and in the service class specified therein. Each flight coupon is valid for the carriage of a passenger and his baggage only on the part of the route, service class, date and flight specified for which the seat has been reserved.

3.3.6 Passenger ticket coupons contain information that reflects the conditions of carriage for the passenger and his baggage between the points indicated therein along a particular flight route.

3.3.7 A passenger ticket shall be issued to a passenger only after payment has been made for carriage at the fare set by the Carrier.

3.3.8 A passenger may be transported only after presentation of a valid ticket that has been properly issued and contains the appropriate flight coupon, as well as other unused flight coupons and the passenger coupon (for a paper ticket). A passenger must retain his ticket and all unused flight coupons for the duration of the trip and present them at the request of the Carrier or service organization at any time.

3.3.9 Under airline rules the airline may refuse carriage to the passenger if the documents presented by him do not correspond in form and content to the requirements established by the airline.

3.3.10 In the following cases the validity of a ticket may be extended until the airline's next flight on which there is a free seat in a class of service that matches the original fare paid, if the passenger was unable to fly during the term of the ticket's validity:

- 1) the delay or cancellation of the flight specified in the ticket;
 - 2) the failure to the aircraft to land in the airport designated on the ticket;
 - 3) failed to transport the passenger due to an inability to give him a seat on the flight and date specified in the ticket;
 - 4) the return of an aircraft which has been unable to complete a flight to the airport of departure;
 - 5) the replacement of the scheduled type of aircraft;
 - 6) failure to provide service in the class specified in the ticket;
 - 7) a discontinuity in the flight because of the emergency landing of the aircraft;
 - 8) the illness of a passenger he is accompanying on the aircraft;
 - 9) if the passenger declines to travel or continue on a flight because of a delay in travel caused by an inspection;
 - 10) the incorrect issue of a ticket by the airline.
- 3.3.11 If a passenger with a ticket permitting carriage asks to book a seat but the airline is unable to provide a seat within the term of the ticket's validity, the validity of the ticket shall be extended until the airline's next flight on which there is a free seat in a class of service that matches the original fare paid.
- 3.3.12 The passenger shall present his ticket and flight coupon to the airline. The ticket will be invalid for the carriage of a passenger or payment of a refund if the flight coupons have been used.
- 3.3.13 The airline shall accept flight coupons for the carriage of a passenger and his baggage only in a strict sequence, beginning from the point of departure indicated in the passenger coupon.
- 3.3.14 Changes may be made in the passenger ticket at the passenger's request with the consent of the Carrier and may be made only by the Carrier or its Agent, in accordance with Carrier's fare rules.
- 3.3.15 The date, flight number and departure time may be changed in the flight coupon of the ticket by pasting a sticker on the appropriate flight coupon (for a paper ticket) or by reissuing the ticket and paying charges under the Carrier's fare rules. If the term of the Ticket's validity is changed, a sticker is not pasted and the ticket is reissued.
- 3.3.16 The carrier or service organization must indicate the number of items and/or gross weight of the baggage in the baggage check. The baggage check is the part of the ticket that certifies the acceptance of the baggage for transportation. If the passenger has an electronic ticket, information regarding the number of items and/or weight of the baggage shall be entered in electronic form.

3.4. Transfer of a passenger ticket

- 3.4.1 Tickets are non-transferable for use by another person. If a ticket is presented by anyone other than the person specified in the ticket, the ticket shall be withdrawn by the Carrier and its value shall not be returned to the bearer. In this case, the Carrier shall draw up a statement in accordance with legally established procedure outlining the reasons why the Ticket was withdrawn.
- 3.4.2 If a passenger ticket is used or a reimbursement obtained on the price of a flight by an individual not specified in the carriage document, the Carrier shall not be liable to the passenger entitled to carriage under the carriage document in question.

3.5. E-tickets

SCAT airline gives passengers the opportunity to use modern technology for the **purchase of tickets** – the electronic ticket (e-ticket).

An electronic ticket (e-ticket or ET) means that paper coupons are replaced with an electronic ticket record that is stored on the e-ticket server (ETS) or the airline server. Only flight coupons are electronically stored.

An itinerary receipt is issued as confirmation of the purchase of an e-ticket.

There are several options for printing the itinerary (ITR) of an electronic ticket:

- on a printer;
- by sending an e-mail.

An itinerary receipt is issued as confirmation of the purchase of an e-ticket.

The itinerary receipt contains complete information on the route, form and details of payment, which is analogous to the information given on a paper ticket. Passengers are recommended to keep these tickets with them throughout the journey.

The **itinerary receipt** is made out in two languages (in English, the language in which the booking is made, as well as a copy in Russian). This facilitates the completion of airport formalities outside the Republic of Kazakhstan.

On flights abroad, the itinerary receipt may be required at passport control as proof of the existence of a return ticket.

Like a normal ticket, an e-ticket is a document certifying the conclusion of an Air carriage agreement between the passenger and the airline.

The itinerary receipt is not a binding document for the flight. A passenger may arrive for registration bearing only a passport if the itinerary receipt has been lost. The staff at the front desk will be able to find the passenger on the basis of his surname and flight number.

Attention! Duplicates of boarding passes are not issued

In view of the requirements of the RK Tax Code, if an employee acquires an e-ticket for a business trip or a work-related journey on the territory of Kazakhstan or abroad, the following may be used as documents certifying costs incurred:

- an itinerary receipt issued on a passenger ticket approved as a limited issue form;
- a receipt or other proof of payment made for carriage, issued on an approved limited issue form.

If an itinerary receipt is not issued on a limited issue form, but only in the form of a print-out, a boarding pass will be required to confirm the fact of carriage. The boarding pass must contain details that identify the passenger and the travel destination (passenger's surname, itinerary, and travel date).

Section 4. Regulations for the air carriage of certain categories of passenger

4.1. Instructions for group transportation

Group carriage is registered only upon request and by the agreement of SCAT airline.

At its own sales locations or via representatives of SCAT airline.

When non-cash settlements are made, the booking and issue of air tickets shall be performed no less than 5 days prior to the departure of the aircraft.

SCAT airline reserves the right to cancel any group reservation for which it has not given consent.

4.2. Regulations for the carriage of passengers with a disability or illness

4.2.1 Passengers must determine their own capacity to use air transport on the basis of their state of health.

4.2.2 The Carrier is not responsible for any deterioration in the health of a passenger or any other consequences occurring during or after travel caused by the age or the mental/physical condition of the passenger.

- 4.2.3 Passengers with a disability or illness shall be transported on the condition that the carrier shall not be in any way liable to the passenger for the consequences for him of such travel, as certified by the passenger's guarantee certificate (see attached form). If travel includes carriage on the flights of several carriers, all participants in the transportation of the passenger in question should give permission for carriage.
- 4.2.4 Passengers with a disability, illness or special needs are passengers whose physical or psychological condition require individual attention (when embarking or disembarking from the aircraft, during the flight, in cases of emergency, during ground operations) which is not usually extended to other passengers.
The number of such passengers on a flight may not exceed the number of passengers able to assist them during an emergency.
- 4.2.5 The airline may refuse carriage to people whose physical condition or state of health, on the basis of facts established by medical or other certification, may constitute a danger to other passengers, their property, aircraft or crew.
- 4.2.6 The airline may refuse to transport a passenger in a wheelchair or on a stretcher if a given aircraft lacks the facilities necessary for the carriage of such passengers.
- 4.2.7 Passengers with a disability or illness who require special assistance when boarding and disembarking from the aircraft, in the cabin of the aircraft, and during ground operations may be transported only when accompanied (by an individual(s) not younger than 16 years old). These passengers include:
-Passengers on stretchers
-Disabled passengers in a wheelchair (folding seat)
-Passengers with arms or legs in plaster or splints
-Passengers in need of medical attention (an extra oxygen bag or medical equipment on board)
-Passengers whose behaviour, mental or physical condition requires special assistance or could pose a threat to themselves or other passengers, their property or the aircraft
- Passengers suffering from any infectious disease
- 4.2.8 Passengers with a disability or illness who require assistance in the cabin must have a medical certificate giving permission for their transportation by air and indicating special requirements on the conditions of carriage for the passenger. The medical certificate is valid only for the date and flight number specified therein.
- 4.2.9 Any passenger or person making a booking on a passenger's behalf shall inform the airline within a minimum of five (5) calendar days in the following cases:
- limited mobility passengers
- impairment (loss) of sight/hearing, and the need for a guide dog in such cases
-presence of an infectious disease

After receiving this information, the airline will inform the passenger within one calendar day of its refusal to make a booking if it is unable to transport the passenger in the above cases due to the limited technical capabilities of the aircraft.

- 4.2.10 **A passenger transported on a stretcher** should be accompanied by an individual (not younger than 16 years and having sufficient physical strength and training to assist the accompanied person) who will provide care for the said passenger during the flight. The passenger will be transported where there are six available seats in which to place the stretcher. Payment will be made at full fare for the given passenger and his attendant in the booking class that is available on the day of your ticket, and the additional 5 places will be paid for at the fare of 50 (fifty) percent of the existing rate for each seat, including for a child. Ability to transport such a passenger is determined by the preliminary agreement of the airline with the person accompanying the given passenger. **The given passenger will be transported on the condition that the carrier shall not be held liable to the passenger for the consequences such travel has for him, which shall be certified by the passenger's guarantee certificate (see attached form).** When serving passengers with an illness, the registration agent shall check the ticket and medical report, after which he shall prepare travel documents according to the general rules. After the relevant registration procedures have been

completed, a representative of the airline / airport shall accompany the given passenger and his carer to (from) the aircraft and hand him/them directly over to the crew together with their documents. The given passenger will be assisted to board the aircraft first by a representative of the airline/airport, prior to the announcement of the boarding of the rest of the passengers, and will alight from the aircraft last.

- 4.2.11 **Wheelchair users** (users of electric wheelchairs/ folding seats) who are unable to move independently shall be transported if accompanied by an individual(s) responsible for their care during the flight and upon presentation of a medical assessment report. Transportation shall occur by prior agreement with the airline. When transporting a wheelchair user (folding seat user), the airline shall inform the airport in advance of the transportation of such a passenger to ensure their delivery to (from) the aircraft. Folding seats (wheelchairs) are transported free of charge and are not included in the free baggage allowance. When transporting a disabled passenger in an electric wheelchair, the electric wheelchair shall be transported on the aircraft as checked baggage (in addition to the free baggage allowance). When serving sick passengers, the registration agent shall check the ticket and medical report, after which he shall prepare travel documents according to the general rules. **A wheelchair user will be transported on the condition that the carrier shall not be held liable to the passenger for the consequences such travel has for him, which shall be certified by the passenger's guarantee obligation (see attached form).**

During registration the agent shall allot specially designated places in the aircraft cabin, taking the passenger's requirements into account as far as possible, in consultation with the representative. For the carriage of wheelchair users, a representative of the airline/airport must provide a special chair for their transportation to the cabin. After the relevant registration procedures have been completed, a representative of the airline / airport shall accompany the given passenger and his carer to (from) the aircraft and hand him/them directly over to the crew together with their documents. The given passenger will be assisted to board the aircraft first by a representative of the airline/airport, prior to the announcement of the boarding of the rest of the passengers, and will alight from the aircraft last.

- 4.2.12 **Passengers with a loss of vision (hearing)** shall be transported if accompanied by a carer or guide dog. Passengers with a loss of vision (hearing) accompanied by a guide dog may be transported upon presentation to the airline or an authorized agent of a document confirming the date on which the passenger's disability became established, and a document providing proof of the guide dog's special training. When booking a seat on an aircraft for a passenger with a loss of vision (hearing) accompanied by a guide dog, the authorized agent must inform the airline of the carriage of such a passenger, in order to ensure that such a passenger is assisted during registration at the airport of departure, and during delivery to the aircraft, boarding the aircraft, and alighting from the aircraft at the destination airport. During transportation of passengers with a loss of sight (hearing) accompanied by a guide dog, the said guide dog shall be transported in the aircraft free of charge in the passenger cabin, in addition to the free baggage allowance. The guide dog must have a collar and a muzzle and be tied to a chair at the feet of the passenger it is accompanying. When registering a passenger with a loss of vision (hearing) who is accompanied by a guide dog, the said passenger will be allocated a place in the back row of seats. The given passenger will be assisted to board the aircraft first by a representative of the airline/airport, prior to the announcement of the boarding of the rest of the passengers, and will alight from the aircraft last.

GUARANTEE CERTIFICATE

Я _____

ПАСПОРТ _____ № _____ ВЫДАН _____
 PASSPORT _____ № _____ ISSUED _____

ДАТА _____
 ВЫЛЕТА _____ АВИАБИЛЕТ _____
 DATE OF DEPARTURE _____ TICKET _____

ПРОШУ ПРИНЯТЬ

ASK TO CARRY

<input type="checkbox"/> МЕНЯ	<input type="checkbox"/> ME
<input type="checkbox"/> СОПРОВОЖДАЕМОГО МНОЮ ПАССАЖИРА	<input type="checkbox"/> THE PASSENGER ACCOMPANIED BY ME

К ПЕРЕВОЗКЕ НА _____
 РЕЙС _____
 ON FLIGHT NUMBER _____

<p>1. Настоящим обязательством освобождаю АО «АК «SCAT» и его агентов от ответственности за возможное ухудшение:</p> <ul style="list-style-type: none"> <input type="checkbox"/> моего здоровья (включая летальный исход), <input type="checkbox"/> здоровья сопровождаемого мною пассажира (включая летальный исход), <p>которое может возникнуть вследствие воздушной перевозки.</p>	<p>1. I hereby relieve SCAT airline JSC and its agents of liability for a possible deterioration in:</p> <ul style="list-style-type: none"> <input type="checkbox"/> my health (including lethal outcome), <input type="checkbox"/> the health of the passenger accompanied by me (including lethal outcome) <p>which may arise out of air carriage.</p>
<p>2. Принимаю на себя всю ответственность за любой вред, возникший в связи с изменением:</p> <ul style="list-style-type: none"> <input type="checkbox"/> моего физического/ психического состояния <input type="checkbox"/> физического/ психического состояния сопровождаемого мною пассажира в процессе перевозки <p>и/или вред, причиненный в связи с этим третьим лицам и обязуюсь оплатить АО «АК «SCAT» все возникшие в связи с этим расходы.</p>	<p>2. I assume liability for any damage arising from a change in:</p> <ul style="list-style-type: none"> <input type="checkbox"/> my physical/ mental condition <input type="checkbox"/> the physical/ mental condition of the passenger accompanied by me during carriage <p>and/or damage suffered by a third person, and shall indemnify SCAT airline JSC for expenses incurred.</p>

ДАТА _____
 DATE _____

ПОДПИСЬ _____
 SIGNATURE _____

4.3. Regulations for the carriage of unaccompanied children

Unaccompanied children shall be accepted for carriage only after the completion and signature by the child's parents, guardians or relatives of a Statement of obligation for the carriage of unaccompanied children, when such children ranging in age from 6 to 14 years are carried on the airline's domestic flights;

On international flights, notarized consent is additionally required from parents (guardians) giving permission for the transportation of their unaccompanied child ranging in age from 6 to 14 years on an international flight of the airline (stating the departure date and the country(ies) which he (they) intend to visit) .

The statement should be drawn up in 3 copies:

- for the agent executing the carriage
- for presentation at the airport during check-in
- for the passenger

Payment for the transportation of unaccompanied children will be charged according to the fare rules.

The transportation of unaccompanied children is permitted only when a confirmed reservation has been made (with HK status) and the prior consent of the carrier been obtained.

Unaccompanied children must arrive at the airport accompanied by a parent or guardian, who must remain at the airport until the aircraft takes off. Parents and guardians should meet the unaccompanied child at the destination airport. Statement forms can be obtained from the official sales offices or representative offices of SCAT JSC.

Children under 6 years of age shall be transported only when accompanied by an adult passenger.

Children may be transported in groups only with the consent of the Airline

4.4. Regulations for the carriage of pregnant women

Pregnant women shall be accepted for carriage upon provision to the Carrier of a medical report from a hospital stating the absence of contraindications for transportation on the flight date specified on the ticket.

Pregnant women should submit the following documents:

- information on the current pregnancy and state of health, with obligatory indication of the term of the pregnancy, issued by a medical institution of the Republic of Kazakhstan and affixed with the seal of the passenger's attending physician, indicating that the passenger was examined and has been permitted to travel by air. This information must also be confirmed by the medical station in international airports or airports of departure.
- a completed guarantee certificate (see attached form).

Agreement with the airline concerning the carriage of pregnant women, new mothers and newborns should be obtained no less than 5 calendar days in advance of bookings and ticket purchases.

Pregnant women shall be transported on the condition that the carrier shall not be held liable to the Passenger for any adverse effects that may arise for the Passenger and fetus during and as a result of carriage.

4.5. Regulations for exit/entry into the Republic of Kazakhstan

In order to reduce cases of deportation and in connection with the introduction of a bilateral visa regime between the countries of Georgia and Russia, air tickets shall be issued to citizens of Russia who are flying in transit from Kazakhstan to Georgia (Tbilisi) and back on the basis of a Georgian visa (for Russian citizens), while tickets shall be issued to citizens of Georgia flying in transit from Kazakhstan to Russia and back on the basis of a Russian visa (for citizens of Georgia).

The sale of tickets to persons (except transit passengers) who do not have documents proving the legality of their arrival at Krayniy airport in the city of Baikonur (such as a business trip permit, summons, travel order, or residence permit for the city of Baikonur) is prohibited.

If a passenger has no documents confirming the legality of his arrival at Krayniy airport, all further actions related to the departure of the passenger from the territory of the aerodrome will be assigned to the agency which sold the ticket.

4.6. Carriage of transit and transfer passengers

1. When issuing a transit or transfer passenger ticket on a route of carriage, the Carrier or his Agent must:

- provide a reservation and booking confirmation of the carriage of a transfer passenger on all sections of the route, allowing the passenger to arrive at the airport in time to undergo all administrative formalities before departure;
- inform the passenger of all procedures that must be undergone in the transit or transfer airport to allow further carriage to his destination;
- inform passengers of the requirements of public authorities at points of transit or transfer for international carriage.

Minimum Connection Time - MCT.

MCT is the minimum time within which the airport guarantees to service transit passengers and handle their baggage for transfer carriage.

- for transfer from domestic to domestic flights - 60 minutes
- for transfer from domestic to international and international to domestic flights - 90 minutes
- for transfer from international to international flights - 90 minutes

2. If the connection is within 24 hours, transfer baggage can be registered as far as the final destination or the point of transfer, depending on the capabilities of the airport of departure/transfer and the requirements of public authorities at the point of transfer. If the passenger has a connection between flights of more than 24 hours, his baggage shall be registered only as far as the point of transfer.

SCAT airline is not responsible for the delay of a connecting flight performed by another carrier.

4.7. Carriage of Business Class passengers

1. Business class passengers are as a rule registered at a separate desk and board the aircraft last, separately from economy class passengers, but not after the boarding of officials.

2. At the airport, business class passengers may be invited to visit a business lounge (VIP, CIP), concerning which the Carrier will inform the passenger during registration.

3. On board the aircraft, business class passengers are seated in business class and a special service will be arranged for them.

4. On arrival, business class passengers leave the aircraft first, separately from economy class passengers but not before officials.

4.8. Passengers travelling on service tickets

1. A passenger who is an employee of an aviation company or one of the Carrier's own employees can be transported on a service ticket on the Carrier's flights with its consent. Depending on the importance of travel and the employee's position, an employee may be granted a service ticket with confirmed or unconfirmed reservation having the status (SA).

2. Passengers may book the number of seats required to travel at an increased level of comfort. Payment for additional seating is made at the affordable economy class fare.

- Passengers may be accepted for carriage if there is a free place after the acceptance of all passengers who have paid the cost of transportation and (or) other passengers who are entitled to reservations;

-in the event of transit, a passenger should be informed that his service may be suspended at any of the transit airports because of a lack of available seats to further legs of carriage, for which the carrier will not be held liable;

- in the event of transfer, the passenger and his baggage can be registered only to the first transfer airport;

- for the quick identification of baggage in cases of transportation within one zone, the baggage of such passengers should be loaded onto the aircraft last in order to ensure ease of access to it and allow it to be quickly unloaded as needed.

3. If it is established at a transit airport that a passenger with a service ticket without confirmed reservations cannot continue his journey on the same flight due to a lack of space in the next leg of transit, the Carrier should immediately make contact with the passenger to inform him of the situation and also unload the baggage and deliver it to the passenger. The Carrier will not compensate any of the expenses that the passenger may incur in connection with the termination of travel.

4. Passengers holding a service ticket with no confirmed reservation will be served in the same way in the transfer airport as in the airport of departure.

In case of a disruption to the regularity of flights, passengers with service tickets with confirmed reservations will be served in the same way as passengers who paid for the ticket. Passengers holding service tickets without a confirmed reservation who have already been accepted for carriage will be served in the same way as all other passengers in the event that the regularity of flights is disrupted.

Section 5. Regulations for carriage of pets

Pets (dogs, cats and birds, with the exception of fish and pigeons) may be transported only when accompanied by adult passengers and with the prior consent of the Airline.

The passenger must present:

- a certificate issued by an authorized state agency
- a veterinary certificate obtained no later than 10 days prior to actual departure
- other documents required by the veterinary authorities of any country to / from / through whose territory the pet is being transported.

For the transportation of animals and birds, the passenger must ensure that the container (cage) is of sufficient size and has sufficient air holes. The bottom of the container should be waterproof and covered with an absorbent material. An exception could be the carriage of animals and birds in sealed crates and boxes with air holes. For a dog, cage size should allow the animal to stand up to his full height and rotate 360 degrees. Bird cages must be covered with opaque cloth.

Pets are accepted for carriage as checked baggage or freight. The weight of accompanied animals and birds together with their container (cage) is not included in the free baggage allowance of a passenger and must be paid for by the passenger as excess baggage (for which an MCO or excess baggage check will be issued).

If the weight of the animal and its container (cage) is not more than 5 kg, the animal can be transported in the cabin (as hand baggage) with the consent of the airline. If the weight of the animal with its container (cage) is more than 8 kg, the animal shall be transported only in the baggage / freight compartment of the aircraft.

Guide dogs (accompanying blind or deaf passengers) may be transported free of charge without a cage in addition to the free baggage allowance, provided that such dog has a collar and a muzzle and is located next to the owner.

Section 6. Carriage of baggage

6.1. General requirements

1. A passenger's baggage shall be accepted for carriage as checked baggage and carried in the freight compartments of the aircraft. Passengers' belongings may be transported in the cabin of the aircraft as unchecked baggage (hand baggage).

2. A passenger's checked baggage must be carried on the same aircraft as the passenger. If such transportation becomes impossible, the carrier must carry the baggage on the aircraft performing the next flight to the passenger's destination.

3. A Carrier may refuse to carry a passenger's baggage if its mass, number of items, contents, size or packaging do not comply with these rules.

4. The baggage of a passenger who does not board the aircraft after registration (including baggage of a transit passenger who does not board an aircraft and his hand baggage located in the cabin) are subject to mandatory removal from the aircraft.

The airline will not accept baggage as checked unless it is packed in suitcases, boxes, bags or other packaging that ensures its safe transportation.

6.2. Free baggage allowance

1. A passenger is entitled to the free carriage of his baggage within established norms. Baggage allowance, including the belongings of a passenger that remain with him (hand baggage), are established by the Carrier depending on aircraft type, class of travel and route. Baggage allowance cannot be less than ten kilograms per passenger.

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

Each adult passenger and child aged 2 to 15 years transported on domestic routes is set a free baggage allowance of 20kg including hand baggage not exceeding 5 kg in economy class, and a free baggage allowance of 30 kg including hand baggage of 5kg in business class.

Each adult passenger and child aged 2 to 12 years transported on international routes is set a free baggage allowance of 20 kg including hand baggage not exceeding 5kg in economy class and 30kg of free baggage including hand baggage of 5kg in business class.

3. The Carrier or its agent must inform the passenger of the free baggage allowance set during carriage, as well as the need to pay for excess baggage or baggage subject to compulsory payment.

4. The norm for the air carriage of passenger baggage is regulated by the mass of the baggage in kilograms (kg), while in transit on some international air lines it is regulated by the number of baggage items. Restrictions for the carriage of baggage on international air routes where the baggage allowance is regulated by the number of baggage items are set by relevant standards (international conventions, international agreements, national laws of the country in question). The norms set out by the above documents with regard to the establishment of restrictions for the carriage of baggage are deemed to have been incorporated into these Regulations.

5. On transfer flights, free baggage allowance is set in accordance with the pass-through fare between the end points of transportation.

6. At the passenger's request, payment for the transportation of baggage in excess of the free baggage allowance shall be made prior to the point of stopover or transfer.

7. If at the point of departure a passenger presents baggage in a quantity **less** than that declared and pre-paid during registration, the difference in payment between the declared and actual weight of the baggage shall be returned to the passenger in the original currency of payment.

If the passenger presents baggage in an amount **greater** than permitted and for which they pre-paid, such baggage shall be accepted for carriage on the same aircraft as the passenger only if there is free tonnage and after the appropriate surcharge has been levied.

8. In the event that the route must be changed because of safety and/or security requirements, as well as in the event of situations caused by force majeure, a passenger may

carry the quantity of baggage he was permitted to bring on the original paid route and class of service free of charge.

9. At the request of passengers whose trip has a single purpose as confirmed in documentation (ticket numbers follow one after the other or tickets were purchased at the same agency on the same day, or a family or group of passengers on a business trip are travelling together) and follows the same route to the same destination on the same aircraft, such passengers may be granted a common free baggage allowance (the amount of free baggage allowance per passenger). Such consolidation applies only to the norms of free baggage allowance. Baggage is registered for each passenger individually.

6.3. Checked baggage

1. Passenger baggage is accepted for carriage upon being checked-in at the departure airport or other point of registration. The Carrier or Service provider is obliged to issue each passenger with a numbered baggage tag for each piece of checked baggage. The baggage tag is intended for the identification of baggage. A special numberless baggage tag is attached to checked baggage to designate special conditions of carriage.

2. The weight of each item of baggage should not exceed 32 kg and its size as regards the sum of its three dimensions must not exceed 158 cubic centimetres.

3. The baggage of transfer passengers shall be registered to the final destination or to the point of transfer, depending on the conditions of carriage. The baggage of transfer passengers is subject to mandatory pre-flight inspection at intermediate airports prior to being added to already inspected baggage for which this point of carriage is the initial point of carriage.

4. The Carrier or Service provider is obliged to make a record in a paper ticket of the quantity and weight of checked baggage items. This record shall be treated as the baggage check issued to the passenger. In the case of an electronic ticket, a record of the weight and quantity of baggage shall be made in electronic form.

5. The Carrier shall be responsible for the safety of baggage after it has been checked-in.

6. From the moment of the delivery of checked baggage for carriage to the time of its return, the passenger shall have no access to his baggage, except for services related to its identification or additional inspection.

7. The Carrier has the right to check the weight of baggage carried by the passenger at the landing airport and (or) destination airport. If it is established that the passenger is carrying baggage in excess of his free baggage allowance or in excess of amounts referred to in the baggage check without having made appropriate payment for its transportation, the Carrier may demand payment for the transportation of such baggage.

6.4. Passengers' belongings (hand baggage)

1. Passengers' belongings (hand baggage) are unchecked baggage. Each passenger who has a ticket, except children travelling without a separate seat in the cabin, are allowed free hand baggage whose permissible weight is established by the airline. In order to ensure security and the protection of the life and health of passengers and members of the flight crew, objects and substances forbidden for carriage on air transport under the conditions of air security may not be transported.

2. The following may be transported as hand baggage:

- for economy class passengers - no more than one piece of baggage weighing up to 5 kg, with dimensions of not more 55x40x20 cm;
- for business class passengers - no more than two pieces of baggage weighing up to 5 kg each, with dimensions of not more 55x40x20 cm each.

3. During the check-in of hand baggage transported within the cabin, the Carrier or Service provider must issue each passenger with a 'hand baggage' label for each item and note its mass in the baggage check.

4. In exceptional cases and when authorized by the Carrier, items which exceed 5 kg (the limit of the free baggage allowance) may be carried in the cabin as long as they do not exceed

the permitted size of hand baggage, where such items require special precautions during carriage.

5. Hand baggage must be placed under the passenger seat during carriage. The closing baggage compartment located above the passenger seat can accommodate small items of lightweight clothing and outer clothing belonging to the passenger.

6. During check-in, the passenger is obliged to present for weighing all baggage intended for carriage with the exception of items that he may need during landing (disembarkation) to (from) the aircraft as well as in flight, if they are carried by the passenger and not placed in baggage:

- handbag or briefcase;
- folder for papers;
- umbrella;
- walking stick;
- flowers;
- outer clothing;
- publications to read on the flight;
- baby food for an infant during the flight;
- cellular phone;
- camera;
- camcorder;
- laptop computer;
- garment bag;
- pram, carrycot or car seat for the carriage of a baby up to 2 years;
- crutches, stretchers, or a wheelchair for passengers with limited mobility;

The items listed in this paragraph shall not be presented for weighing and are not subject to check-in or marked with tags (with the exception of prams whose dimensions exceed the permissible limits for hand baggage).

7. Passengers are obliged to ensure the safety of their own hand baggage transported in the cabin. In the event of a disruption to the flight specified in the document of carriage, the passenger must take his hand baggage with him when leaving the aircraft.

The airline shall not be held responsible for and will not reimburse damage to brittle and fragile items that has arisen as a consequence of the use of unchecked baggage / hand baggage, including small cuts, scratches, tears, abrasions, punctures, marks, stains and dents.

6.5. Paid (excess) and oversized baggage

1. Passengers are obliged to inform the Carrier or his Agent of the estimated weight and number of items of baggage in excess of the norm and to book such baggage.

2. Passengers must pay for baggage exceeding the free baggage allowance according to the Carrier's fare in effect at the time of payment.

3. If the passenger presents more baggage than previously agreed with the Carrier and paid for, such a quantity of baggage can be accepted for carriage only if the aircraft has sufficient free capacity and if the baggage is paid for by the passenger.

4. The carrier has the right to restrict or refuse to transport a passenger's baggage which exceeds the weight of the free baggage allowance set by the Carrier, if such carriage has not been previously agreed with the Carrier.

5. A passenger in transit may reduce or increase the mass or quantity of baggage transported with the Carrier's consent.

6. In the case of an increase by a passenger in transit of the mass and/or quantity of his baggage, he must pay for the carriage of baggage whose weight or dimensions exceed the free baggage allowance for the carriage previously paid for.

7. When booking places on an aircraft or purchasing a passenger ticket, a Passenger must inform the Carrier or his Agent of the carriage of oversized baggage

8. Oversized baggage is an item of baggage the sum of whose three dimensions exceeds 203 cm.

9. Oversized baggage may be accepted for carriage on condition that the size of the charging hole and the freight bay of the aircraft permit its loading (unloading) to (from) the

aircraft and accommodation on board the aircraft. Such baggage must have carrying handles and fittings for attachment when moved to or from the aircraft or on board the aircraft.

10. The carrier has the right to refuse the carriage of oversized baggage.

11. Where necessary, where excess and (or) oversized baggage is being transported on aircraft belonging to several carriers, the Carrier responsible for drawing up the shipping documents for such baggage must obtain the consent of the Carriers in question for such carriage.

6.6. Excess baggage check

1. The excess baggage check certifies payment by the passenger for the carriage of baggage requiring payment.

2. The excess baggage check must consist of flight (ranging from one to four) and passenger coupons completed in accordance with the approved form.

6.7. Carriage of baggage in the cabin

1. Passenger baggage that requires special handling (film/photo/television/radio equipment, electronic and optical devices, office equipment, musical instruments, fragile items) may be transported in the cabin.

2. Baggage transported in the aircraft cabin is registered and carried by prior arrangement with the Carrier. Passengers are obliged to inform the Carrier or his Agent of the transportation of baggage in the cabin of the aircraft when booking carriage or purchasing a ticket, and must pay for a separate place for the said baggage.

3. To transport baggage in the aircraft cabin a separate ticket is issued at 100% of the fare at which carriage has been registered for the accompanying passenger.

4. The weight of baggage carried in the cabin must not exceed average passenger weight (less than 80 kg), while baggage dimensions should facilitate its placement in a separate passenger seat.

5. The packaging of baggage carried in the cabin should be fitted with devices for fastening it to the passenger seat.

6. The delivery on board the aircraft of baggage carried in the cabin, its lifting, placement in the cabin and removal and delivery from the aircraft should be carried out by the passenger.

6.8. Diplomatic Baggage (mail), official correspondence

1. Diplomatic Baggage (mail) accompanied by a diplomatic courier may be carried in the aircraft cabin. It is registered as unchecked baggage (hand baggage), separately from the personal baggage of the diplomatic courier, and can be placed on a separate passenger seat.

2. The weight of diplomatic baggage (mail) carried in the cabin should not exceed average passenger weight (less than 80 kg), and the dimensions of the baggage should facilitate its placement in a separate passenger seat.

3. The transportation of diplomatic baggage (post) and official correspondence is paid for at the fares set by the Carrier:

- an envelope up to 1kg, A4 in size (2000 thousand KZT, 400 roubles, 17 \$ USD)
- an envelope up to 1 kg, but greater than A4 (3000 thousand KZT, 600 roubles, 25 \$ USD)
- more than 1 kg is registered as freight

Correspondence is registered by means of a representative of the airline and an MCO statement or excess baggage check.

4. The transportation of diplomatic baggage (mail) delivered under the responsibility of the Carrier is based on the established rules of the Carrier.

6.9. Requirements for Content Security

1. For purposes of ensuring the safety of flights, the following will not be accepted for carriage as baggage:

- a) articles and substances whose carriage is prohibited by the law of the Republic of Kazakhstan, the decrees of the Government, and the rules and regulations of state organs of the Republic of Kazakhstan and international documents in the field of civil aviation, international agreements of the Republic of Kazakhstan, or the documents of the state authorities of any country to, from or through the territory of which such carriage occurs;
- b) explosives and explosive materials and objects filled with them;
- c) compressed and liquefied gases;
- d) flammable liquids;
- e) flammable solids;
- f) oxidizing substances and organic peroxides;
- g) toxic substances;
- h) radioactive materials;
- i) caustics and corrosives;
- j) poisonous and toxic substances;
- k) fire arms, gas spray guns and cold guns;
- l) other materials and substances that can be used as a weapon to attack passengers or aircraft crew or also constitute a threat to the flight of the aircraft.

2. Articles and substances which may be carried in limited quantities as passenger baggage:

- a) crossbows, underwater guns, swords, sabers, broadswords, scimitars, cutlasses, swords, rapiers, bayonets, daggers, knives (hunting knives, knife out blades, knives with locks, replica weapons of any kind;
- b) household knives (scissors) with a blade (blade) over 60 mm
- c) alcoholic beverages containing more than 24% but not more than 70% alcohol by volume in containers of not more than 5 litres and, in retail packaging, not more than 5 litres per passenger
- d) aerosols designed for sporting or household purposes, outflow valves of canisters which are protected by caps from spontaneous emission of contents and with a capacity of no more than 0.5 kg or 500 ml - no more than 2 kg or 2l per passenger

3. In hand baggage:

- a) medical thermometer - one for each passenger;
- b) mercury tonometer in a standard box - one per passenger;
- c) mercury barometer or manometer, packed in an airtight container and sealed with the sender's stamp;
- d) disposable lighters - one for each passenger;
- e) dry ice for cooling perishable products - no more than 2 kg per passenger;
- f) 3% hydrogen peroxide - no more than 100 ml per passenger;
- g) the following liquids, gels and aerosols are deemed safe: with a capacity of no more than 100 ml (or the equivalent in other volumetric measurements), packed in a securely sealed transparent plastic bag of not more than 1 litre: one bag per passenger. Liquids in containers larger than 100ml will not be accepted even if the container is only partially filled. The exceptions are medicines, baby food and liquids for special dietary needs.
- h) liquids purchased in duty free shops in the airport or on board an aircraft must be packed in a securely sealed plastic bag, ensuring access to the contents of the bag for identification during the flight and providing reliable evidence that this purchase has been made in airport duty free shops or on board an aircraft on the day(s) of the trip. The administration of the airline may decide to impose additional measures to ensure security on flights with an increased risk, as a consequence of which it may prohibit the transportation in the cabin of the following items: corkscrews, hypodermic needles (if no medical basis is given), knitting needles, scissors with blade length of less than 60 mm, folding (without a latch) travel and pocket knives with a blade length of less than 60 mm.

4. Articles and substances which may be carried as passenger baggage with the permission of the Carrier:

- a) small bottles (up to 10 kg) containing gaseous oxygen or air required for medical purposes;
- b) wheelchairs for transporting the sick and other battery-operated mobile aids equipped with non leaking batteries and carried in checked baggage, provided the battery terminals are

protected against short circuits and the battery is securely attached to the wheelchair or mobility aid;

c) wheelchairs for transporting the sick and other battery-operated mobility aids equipped with non leaking batteries and carried in checked baggage, provided that the wheelchair or mobility aid can always be loaded, positioned, secured and unloaded in an upright position, and provided that the battery is disconnected, battery terminals are protected against short circuit and the battery is securely attached to the wheelchair or mobility aid.

If the wheelchair or mobility aid cannot be loaded, unloaded or mounted in a vertical position, the battery must be removed. Then the wheelchair or mobility aid can be transported without restriction as checked baggage. The removed battery must be transported in strong, rigid packaging, where:

1) packaging should prevent the possibility of leakage or the passage of battery fluid, and must also prevent the possibility of overturning by means of its attachment to a pallet or securing in freight compartments using appropriate fastening such as long belts, braces or supports;

2) batteries must be protected against short circuits, secured upright in their packaging and wrapped in a sufficient quantity of compatible absorbent material to completely absorb their total liquid contents;

3) such packaging should bear a label indicating the positioning of the pack and marked 'liquid battery with a wheelchair' or 'liquid battery with a mobility aid', and indicating the corrosion risk.

The pilot in command must inform the passenger of the location of the wheelchair for the transportation of the sick or the mobility aid with an installed battery, or of the location of the packed battery.

It is recommended that the passenger coordinate his actions with the Carrier in advance, including the installation of vent plugs for batteries which may leak to prevent leakage;

d) only in hand baggage, a mercurial barometer or mercurial thermometer carried by a passenger who is an employee of the federal executive authorities in the field of Hydrometeorology. The barometer or thermometer must be packed in strong outer packaging that contains a packed inner liner or bag of strong puncture-proof or impervious material that does not allow the passage of mercury and that prevents the escape of mercury from the package irrespective of its position. The Carrier (pilot in command) must be informed of the presence of a barometer or thermometer;

e) two small cylinders of carbon dioxide or other suitable gas pertaining to category 2.2 of the ICAO TI, by only one passenger, inserted into a self-inflating life jacket for inflation purposes, plus no more than two spare cartridges;

f) heat-causing products (i.e. battery-powered equipment, such as underwater lights, and soldering equipment, which if accidentally activated will generate extreme heat and can cause fire) may only be carried in hand baggage. The heat component or energy source must be removed to prevent unintended functioning during transport.

5. Passengers are recommended not to include the following items in checked baggage: fragile or perishable items, current money, jewellery, precious metals, computers, electronic communications, bonds, securities and other valuables, business documents, passports, identity cards, keys and other similar items.

6. The passenger is liable for the transportation in his baggage of items prohibited for carriage or presented for carriage without heeding the requirements and conditions of carriage established by these rules.

6.10. Transportation of weapons, ammunition and special equipment

1. The air carriage of weapons, ammunition and special equipment (hereinafter weapons) is carried out in accordance with the laws of the Republic of Kazakhstan and normative documents of federal executive bodies based upon them, the laws of other countries, and international treaties of the Republic of Kazakhstan.

2. The transfer carriage of all types of weapons and ammunition is prohibited.

3. The passenger may not have the following items with him in the cabin during the flight:

- all types of firearm, gas spray gun, air gun, cold gun and mechanical gun;
- pistols, revolvers, rifles, carbines and other firearms, gas spray guns, air guns, electroshock devices and their imitators;
- all model and replica weapons (including children's toys);
- crossbows, underwater guns, swords, sabres, broadswords, scimitars, cutlasses, swords, rapiers, bayonets, daggers, dirks, stilettos, knives (hunting, assault, Finnish, bayonets, knife out blades, knives with locks, and household knives) regardless of their purpose;
- explosives, explosive materials and objects filled with them: any type of powder in any package and any quantity; military ammunition (including small-calibre) cartridges for gas spray guns, percussion caps (hunting caps); pyrotechnics: signal and illumination flares; signal cartridges, planting bombs, smoke ammunition, bombs, demolition matches, sparklers, rail detonators, TNT, dynamite, tolite, ammomonal and other explosives, percussion caps – detonators, electrodetonators, electric igniters, detonating cords and time fuse cords.

4. Passengers with weapons that they are entitled to keep and bear must hand the weapon over to the carrier at the airport of departure for temporary storage during the flight. The weapon will be issued to the passenger at the end of the flight at the destination airport.

5. The transportation of weapons by persons in office is permitted only on the basis of permission granted and subject to the laws of the country to, from or through the territory of which transportation takes place.

If the aircraft route passes across a state border, the matter of carrying of arms on board must be settled by the passenger in advance with the relevant authorities of the states concerned in order to comply with the laws and regulations operating in those states. The passenger should have permission from the competent authorities of the state in question to enter the country with weapons.

6. The acceptance of a weapon for carriage, the preparation of the necessary documents, and the delivery of the weapon to the aircraft at the departure airport and its issue at the destination airport should be performed by staff of the Aviation Security Service (ASS).

7. The acceptance of weapons from a passenger for temporary storage during a flight shall be drawn up in an act made out in triplicate and signed by the owner of the weapons and an ASS officer. The first copy of the act shall also be signed by the carrier and remain at the departure airport in the ASS, the second copy shall be given to the carrier, and the third shall be issued to the passenger for the purpose of the weapon's collection at the destination airport. The ASS employee shall inform the passenger who owns the weapon of procedure for its collection at the destination airport.

8. Employees of the Federal Security Service of the Republic of Kazakhstan and the State Courier Service of the Republic of Kazakhstan, having the relevant travel orders, and in the course of performing their duties, as well as the armed forces and other paramilitary organizations that have the relevant travel orders and are accompanying escorted persons, shall not submit their weapons for temporary storage during the flight.

9. Weapons shall be transported in packaged form, in a locked and sealed metal box, which should be isolated in the baggage or freight compartment of the aircraft.

10. Long-barrelled weapons whose dimensions in a disassembled state do not allow them to be placed in a (standard) metal lock box, should be transported in isolated baggage or freight compartments of the aircraft in the passenger's packaging and sealed by the ASS (special packaging, box, case, cover), which meets the requirements of aviation security.

11. The weapon shall be returned to the passenger at the destination airport by the Aviation Safety Officer upon presentation by a passenger who owns the weapon of the third copy of the report, as well as a document proving his identity, a document giving the right to carry and bear arms and, if necessary, the appropriate permission for its import/export to the Republic of Kazakhstan.

12. Any weapon that is left unclaimed by the passenger at the destination airport shall be handed to the police by a member of the Aviation security service.

6.11. Declaration of baggage value

1. Baggage with a declared value can be presented for carriage by a passenger. The declared value of the baggage must not exceed the actual value of the baggage. Upon

declaration by a passenger of the value of baggage submitted for carriage, the Carrier is entitled to demand that the passenger present the contents of the baggage for inspection and, where there is an apparent discrepancy between the insured value and the contents of the baggage, to set its real value or to refuse to accept baggage for carriage at the declared value.

2. The passenger has the right to declare the value of their checked baggage at the point of departure. The value of checked baggage may be declared separately for each piece of baggage.

3. The charge for the declared value of baggage is 10 (ten) percent of the declared value and is payable at the point of departure.

4. All items accepted for carriage as baggage with a declared value must be in proper packaging which prevents access to their contents.

6.12. Packing of baggage

1. Each piece of checked baggage must have proper packaging to ensure its safety during transportation and handling and to exclude the possibility of injury to passengers, crew or third parties, as well as to prevent damage to the aircraft and to the baggage or property of other passengers.

2. Baggage that does not meet the carriage requirements shall not be accepted.

3. **The combination in one baggage item of two or more items having individual labels is not permitted.**

4. Baggage whose packaging contains sharp, protruding objects, as well as baggage in defective packaging, shall not be accepted for carriage.

5. Baggage with external damage that does not affect its safety during transportation and whose handling cannot cause harm to passengers, crew or third parties, damage to the aircraft or to the baggage or property of other passengers may be accepted for carriage as checked baggage with the Carrier's consent. The presence and type of damage shall be confirmed by the passenger's signature.

6. The Carrier is entitled to refuse to accept baggage as checked baggage if the said baggage is not placed in packaging that ensures its safety in normal conditions of handling.

6.13. Baggage Claim

1. The Carrier is obliged to provide the passenger with information on the delivery location of checked baggage at the airport of destination, stopover or transfer, as well as on the reason and duration of any delay in the delivery of baggage, and to ensure that baggage is issued to passengers.

2. Passengers are obliged to collect their checked baggage after it has been presented for collection by the Carrier at the point of destination, stopover or a transfer on the basis of the baggage check and the coupon from a numbered baggage tag.

3. Baggage should be claimed at the airport to which the baggage has been accepted for carriage. However, at the request of passengers, baggage may be also be issued at a point of departure or at an intermediate landing point, if the delivery of baggage at these locations is not prohibited by governmental regulations and if time and circumstances allow. If baggage is issued at a point of departure or at an intermediate landing point, all amounts previously paid to the Carrier in connection with the carriage of baggage are not refundable.

4. If the person laying claim to the collection of his baggage is unable to produce a baggage check and coupon from a baggage tag, the Carrier can issue baggage to such an individual only if the said individual is able to present documents proving his identity and give sufficient evidence of his rights to the baggage. A statement must be drawn up in relation to such baggage.

6.14. Storage and disposal of baggage

1. Passenger baggage on which the baggage tag is missing and whose owner cannot be established shall be deemed undocumented baggage.

Unclaimed baggage is baggage which has not been claimed by a passenger upon arrival at the airport (point) of destination indicated in the baggage tag;

2. Unclaimed baggage is stored by the airline or airport within six months of its date of delivery. After this period the unclaimed baggage is destroyed.

3. Perishable foods in unclaimed or undocumented baggage shall be destroyed in the event of spoiling. The impossibility of their further storage and the fact of their destruction shall be recorded in a report.

4. Hand baggage that is left behind or forgotten by a passenger on board an aircraft is stored at the destination airport for the same time and in the same storage conditions as undocumented and unclaimed baggage.

6.15. Left, forgotten or mishandled baggage

1. The Carrier or Service Provider must take all necessary measures to find baggage if a passenger, upon arrival at his point of destination, stopover or transfer, has not received his baggage and has stated in writing in the appropriate form while still in the baggage claim area that the said baggage has failed to arrive.

In cases of a delay in delivery of baggage, or of its insufficiency, damage or loss, as well as in the event of the issue of baggage without the presentation of a baggage check and the coupon from a numbered baggage label, a statement of failure during carriage should be drawn up and signed by the airline and the recipient of the baggage.

For a delay in the delivery of baggage, the airline shall pay the baggage recipient a penalty of 10% of the value of the ticket for each day of delay, but not more than 50% of the ticket price.

2. If the checked baggage is found, the Carrier shall notify the owner of the checked-in baggage and shall deliver him to the airport (point) specified by the passenger and, at the passenger's request, to an address specified by him, at no extra charge.

6.16. The carrier's liability for loss, deficiency, and (or) damage (or deterioration) of baggage, freight and passenger belongings

The Carrier shall reimburse losses connected with insufficiency and (or) damage (deterioration) to checked-in baggage or freight unless he proves that the loss, insufficiency or damage (deterioration) of freight or baggage was not his fault. Reimbursement shall be made as follows:

1) loss or insufficiency of baggage or freight accepted for carriage without declared value – at the amount prescribed by the contract of carriage (20 US dollars per 1 kg.)

2) loss or insufficiency of baggage or freight accepted for carriage with a declared value - at the amount of the declared value;

3) damage to baggage or freight - at the amount by which the value of the baggage or freight has fallen or, if the damaged freight or baggage cannot be restored, at its full value.

For loss, insufficiency, and (or) damage (deterioration) to a passenger's belongings, the carrier shall reimburse losses at the amount by which the value of the said belongings has fallen if the passenger is able to prove that the damage has been caused by the actions of the carrier.

The carrier's liability for loss, insufficiency, and (or) damage (deterioration) to checked-in baggage, freight, or passenger belongings on international flights is determined in accordance with international treaties ratified by the Republic of Kazakhstan.

If the loss, insufficiency, and (or) damage (deterioration) to baggage, a part of freight or of any item included in the above affects the value inscribed in the same baggage check or air waybill of the baggage or freight, the total cost of the given baggage and (or) freight should be taken into account when deciding the amount of compensation due.

In addition to reimbursing established damage caused by loss, insufficiency or damage (deterioration) to freight or baggage, the Carrier shall return to the sender (recipient) any freight fees charged for the carriage of the lost, insufficient, deteriorated or damaged baggage if such a

payment is not included in the value of goods.

6.17. The carrier's liability for loss, insufficiency, and (or) damage (deterioration) in the delivery of postal items

The Carrier shall be liable to postal organizations for loss, insufficiency or damage and delay in the delivery of postal items which occur at the fault of the carrier at the amount at which the post office is liable to its senders or recipients.

Section 7. Supporting information

7.1. Passenger service on board the aircraft

1. The Carrier should have trained staff on board the aircraft in sufficient numbers to serve the passengers, including to perform first aid and ensure flight safety in accordance with the applicable rules and regulations of civil aviation.

2. On board the aircraft the Carrier shall ensure that:

- passengers are informed of flight conditions and rules of conduct on board the aircraft;
- passengers are informed of the locations of main and emergency exits, as well as of conditions for departure from the aircraft in emergency situations;
- passengers are informed of the locations in the cabin of personal protective equipment and inflatable chutes;
- passengers are provided with cold/hot drinks and food;
- first aid is provided where necessary;

3. The Carrier should provide passengers with a range of services on board the aircraft depending on the type of aircraft and its equipment, the duration of the flight, the time of day at which the flight takes place, and the class of service indicated in the document of carriage. The Carrier shall provide the passenger with the following services:

- 1) an information and reference service;
- 2) personal service;
- 3) medical care;
- 4) service with soft implements and facilities for the convenience of passengers in flight;
- 5) service with drinks and / or food;
- 6) service with periodicals.

4. During horizontal flight on board the aircraft, passengers shall be given free food in accordance with the class of service, type of aircraft, and taking into account the duration of the flight and the time of day. The carrier reserves the right to serve "cold food" passengers no matter what the time of day and duration of flight in an aircraft of a type that does not allow the use of specialized equipment on board to serve hot meals to passengers in accordance with safety standards.

5. ***Smoking on board is strictly prohibited. Smoking at the airport is only allowed in specially designated areas.***

6. When on board an aircraft of the airline, passengers are entitled to:

1. demand the provision of all services under the terms of the contract of carriage;
2. appeal to and demand the protection of airline workers if their life, health, honour or dignity are threatened.

When on board an aircraft of the airline, passengers are obliged to:

1. comply unconditionally with the recommendations of the pilot in command and other crew members;
2. place their hand baggage and personal belongings in specially designated areas;
3. keep their seatbelts fastened while the 'Fasten seat belts' sign is lit (passengers are recommended to keep their seatbelts fastened throughout the flight);
4. observe generally accepted rules of conduct in public places.

When on board an aircraft of the airline passengers are forbidden to:

1. create situations that endanger flight safety or the life, health, honour and dignity of other passengers and aircraft personnel or to allow the occurrence of any verbal abuse and, especially, physical violence towards them;
2. drink alcoholic beverages with the exception of those offered on board by the airline;
3. smoke during the flight;
4. use safety equipment unless specifically instructed by the crew;
5. use radiotelephones, radio sets, radio transmitters, televisions, remote control toys, or wireless network devices (wireless phones must be turned off no matter where they are - in baggage or hand baggage) for the duration of the flight;
6. use laptop computers, portable computer printers, camcorders, cinecameras, reproducing units (tape recorders, CD players and cassettes, laser and other devices), cameras, electronic toys, electric razors, and appliances in whose construction LEDs are used during taxiing, takeoff, climb, descent and landing.
7. create conditions that cause discomfort to other passengers and impede the work of crew members;
8. damage property belonging to the airline and (or) remove it from the aircraft.
9. get up from their seats and move about the cabin during taxiing of the aircraft along the ground, or during its climb and descent where the 'Fasten seat belts' sign is lit.

Passenger liability for the violation of these Rules is provided:

1. in accordance with the laws of the Republic of Kazakhstan on domestic routes within the Republic of Kazakhstan;
2. in accordance with the requirements of international air law on international flights (in particular - the International Convention on "Offences and Certain Other Acts Committed on board aircraft", signed in Tokyo in 1963 and ratified by 166 countries).

7.2. Passenger and baggage registration prior to departure

1. Passengers with a ticket should complete the registration process, baggage processing, and aviation security control at the airport of departure or other point specified by the Carrier. For carriage on international routes passengers must also pass through customs control, border control and, if necessary, sanitary-quarantine, immigration, veterinary, phytosanitary and other controls.

2. The passenger should arrive at the ticket registration and baggage processing point in sufficient time to undergo the established pre-flight formalities (registration procedures, payment of excess baggage, undergo inspection, customs, border and other formalities and the registration of exit and entry documents), as well as boarding and the loading of baggage onto the aircraft. Registration at the airport for flights run by the airline SCAT closes 40 minutes prior to departure time. The time at which registration commences and ends in a city terminal is established separately and reported to the Passenger when tickets are issued. The time at which registration in a city terminal ends is determined by the time required for the delivery of passenger and baggage onto the aircraft at the airport of departure. The time at which boarding ends is established at each airport, depending on its capabilities, and reported to the passenger upon registration.

3. In order to ensure flight safety, passengers, baggage (including passenger belongings), and freight undergo a mandatory pre-flight inspection and post-flight inspections if necessary.

The pre-and post-flight screening of passengers and baggage (including passenger belongings) is undertaken at the airport by official employees of the aviation safety authority and the staff of the department of internal affairs on transport where pre-and post-flight inspections are conducted.

Disabled passengers (on crutches, in wheelchairs, on stretchers and passengers with stimulated heart activity) are to be searched manually, while their attendants are to undergo screening on the same basis.

For aircraft flights, pre-flight inspection is conducted after the registration of passengers and the performance of border, customs, sanitary-quarantine, immigration, veterinary, phytosanitary and other controls.

If a passenger refuses to be screened, the Carrier is entitled to terminate the contract of carriage unilaterally, making compensation for carriage in accordance with these regulations and the Carrier's fare rules.

4. The passenger must present a document proving his identity in order to undergo check-in procedure and baggage processing.

The following documents may be used to prove the identity of a passenger:

- passport of a citizen of the Republic of Kazakhstan (RK);
- foreign RK passport, General Civil passport, diplomatic passport, service passport;
- national passport of a foreign citizen;
- RK residency permit for stateless persons;
- birth certificates for citizens of the Republic of Kazakhstan aged up to 16 years;
- a temporary identity card of the Republic of Kazakhstan;
- a laissez-passer to the country of the passenger's nationality;
- the military card of RK military personnel serving by conscription or under contract, with a record of service;
- travel documents of stateless persons and refugees;
- international pass for official travel;
- a certificate of release from incarceration for persons released from prison;
- a certificate issued to a convicted person who has received permission for long or short-term travel outside the prison.

Also, where necessary, the passenger must carry documents attesting to any special conditions of carriage for the passenger and his baggage (power of attorney for the child, medical certificate, veterinary certificate, etc.).

5. At check-in a passenger is issued with a boarding pass which includes the initials and surname of the passenger, his flight number, departure date, the final boarding time for the flight and the seat number on board the aircraft. If necessary, the boarding pass may also provide other additional information.

6. A passenger may board an aircraft after presenting his boarding pass on the appropriate flight.

7. For international travel the passenger should have necessary exit, entry and other documents drawn up in due order in accordance with the laws of the country to, from or through the territory of which carriage will occur.

8. A passenger who is late for check-in or boarding shall not be permitted to travel on the given flight.

9. The Carrier is not responsible for problems connected with relations between the Passenger and government services (customs, border, immigration, etc.) unless otherwise stipulated by international or national legal instruments of the country of origin, transfer, stopover or entry. However, the Carrier has the right to check all the necessary documents at check-in prior to the acceptance of the passenger and his baggage for carriage.

Section 8. Procedure for the carriage of freight

1. A bill of lading is a document certifying the conclusion between the airline and the sender of an Air carriage agreement for freight, as well as stipulating the conditions of carriage and the acceptance of freight by the airline.

2. The bill of lading is drawn up and signed by the sender and presented to the airline together with the freight.

3. The airline shall be responsible for recording data concerning fares and charges in the bill of lading.

4. The airline requires the sender or his agent to complete additional bills of lading if the shipment consists of more than one item.

5. At the request of the sender, the airline can independently complete a bill of lading.

6. The data on the bill of lading concerning the weight, dimensions and packing of the freight and the number of packages shall be deemed reliable unless proved otherwise by the airline. Data on the quantity, volume and condition of the freight is considered reliable only if verified by the airline in the presence of the sender and indicated in the consignment note, or if the data relates to the appearance of the freight.

7. If the outer appearance, packaging or condition of the goods is not satisfactory, the sender shall describe the actual appearance and condition of the freight in the bill of lading. If the freight presented for shipment has special properties or requires special conditions of carriage, the sender shall indicate thus in the bill of lading. However, if the sender does not follow these instructions, the airline can make a note in the bill of lading regarding the actual appearance and state of the freight, its special properties and conditions of carriage, or clarify a previous record, authenticating such a correction with his signature and stamp.

8. The sender is responsible to the airline for the completeness, correctness and accuracy of the information specified in the consignment note, including in cases where the bill of lading was completed by the airline at the request of the sender.

9. The sender shall compensate any damage caused to the airline by the incorrectness, inaccuracy or incompleteness of the data indicated in shipping documents.

10. The absence, incorrectness or loss of the bill of lading shall not affect the existence or validity of the contract of carriage.

11. Any corrections or changes made to the bill of lading by anyone other than the airline or its agent shall be repealed.

12. The reservation of a volume of freight is a necessary condition for its carriage.

13. A preliminary reservation of the volume of freight should be made for the purpose of its carriage. Freight may be accepted without a preliminary reservation for carriage on certain routes by weight or by volume, as agreed upon with the airline.

14. The reservation of a volume of freight entitles the sender to dispatch freight only on the particular day and flight on which the volume was booked and between the points agreed upon between the sender and the airline at booking. The reservation of freight is deemed provisional until the airline issues a bill of lading to the sender.

15. The sender's request to reserve a volume of freight should include the following information:

1) name of the freight, number of items, total mass and volume;

2) the size of each item;

3) the route, flight and date of departure;

4) the name and number of the document guaranteeing payment for transportation;

5) the special characteristics of goods requiring special conditions or precautions for transportation and storage.

16. If the route requested by the sender is unacceptable to the airline, the latter shall select a route at its own discretion with the consent of the sender.

17. A request to reserve a volume of freight shall be deemed to have been accepted by the airline upon notification of the sender or airline submitting the application that a reservation has been made.

18. A reservation on a certain flight is not valid if:

1) the sender has not paid an advance in the amount and terms prescribed by the documents of the airline;

2) the sender has not been issued with a bill of lading for transportation of freight.

19. If the sender does not deliver the freight in time or delivers it with incorrectly executed documents, or if he fails to prepare the goods for shipment, the airline can cancel the reservation previously made from the relevant airport.

20. For a delay in the delivery of freight the airline shall pay the recipient a penalty of 5% for transportation for each day of delay, but not more than 50% of carriage charges.

21. Costs for communications made by the airline at the request of the sender which relate to the carriage of goods and reservations, except for communications relating to the initial reservation, are paid for by the sender.

22. The freight is accepted for carriage under the following conditions:

- 1) the import, export or transit of freight is performed in accordance with the regulations of the country to, from or through the territory of which carriage takes place;
- 2) the dimensions of the freight should facilitate its easy loading, unloading, and placement in the freight compartments of the aircraft, and also allow it to be secured in place;
- 3) in the event of carriage on scheduled passenger aircraft, the weight and dimensions of freight shall not exceed the limits set by the rules of the airline;
- 4) supporting documents shall be attached to the freight;
- 5) the freight shall not create a hazard for the aircraft or the people and property upon it, and shall not create inconvenience for passengers as a result of its properties.

23. Freight that is in excess of established limits on weight and dimensions can only be accepted for carriage with the consent of the airline.

24. The packing of freight shall take account of its special properties so that, given normal treatment, its safety in transit shall be guaranteed and the possibility of harm to persons or damage to other freight or property of the airline shall be excluded.

25. Packages or containers with a declared value that are submitted for transit shall be sealed by the sender.

Seals should be standard and should be clearly marked with numeric and alphabetic characters. The bill of lading shall contain a note regarding the sealing of the freight and shall specify the name of the sender's seals.

26. Each piece of freight in transit shall display dispatch and transport markings and/or special labelling to reflect the special conditions of carriage for the freight.

Markings shall be made in accordance with airline regulations developed on the basis of the standards of the International Civil Aviation Organization (ICAO) and International Air Transport Association (IATA), and must contain the following information:

- the names of the airports of departure and destination;
- the exact addresses of the recipient and sender;
- the gross weight of each item.

27. The sender shall be responsible for any failure to comply with conditions for the acceptance of freight for carriage. The sender shall release the carrier from any liability arising from the Air carriage agreement or expenses that may arise as a result of the inclusion by the sender in the freight shipment of items prohibited for carriage by the laws and regulations applicable in the respective countries, or in consequence of an absence, insufficiency or irregularity in the information relating to marking, weight, number of items, address, description of the goods or the quality of packaging, or due to a lack, delay or irregularity in customs permits or other required documents.

28. The airline shall refuse to accept freight for shipment if it does not meet the requirements set out in paragraph 95 of these Regulations.

29. Transfer freight may be transported only after receipt of a confirmed booking for a volume of freight for the entire route of carriage.

30. Transfer freight shall arrive at the transfer airport in sufficient time to allow the performance of procedures for the transfer of freight from one flight to another.

31. The weight, dimensions and properties of transfer freight dispatched through airports in the Republic of Kazakhstan open to international flights which is destined for domestic airports must be fully compliant in view of its potential carriage on aircraft which operate on domestic routes, and must fulfil airline regulations and existing conditions and opportunities for its storage at the transfer airport.

32. The airline may change the route of carriage for freight as specified in the bill of lading without changing the destination, unless otherwise agreed with the sender or recipient.

33. If shipment of the freight is delayed for reasons independent of the airline at any point prior to the commencement of transit or in the course of transit, the airline should send notification to the sender at the address specified in the bill of lading, place the freight in a warehouse, deliver the freight to the customs office and also place it on another mode of transport for further transportation to the recipient's address.

34. Subject to his fulfilment of all obligations arising out of the Air carriage agreement for freight and subject to his compliance with the regulations, the Sender may:

- 1) collect the freight at the point of departure or destination;

- 2) detain the goods at an intermediate point;
- 3) change the recipient specified in the bill of lading;
- 4) demand the return of the goods to the point of departure.

35. The shipment shall be disposed of when the airline is presented with the copy of the bill of lading issued to the sender. All instructions for the disposal of the freight shall be made out in writing.

If as a result of the freight's disposal the name of the recipient is altered, the new recipient shall be the individual whose name is specified in the bill of lading.

36. Any changes in the terms of the contract of carriage shall be entered into the bill of lading.

37. If the shipment cannot be disposed of, the airline may refuse to dispose of it, concerning which it shall notify the sender immediately.

38. Upon the arrival of the freight at its destination, the recipient shall request that the airline issue him with the freight and the bill of lading.

39. Disposal of the freight ends when the freight arrives at its destination and the recipient collects the freight, requests the delivery of the freight, or takes any other actions which indicate his acceptance of the goods.

40. The freight shall be handed over to the recipient specified in the consignment note or to the person authorized by him.

41. The airline shall hand the freight over to the recipient only on the basis of a document confirming the receipt of freight and after the performance of all conditions specified in the bill of lading and these Regulations.

42. In the absence of the recipient, the delivery of freight to a state authority shall be deemed on a par with its delivery to the recipient on the condition that the airline sends documents to the sender or recipient proving the said release of the freight.

43. With the exception of cases where freight is subject to further carriage or return, notice of the arrival of freight shall be sent to the recipient or the person specified in the appropriate column of the bill of lading within 12 hours of the arrival of the aircraft, and within 3 hours for perishable goods, dangerous goods or animals.

Notification shall be sent by mail or by other means of communication.

The airline is not responsible for the non-receipt or a delay in receipt of such notification.

44. If the sender (recipient) and the airline have not agreed to deliver the freight to the recipient's address, the recipient shall receive the freight at the destination airport.

45. If the recipient refuses or fails to receive freight that has arrived at its point of destination, the airline shall take steps to comply with the instructions of the sender given in the bill of lading or received from him after notification has been given of the impossibility of delivery to the recipient. If no such instructions have been given or if the instructions cannot be followed, the airline shall:

1) give the sender notice of non-receipt by the recipient of the freight and await further instructions from the sender;

2) return the freight to the sender after storing the goods for 30 days in the absence of instructions from the sender.

Section 9. Rules for the transportation of HR

SCAT airline permits transportation of 'HR' in exceptional cases, upon request and after mandatory consultation with the airline. For the given air transit a higher coefficient fare of 2.5 per 1 kg of the set freight fare on the route will be charged.

List of supporting documents for air transit to a burial site:

- a document certifying the identity of the deceased (copy certified by a notary)
- conclusion from a medical institution on the cause of death

- certificate giving permission for transit from the local sanitary-epidemiological station (according to the place of death)
- a medical certificate of embalming
- act on the sealing of a zinc coffin and the absence of other contents (with signature of a representative of the local authorities/ police)

Addition: For carriage by air of the deceased, the corpse must be placed in a zinc-plated, hermetically sealed coffin filled on the inside with an absorbent substance. The metal coffin should be placed in a sturdily built wooden box for baggage transportation. The dimensions of the wooden box should not exceed a width of 750mm, a height of 600mm, and a length of 1900mm.

Section 10. The rights of the carrier, passenger and consignor

10.1. The rights of the Carrier

The Carrier has the right without notice to cancel, delay or reschedule the departure of an aircraft to leave at any other time, to change a scheduled (by a flight plan) route of carriage, and also to change the point of embarkation, if such actions are necessary to ensure the safety of flights and Aviation Security, or at the demand of government agencies in accordance with their competence.

2. The Carrier shall unilaterally terminate the Air carriage agreement of passengers if:
- 1) the passenger refuses to undergo screening prior to the flight of the aircraft as prescribed by Article 107 of the Law of the Republic of Kazakhstan dated July 15, 2010 'On the use of the airspace of the Republic of Kazakhstan and on aviation activity';
 - 2) the passenger violates the provisions of these Regulations, and (or) takes actions that threaten the safety of the aircraft;
 - 3) the passenger is in an alcoholic, narcotic or toxic state of intoxication and his mental or physical condition poses a threat to the health of the passenger himself or to the safety of persons and property on board the aircraft, or shall cause discomfort to other passengers.
- The state of a passenger's alcoholic, narcotic or toxic intoxication is confirmed by medical examination in accordance with the laws of the Republic of Kazakhstan in the sphere of healthcare.

If a passenger is denied boarding for the reasons set out in paragraph 2.2 of this Regulation, payment for the unused ticket or part of it shall be returned to him in accordance with the terms of the fare rules.

- 4) a passenger's belongings or baggage/freight contain items or substances whose air carriage is prohibited.
- 5) there is violation by the passenger, freight owner or consignor of passport, customs, sanitary and other requirements established by the law of the Republic of Kazakhstan pertaining to air carriage, as well as rules set out by the relevant authorities of the country of departure, destination or transit;
- 6) an aircraft passenger refuses to pay for the carriage of baggage whose weight exceeds the free baggage allowance and transportation allowance and is subject to compulsory payment;
- 7) an aircraft passenger fails to pay for the carriage of a child travelling with him under the preferential fare, except for the free transportation of a child not older than two years where the said child is not given a seat;

10.2. The rights of passengers and consignors

Rights and obligations of passengers

1. Passengers have the right:

to buy tickets for any air routes open to passenger traffic;
to obtain a seat according to the ticket purchased;
to carry with them free hand baggage and baggage within the established norms;
to services provided by this Law and other laws of the Republic of Kazakhstan in the event of an interruption to travel through the fault of the carrier, or the delay or cancellation of a flight due to the late arrival of the aircraft or a change in the route of transportation;
to any other rights provided by the laws of the Republic of Kazakhstan.

2. Passengers are obliged:

to observe the Regulations for the carriage of passengers, baggage and freight by air transport and to avoid actions that endanger the safety of the aircraft;
not to create obstacles to the performance by aviation personnel of their duties;
to incur other obligations in accordance with the laws of the Republic of Kazakhstan.

2. Unilateral termination of the passenger's Air carriage agreement

Passengers have the right to unilaterally terminate the Air carriage agreement and to voluntarily refuse carriage at the initial airport, transit airport, or transfer airport by notifying the carrier.

In the event of a voluntary refusal of carriage the passenger shall return the ticket in accordance with the Carrier's fare rules.

When compelled to refuse carriage to a passenger the Carrier is obliged to send the passenger (freight) on one of the next flights travelling to the destination specified in the passenger's document of carriage with his consent, or reimburse the passenger with the cost of carriage or a part of the cost of carriage for the unused part of carriage, without additional charge.

Section 11. The carrier's liability for delay or cancellation of a flight.

In the event of a disruption to carriage at the fault of the airline, the delay or cancellation of a flight due to the late arrival of the aircraft, or a change in the route of transportation, the airline shall arrange the following services for passengers at points of departure and intermediate points:

- 1) provision (where present) of a room to a mother and child or a passenger with a child under seven years;
- 2) two telephone calls, including international calls, of no more than five minutes each, or two emails when waiting more than two hours for a flight;
- 3) the provision of refreshments when waiting more than two hours for a flight;
- 4) the provision of hot meals when waiting more than four hours for a flight:
every six hours - in the daytime;
every eight hours - at night;
- 5) hotel accommodation is provided by the airline while waiting more than eight hours for departure of a flight in the daytime and more than six hours at night;
- 6) transportation from the airport to the hotel and back in a vehicle provided by the airline where the hotel is provided without additional charge.

At a passenger's request, he may be issued with a letter or given a special mark on his ticket by a designated official of the airline describing the reasons for delay in carriage.

42. The airline shall reimburse losses or expenses incurred by the passenger as a result of or in connection with the provision of such services to him.

43. In the event of a delay in the passenger's carriage caused by the airline, the airline shall pay the passenger a penalty of 3% of the ticket cost (for the air leg on which the delay occurred) for each hour of delay.

The fine may not exceed the purchase price of the ticket (for the air leg on which the delay occurred).

If the airline cancels, disrupts, puts off or delays any flight then, in consultation with the passenger, the airline shall transport such a passenger on a different flight or allow another airline to transport him, or shall refund the cost and reimburse losses incurred by the passenger in consequence of the termination of the agreement.

Section 12. Transportation of deported passengers and passengers who are administratively expelled from the Republic of Kazakhstan

1) Passengers arriving in Kazakhstan, leaving Kazakhstan or travelling in transit / transfer with a stopover in Kazakhstan, as well as baggage and goods imported into and exported from the Republic of Kazakhstan, are subject to the passport, customs and other regulations established under the laws of the Republic of Kazakhstan.

2) When undergoing border, customs, sanitary-quarantine, veterinary, phytosanitary and other controls, the passenger and consignor (consignee) must comply with laws and other regulations and meet the requirements of the relevant regulatory authorities of the country from (to) or through whose territory the passengers, baggage and freight are being carried, and meet the requirements of aviation security, customs, sanitary-quarantine, immigration, veterinary, phytosanitary, and also currency and other types of control.

3) The regulation of relations between state regulatory agencies and the passenger/consignor (consignee) arising from the international air carriage of passengers, baggage and freight is solely the responsibility of the passenger/consignor (consignee) and not the responsibility of the Airline.

4) A passenger about whom a decision concerning the undesirability of stay in Kazakhstan has been made is obliged to leave the Republic of Kazakhstan in the manner provided by law.

5) A passenger who fails to leave the territory of Kazakhstan within the prescribed period is subject to deportation.

Deportation is the forced expulsion of foreign citizens (stateless persons) from the Republic of Kazakhstan in the event of the loss or termination of the legal grounds for their continued stay (residence) in Kazakhstan.

6) The deportation of foreign nationals is implemented by the migration service in conjunction with internal affairs agencies and other executive authorities and their territorial bodies, within the range of their competence.

7) If competent public authorities require the Carrier to return a passenger to the airport of departure or another airport in the event that the passenger has been refused entry to his country of destination, transit or transfer, the passenger or inviting organization is obliged to reimburse the Carrier for all costs incurred in connection with such carriage.

8) The Passenger shall also reimburse the Carrier for other expenses (payment of fines, bail) incurred by the Carrier in connection with the refusal to allow a passenger to enter the country of destination, transit or transfer.

9) The Carrier has the right to claim damages and use for payment of the relevant fare and the reimbursement of all expenses related to the deportation of the passenger at the request of the competent authorities, any amounts deposited by the passenger or his inviting organization for unused carriage, or any other amounts paid by the passenger or organization paying for transportation that are in the possession of Carrier.

10) The Carrier has the right to be informed of the causes of expulsion, as he bears the responsibility and obligation to ensure the safety of his passengers, and may therefore:

- insist that deportees are accompanied by representatives of the competent authorities, who should purchase tickets issued at the current fare;
- refuse to accept deportees for carriage on its flights.

11) If the public authorities oblige the Carrier to return deported passengers to the point of departure or another point, the passenger or the organization responsible for deporting him shall be required to reimburse the Carrier for all expenses incurred in connection with such carriage.

Passengers denied entry into the country

1) Passengers who are denied entry into the territory of a foreign state and the RK shall be transported in accordance with international law in the field of civil aviation.

2) Competent authorities shall draw up an 'Act of deportation' for passengers who have arrived on one of the Carrier's flights but have not received clearance to enter the country due to the lack of a visa, an expired passport, etc., or whom the competent state authorities have decided to deport from the country.

3) A passenger denied entry into the country is responsible for the reimbursement of all costs incurred by the Carrier (and other participating exporting carriers, if present) associated with return carriage, accommodation and meals at the point where entry was denied and at points of transfer on the return route.

4) The Carrier shall be entitled to pay any expenses incurred by him using any money already paid by the Passenger or the Passenger's inviting organization that is in the Carrier's possession, in particular, money paid for air carriage and other services of the Airline.

5) A ticket for a passenger who is denied entry into the country or deported from it is issued on the basis of an 'Act of deportation' in accordance with the Carrier's technology.

Fare rules.

Section 1. General Provisions

1.1. Application of the rules

- 1.1.1. These rules govern conditions for the application of fares and also regulate procedure for the calculation of fare components for the sale of passenger flights on domestic and international routes belonging to SCAT Airline JSC.
- 1.1.2. These rules and all regulations and documents governing fare rules that were published in the course of their development are subject to alteration by the airline without prior notice. However, if carriage is underway or has already been performed, such changes do not apply to the flight in question.
- 1.1.3. All questions relating to the application of these Rules and arising out of relations between passengers and officers on duty shall be solved:
 - in agencies dealing in air travel - by the head of the agency.
 - in representative offices- by the representative within the limits of his competency.
- 1.1.4. All newly published fares, rates and charges applicable to the sale of passenger flights and related additional services are established, recorded and published by the relevant departments of the Directorate of SCAT airline JSC upon approval by the President of the airline.

Section 2. Sale of carriage

2.1. Registration of carriage

- 2.1.1 A ticket is a registered contractual document certifying the conclusion of an agreement and the conditions of carriage for a passenger.
- 2.1.2 A passenger may be transported only if he has a valid ticket which has been properly registered and issued by the Carrier or his agent.
The passenger shall not be accepted for carriage if the ticket presented by him contains corrections or alterations made by any person other than the Carrier or his agent.
- 2.1.3 A ticket shall be valid for carriage of the passenger and his baggage from the point of departure to the point of destination on the route and for the class of service specified therein. Each flight coupon or voucher is valid for the carriage of a passenger and his baggage only for the leg of the route, class of service, date and flight for which a seat is reserved and which is specified therein.
- 2.1.4 Flight coupons are valid for the flight only in strict accordance with the sequence of the route of carriage specified in the ticket, beginning at the point of departure.
- 2.1.5 When registering carriage, the agent should be guided by the fares, charges and fare rules published in the SITA-Gabriel, Amadeus and Sirena-Travel reservation systems.
- 2.1.6 Upon the sale of carriage, fares, charges, regulations and restrictions that apply to the air carriage of passengers and their baggage should be valid on the date of the commencement of carriage.
- 2.1.7 The issue of tickets with an open date is not permitted unless otherwise specified by the regulations of the applicable fare. If the ticket is reserved/issued with an open date of

departure the agent must pay a penalty for violation of booking regulations.

2.1.8 The combination of fares is not permitted unless otherwise specified by the regulations of the applicable fare. If a ticket is reserved/registered in different classes the agent must pay a penalty for violation of booking regulations.

2.2. Ticket validity:

2.2.1 The term of ticket validity is determined by the conditions of the applicable fare.

2.2.2 The maximum term of validity for a ticket sold at normal fares is within 1 year of the date of carriage.

The validity of tickets sold at special fares is determined by the conditions of the applicable fare.

2.2.3 If carriage has already commenced, any change in fares, charges, discounts, or regulations shall not affect the contract of carriage entered into with a passenger within the validity period of the ticket initially issued for a flight.

2.3. Involuntary extension of the ticket's expiry date

2.3.1 The validity of a ticket shall be extended until the Carrier's next flight which has available space in the class of service that matches the original fare paid if the passenger was unable to fly during the term of the ticket's validity, in the following cases:

- 1) the cancellation or delay of the flight specified in the ticket;
- 2) the failure of an aircraft to land at the airport designated in the ticket;
- 3) the failure to transport a passenger due to an inability to give him a seat on the flight and date specified in the ticket;
- 4) the return of an aircraft to the airport of departure without completing its flight;
- 5) the failure to transport a passenger from the transfer airport on the flight indicated in his ticket because of the late arrival of the aircraft or cancellation of the flight on which the passenger should have landed at the transfer airport;
- 6) the replacement of the scheduled type of aircraft;
- 7) failure to provide service in the class specified on the ticket;
- 8) a disruption to the flight caused by the emergency landing of an aircraft;
- 9) the illness of the passenger or family member accompanying him on the aircraft;
- 10) refusal by a passenger to fly or continue a flight because of a delay in carriage caused by an inspection;
- 11) the incorrect issue of a ticket by the airline

2.3.2 If a passenger with a ticket for carriage requests the reservation of a seat and the Carrier is unable to provide a seat within the term of the ticket's validity, the validity of the Ticket shall be extended until the Carrier's next flight which has available space in a class of service which corresponds to the original fare paid.

2.3.3 If a passenger is unable to complete a flight begun by him within the term of his ticket's validity due to his own illness or the illness of a family member travelling with him on the aircraft, the validity of his ticket shall be extended until the date when, according to medical evidence, he or his family member is able to fly or, after that date, until the carrier's next flight which has available space in the service class corresponding to the original fare paid, but by no more than 10 days.

In such cases the validity of tickets of family members accompanying the sick passenger

shall be extended for the same term.

2.3.4 Regardless of the type of fare, the validity of an unused return ticket is one year.

- where the ticket has not been used at all: from the date of the ticket's sale;
- where the ticket has been partially used: from the date of the commencement of carriage specified on the ticket initially issued.

2.3.5 Flight coupons are not valid for refund if the correct sequence for their utilisation has been violated, beginning at the point of departure.

2.4. The reissue or rebooking of a ticket.

2.4.1. SCAT flights may be rebooked with the payment of a fine under the fare rules. An MCO shall be issued on the fine and the MCO number shall be entered in the 'Additional restrictions' box. A sticker shall be placed on the ticket's flight line, and the place shall be removed from the ticket by returning to the reservation system and entered for sale on the required date with specification of the number of that slip. The flight line shall be completed on the sticker and authenticated by the agent's validator who is performing the re-booking. Rebooking can be performed by the agent who registered the initial carriage or by a representative of SCAT airline.

2.4.2. Any voluntary change of route or change that involves an alteration in the ticket's term of validity shall require the re-issue of that ticket.

2.4.3. If a new reservation does not require an alteration in the fare or the route, the ticket may be re-booked with the aid of an additional sticker without its reissue, within the limits of its term of validity for carriage and on the condition that the passenger gives written consent for the use of the passenger ticket within the terms established during the initial registration of the ticket.

2.4.4. As an exception, changes to reservations are permitted without the reissue of the ticket in the event of an upgrade in service class. In this situation it is possible to make a rebooking by use of stickers, where payment is made for the difference in classes of service with the aid of an MCO, provided that the new booking does not violate the existing conditions for the use of the fare, such as the ticket's period of validity, a change in route, a change of carrier, etc.

2.4.5. A change in initial departure date and the calculation of required surcharges shall be made on the basis of fares, taxes and regulations in force on the date of the ticket's reissue. All additional charges and surcharges shall be calculated on the basis of the difference between the fares and charges pertaining to the initial payment and fares and charges in force on the date of the renewal of carriage.

2.4.6. If a ticket is rebooked where the amount of the fare or charge is changed because of a change in the exchange rate that occurred between the date of sale and the date of commencement of carriage, the passenger will not pay the difference in the fare and nor will he be reimbursed with the difference when accepted for carriage. However, if a passenger requests the reissue of the ticket, then all additional fees and surcharges will be calculated based on the exchange rate of the currency valid on the date of renewal.

2.4.7. The period of validity for carriage on any completely unused, re-issued ticket issued instead of the original should be determined on the basis of a new date of travel. An exception is the duplicate of a ticket, for which the original terms will be preserved in full. For the reissue of partially used tickets, the validity of the new ticket should be calculated

from the date of the commencement of carriage originally indicated in the ticket.

2.4.8. In a situation where, because of the fault of the carrier, a reduction occurs in the cost of carriage, for example when the type of aircraft is changed or if the flight is cancelled, the flight coupon should be reissued on the altered leg of the flight and a new ticket issued at the actual cost of the carriage provided, with the issue of an MCO equal to the difference between the fares on the modified part of the journey.

In this case, reimbursement for carriage registered under a special or through fare shall be calculated by subtracting the lower fare in one direction from the greater fare in one direction which is applicable on the reregistered route.

2.4.9. The optional reissue of a ticket is only possible within the validity period of the ticket for carriage if the given reissue is not contrary to the terms of the applicable fare.

Section 3. Reimbursement for unused tickets.

3.1. Any application for a refund on an unused ticket, a part of it, or an excess baggage check shall be accepted by the airline within the validity period of the document, but no later than 30 calendar days after the expiration of that period.

3.2. Reimbursement is effected either by the person named on the ticket or the person paying for the ticket.

3.3. If the person who paid for the ticket is not the passenger named in the ticket, he should ask the airline or its agent to make a record on the ticket of the person to whom money should be returned for unused carriage on that ticket.

3.4. A refund shall be given only upon presentation to the airline of a passenger coupon (check) and all unused flight coupons on the ticket or an excess baggage check.

3.5. The amount to be refunded is calculated on the basis of the fare, fee and exchange rate in force on the day of the sale of carriage.

3.6. When a reissued ticket is returned, the refund shall be calculated with consideration of the legs of carriage used, and on the basis of:

- the fare and charge originally paid for carriage in accordance with the exchange rate.
- the surcharge added to the fare at the time of reissue of carriage according to the

exchange rate in effect on the date that carriage is reissued.

- additional charges on the fare charged at the time of reissue of carriage according to the exchange rate in effect on the date that carriage is reissued, if the sum of such additional charges is subject to reimbursement.

3.7. Payments for tickets and excess baggage checks issued by the airline or its agent shall be refunded in the country where the initial ticket was issued (according to the place of purchase) or in the representative office of the airline in the country where the ticket is being returned, and within the validity period of the ticket being refunded.

3.8. The refund shall be paid in the original currency of payment for carriage or, at the request of the passenger, in the national currency of the Republic of Kazakhstan.

3.9. A printout from the reservation system showing the withdrawal of a place should be attached to the ticket being refunded.

3.10. In the case of a voluntary refusal to travel, the ticket shall not be valid for refund with an unused flight coupon if subsequent flight coupons have already been used.

3.11. The reimbursement of tickets for passengers who have been screened or registered before declining to fly shall be conducted as follows:

- the surname (legible) and signature of the SCAT airline representative shall be written on the ticket;
- a copy of the identity document of the passenger shall be made and attached to the report, together with the statement of a refund;
- the refund amount and the signature of the passenger shall be written down in the statement.

Without provision of the above documents, an LIF that has been registered or

screened shall not be accepted for issue (refund).

3.12. Involuntary change/refund.

Note: The validity period for a refund on a ticket is one year where the appropriate record has been made in the ticket by airport services or the airline concerning the reason for the involuntary refund.

- a. In the event of an involuntary refusal of carriage, the return of money for unused carriage is permitted with a violation of the sequence for utilisation of flight coupons.
- b. Upon return of a ticket, airport taxes that are in effect on unused legs of the flights shall be refunded to the passenger.

Section 4. Charges

4.1. Charges are levied according to the fare rules published in reservation systems.

4.2. Regardless of the direction of travel, a charge will not be levied:

- on airline tickets issued at normal annual fares;
- on free airline tickets;
- on official tickets issued to the airline's business employees who are leaving or travelling on a business trip.
- in the event of the involuntary refusal of carriage at the fault of the air carrier;
- if service is upgraded to a higher class on the same day and on the same flight as stated in the ticket originally issued.
- in the event of the voluntary refusal of carriage in connection with a passenger's illness (when a certificate is provided by a medical institution).

No-Show is a fee charged to a passenger who fails to use the seat registered to him because of late arrival at the airport of departure for any reason other than the violation of flight connections.

No-Show on domestic flights in Kazakhstan -1.5 hours before departure.

No-Show on international flights - 3 hours before departure.

4.3. Charge for a blank paper ticket.

When issuing a refund, a fee should be charged in the following cases:

- for a sale within the Republic of Kazakhstan - 200 KZT per ticket;
- for a sale outside the Republic of Kazakhstan – a 1 euro payment for a refund will be charged in the local currency at the exchange rate of the National Bank of the country on whose territory the sale is carried out that is in effect on the date of payment.

Where an LIF has been incorrectly completed leading to its cancellation, a fine of 200 KZT should be paid for each spoiled LIF or, for sales outside Kazakhstan - 1 euro, or in the national currency at the rate of the National Bank of the country in which the sale is carried out that is in effect on the date of payment.

In the event of the loss of an LIF, a fine of 30,000 KZT should be paid (\$ 200 outside the Republic of Kazakhstan) and if the amount of damage exceeds 30,000 KZT, the fine shall equal the amount of damage suffered by SCAT airline for each lost form.

4.4. Rebooking fee

A rebooking fee shall be charged according to the fare rules for each passenger who has a ticket issued under an excursion or special fare unless otherwise stipulated by the fare rules for the given fare.

In addition, rebooking fees shall be charged for each leg.

Note:

No charge shall be levied:

- on airline tickets issued at normal annual fares;
- on official tickets issued to the airline's business employees who are leaving or travelling on a business trip.
- if rebooking occurs on a ticket on which a penalty has been charged for late return of a place ;
- if rebooking occurs on the same day and on the same flight number with additional payment for a higher service class.
- on airline tickets issued for domestic flights.

4.5. Duplication

In the event of loss or damage to a ticket or any part thereof or where a ticket is presented in which the flight coupons are absent, a duplicate of the ticket may be issued by the airline at the passenger's request with the attachment of a receipt.

The airline may refuse to issue a passenger with a duplicate if:

- the passenger cannot provide reliable information regarding the original travel document;
- the passenger requests the duplicate within 3 hours of departure or after departure;
- the initial booking and sale are not confirmed in reservation systems;
- the original ticket was issued on an interline partner blank.

A duplicate shall be issued to a passenger only after presentation by him of a document confirming his identity or a certificate issued by internal affairs agencies that are valid for air travel.

In the event that the original ticket is found after the duplicate is issued, the fee for issuing a duplicate shall not be returned and the passenger shall be transported on the basis of the ticket.

In the event that a ticket is lost, the passenger should go to the sales office of SCAT airline JSC in the given city or to a representative of the Airline, where the passenger will be given a Guarantee Certificate and Statement. This form must be completed and certified by the passenger with his own signature.

Sample Statement and Guarantee Certificate.

**to the President of SCAT Airline JSC
V.I. Denisov
from**

(name of the passenger in full)

(passport number/series)

(address)

(contact numbers)

STATEMENT / GUARANTEE CERTIFICATE

I, the undersigned, declare the loss of my ticket and request permission for the issue of a duplicate to me.

In the event that I receive a duplicate of the ticket I have lost, I accept the obligation to reimburse the airline for any damages or loss, including those related to possible claims against the airline in connection with the issue of a duplicate to me or in connection with the use of the ticket lost by me on a flight or its presentation in claim for a refund.

If the lost ticket is found after I have been issued with a duplicate, I will return it to the airline immediately without receiving any payment for the said ticket.

In relation to this statement I provide the following data on the lost ticket:

- date and place where lost ticket was purchased:

-
- route and date of departure:
-

NOTE TO APPLICANT

o This statement /guarantee certificate is valid for approval only when completed by hand by an adult applicant and signed with his personal signature, where a photocopy of the applicant's passport has been provided as well as all the information needed to consider the submitted application.

o The airline may refuse to issue a duplicate to the applicant for a ticket lost by him if the applicant has provided incomplete or insufficient data required for the issue of a duplicate or if the applicant's request is late or insufficient time is left before the date of departure.

o The duplicate of a ticket lost by a passenger shall be issued on the condition that the passenger applies for the duplicate within the term of the lost (original) ticket, on the flight and exclusively according to the data shown on the lost (original) ticket (route, flight number, dates)

4.6. Other charges.

Upon the sale of carriage, all airport and other fees shall be charged as published in reservation and sales systems.

Section 5. Children's fares.

5.1. Standard child discounts.

5.1.1. Children may be transported both as accompanied or unaccompanied passengers.

On domestic flights (within Kazakhstan):

- any passenger over 18 years is entitled to travel with one child under 2 years of age who shall be transported without charge ('INFANT') without provision of a separate seat. Fare with code **IN00** should be entered in the 'FARE BASIS' column.

- Other children under 2 years of age accompanying a passenger over 18 years on domestic flights shall travel on a ticket with the payment of 50% of the applicable fare and provision of a separate seat. Fare with code **IN50** should be entered in the 'FARE BASIS' column.

- Children aged 2 - 14 years (inclusive) ('CHILD') shall be transported on domestic flights on tickets with the payment of 50% of the applicable fare when accompanied by an adult passenger aged over 18 years. Fare with code **CH50** should be entered in the 'FARE BASIS' column.

- Children under 6 years may not travel unaccompanied

- Children aged from 6 -13 years (inclusive) may travel unaccompanied. Carriage shall be paid for under the rules of the applicable fare. Fare with code **UM** should be entered in the 'FARE BASIS' column.

Travel on international flights:

- any passenger over 18 years is entitled to travel with one child under 2 years of age who shall be transported without charge ('INFANT') without provision of a separate seat. Fare with code **IN00** should be entered in the 'FARE BASIS' column.

- Other children under 2 years of age accompanying a passenger over 18 years on international flights shall travel on a ticket with the payment of 50% of the applicable fare and provision of a separate seat. Fare with code **IN50** should be entered in the 'FARE BASIS' column.

- Children aged 2 – 11 years (inclusive) ('CHILD') shall be transported on international flights on tickets with the payment of 50% of the applicable fare, when accompanied by an adult passenger aged over 18 years. Fare with code **CH50** should be entered in the 'FARE BASIS' column.

- Children under 6 years may not travel unaccompanied

- Children aged from 6 -15 years (inclusive) may travel unaccompanied. Carriage shall be paid for under the rules of the applicable fare. Fare with code **UM** should be entered in the 'FARE BASIS' column.

5.1.2. Age restrictions for children apply on the date of the commencement of carriage on the first flight coupon.

5.1.3. A ticket shall be issued on the basis of documents presented for the child depending upon the rules for entry to the destination country (passport or birth certificate). A copy of the document shall be attached to the AUDIT coupon.

If a citizen of the Republic of Kazakhstan who is of minority age is leaving the Republic of Kazakhstan unaccompanied, he should have in addition to his passport the consent of his parents, adoptive parents or guardians for the departure of a citizen of minority age from the Republic of Kazakhstan, showing the term of departure and the country(ies) he (she) intends to visit.

Section 6. Free baggage allowance and excess baggage.

All baggage carried by a passenger, including hand baggage, must be presented at check-in for the flight because of flight safety requirements. Free baggage allowance depends upon the class of service.

Business class - **30 kg**.

Economy class - **20 kg**.

- weights of baggage in Kazakhstan:

- a child under 2 years - 0 kg;
- for children from 2 - 14 years (inclusive) - 20 kg.

- weights of baggage on international flights:

- a child under 2 years - 0 kg;
- for children from 2 - 11 years (inclusive) - 20 kg.

If the weight, width or height of a passenger's baggage exceeds the free baggage allowance, the passenger shall pay for excess baggage according to published fares. The fare is always calculated "in one direction".

Section 7. Sale of interline traffic.

7.1. Carriage on the flights of foreign airlines is subject to the presence of an Interline Agreement with the airline for whom the said carriage is being sold.

7.2. In exceptional cases, where a ticket cannot be issued for the entire route on a single blank, the issue of carriage documents is permitted only for the flights of foreign airlines with which SCAT airline JSC has signed an Interline Agreement.

Section 8. Discounts and benefits.

8.1. Youth fares (ZZ).

Apply to the domestic and international flights of SCAT airline JSC.

This fare applies to passengers aged 12 -25 years (inclusive).

A document copy (passport or identity card) must be attached to the control and audit coupon.

8.2. Pension fares.

Apply to the domestic and international flights of SCAT airline JSC.

This fare applies to passengers over the age of 60 years.

A document copy (passport or identity card) must be attached to the control and audit coupons.

Appendix 1

Terms, definitions, acronyms, abbreviations and symbols.

REFUND - payment to a passenger of a part or all of the cost of carriage that has been fully or partially unused and/or of a service connected with such carriage;

RELATED CHARGES- amounts charged to passengers, such as penalties for the cancellation of a reserved seat, non returnable portions of fares, payment for a change in a reservation or route or for a stopover, surcharges for departures on weekends etc., and excess baggage charges.

GROUP - several passengers (the minimum number of passengers is specified in the fare rules) travelling together (except infants) and buying tickets at a special rate for the

group.

Children's Fare - fare for a child who is already two years old as of the commencement of travel but is not yet twelve years of age. The children's fare is calculated using the discount set for the applicable type of fare.

Prepaid Ticket Advice - communication that a person in one city wants the documents of carriage to be transferred to another person(s) in another city on the basis of pre-payment for the given carriage made by the first person. Thus, the use of PTA allows the issue of a ticket at a point other than that where the ticket was paid for.

Rerouting - a change in the initially selected route or other change (for example, regarding conditions of payment for carriage, passenger's name or the validity period of the ticket) that demands the reissue of a ticket.

Round Trip - RT - a route of carriage from one point to another and back again on the same legs.

Infant – a passenger under the age of two on the date of commencement of carriage.

Minimum group size - the minimum number of passengers in a group needed to permit the application of a special fare for the group.

Normal Fare - the highest (full) fare established for a first class, business class or economy/tourist class service which has a term of one year and no restrictions.

Stopover - a break made by a passenger to his flight at an intermediate point and not departing on a scheduled connecting flight on the day of arrival or within 24 hours of arrival, unless otherwise indicated.

Ticketing – the issue of a ticket to a passenger and related procedures.

Rebooking – a change to a previous booking which does not require the reissue of tickets.

Reissued ticket - a ticket issued in the place of an originally issued ticket.

Upgrading to higher fare - changing to a higher fare.

Half of RT fare - half of the published normal or special RT fare. In the absence of a published normal RT, the normal OW (one way) fare shall be deemed half of the normal RT fare.

Child - a passenger aged 2 to 12 years for whom carriage is paid for at the Children's Fare.

Cancellation charge - a fee charged for cancellation of a reservation by a passenger on the basis of regulatory documents relating to airline reservations.

No-Show - a fee charged to a passenger who fails to use his booked place because of late arrival at the airport of departure for any reason other than the violation of flight connections.

Conjunction ticket - two or more tickets issued simultaneously to passengers which sequentially reflect the route of carriage and which together constitute a single contract of carriage.

Special fare - a variety of fares that differ from normal fares and stipulate some special limiting conditions, such as the timing of the sale, the requirement of a minimal stay at the point of the return flight, the conditions of ticket booking/payment/provision, and passenger category.

Fare - fees charged by the airline for the carriage of a passenger or for the transportation of a

unit of weight or volume of baggage or freight from origin to destination on a certain route.

Through fare - a fare applicable for carriage between two consecutive points with the fare construction through an intermediate point(s).

Transfer - carriage performed under the Air carriage agreement to the transfer airport on a single flight, where further carriage is performed on a different flight of the same or another carrier.