

**GUYANA**

**No..... of .....**

**REGULATIONS**

**Made Under  
THE CIVIL AVIATION ACT .....**

**DRAFT**

## **ARRANGEMENT OF REGULATIONS**

### **PART I PRELIMINARY**

1. Citation
2. Applicability
3. Interpretation

### **PART II AIR TRANSPORT LICENCE**

4. Other Definitions
5. Application of Part II to a scheduled journey
6. Penalties for contravention of Regulations
7. Application for Licence
8. Objections and Representations
9. Public and Private Enquiries
10. Exception to Requirement to Publish an Application
11. Grant or Renewal of a Licence
12. Period for which Licence Will Remain in Force
13. Requirements to Submit Information
14. Provisional Licence
15. Licence Fees
16. Revocation, Amendment and Suspension of a Licence by the Authority
17. Publication of the Particulars of a Decision
18. Surrender of Licence by Holder

### **PART III AIR TRANSPORT PERMIT**

19. Application of Part III to a non-scheduled operator
20. Penalties for contravention of Regulations
21. Objections and Representations
22. Public and Private Enquiries
23. Exception to Requirement to Publish an Application
24. Application for a Permit
25. Grant or Renewal of a Permit
26. Period for which Permit Will Remain in Force
27. Requirements to Submit Information
28. Permit Fees
29. Revocation, Amendment and Suspension of a Permit by the Authority
30. Publication of the Particulars of a Decision
31. Surrender of Permit by Holder

## **PART IV**

### **AIR TRAVEL ORGANISER'S PERMIT (ATOP)**

- 32. Application of Part IV to a Tour Organizer
- 33. Penalties for contravention of Regulations
- 34. Application for a Permit
- 35. Grant or Renewal of a Permit
- 36. Period for which Permit Will Remain in Force
- 37. Permit Fees
- 38. Revocation, Amendment and Suspension of a Permit by the Authority
- 39. Publication of the Particulars of a Decision

## **PART V**

### **PERMIT FOR AERIAL AVIATION SERVICES (PAAS)**

- 40. Application of Part V to an Aerial Aviation Service Provider
- 41. Penalties for contravention of Regulations
- 42. Application for a Permit
- 43. Grant or Renewal of a Permit
- 44. Period for which Permit Will Remain in Force
- 45. Requirements to Submit Information
- 46. Revocation, Amendment and Suspension of a Permit by the Authority
- 47. Publication of the Particulars of a Decision

## **PART VI**

### **EXPANSION IN SCOPE AND SCALE OF OPERATIONS**

- 48. Application of Part VI to Operator Expansion
- 49. Requirements to Submit Information

## **PART VII**

### **ADVERTISING OF OPERATIONS AND PRICES**

- 50. Application of Part VII to Advertising of Air Services
- 51. Requirements and Prohibitions Relating to Advertising

## **PART VIII**

### **CODE-SHARE & CO-OPERATIVE AGREEMENTS**

- 52. Code-Share and Co-operative Agreements
- 53. Penalties for Contravention of Regulations

**PART IX  
DOMESTIC OPERATIONS**

- 54. Application of Part IX to Domestic Operations
- 55. Requirement to Notify Authority
- 56. Scheduled Domestic Operations
- 57. Non-Scheduled Domestic Operations

**PART X  
INTERNATIONAL OPERATIONS BY GUYANESE AIRLINES**

- 58. International Operations by Guyanese Airlines
- 59. Application for Designation

**PART XI  
FOREIGN AIRLINE OPERATIONS INTO AND OUT OF GUYANA**

- 60. Application of Part XI to Foreign Airline Operations

**PART XII  
AIRLINE FINANCIAL HEALTH**

- 61. Application of Part XII to Guyana Airlines
- 62. Requirements Relating to Financial Management

**PART XIII  
INSURANCE**

- 63. Application of Part XIII to Aviation Insurance
- 64. Requirements and Prohibitions Relating to Aviation Insurance

**PART XIV  
FAMILY ASSISTANCE PROGRAMME**

- 65. Requirement to Establish Family Assistance Programme

**PART XV  
AIR TRANSPORT STATISTICS**

- 66. Requirement to Submit Statistical Information

**PART XVI  
FARES AND TARIFFS**

- 67. Filing of Fares and Tariffs
- 68. Failure to Comply with Tariff Filing
- 69. Amendment of Fares and Tariffs
- 70. Disallowance or Suspension of Fares and Tariffs
- 71. Publication and Display of Tariffs
- 72. Filing Through an Agent

**PART XVII  
AIR SERVICES AGREEMENTS**

- 73. Air Services Agreements
- 74. Internal Procedure in Consultation and Advice Process
- 75. Principles for Consultation and Advice to the Minister on International Agreements
- 76. Monitoring of Bilateral Air Services Agreements
- 77. Open Skies Agreements

**PART XVIII  
CONSUMER PROTECTION**

- 78. Scope of Application of Part XVIII
- 79. “No Show” and Overbooking
- 80. Denied Boarding
- 81. Boarding priority procedures
- 82. Domestic Flight Delays
- 83. International Flight Delays
- 84. Cancellations
- 85. Right to Compensation
- 86. Right to Reimbursement or Re-routing
- 87. Right to Care
- 88. Upgrading and Downgrading
- 89. Persons with Reduced Mobility or Special Needs
- 90. Further Compensation
- 91. Exceptions to Eligibility for Denied Boarding Compensation
- 92. Right of Redress
- 93. Public Disclosure of Deliberate Overbooking and Boarding Procedures
- 94. Written Explanation of Denied Boarding Compensation, Boarding Priorities and Verbal Notification of Denied Boarding Compensation
- 95. Exclusion of Waiver
- 96. Lodging Complaints

- 97. Provision of Information
- 98. Complaints Procedure
- 99. Assessment
- 100. Determination of Complaints
- 101. Administrative Hearing Procedure

## **PART XIX**

### **INTERNATIONAL CARRIAGE BY AIR**

- 102. Interpretation
- 103. Convention to Have Force of Law
- 104. Limitation of Liability
- 105. Value of Special Drawing Rights
- 106. Time for Bringing Procedures
- 107. Actions Against Parties to the Montreal Convention
- 108. Power to Exclude Aircraft in Use for Military Purposes
- 109. Regulations

**FIRST SCHEDULE**

**SECOND SCHEDULE**

**THIRD SCHEDULE**

**FOURTH SCHEDULE**

**FIFTH SCHEDULE**

**SIXTH SCHEDULE**

**SEVENTH SCHEDULE**

**EIGHTH SCHEDULE**

**NINTH SCHEDULE**

**TENTH SCHEDULE**

**ELEVENTH SCHEDULE**

## **PART I PRELIMINARY**

- |                       |  |
|-----------------------|--|
| <i>Citation</i>       | 1. These Regulations may be cited as the Economic Regulation of Air Transport, Regulations 2018  |
| <i>Applicability</i>  | 2. These Regulations shall apply to all: <ul style="list-style-type: none"><li>a) Entities that engage in air transport operations for hire and reward;</li><li>b) Entities that engage in the conduct of air transport operations either from or to Guyana by Guyana and foreign carriers.</li><li>c) Scheduled, non-scheduled and general aviation air transport operations for commercial purposes.</li><li>d) Non-commercial operators as it relates to insurance and submission of statistical data.</li></ul>  |
| <i>Interpretation</i> | 3. In these Regulations, unless the context otherwise requires – <ul style="list-style-type: none"><li>(1) “Act” means the Civil Aviation Act, _____ or/and any subsequent amendments thereto.</li><li>(2) “Aerial Work” means an aircraft operation in which an aircraft is used for specialized services such as agriculture, construction, photography, surveying, observation and patrol, search &amp; rescue, aerial advertisement, etc.</li><li>(3) “Aerodrome” means a defined area on land or water (including any building, installations and equipment) intended to be used either wholly or in part for the arrival, departure, and surface movement of aircraft.</li></ul> |

- (4) “Aerodrome operator” means the owner or provider of an aerodrome that is certified for operation by the Authority.
- (5) “Aerodrome Control Service” means air traffic control service for aerodrome traffic.
- (6) “Aeronautical charges” means charges for aeronautical services levied in line with ICAO Policies and Principles.
- (7) “Aeronautical Authority” means the Guyana Civil Aviation Authority.
- (8) “Agent of Foreign Airlines” means an individual or corporate body that is in the business of obtaining flight clearances, flight plans, and provides ground transportation, fueling of aircraft and hotel accommodation on behalf of non-scheduled (ad hoc) airlines or aircraft operators.
- (9) “Aircraft” means any machine that can derive support in the atmosphere from reactions of the air other than reactions of the air against the earth surface.
- (10) “Air Carrier” has the same meaning as Air Operator.
- (11) “Aircraft movement” means the number of arrivals and departures of aircraft into and out of an airport.
- (12) “Airlines” means any air transport enterprise offering or operating an international or domestic service for remuneration or hire and possessing an Air Operator Certificate (AOC).
- (13) “Air Operator” means any person, organization or enterprise which undertakes to engage in domestic commercial air transport or international commercial air transport, whether



directly or indirectly or by a lease or any other arrangement.

- (14) “Air service” means any service performed by any aircraft for hire or reward
- (15) “Air Navigation Services” include air traffic management (ATM), communication, navigation and surveillance systems (CNS), meteorological services for air navigation (MET), search and rescue (SAR) and aeronautical information services (AIS). These services are provided to air traffic during all phases of operations (approach, aerodrome control and en route).
- (16) “Air Navigation Services Provider” An entity established for the purpose of operating and managing air navigation services and empowered to manage and use the revenues it generates to cover its costs.
- (17) “Anti-competitive” means an apparent intent or the probable effect of crippling, excluding or driving another airline or service provider from the market, with a behaviour/practice which indicates an abuse of dominant position by an airline in the market.
- (18) “Audited Financial Statement” means a report on the financial position or operations of a company that has been certified by an independent auditor.
- (19) “Authority” means the Guyana Civil Aviation Authority.
- (20) “Aviation Consumer” means consumer of civil aviation services.
- (21) “Aviation fuel supplier” means a person or entity responsible for the supply and distribution of aviation fuel to the aircraft and reservoir in and within the airport area.

- (22) “Amortization” means a gradual extinguishment of the cost of an asset by periodic (annual) charges to expenses.
- (23) “Annex” means international standards and recommended practices adopted in accordance with the Chicago Convention and any amendment of the Convention or of such Annex which is made in accordance with the Chicago Convention.
- (24) “Assessment” means an initial evaluation of a complaint by the Authority to determine the appropriate means of redress.
- (25) “Asset” means a resource from which future economic benefits are expected to flow to the entity that owns or controls it.
- (26) “Baggage” means personal property of passengers or crew carried on an aircraft by agreement with the operator.
- (27) “Balance Sheet” means a statement indicating as of a specific date the assets owned by a company, the liabilities owed to others, and the accumulated investments of its owners.
- (28) “Bilateral Air Services Agreement” means an air services agreement on air transportation subsisting between Guyana and any other country.
- (29) “Business Plan” means a comprehensive document that addresses the operational and financial objectives of the business and contains at minimum, market analysis, competitive analysis, marketing plan, management plan, operating plan, financial plan and risk management plan.

- (30) “Cancellation” means the non-operation of a flight which was previously planned and on which at least one seat was reserved.
- (31) “Capacity” means the quantitative measure of air transport services offered or proposed to be offered by one or more air carriers in a city-pair or country-pair market or over a route. It may be expressed in aircraft size, number of seat or tonne available in an aircraft.
- (32) “Cargo” which is equivalent to the term “goods”, means anything carried or to be carried in an aircraft or by means of surface transportation including, but not limited to road, except mail, or baggage carried under a passenger ticket and baggage check, but includes baggage moving under an Air Waybill or Shipment Record.
- (33) “Cargo Agent” means an individual or corporate body appointed by an airline to solicit and process air freight shipment.
- (34) “Charge” means a levy that is designed and applied specifically to recover the cost of providing facilities and services for civil aviation.
- (35) “Chicago Convention” means the convention on International Civil Aviation concluded at Chicago on the 7th December 1944.
- (36) “Combined single limit” means a liability policy commonly offering separate limits that apply to bodily injury claims and to claims for property damage expressed as a single sum coverage or as a limit per occurrence.
- (37) “Commercial Agreement” means an Agreement between two designated airlines, wherein an airline of one of the contracting States, on application to the other State, is granted extra Bilateral Air Services Agreements rights to operate additional flights (more than those

specified in the BASA) to the point(s) of entry into the conceding States.

- (38) “Commercialization” An approach to management of facilities and services in which business principles are applied or emphasis is placed on development of commercial activities.
- (39) “Compensation” means direct and/or indirect monetary and non-monetary rewards given to passengers on board or employees on the basis of the value of the personal contributions, and their performance in line with the set standards by the organization concerned.
- (40) “Concerted practice” means a practice involving direct or indirect contacts between competitors falling short of an actual or formal agreement.
- (41) “Complainant” means:
- (a) An air passenger;
  - (b) one or more air passengers, where there are numerous air passengers having the same interest; or
  - (c) in case of the death of an air passenger, his legal heirs or representatives making or continuing a complaint.
- (42) “Complaint” means an allegation in writing made by an air passenger.
- (43) “Confirmed reserved space” means space on a specific date and on a specific flight and class of service of an air carrier which has been requested by a passenger, including a passenger with a “zero fare ticket” and which the air carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by the air carrier, as being reserved for the accommodation of the passenger.

- (44) “Contracting States” means all member countries of the International Civil Aviation Organization (ICAO).
- (45) “Denied boarding” means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions laid down in these Regulations, except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;
- (46) “Director-General” means the Director-General of the Guyana Civil Aviation Authority.
- (47) “Direct Operating Cost (DOC)” means expenditure that is directly related to flight operation, such as flight crew allowance, aircraft fuel and oil, lease rental or depreciation, aircraft maintenance, insurance premium, ground handling, navigational charges, landing and parking charges and in-flight catering service.
- (48) “Disembarkation” means the leaving of an aircraft after landing, except by crew or passenger continuing on the next stage of the same through-flight.
- (49) “Domestic air service” means any commercial air transport service conducted solely within the domestic airspace.
- (50) “Embarkation” means the boarding of an aircraft for the purpose of commencing a flight, except by such crew or passengers as have embarked on a previous stage of the same through-flight.
- (51) “Exclusive dealing” means any practice whereby a supplier of products or services:
- (a) as a condition of supplying the products or services to a customer or travel agent requires the customer to:

- (i) deal only or primarily in products or services supplied by or designed by the supplier or its nominee, or
    - (ii) refrain from dealing in a specified class or kind of products or services except as supplied by the supplier or his nominee;
  - (b) induces a customer to meet a condition referred to in paragraph (a) by offering to supply the products or services to the customer on more favourable terms or conditions if the customer agrees to meet that condition.
- (52) “Extraordinary circumstances” means any mechanical, technical, operational, climatic, socio-political or any other conditions beyond the actual control of the party involved.
- (53) “Fare” means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.
- (54) “Final destination” means the destination on the ticket presented at the check-in counter or, in the case of directly connecting flights, the destination of the last flight
- (55) “Fixed Costs” means costs which in the short term remain unchanged regardless of whether or not the volume of services provided increases or decreases.
- (56) “Foreign aircraft” means an aircraft other than a Guyanese registered aircraft.
- (57) “Foreign Operator” means an operator not being a Guyana operator, who undertakes, whether directly, indirectly, by lease or any other agreement, to engage in air transport operations within Guyana or, to and from the territory of Guyana.

- (58) “General aviation operation” means an aircraft operation other than a commercial air transport operation or an aerial work operation.
- (59) “Ground equipment” means an article of a specialized nature for use in the maintenance, repair and servicing of an aircraft on ground, including testing equipment and cargo and passenger-handling equipment.
- (60) “Ground Handling Company” means anyone that carries out the variety of activities before and after a flight to ensure the safe and smooth process of passengers, baggage, cargo, mail and other materials associated with their transportation by air.
- (61) “Indirect Operating Cost (IOC)” means expenditure incurred from items utilized for the support of airline business that vary from one airline to another such as staff salaries, training, ticketing and reservation, sales promotion, vehicles, maintenance, rent , travels, ICT etc.
- (62) “Insurance” means a contract (policy) in which an individual or entity receives financial protection or reimbursement against an insurance company.
- (63) “International airport” means any airport designated by the Contracting State in whose territory it is situated as an airport of entry and departure for international air traffic, where the formalities incident to customs, immigration, public health, animal and plant quarantine and similar procedures are carried out.
- (64) “Lease” means a contract by which a rightful possessor of real property conveys the right to use and occupy the property in exchange for consideration usually rent.

- (65) “Insurance Liability” means maximum amount of coverage available under a liability insurance policy.
- (66) “Liability” means debt of the entity in the form of financial claims on an entity’s assets.
- (67) “Mail” means dispatches of correspondence and other items tendered by and intended for delivery to postal services in accordance with the rules of the universal postal union.
- (68) “Market restriction” means any practice whereby a supplier of products or services, as a condition for supplying them to a customer, requires that customer to supply any product or service only in a specified area or exacts a penalty of any kind from the customer if the customer supplies any products or services outside a specified area.
- (69) “Minister” means the Minister responsible for civil aviation.
- (70) “Mishandled baggage” means baggage voluntarily or inadvertently, separated from passenger or crew.
- (71) “Non-Aeronautical charges” means charges levied by an airport in consideration for the various commercial arrangements it makes in relation to the granting of concessions, the rental or leasing of premises and land, and free-zone operations, even though such arrangements may in fact apply to activities which may themselves be considered to be of an aeronautical character.
- (72) “Non-Scheduled Operations” means journeys undertaken other than scheduled operations.
- (73) “Officer” means a Director, General Manager, Secretary or other similar officer and includes



any person who purports to act in any such capacity.

- (74) “Package” means tour, travel or holiday services provided by a tour operator which is marketed or advertised as an all-inclusive trip including transport, accommodation and/or other trip expenses at an inclusive or special price.
- (75) “Passenger(s)” means a person in whose name a ticket and/or a reservation is made and/or confirmed and who is eligible to travel upon the stated flight pursuant to that ticket whether the ticket is purchased by the person or not and whether the ticket is a zero fare ticket or other ticket for which no fees or fare is paid.
- (76) “Passenger traffic” means number of passenger embarkation and disembarkation.
- (77) “Person” means any individual, firm, partnership, corporation, company association, joint state association or body politic and includes any trustee, receiver, assignee, or other similar representative of their entities.
- (78) “Person with disabilities” means any person whose mobility is reduced due to physical incapability (sensory or locomotor), an intellectual deficiency, age, illness, or any other cause of disability when using transport and whose situation needs special attention and the adaptation to the person’s needs of the services made available to all passengers.
- (79) “Profit and Loss Account” means a financial statement that summarizes the financial transactions for a business over a period in time. It shows revenue, expenditure and the profit and/or loss resulting from operations for a given ‘financial year’.

- (80) “Relevant market” refers to the area of effective competition within which an airline or service provider operates and includes geographic area, route, substitutability, close competitors, and such other factors that may affect consumer choice.
- (81) “Reservation/bookings” means allotment in advance of seating or sleeping accommodation for a passenger or of a space or weight capacity for baggage.
- (82) “Revenue” means inflows of cash or increases in other assets or settlement of liabilities during a period from delivering or rendering services or performing other activities that constitute the entity in major operations.
- (83) “Scheduled journey” means flights scheduled and performed for remuneration according to a published timetable, or so regular or frequent as to constitute a recognizable systematic series, which are open to the direct booking by members of the public and extra section flights occasioned by overflow traffic from scheduled flights.
- (84) “Special drawing right (SDR)” means an international foreign exchange reserve asset, allocated to nations by the International Monetary Fund (IMF) and represents a claim to foreign currencies for which it may be exchanged in times of need.
- (85) “Statistics” means the collection and provision for exchange of airline traffic data related to the agreed services, either periodically or as needed for the regulation of capacity, route evaluation, or other purposes.
- (86) “Tariff” means a schedule of fares, rates, charges and terms and conditions of carriage applicable

to the provision of an air service and other incidental services.

- (87) “Ticket” means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorized by the air carrier or its authorized agent;
- (88) “Third Party” means an individual or entity not party to an Agreement but with an interest in the Agreement.
- (89) “Third Party Claim” means claims for injury or damage to property of a third party alleged to have been caused by the acts or omission of the insured.
- (90) “Tour operator” means, with the exception of an air carrier, an organizer of package travel, package holidays and package tours
- (91) “Traffic Rights” means privilege to take on and put down traffic loads (passengers, cargoes and mails) from one point to the other between two countries for hire or reward.
- (92) “Travel Agent” means one who assists travellers by sorting through vast amounts of information to help their clients make the best possible travel arrangements.
- (93) “User charge” means any fee or levy payable by users for the consumption of any service.
- (94) “Unaccompanied baggage” means baggage that is transported as cargo and may not be carried on the same aircraft with the person to whom it belongs.
- (95) “Unclaimed baggage” means baggage that arrives at an airport and is not picked up or claimed by a passenger.

- (96) “Unidentified baggage” means baggage at an airport, with or without a baggage tag, which is not picked up by or identified with a passenger.
- (97) “Volunteer” means a person who responds to the carrier's request for volunteers and who willingly accepts the carriers' offer of compensatory benefits, in exchange for relinquishing the confirmed reserved space.
- (98) “Zero fare ticket” means a ticket acquired without a substantial monetary payment such as by using frequent flyer miles or vouchers, travel vouchers or a consolidator ticket obtained after a monetary payment that does not show a fare amount on the ticket. A zero fare ticket does not include free or reduced rate air transportation provided to airline employees and guests.

*Other definitions*

4. Every other term not defined herein shall have the same meaning as contained in the Act and the Chicago Convention and its Annexes or other published document by the International Civil Aviation Organisation.

**PART II**  
**AIR TRANSPORT LICENCE**

*Application of Part II to a scheduled journey*

5. This part shall apply to the carriage of passengers, cargo, mail or other freight by air on a scheduled journey for hire and reward.

*Penalties for contravention of Regulations*

6. (1) No person shall engage in air transport business in Guyana for the carriage of passengers, mail or cargo for hire and reward in public transport category between two or more places in Guyana or to or from Guyana unless such a person holds an Air Transport Licence (ATL) issued by the Authority and operates in accordance with its provisions.

- (2) Any person who uses any aircraft in contravention of the provisions of these Regulations is guilty of an offence and is liable -
- (a) on summary conviction to a penalty of not less than one million Guyana dollars nor more than five million Guyana dollars and to imprisonment for a term not exceeding one year;
  - (b) on conviction on indictment, to a penalty not exceeding five million dollars and to imprisonment for a term not exceeding two years.

*Application for  
Licence*

7. An application for the grant or renewal of an ATL shall be made in writing to the Authority and shall contain such information as specified in the First Schedule to these regulations and as may be published by the Authority from time to time.

*Objections and  
Representations*

8. Any person providing transport by air for passengers or goods, mail or other freight, any owner of an aerodrome, or any public department, may, in the form and manner, and within the time specified in the First Schedule, make representations or objections with regard to the application for a licence.

*Public and Private  
Enquiries*

9. (1) The Authority may, if it thinks fit, for the purpose of determining an application for a licence, hold an enquiry in public or private and shall hold an enquiry in public if the applicant, or any person who had duly made an objection, requires the Authority to do so, by such notice, in such form as is specified in the First Schedule.
- (2) Before holding any enquiry the Authority shall give to the applicant and to any person who has duly made representations or objections with regard to the application, such notice, in such form, as is specified in the First Schedule and shall give the applicant and any such person an opportunity of being heard at the enquiry.

*Exception to  
Requirement to  
Publish an  
Application*

10. Where an application is made to the Authority for an ATL to remain in force for a period not exceeding thirty days and if the Authority is satisfied that it is in the public interest that the application should be determined with expedition, it may determine the application and grant a licence accordingly; and in that case, the provisions of this Part as to the publication of particulars of applications, the making of objections and representations, and the holding of an enquiry at the instance of the applicant or an objector shall not apply.

*Grant or Renewal of  
a Licence*

11. (1) The Authority if satisfied that the applicant has met and complied with the requirements for the grant or renewal of an ATL shall grant or renew the licence.

- (2) An application for renewal of an Air Transport Licence (ATL) shall be made in writing to the Director General, Guyana Civil Aviation Authority at least ninety (90) days before expiration of the existing ATL. Such application shall be submitted in the manner and form as prescribed by the Authority.

- (3) Whether an initial application or renewal, the applicant shall furnish to the Authority such further information as the Authority may require for the discharge of its duties in relation to the application.

*Period for which  
Licence Will Remain  
in Force*

12. (1) An ATL shall be valid for a period not exceeding five (5) years and subject to renewal every five years and on such terms and conditions as may be specified by the Authority from time to time.

- (2) An ATL not utilized at the expiration of its validity period shall not be renewed by the Authority, notwithstanding, the holder of the ATL may apply for a fresh issuance.

- (3) The holder of an ATL shall continue to be in a position to demonstrate to the Authority its ability to meet the conditions set forth in the ATL.

- (4) If on the date of the expiration of a licence, an application for renewal is pending with the Authority,

the expiring licence may continue in force under such terms and conditions as may be prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the licence have been submitted to the Authority and the delay in the renewal of the ATL is occasioned by a third party.

Provided that, this period shall not exceed six (6) months from the date of the expiration of the ATL.

*Requirements to  
Submit Information*

13. (1) It shall be the requirement for every licence holder to furnish on a monthly, quarterly, semi-annually and annually basis statistical data, financial information as the Authority may determine for the conduct of its duties.

- (2) Each holder of an ATL shall submit to the Authority annually or, at such times as the Authority may deem fit, a list showing the names of its shareholders and the percent of shareholding in the company together with the names of any person on whose behalf such shares are held.

Each holder of an ATL shall notify the Authority of any change in the ownership of the entity.

- (3) Each holder of an ATL shall file with the Authority, a true copy of every contract or agreement affecting air transportation or any modification or cancellation thereof,  
(4) between the air carrier and any other air carrier or other bodies. The Authority may disapprove of such contract or agreement whether or not previously approved if found to be in violation of these regulations, rules and orders made by the Authority or against public interest.

The Authority may, pending the determination of an application for a licence, grant to the applicant a provisional licence which shall remain in force until the application is determined.

*Provisional Licence*

14. (1)

Where a person has, within one month of the date when the provisions of these Regulations as to the applications for licences came into operation, duly

(2)

applied for a licence authorizing him to perform such journeys as may be necessary to enable him to continue to operate any air service and satisfies the Authority that he was immediately before that date operating that service, the Authority shall grant to the applicant a provisional licence authorizing him to continue to operate that service, and such provisional licence shall remain in force –

- (a) if the application is granted; until the date from which the licence is expressed to take effect; or
- (b) if the application is refused for a period of three months from the date of the decision of the Authority.

*Licence Fees*

15. (1) The Authority shall charge such fees as it may determine for processing the grant and renewal of ATL.

(2) The holder of ATL shall pay such annual fee as may be determined by the Authority from time to time.

*Revocation,  
Amendment and  
Suspension of a  
Licence by the  
Authority*

16. (1) The Authority may vary, suspend or revoke an ATL if the holder of the ATL contravenes any of the provisions of the Civil Aviation Act, these regulations, rules and orders made thereunder and any such condition subject to which the ATL was granted. The Authority may also revoke or suspend a licence:

- (a) if the holder of the licence has, since the licence was granted, been convicted of an offence against regulation 6;
- (b) where the holder of a licence is a body corporate, if any officer of that body corporate has, since the licence was granted, been convicted, in his capacity as such officer, of an offence against regulation 6; or
- (c) if the holder has in the opinion of the Authority, failed to maintain a satisfactory level of service;



(d) for the purpose of paragraph 16(b), “officer” means a director, general manager, secretary or other similar officer and includes any person who, with the authority of the body corporate, acts as such officer.

If the Authority proposes to suspend or revoke any ATL the  
(2) Authority shall:

(a) give a written notice to the holder of the ATL specifying the violation(s);

(b) specify in the written notice the right of the holder of the ATL to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.

Upon receipt of the representations from the holder of the  
(3) ATL, the Authority shall make an evaluation and inform the holder of the ATL of its determination.

Notwithstanding the above, the Authority may by  
(4) written notice, convey to the holder of the ATL its decision to suspend the ATL if it is in the interest of safety and security.

*Publication of the  
Particulars of a  
Decision*

17.

The Authority shall publish for the information of the general public, its decision regarding an application for and revocation of an ATL. Such publication may be placed on the Authority’s website, daily newspapers or other such media that the public uses to access information.

*Surrender of  
Licence by Holder*

18.

An ATL licence may at any time be surrendered by the holder to the Authority for cancellation. If, during the currency of a licence, the holder of the licence applies to the Authority for a new licence in substitution for the current licence, he shall, if a new licence is granted, surrender the current licence for cancellation on the date from which the new licence is expressed to take effect.

### **PART III**

#### **AIR TRANSPORT PERMIT**

- |  |         |   |
|--|---------|---|
| <i>Application of Part III to a non-scheduled operator</i> | 19.     | This Part shall apply to the carriage of passengers, mail and cargo by air for hire and reward on non-scheduled or charter basis.   |
| <i>Penalties for contravention of Regulations</i>          | 20. (1) | No person shall use any aircraft between two or more places in Guyana or to or from Guyana for hire and reward in public transport category to provide non-scheduled or charter air service unless such a person holds an ATL or Air Transport Permit (ATP) issued by the Authority.  |
|  | (2)     | Any person who uses any aircraft in contravention of the provisions of these Regulations is guilty of an offence and is liable - <ul style="list-style-type: none"><li>(a) on summary conviction to a penalty of not less than one million dollars nor more than five million dollars and to imprisonment for a term not exceeding one year;</li><li>(b) on conviction on indictment, to a penalty not exceeding five million dollars and to imprisonment for a term not exceeding two years.</li></ul> |
| <i>Objections and Representations</i>                      | 21. (1) | Any person providing transport by air for passengers or goods, mail or other freight, any owner of an aerodrome, or any public department, may, in the form and manner, and within the time specified in the Second Schedule, make representations or objections with regard to the application for a licence.  |
| <i>Public and Private Enquiries</i>                        | 22. (1) | The Authority may, if it thinks fit, for the purpose of determining an application for a permit, hold an enquiry in public or private and shall hold an enquiry in public if the applicant, or any person who had duly made an objection, requires the Authority to do so, by such notice, in such form as is specified in the First Schedule.  |

	(2)	Before holding any enquiry the Authority shall give to the applicant and to any person who has duly made representations or objections with regard to the application, such notice, in such form, as is specified in the Second Schedule and shall give the applicant and any such person an opportunity of being heard at the enquiry.
<i>Exception to Requirement to Publish an Application</i>	23.	Where an application is made to the Authority for an ATP to remain in force for a period not exceeding thirty days and if the Authority is satisfied that it is in the public interest that the application should be determined with expedition, it may determine the application and grant a permit accordingly; and in that case, the provisions of this Part as to the publication of particulars of applications, the making of objections and representations, and the holding of an enquiry at the instance of the applicant or an objector shall not apply.
<i>Application for a Permit</i>	24.	Application for the grant or renewal of an ATP shall be made in writing to the Authority and shall contain such information as specified in the Second Schedule to these regulations or such other information as may be published by the Authority from time to time.
<i>Grant or Renewal of a Permit</i>	25. (1)	The Authority, if satisfied that the applicant has met and complied with the requirements for the grant or renewal of an ATP, shall grant or renew the permit.
<i>Period for which Permit Will Remain in Force</i>	26. (1)	An ATP shall be valid for a period not exceeding three (3) years and subject to renewal every 3 years on such terms and conditions as may be specified by the Authority from time to time.
		An ATP not utilized at the expiration of its validity period shall not be renewed by the Authority, notwithstanding, the holder of the ATP may apply for a fresh issuance.
	(2)	The holder of a permit granted by the Authority under this regulation shall at all times be in a position to
	(3)	

demonstrate the ability to meet the conditions as set forth in the ATP.

- (4) If at the expiration of an ATP, an application for renewal is pending with the Authority, the expiring ATP may continue in force under such terms and conditions as prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the ATP have been submitted to the Authority and the delay is occasioned by a third party. Provided that, this period shall not exceed six (6) months from the date of the expiration of the ATP.

*Requirements to  
Submit Information*

27. (1) Each holder of an ATP shall submit to the Authority annually or, at such times as the Authority may deem fit, a list showing the names of its shareholders and the percent of shareholding in the company together with the names of any person on whose behalf such shares are held.

- (2) Each holder of an ATP shall notify the Authority of any change in the ownership of the entity and seek the approval of the Authority before such changes.

- (3) Each holder of an ATP shall file with the Authority, a true copy of every contract or agreement affecting air transportation or any modification or cancellation thereof, between the air carrier and any other air carrier or other bodies. The Authority may disapprove of such contract or agreement whether or not previously approved if found to be in violation of these regulations, rules and orders made by the Authority or against public interest.

The Authority shall charge such fees as it may determine for processing the grant and renewal of ATP.

*Permit Fees*

28. (1) The holder of ATP shall pay such annual fee as may be determined by the Authority from time to time.
- (2) The Authority may vary, suspend or revoke an ATP if the holder of the ATP contravenes any of the provisions of the Civil Aviation Act, these regulations, rules and

*Revocation,  
Amendment and  
Suspension of a*

29. (1)

*Permit by the  
Authority*

order made thereunder and any such condition subject to which the ATP was granted. The Authority may also revoke or suspend a permit:

- (a) if the holder of the permit has, since the permit was granted, been convicted of an offence against regulation 20;
- (b) where the holder of a permit is a body corporate, if any officer of that body corporate has, since the permit was granted, been convicted, in his capacity as such officer, of an offence against regulation 20; or
- (c) if the holder has, in the opinion of the Authority, failed to maintain a satisfactory level of service.
- (d) For the purpose of paragraph 28(b), “officer” means a director, general manager, secretary or other similar officer and includes any person who, with the authority of the body corporate, acts as such officer.

(2) If the Authority proposes to suspend or revoke any ATP, the Authority shall:

- (a) give a written notice to the holder of the ATP specifying the violation(s);
- (b) specify in the written notice the right of the holder of the ATP to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.
- (c) Upon receipt of the representations from the holder of the ATP, the Authority shall make an evaluation and inform the holder of the ATP of its determination.
- (d) Notwithstanding the above, the Authority may by written notice, convey to the holder of the

ATP its decision to suspend the ATP if it is in the interest of safety.

- |   |     |   |
|---|-----|---|
| <i>Publication of the Particulars of a Decision</i> | 30. | The Authority shall publish for the information of the general public, its decision regarding an application for and revocation of an ATP. Such publication may be placed on the Authority's website, daily newspapers or other such media that the public uses to access information.  |
| <i>Surrender of Permit by Holder</i>                | 31. | An ATP may at any time be surrendered by the holder to the Authority for cancellation. If, during the currency of a permit, the holder of the permit applies to the Authority for a new permit in substitution for the current permit, he shall, if a new permit is granted, surrender the current permit for cancellation on the date from which the new permit is expressed to take effect. |

#### **PART IV**

##### **AIR TRAVEL ORGANISER'S PERMIT (ATOP)**

- |   |         |   |
|---|---------|---|
| <i>Application of Part IV to a Tour Organizer</i> | 32.     | This Part shall apply to tour organizers who are engaged in holiday travels, tour packages and special events.  |
| <i>Penalties for contravention of Regulations</i> | 33. (1) | No person shall organize tour operations for the purpose of holiday travels, tour packages, special events unless in accordance with the provisions of an Air Travel Organiser's Permit (ATOP) or other authorization issued by the Authority.  |
|   | (2)     | Any person who organizes tour operations in contravention of the provisions of these Regulations is guilty of an offence and is liable -<br><br>(a) on summary conviction to a penalty of not less than one million Guyana dollars nor more than five million Guyana dollars and to imprisonment for a term not exceeding one year; |

(b) on conviction on indictment, to a penalty not exceeding five million dollars and to imprisonment for a term not exceeding two years.

- |  |         |  |
|--|---------|--|
| <i>Application for a Permit</i>  | 34.     | Application for the grant or renewal of an ATOP shall be made in writing to the Authority and may contain such information as specified in the Third Schedule to these regulations or such other information as may be published by the Authority from time to time. |
| <i>Grant or Renewal of a Permit</i>                                      | 35.     | The Authority if satisfied that the applicant has complied with the requirements for the grant or renewal of the ATOP, shall grant or renew the ATOP.  |
| <i>Period for which Permit Will Remain in Force</i>                      | 36. (1) | An ATOP shall be valid for a period for a period not exceeding one (1) year and subject to renewal every year and on such terms and conditions as may be specified by the Authority from time to time.   |
|  | (2)     | An ATOP not utilized at the expiration of its year validity period shall not be renewed by the Authority; notwithstanding, the holder of the ATOP may apply for a fresh issuance.  |
|  | (3)     | The holder of an ATOP shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the ATOP.   |
| <i>Permit Fees</i>   | 37.     | The Authority shall charge such fees as it may determine for processing the grant and renewal of an ATOP.  |
| <i>Revocation, Amendment and Suspension of a Permit by the Authority</i> | 38. (1) | The Authority may vary suspend or revoke an ATOP if the holder of the ATOP contravenes any of the provisions of the Civil Aviation Act, these regulations, rules and order made thereunder and any such condition subject to which the ATOP was granted.             |
|  |         | The Authority may also revoke or suspend a permit:   |
|  | (2)     | (a) if the holder of the permit has, since the permit was granted, been convicted of an offence against regulation 32;   |

- (b) where the holder of a permit is a body corporate, if any officer of that body corporate has, since the permit was granted, been convicted, in his capacity as such officer, of an offence against regulation 32; or
- (c) if the holder has in the opinion of the Authority, failed to maintain a satisfactory level of service.
- (d) For the purpose of paragraph 37.(2)(b), “officer” means a director, general manager, secretary or other similar officer and includes any person who, with the authority of the body corporate, acts as such officer.

If the Authority proposes to suspend or revoke any ATOP, (3) the Authority shall:

- (a) give a written notice to the holder of the ATOP specifying the violation(s);
- (b) specify in the written notice the right of the holder of the ATOP to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.
- (c) Upon receipt of the representations from the holder of the ATOP, the Authority shall make an evaluation and inform the holder of the ATOP of its determination.
- (d) Notwithstanding the above, the Authority may by written notice, convey to the holder of the ATOL its decision to suspend the ATOP if it is in the interest of safety and security.

*Publication of the  
Particulars of a  
Decision*

39.

The Authority shall publish, for the information of the general public, its decision regarding an application for and revocation of an ATOP. Such publication may be placed on the Authority’s website, daily newspapers or



other such media that the public uses to access information.

## **PART V**

### **PERMIT FOR AERIAL AVIATION SERVICES (PAAS)**

- |   |         |  |
|---|---------|--|
| <i>Application of Part V to an Aerial Aviation Service Provider</i> | 40.     | This Part shall apply to the provision of aerial aviation services such as aerial mapping, aerial survey, crop spraying, aerial advertisement, flying club, flying school and such other services as may be designated by the Authority from time to time.   |
| <i>Penalties for contravention of Regulations</i>                   | 41. (1) | No person shall provide aerial aviation services such as aerial mapping, aerial survey, crop spraying, aerial advertisement, flying club, flying school and such other services as may be designated by the Authority from time to time, unless he is a holder of a Permit for Aerial Aviation Services (PAAS) issued by the Authority or other applicable authorizations.   |
|   | (2)     | Any person who provide aerial aviation services in contravention of the provisions of these Regulations is guilty of an offence and is liable - <ul style="list-style-type: none"><li>(a) on summary conviction to a penalty of not less than one million Guyana dollars nor more than five million Guyana dollars and to imprisonment for a term not exceeding one year;</li><li>(b) on conviction on indictment, to a penalty not exceeding five million dollars and to imprisonment for a term not exceeding two years.</li></ul> |
| <i>Application for a Permit</i>                                     | 42.     | Application for the grant or renewal of a PAAS shall be made in writing to the Authority and may contain such information as specified in the Fourth Schedule or such other information as may be published by the Authority from time to time.  |

*Grant or Renewal of  
a Permit*

43. The Authority, if satisfied that the applicant has complied with the requirements for the grant or renewal of the PAAS, shall grant or renew the PAAS.

*Period for which  
Permit Will Remain  
in Force*

44. (1) A PAAS shall be valid for a period of three (3) years and subject to renewal every three years and on such terms and conditions as may be specified by the authority from time to time.
- (2) A PAAS not utilized at the expiration of its three (3) year validity period shall not be renewed by the Authority; notwithstanding this, the holder of the PAAS may apply for a fresh issuance.
- (3) The holder of a PAAS shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the PAAS.
- (4) If at the expiration of a PAAS, an application for renewal is pending with the Authority, the expiring PAAS may continue in force under such terms and conditions as prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the PAAS have been submitted to the Authority and the delay is occasioned by a third party. Provided that this period shall not exceed six (6) months from the date of the expiration of the PAAS.

*Requirements to  
Submit Information*

45. (1) Each holder of a PAAS shall submit to the Authority annually or, at such times as the Authority may deem fit, a list showing the names of its shareholders and the percent of shareholding in the company together with the names of any person on whose behalf such shares are held.

Each holder of a PAAS shall notify the Authority of any change in the ownership of the entity.

- (2) Each holder of a PAAS shall file with the Authority, a true copy of every contract or agreement affecting its operations or any modification or cancellation thereof, between the holder of the PAAS and any air carrier or
- (3) other bodies.

*Revocation,  
Amendment and  
Suspension of a  
Permit by the  
Authority*

46. (1) The Authority may vary, suspend or revoke a PAAS if the holder of the PAAS contravenes any of the provisions of the Civil Aviation Act, these regulations, rules and orders made thereunder and any such condition subject to which the PAAS was granted.
- (2) If the Authority proposes to suspend or revoke any PAAS, the Authority shall:
- (a) give a written notice to the holder of the PAAS specifying the violation(s);
  - (b) specify in the written notice the right of the holder of the PAAS to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.
  - (c) Upon receipt of the representations from the holder of the PAAS, the Authority shall make an evaluation and inform the holder of the PAAS of its determination.
  - (d) Notwithstanding the above, the Authority may by written notice, convey to the holder of the PAAS its decision to suspend the PAAS if it is in the interest of safety and security.

*Publication of the  
Particulars of a  
Decision*

47. The Authority shall publish for the information of the general public, its decision regarding an application for and revocation of a PAAS. Such publication may be placed on the Authority's website, daily newspapers or other such media that the public uses to access information.

**PART VI**  
**EXPANSION IN SCOPE AND SCALE OF OPERATIONS**

*Application of Part VI to Operator Expansion*      48.      Any operator desiring to expand its scope and scale of operations, whether is entering new markets, acquisition of additional fleet, increasing the size of its equipment, the operator will be required to provide additional information to the Authority, if such information has not been provided previously within the last 12 months of operations. This is to satisfy the Authority that it has financial and other resources to ensure operations are carried out to the highest degree of safety and security standards and with regularity of services required by the Authority.

*Requirements to Submit Information*      49.      Such information at minimum which shall be submitted by the applicant in the manner and form as prescribed by the Authority are:

- (a) Application Form as provided by the Authority.
- (b) Detail narrative on the sustainability of the operations.
- (c) Market analysis
- (d) Projected Income and Expenditure Statement for at least two (2) years.
- (e) Projected Cash Flow Statement for at least two (2) years to reflect the expansion.
- (f) Projected Balance Sheet for at least two (2) years.
- (g) Evidence of available funds for expansion.
- (h) Identify the human resources capacity in place.
- (i) List of creditors
- (j) List of debtors
- (k) Certificate of good standing as issued by the the Registrar of Companies.
- (l) Indicate whether the financials of the company has been audited.

On receipt of an application, the Director General may request for additional information from the applicant as deemed necessary.

**PART VII**  
**ADVERTISING OF OPERATIONS AND PRICES**

*Application of Part  
VII to Advertising  
of Air Services*

50. This Part shall apply to advertising in all media of prices for air services within, or originating in Guyana

*Requirements and  
Prohibitions  
Relating to  
Advertising*

51. (1) All advertisements of operations shall have the base fares and rates of the specified operations; as well as all associated charges and fees that will be accrued to the consumers.

- (2) All advertisements shall clearly identify the operator providing the service who shall also be the holder of the authorization by the Director General to conduct such services.

- (3) The authorized route shall be advertised as granted whereby advertisements for air travel from the point of origin to points beyond the destination point, as stated on the license or permit, shall clearly state that the flight will be operated via the point of destination.

- (4) A person shall not provide information in an advertisement in a manner that could interfere with the ability of anyone to readily determine the total price that shall be paid for an air service or for any optional incidental service.

**PART VIII**  
**CODE-SHARE & CO-OPERATIVE AGREEMENTS**

*Code-Share and  
Co-operative  
Agreements*

52. (1) Any airline wishing to operate in, to or from Guyana, a service previously agreed upon in a code-share agreement, shall submit in writing, a formal, stamped and signed letter addressed to the Director General requesting to conduct such operations.
- (2) A signed and updated copy of the code-share agreement shall be submitted to the Director General, which shall satisfy all the requirements of the Authority's policies on codeshare agreements.
- (3) The operating carrier, as specified in the agreement, shall possess the appropriate form of authorization as granted by the Director General under these Regulations to conduct its operations.
- (4) Code-share operations will only be rejected if after thorough analysis, it is realized that such services will not benefit the travelling public or it does not fulfil the requirements of the Authority's policies on code-share agreements.
- (5) Airlines and/or ticket agents are required to inform consumers if a flight is operated under a code-share arrangement, as well as disclose the corporate name of the operating air carrier and any other name under which the flight is offered to the public before the passengers embark the plane.

*Penalties for  
Contravention of  
Regulations*

53. Failure to adhere to paragraph 52.(5) of these Regulations will result in a fine of one hundred thousand dollars and in the case of a second or subsequent offence to a fine of two hundred thousand dollars.

## **PART IX DOMESTIC OPERATIONS**

- Application of Part IX to Domestic Operations*      54. (1) This section shall apply to domestic airline operations in Guyana.
- (2) Subject to these regulations, domestic airlines may determine the route(s) to operate, the frequency or frequencies of operations and fares to be charged.
- Requirement to Notify Authority*      55. All domestic airlines operating in Guyana shall notify the Authority of the route(s) to operate, the frequency or frequencies of operations and fares to be charged prior to the introduction of these routes, frequencies and fares.
- Scheduled Domestic Operations*      56. (1) Prior to commencement of operation an ATL holder shall:
- (a) obtain Air Operator Certificate (AOC) from the Authority;
- (b) have at least one (1) aircraft in its fleet;
- (c) provide insurance cover for passengers, cargo and third party;
- (2) All Airlines engaged in domestic operations shall operate in accordance with the conditions specified in their approval.
- All holders of an Airline Operating Permit (AOP), prior to commencement of operation, shall:
- Non-Scheduled Domestic Operations*      57. (1) (a) obtain Air Operator's Certificates (AOCs) from the Authority; and
- (b) provide insurance cover for passengers, cargo and third party.
- (2) All domestic airlines engaged in non-scheduled operations shall operate in accordance with the conditions specified in their approval.

**PART X**  
**INTERNATIONAL OPERATIONS BY GUYANESE AIRLINES**

*International  
Operations by  
Guyanese Airlines*

58. (1) All Guyanese holders of Air Operator Certificate are required to obtain approval from the Authority prior to undertaking international operations. Such applicant shall complete the required application forms so required by the Authority.
- (2) Guyanese airlines shall be required to be designated or authorised under existing air services agreements between Guyana and the other States before operation of international services. Such airlines are required to demonstrate to the Authority:
- (a) evidence of substantial ownership and effective regulatory control of the airline;
  - (b) adequate financial capability for such operations;
  - (c) adequate resources in place to facilitate such operations; and
  - (d) adequate insurance cover for its operations.

*Application for  
Designation*

59. (1) Application for designation on international routes shall be made in writing to the Authority for assessment and shall contain at minimum:
- (a) Name of Air Services Agreement authorisation or designation is being sought under;
  - (b) Details of routes to be operated;
  - (c) Number and type(s) of aircraft to be used for the operation(s);
- (2) Upon receipt of such application for designation, the Authority shall forward its recommendation to the Director-General, Ministry of Foreign Affairs for transmission to the recipient State through diplomatic channels. This process shall be exempt if the Air Services Agreement allows for a different means of communicating designated or authorised airlines.



**PART XI**  
**FOREIGN AIRLINE OPERATIONS INTO AND OUT OF GUYANA**

*Application of Part  
XI to Foreign  
Airline Operations*

60. (1) This section shall apply to foreign airline operations into and out of Guyana.
- (2) Foreign airlines shall not operate into and out of Guyana, without obtaining the requisite Economic, Safety and Security approvals issued by the Authority.
- (3) Foreign airlines shall fulfill the requirements specified in the Schedules as applicable and as may be published by the Authority from time to time.
- (4) Foreign airlines operating into and out of Guyana for the purpose of international air services shall have the right to have sales offices at the point(s) of entry and in some cases as specified in the subsisting bilateral air services agreement under which the foreign carrier is designated.

**PART XII**  
**AIRLINE FINANCIAL HEALTH**

*Application of Part  
XII to Guyana  
Airlines*

61. (1) This section shall apply to the continuous monitoring of the operations of Guyanese licensed airlines for the purpose of ensuring their financial capability for safe, secure, reliable and sustainable services.

*Requirements  
Relating to Financial  
Management*

62. (1) All Guyana licensed airlines shall ensure proper, transparent and prudent financial management in the conduct of their operations.
- (2) All Guyana licensed airlines shall submit to the Authority on a quarterly basis, all financial data and records on their operations in the form and manner as prescribed by the Authority.

- (3) The Authority shall evaluate the financial returns and make available a copy of the report of the financial health assessment to the management of the airline which may make representation to the Authority if necessary.
- (4) The Authority upon receipt of the airline's representation shall review same and communicate its decision to the airline.

### **PART XIII INSURANCE**

*Application of Part  
XIII to Aviation  
Insurance*

63. (1) This section prescribes the type of insurance cover to be maintained by all aviation service providers in Guyana.

*Requirements and  
Prohibitions  
Relating to Aviation  
Insurance*

64. (1) No person shall operate any aircraft in Guyana without adequate insurance.
- (2) No person shall operate any aircraft in public air transport category without adequate insurance.

- (3) Aerodrome operators and air navigation service providers shall not operate without maintaining adequate insurance.

- (4) Any person having a duty to maintain adequate insurance shall submit to the Authority on a yearly basis, insurance certificates, evidence of payment of premium and policy documents.

- (5) All airlines, aerodrome operators and air navigation service providers shall ensure payment of premium as and when due and submit same to the Authority on a yearly basis.

- (6) All airlines shall include in their tickets a statement to the effect that liability arising from death and bodily injury to passengers in the course of carriage by air within or

from Guyana shall be governed by the provisions of the Act and these regulations.

- (7) The minimum third party liability insurance limit for aircraft engaged in aircraft operations in Guyana shall be in relation to the maximum take-off weight (MTOW) of an aircraft as indicated the Sixth Schedule.
- (8) The minimum insurance cover for aircraft engaged in the carriage of passengers, mail and cargo in Guyana shall be in relation to the aircraft available seat capacity.
- (9) The limits of liability for death or bodily injury of passenger, loss or delay of baggage and cargo for domestic and international operations shall be as prescribed by the Act.

- (10) The minimum insurable cover for aerodromes and air navigation services shall be from time to time be fixed by the Authority. The insurable sum shall cover the following areas:

- (i) Airside and landside
- (ii) Bodily injury
- (ii) Property damage
- (iii) Hijacks and Hostage-taking
- (iv) War Risks

- (11) All insurance certificate shall be in English and include at minimum third party liability; name of operator; aircraft type; geographic limitation; and period of policy.

Operators of the following aviation services shall maintain minimum insurance cover for their operations as follows:

- (12)
  - (a) Aerodrome (International) - US\$250 million
  - (b) Air Navigation Services - US\$100 million

**PART XIV**  
**FAMILY ASSISTANCE PROGRAMME**

*Requirement to  
Establish Family  
Assistance  
Programme*

65. (1) Every Guyanese air operator shall establish a Victim's Family Assistance Programme (VFAP) which shall provide succour to families of victims of aircraft accidents in Guyana.

- The VFAP shall be presented to the Authority in the manner
- (2) prescribed by the Authority for approval.

**PART XV**  
**AIR TRANSPORT STATISTICS**

*Requirement to  
Submit Statistical  
Information*

66. (1) These Regulations shall apply to the collation, submission and analysis of statistical data on domestic and international airline operations.

- (2) All airlines, air navigation service providers, aerodrome operators and other service providers shall submit to the Authority statistical data of their operations in the form and manner as prescribed by the Authority Seventh Schedule and in any other form as may be required by the Authority.

- The Authority shall keep a record of all data submitted and shall analyse same for annual statistical publication and file with ICAO in accordance with Article 67 of the Chicago Convention.
- (3)

**PART XVI**  
**FARES AND TARIFFS**

*Filing of Fares  
and Tariffs*

67. (1) Except as provided in an international agreement, convention or arrangement regarding civil aviation, before commencing the operation of a service, an air carrier or its agent shall:

- (i) file with the Authority a tariff for that service showing all rates, fares and add-on charges, including the terms and conditions of free and reduced rate transportation for that service, as specified in the Eighth Schedule;
- (ii) denominate all rates, fares and charges shown in any tariff in the first instance, in local currency, notwithstanding whether such fares and charges are denominated in foreign currencies in the case of foreign carriers.

(2) All tariffs required to be filed in pursuance of 67.(1) shall be done at least twenty (21) days before the rates come into effect, except in the case of matching an existent rate for which no more than prior notification is required.

(3) All fares may be available for sale and carriage as long as they are not disallowed or suspended in accordance with Regulations 70.(1).

(4) Tariffs in any medium may be filed with the Authority provided that, where a medium other than paper is to be used, the Authority and the filer have signed an agreement for the processing, storage, maintenance, security and custody of the data base.

*Failure to Comply  
with Tariff Filing*

68. (1) If an air carrier that offers a service fails to apply the fares, rates, charges or terms and conditions of carriage set out in the tariff that applies to that service, the Authority may direct it to:

- (i) take the corrective measures it considers appropriate; and
- (ii) pay compensation for any expense incurred by any person adversely affected by its failure to apply the fares, rates, charges or terms and conditions set out in the tariff.

*Amendment of Fares and Tariffs*

69. (1) The following shall apply to changes in tariff:

- (i) Except where a fare is disallowed, no rate may be changed unless the tariff or amendment in which it is set out is filed within the appropriate time limit set out in paragraph 67.(2);
- (ii) Every tariff or toll may bear an expiry date;
- (iii) Any amendment to the expiry date of a tariff after the date of its publication shall be made in accordance with paragraph 67.(1).

*Disallowance or Suspension of Fares and Tariffs*

70. (1) Subject to the provisions of these regulations, the Director General may decide, at any time:

- (i) to disallow or suspend a basic fare which, taking into account the whole fare structure for the route in question and other relevant factors including the competitive market situation, is excessively high to the disadvantage of consumers in relation to the long term fully- allocated relevant costs of the air carrier, including a satisfactory return on capital;
- (ii) to stop, in a non-discriminatory way, further fare decreases in a market, whether on a route or a group of routes, when market forces have led to sustained downward development of air fares deviating significantly from ordinary seasonal pricing movements and resulting in widespread losses among all air carriers concerned for the air services concerned, taking into account the long term fully allocated relevant costs of the air carriers.

(2) In the case of a foreign air carrier whose State has entered a bilateral or multilateral air services agreement with Guyana that contain parallel notification or double disapproval obligations, the following shall apply:

- (i) a decision taken pursuant to 70.(1) shall be notified with reasons to the relevant authorities of the foreign state involved as well as to the affected air carriers.
- (ii) if within fourteen (14) days of the date of receiving notification, no relevant authority of any concerned foreign state has notified disagreement stating its reasons, the Director General may advise the Minister to direct the air carrier concerned to withdraw the basic fare or to abstain from further fare increases or decreases, as appropriate.
- (iii) in the case of disagreement, the Director General may advise the Minister to consult the relevant authority of the foreign state involved to review the situation.

In all cases, other than Regulation 70.(2), the following shall apply:

- (3)
- (i) a decision taken pursuant to 70.(1), shall be notified with reasons to the affected air carrier;
  - (ii) the affected air carrier under 70.(3)(i) may within fourteen (14) days of receipt of the decision, make written representations identifying clearly a rational justification for its rate to the Authority with a request for a review of the decision;
  - (iii) the Authority shall within fourteen (14) days of its receipt of the written representations convey its final decision to the affected air carrier.

Where any provision of a tariff is suspended or disallowed by the Authority or the Minister, the issuing

(4)

air carrier or its agent shall immediately file with the Authority an appropriate tariff, to become effective not less than two (2) working days after the date of filing that restores the provision replaced by the suspended or disallowed provision.

- (5) Where any provision of a tariff is suspended or disallowed by directive of the competent authorities of a foreign state, or the suspension or disallowance has been rescinded or the cancellation of the suspended or disallowed provision has been directed by those authorities, the issuing air carrier or agent may comply with their decision in accordance with such regulations of the competent authorities as may be pertinent.

Every air carrier shall:

*Publication and  
Display of Tariffs*

71. (1) (i) display in a prominent place at the business offices of the air carrier a sign indicating that the tariffs for the domestic service offered by the air carrier, including the terms and conditions of carriage, are available for public inspection at the business offices of the air carrier, and allow the public to make such inspections;
- (ii) publish the tariffs and the terms and conditions of carriage on any internet site used by the air carrier for selling the service offered by the air carrier;
- (iii) in its tariffs, specifically identify (avoiding the use of codes) the basic fare, and all specific charges and surcharges between all points for which the air service is offered by the air carrier; and
- (iv) retain a record of its tariffs for a period of not less than six years after the tariffs have ceased to have effect.

A tariff referred to in 71.(1) shall include such other information as the Authority may by order prescribe from time to time.

(2)



- (3) An air carrier shall not apply any fare, rate, charge or term or condition of carriage applicable to the service it offers unless the fare, rate, charge, term or condition is set out in a tariff that has been published or displayed under 71.(1) and is in effect.

- An air carrier shall provide a copy or excerpt of its tariffs to any
- (4) person on request and on payment of a fee not exceeding the cost of making the copy or excerpt.

- If, on complaint in writing to the Authority by any person, the
- (5) Authority finds that, contrary to 71.(1), an air carrier has applied a fare, rate, charge, surcharge or term or condition of carriage applicable to the service it offers that is not set out in its tariffs, the Authority may order the air carrier to:

(i) apply a fare, rate, charge, surcharge or term or condition of carriage that is set out in its tariffs;

(ii) compensate any person adversely affected for any expenses they incurred as a result of the air carrier's failure to apply a fare, rate, charge, surcharge or term or condition of carriage that was set out in its tariffs; and

(iii) take any other appropriate corrective measures.

Before an air carrier publishes tariffs through an agent, the carrier shall file with the Authority a letter authorizing the agent to act on its behalf.

*Filing Through an Agent*

72. (1)

- (2) Where an air carrier publishes tariffs through another air carrier or a company that is not an air carrier, the issuing carrier shall first file with the Authority a letter authorizing the other carrier or company to act on its behalf.

## PART XVII

### AIR SERVICES AGREEMENTS

#### *Air Services Agreements*

73. These Regulations shall apply to the:

- (i) consultative and advisory process by the Authority in respect of international agreements, bilateral air services agreements, multilateral air service agreements, commercial agreements, and all other agreements, protocols or documents related to membership of an international organization, granting of traffic rights in air services agreements, performance of a covenant of an international nature, or stipulating adherence to international standards; and
- (ii) monitoring of the operations of foreign airlines operating under subsisting bilateral air services agreements, multilateral air services agreements, commercial agreements and other Sub-regional and Regional Protocols and Agreements.

#### *Internal Procedure in Consultation and Advice Process*

74. (1) Upon notification by the Minister of the requirement for the Authority's advice, input or participation in respect of any international agreement, the Director General shall prepare Guyana's position on the issue.

(2) The Authority shall forward Guyana's position to the Minister in writing.

#### *Principles for Consultation and Advice to the Minister on International Agreements*

75. (1) The Director General in his deliberations and actions under this subsection, shall be guided by the overriding principle of promoting the overall interest of the Guyana.

(2) He shall also be guided by the following principles which shall constitute minimum standards applicable to the Authority's consultation and advisory process:

- (i) Encourage competition and the development of new and expanded international air services to benefit travellers, airlines, the tourism and business sectors;

- (ii) Create opportunities for Guyanese airlines to grow and compete successfully in a more liberalized global environment;
- (iii) Enable Guyanese airports to market themselves in a manner that is unhindered by bilateral constraints to the greatest extent possible;
- (iv) Support and facilitate Guyana's international trade objectives;
- (v) Support a safe, secure, efficient, economically healthy and viable Guyana air transportation industry;
- (vi) Protect consumers from unreasonably discriminatory practices and the application of all subsisting consumer protection regulations.

*Monitoring of  
Bilateral Air  
Services Agreements*

76.

The Authority shall monitor the operations of all foreign airlines operating into and out of Guyana to ensure that their operations are in accordance with the provisions of the subsisting Bilateral Air Services Agreements (BASAs), Multilateral Air Services Agreements (MASAs), Commercial Agreements and approvals guiding their operations.

*Open Skies  
Agreements*

77.

The Authority shall continue to promote the interest of Guyana, Guyanese airlines as well as the sustainable development of the Guyana aviation industry, in fulfilling the country's obligation in any open skies agreement to which Guyana is a signatory.

## PART XVIII CONSUMER PROTECTION

*Scope of Application of Part XVIII* 78. (1) These Regulations shall apply to minimum rights and obligations for passengers and airlines where:

- (i) There is an incidence of “No-show” and Overbooking;
- (ii) Passengers are denied boarding against their will;
- (iii) A scheduled flight is delayed;
- (iv) A scheduled flight is cancelled.

(2) These Regulations shall apply:

- (i) to passengers departing from an airport located within Guyana’s territory to another airport within Guyana;
- (ii) to passengers departing from an airport located in another country to an airport situated within Guyana, unless they received benefits or compensation and were given assistance in that other country, if the operating air carrier of the flight concerned is a Guyana carrier;
- (iii) to foreign air transportation with respect to non-stop flight segments originating at a point within Guyana.

In respect of Regulations 78.(2), it shall apply on the condition that a passenger:

- (3) (i) has a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in Regulations 84, present himself or herself for check-in, as stipulated and at the time indicated in advance and in writing (including by electronic means) by the air carrier, tour operator or an authorized travel agent, or, if no time is indicated, not later than 1 hour before the published departure time; or

- (ii) has been transferred by an air carrier or tour operator from the flight for which he or she held a reservation to another flight, irrespective of the reason.

- (4) These Regulations shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public. However, it shall apply to passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier or tour operator.

- (5) These Regulations shall apply to any operating air carrier providing transport to passengers covered in Regulations 78.(2) and 78.(3) above. Where an operating air carrier, which has no contract with the passenger, performs obligations under these Regulations, it shall be regarded as doing so on behalf of the carrier having a contract with that passenger.

These Regulations shall not apply in cases where a packaged tour is cancelled for reasons other than cancellation of the flight.

- (6) A passenger who shows-up on a later date or time other than the scheduled date or time of departure on his or her ticket may be considered for wait listing on another flight subject to seat availability after meeting the airlines requirement(s).
- (7)

An air carrier may overbook a scheduled flight in contemplation of the possibility of some passengers not showing up for that flight.

*“No Show” and  
Overbooking*

79. (1) An airline shall have the following obligations in the event of an oversold flight:

- (2)
- (i) ensure that the smallest practicable number of persons holding confirmed reserved space on that flight are denied boarding involuntarily;
  - (ii) request for volunteers for denied boarding before applying boarding priority.

*Denied Boarding*

80. (1) Any other passengers denied boarding except in accordance with Regulations 79.(2) above, is considered for purposes of this Regulation to have been denied boarding involuntarily, even if the passengers accept the denied boarding compensation. Volunteers shall be compensated in accordance with Regulations 85 and 86 (Compensation Provision), such assistance being additional to the benefits mentioned in these Regulations.

- (2) In relation to each passenger solicited to volunteer for denied boarding, no later than the time the airline solicits that passenger to volunteer for denied boarding, the airline shall:

(i) advise whether he or she is in danger of being involuntarily denied boarding and, if so, the compensation the carrier is obligated to pay if the passenger is involuntarily denied boarding;

(ii) where an authorised carrier offers free or reduced rate air transportation as compensation to volunteers, the carrier shall disclose all material restrictions, including but not limited to administrative fees, advance purchase or capacity restrictions, and blackout dates applicable to the offer before the passenger decides whether to give up his or her confirmed reserved space on that flight in exchange for the free or reduced rate transportation.

If an insufficient number of volunteers come forward, the carrier may deny boarding to other passengers in accordance with its boarding priority procedures.

- (3) Every operating air carrier shall establish priority procedures and criteria for determining which passengers holding confirmed reserved space shall be denied boarding on an oversold flight if an insufficient number of volunteers come forward.

*Boarding priority procedures*

81. (1)

Such procedures and criteria shall reflect the obligations of the operating air carrier set forth in Regulations 79 to

- (2)

minimize involuntary denied boarding and to request volunteers, and shall be written in such manner as to be understandable and meaningful to the average passenger.

- Such procedures and criteria shall not make, give, or cause any
- (3) undue or unreasonable preference or advantage to any particular person or subject any particular person to any unjust or unreasonable prejudice or disadvantage in any respect whatsoever.

- Boarding priority factors may include, but are not limited to, the
- (4) following:

- (i) passengers on urgent medical trips;
- (ii) a passenger's time of check-in;
- (iii) whether a passenger has a seat assignment prior to boarding;
- (iv) the fare paid by a passenger;
- (v) a passenger's frequent-flyer status;
- (vi) a passenger's reduced mobility status, including unaccompanied minor;
- (vii) Families (maximum of two adults) where at least one child is aged five years or under.

- If an insufficient number of volunteers come forward to allow the remaining passengers with reservations to board the flight, the operating air carrier may then deny boarding to passengers involuntarily.
- (5)

- If boarding is denied to passengers involuntarily, the operating air carrier shall immediately compensate them in accordance with Regulations 85 and 86; and assist them in accordance with Regulations 87, 88 and 89.
- (6)

- (7) Every air carrier shall develop and file with the Authority, Boarding Priority Procedures consistent with these Regulations.

*Domestic Flight  
Delays*

82. For domestic flights, when an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure, it shall provide the passengers the assistance specified below:

- (i) immediately after one hour, the assistance specified in Regulations 87.(1)(i) and section 87.(2)
- (ii) at a time between 10p.m. and 4a.m., or at a time when the airport is closed at the point of departure or final destination, the assistance specified in Regulations 87.(1)(iii) and 87.(1)(iv); and
- (iii) two hours and beyond, the assistance specified in Regulations 86.(1)(i)

*International Flight  
Delays*

83. (1) For international flights, when an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure, it shall provide to the passengers the assistance specified below:

- (i) between two and four hours, the assistance specified in Regulations 87.(1)(i) and 87.(2);
- (ii) for four hours or more the assistance specified in Regulations 87.(1)(ii) and 87.(2); and
- (iii) when the reasonably expected time of departure is at least six hours after the time of departure previously announced, the assistance specified in Regulations 87.(1)(iii) and 87.(1)(iv).

- (2) In any event, the assistance shall be provided within the time limits set out in these regulations.

*Cancellations*

84. (1) In case of cancellation of a flight, the passengers concerned shall:



- (i) be offered assistance by the operating air carrier in accordance with Sections 85. (1) and
- (ii) be offered assistance by the operating air carrier in accordance with Sections 86.(1)(i) and 86.(2), as well as, in the event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in Sections 86.(1)(ii) and 86.(1)(iii);
- (iii) in respect of domestic flights, have the right to compensation by the operating air carrier in accordance with Regulations 87, unless they are informed of the cancellation at least twenty-four hours before the scheduled time of departure.
- (iv) in respect of international flights, have the right to compensation by the operating air carrier in accordance with Regulations 87, unless:
  - (a) they are informed of the cancellation at least seven days before the scheduled time of departure; or
  - (b) they are informed of the cancellation between three and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart not more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or
  - (c) they are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart not more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.

- (2) When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.
- (3) An operating airline shall not be obliged to pay compensation for cancellation if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

- The burden of proof concerning any question as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating airline.
- (4)

Where reference to compensation is made in this section, passengers shall receive at least:

*Right to  
Compensation*

85. (1)
- (i) 25% of the fares or passenger ticket price for all domestic flights ~~within Guyana~~.
  - (ii) 30% of the passenger ticket price for all international flights.

When passengers are offered re-routing to their final destination on an alternative flight pursuant to Regulations 90, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked:

- (2)
- (i) by one hour, in respect of all domestic flights;
  - (ii) by three hours, in respect of all international flights,

the operating airline carrier may reduce the compensation provided for in Regulations 85.(1) by 50%.

The compensation referred to in Regulations 86.(1) shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the

- (3) passenger, in travel vouchers or other services.

- (4) Where compensation is made in voucher, the voucher shall be redeemable at all sales outlets of the air carrier providing the voucher.

*Right to  
Reimbursement or  
Re-routing*

86. (1) Where reference to reimbursement or re-routing is made in this section, passengers shall be provided any of the following choices:

- (i) immediate reimbursement in cash for domestic flights and reimbursement within fourteen days for international flights, by the means provided for in sections 85.(3), of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity;
- (ii) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or
- (iii) re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.

Regulations 86.(1)(i) shall also apply to passengers whose flights form part of a package, except for the right to reimbursement where such right arises under any contractual understanding between the passenger and provider.

(2)

When an operating air carrier offers a passenger a flight to an airport alternative to that for which the booking was made, the operating air carrier shall bear the cost of transferring the passenger from that alternative airport either to that for which the booking was made, or to

(3)

another close-by destination agreed with the passenger.

*Right to Care*

87. (1) Where reference to care is made in this section, passengers shall be offered free of charge:
- (i) refreshments including water, soft drinks, confectioneries or snacks;
  - (ii) a meal;
  - (iii) hotel accommodation;
  - (iv) transport between the airport and place of accommodation (hotel or other accommodation).
- (2) In addition to Regulations 87.(1), passengers shall be offered free of charge, two telephone calls, SMS or e- mails.
- In applying this section, the operating air carrier shall prioritize
- (3) the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied minors.

*Upgrading and Downgrading*

88. (1) If an operating airline places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.
- (2) If an operating airline places a passenger in a class lower than that for which the ticket was purchased, by the means provided for in Regulations 85.(3), it shall immediately reimburse the difference to the passenger in accordance with the mode of payment, plus:
- (i) 30% of the price of the ticket for all domestic flights immediately, and
  - (ii) 50% of the price of the ticket for all international flights within 14 days.

*Persons with Reduced Mobility or Special Needs*

89. (1) The operating airline shall give priority to carrying persons with reduced mobility and any persons accompanying them, unaccompanied minors, and families (maximum of two adults) where at least one child is aged five years or under.
- (2) In cases of denied boarding, cancellation and delays of any length, persons with reduced mobility and any persons accompanying them, unaccompanied minors,

and families (maximum of two adults) where at least one child is aged five years or under, shall have the right to care in accordance with Regulations 87.

*Further  
Compensation*

90. (1) This section shall apply without prejudice to a passenger's rights under any contractual, statutory or any other applicable law.
- (2) Without prejudice to relevant principles under any other law, including case law, Regulations 90.(1) shall not apply to passengers who have voluntarily surrendered a reservation under section 79.(2).

*Exceptions to  
Eligibility for  
Denied Boarding  
Compensation*

91. A passenger who has been denied boarding involuntarily from an oversold flight shall not be eligible for denied boarding compensation in the event that:
- (i) the passenger does not comply fully with the authorised carrier's contract of carriage or tariff provisions regarding ticketing, reconfirmation, check-in, and acceptability for transportation;
  - (ii) the passenger is offered accommodation or is seated in a section of the aircraft other than that specified on the ticket at no extra charge, except that a passenger seated in a section for which a lower fare is charged shall be entitled to an appropriate refund; or
  - (iii) the authorised carrier arranges comparable air transportation, or other transportation used by the passenger at no extra cost to the passenger, that at the time such arrangements are made is planned to arrive at the airport of the passenger's next stopover or, if none, at the airport of the final destination not later than one hour after the planned arrival time of the passenger's original flight or flights.

*Right of Redress*

92. In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under these Regulations, no provision of these Regulations may be interpreted as restricting its right to

seek compensation from any person, including third parties, in accordance with any applicable law. In particular, these Regulations shall in no way restrict the operating air carrier's right to seek reimbursement from a tour operator or any other person with whom the operating air carrier has a contract. Similarly, no provision of these Regulations may be interpreted as restricting the right of a tour operator or a third party, other than a passenger, with whom an operating airline has a contract, to seek reimbursement or compensation from the operating airline in accordance with applicable relevant laws.

*Public Disclosure of  
Deliberate  
Overbooking and  
Boarding  
Procedures*

93. (1)

An authorised carrier shall cause to be displayed continuously in a conspicuous public place at each desk, station and position in Guyana which is in the charge of a person employed exclusively by it or jointly with another person, or by any agent employed by such air carrier or international air carrier to sell tickets to passengers, a notice which shall be clearly visible and legible to the traveling public and upon which shall have printed the particulars of the ninth Schedule.

(2)

An authorised carrier shall include with each ticket sold in Guyana as well as on the carrier's website, the notice referred to in Regulations 93.(1), printed in at least 12- point type. The notice may be printed on a separate piece of paper, on the ticket stock, or on the ticket envelope. The last two sentences of the notice shall be printed in a type face contrasting with that of the rest of the notice.

(3)

It shall be the responsibility of each authorised carrier to ensure that travel agents authorised to sell air transportation for that carrier comply with the notice provisions of Regulations 93.(1) and 93.(2).

94. (1)

*Written Explanation  
of Denied Boarding  
Compensation,  
Boarding Priorities  
and Verbal  
Notification of*

Passengers who are denied boarding involuntarily from flights on which they hold confirmed reserved space shall be provided by the authorised carrier with a written statement immediately after the denied boarding occurs, containing the terms, conditions, and limitations of denied boarding compensation, and describing the carriers' boarding priority rules and criteria.

*Denied Boarding  
Compensation*

- (2) The authorised carrier shall also furnish the statement to any person upon request at all airport ticket selling positions which are in the charge of a person employed exclusively by the carrier or jointly with another person and at all boarding locations being used by the carrier.
- (3) The contents of the statement shall contain the particulars set out in the ninth schedule.
- (4) In addition to furnishing passengers with the authorised carrier's written statement as specified in Regulations 94.(1) and 94.(2) of this regulation, in the event the carrier orally advises involuntarily bumped passengers that they are entitled to receive free or discounted transportation as denied boarding compensation, the carrier shall also orally advise the passengers of any material restrictions or conditions applicable to the free or discounted transportation and that they are entitled to choose a cheque instead or cash if that option is offered by the carrier. method in keeping with these regulations.

- An airline denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out the procedures for compensation and assistance in line with these Regulations. It shall also provide each passenger affected by a delay of at least one hour with an equivalent notice.
- (5)

- In respect of illiterate, visually impaired or other persons under disability, the provisions of this Regulation shall be applied using appropriate alternative means
- (6)

*Exclusion of Waiver*

95. (1) Airline's obligations to passengers under these Regulations may not be limited or waived, notably by a derogation or restrictive clause in the contract of carriage.

- If such a derogation or restrictive clause is applied in respect of a passenger, or if the passenger is not correctly informed of his rights and for that reason has accepted compensation which is inferior to that provided for in these Regulations, the
- (2) passenger shall still be entitled to pursue any available remedies.

- Lodging Complaints* 96. A passenger may lodge a complaint with the Consumer Protection Directorate, or any other competent person designated by the Authority, about an alleged infringement of these Regulations.
- Provision of Information* 97.(1) When requested to provide information by the Authority for the purposes of enforcing these Regulations, an operating airline carrier shall provide such information as the Authority may specify.
- (2) Any information generated by an operating airline carrier in relation to Regulations 97.(1), shall be retained by the airline carrier for a period of not less than two years.
- Complaints Procedure* 98.(1) Every airline shall establish a consumer protection desk at every airport it operates into and shall appoint an officer to manage the desk for the purpose of receiving, resolving and channelling difficult complaints to their Head offices, as well as liaising with the Authority where necessary.
- (2) A complainant may make a complaint with the Authority against an airline in relation to the breach of air passenger rights as provided in the Regulations by filling and submitting a Complaint Form (available at all airports), after the consumer shall have notified the air carrier of such a breach and the complaint remains unresolved.
- A complaint may be made in writing and transmitted to the Authority.
- (3) Every complaint shall be accompanied by:
- (i) a copy of the airline ticket;
  - (ii) A copy of the letter to the air carrier stating a claim for breach of air passenger rights;
- (4) (iii) any response or responses or correspondence thereto.  
(iv) Any other relevant document(s).



- (5) Where a Complaint has been made in a representative capacity, the representative shall provide the complainant's written authority to act on his or her behalf.

- Complainants can present a class action before the Authority,  
(6) but shall appoint a representative for the class.

*Assessment*

- 99.(1) The Authority shall cause an investigation to be carried out on the substance of the complaint and the consideration given by the air carrier within a reasonable period of time after the receipt thereof.

- In carrying out any assessment under these Regulations, an officer designated by the Authority shall have all the powers of  
(2) investigation to request for submissions to be made by any interested person(s) in relation to a complaint;

The Authority shall, amongst other things:

- (i) Notify the Respondent that a request has been lodged under these Regulations;  
(3)  
(ii) Require the Respondent to respond to the complaint within 7 days;  
(iii) Require the Respondent to describe the procedure it has taken to resolve the matter.

After every assessment, the investigator shall make an assessment report and shall make recommendations therein.

*Determination of Complaints*

- 100.(1) Upon a consideration of the assessment report, the nature of the conduct alleged against the Respondent, the extent of the claim by the complainant, public interest and other relevant factors, the Authority shall make a determination in any of the following ways:  
(2)

- (i) the complaint lacks merit pursuant to which the complaint would be struck out;

(ii) the complaint is of such a nature as to advise the parties to resolve the dispute through mediation.

(iii) the complaint is of such a nature as to be subjected to the Authority's administrative hearing procedure set out in Regulations 101.

(iv) take any other such actions as the authority may deem necessary.

(3) The Authority shall give notice of its determination to the interested parties in writing.

*Administrative  
Hearing  
Procedure*

101.(1) In the event that the interested parties do not agree to submit to the mediation procedure, the complaint shall be subject to the Administrative Hearing Procedure of the Authority.

If the Authority is of the view that the matter raised in the complaint are those over which any provision of the Act applies, the Authority shall set the complaint for Administrative Hearing.

(3) The Authority shall serve the parties a notice requesting a statement in support of their claim or case together with any evidence in support thereof.

(4) The Complainant shall within 7 days of the receipt of the notice transmit a statement of his case in writing to the Authority and the Respondent together with any evidence to be relied upon.

(5) The Respondent shall within 7 days of the receipt of the Statement of the case of the Complainant, transmit a statement of his case together with any evidence to be relied upon to the Authority and the Complainant.

The Authority shall fix a date for the hearing and shall so inform the complainant and the Respondent.

(6) At every hearing fixed pursuant to these Regulations:

(7)

(i) the person who made the complaint, or in whose behalf it was made, and each person to whom a notice was sent and any other person whose presence at the hearing is considered by the Authority to be desirable, is entitled to attend and participate personally or, in the case of a company or a firm, be represented by a person who, or by persons each of whom, is a director, officer, or employee of the company or firm;

(ii) a person participating in the hearing in accordance with paragraph (i) above is entitled to have another person, who may be a legal practitioner, or other persons present to assist him;

At every hearing, the Authority shall provide for as little formality and technicality as the requirements of the Act and a proper consideration of the complaint may permit.

(8)

Where the complainant fails to appear before the Authority on the date of hearing, the Authority may recommend that the complaint be dismissed for default, or decide it on merit.

(9)

Where the Respondent fails to appear before the Authority on the date of hearing, the Authority would will make recommendations based on the available records.

(10)

The Authority shall cause such records of the hearing to be made as is sufficient to set out the matters raised by the persons participating in the hearing.

(11) Every complaint shall be heard as expeditiously as possible and a determination made thereon within a reasonable time after the termination of the hearing.

(12) No adjournment of hearing shall be granted by the Authority unless sufficient cause is shown and the reasons for grant of adjournment has been recorded in writing by the Authority;

(13)

(14) The Authority may make such a decision as to the cost for the adjournment as may be considered appropriate.

(15) The Authority may terminate the hearing after it is satisfied that every person participating in the hearing has been given a reasonable opportunity to state or explain his or its position.

Where the Authority is of the opinion that no provision of the Act, or any Regulations made thereunder has been violated by the person against whom the complaint was made, the Authority shall make a determination to that effect.

Where the Authority is of the opinion that any provision of the Act, or any Regulations made thereunder has been violated, the Authority shall make a determination to that effect and make recommendations as it deems fit and reasonable to ensure that the violation ceases and that the injured party is accorded a reasonable remedy for his injury.

The Authority shall on the basis of any recommendations made pursuant to the hearing, issue the relevant order which shall relate to:

- (18) (i) the payment of compensation or restitution to a complainant;
- (ii) the payment of fines and or penalties;
- (iii) the referral of any persons for criminal prosecution; or
- (iv) any other order that may grant redress to a complainant.

**PART XIX**  
**INTERNATIONAL CARRIAGE BY AIR**

*Interpretation*

102. In this Part, unless the context otherwise requires:

Montreal Convention means the Convention, the English text of which is set out in the tenth Schedule, for the unification of certain rules for international carriage by air done at Montreal on 28 May 1999.

*Convention to Have Force of Law*

103.(1) The provisions of the Montreal Convention has the force of law in Guyana in relation to any carriage by air to which the Montreal Convention applies.

(2) Despite Regulations 103.(1) the provisions of the Montreal Convention has the force of law in Guyana only in so far as they relate to the rights and liabilities of carriers, carriers' servants and agents, passengers, consignors, consignees, and other persons.

(3) The provisions of the Montreal Convention apply in Guyana in accordance with Regulations 103.(1), irrespective of the nationality of the aircraft performing that carriage.

*Limitation of Liability*

104.(1) The limitations on liability referred to in Articles 21 and 22 of the Montreal Convention apply whatever the nature of the proceedings by which liability may be enforced and, in particular:

(a) those limitations apply where proceedings are brought by a tortfeasor to obtain contribution from another tortfeasor if the tortfeasor from whom contribution is sought is the carrier or a servant or agent of the carrier; and

(b) the limitation for each passenger referred to in Article 21 of the Montreal Convention applies to the aggregate liability of the carrier in all proceedings which may be brought against the carrier under the law of Guyana, together with

any proceedings brought against the carrier outside Guyana.

- (2) A court before which proceedings are brought to enforce a liability which is limited by Article 21 or Article 22 of the Montreal Convention may at any stage of the proceedings make any order that appears to the court to be just and equitable, in view of:

(a) the provisions of Article 21 or Article 22 of the Montreal Convention; and

(b) any other proceedings which have been, or are likely to be, commenced in Guyana or elsewhere to enforce the liability in whole or in part.

- (3) A court before which proceedings are brought to enforce a liability that is limited by Article 21 or Article 22 of the Montreal Convention has jurisdiction, where the liability is, or may be, partly enforceable in other proceedings in Guyana or elsewhere, to:

(a) award an amount less than the court would have awarded if the limitation applied solely to the proceedings before the court; or

(b) make any part of its award conditional on the result of any other proceedings.

- (4) The provisions of Regulations 104.(3) do not limit the powers conferred on a court by Regulations 104.(2)

*Value of Special  
Drawing Rights*

105.

For the purposes of Article 23 of the Montreal Convention the value of 1 special drawing right shall be treated as equal to such a sum in Guyana currency as is fixed by the International Monetary Fund as being the equivalent of 1 special drawing right for—

(a) the date of judgment; or

(b) any other relevant date; or

(c) if no sum has been so fixed for that date, the last preceding date for which a sum has been so fixed.

*Time for Bringing  
Procedures*

106.(1) No action against a carrier's servant or agent, which arises out of damage to which this Regulation relates, may be brought after more than 2 years if the servant or agent was acting within the scope of that person's employment.

For the purposes of subsection (1), the period of 2 years is

- (2) calculated from the earliest of the following dates:
- (a) the date of arrival at the destination:
  - (b) the date the aircraft ought to have arrived:
  - (c) the date carriage stopped.

- (3) Article 35 of the Montreal Convention shall not apply to any proceedings for contribution between tortfeasors.

- (4) Despite Regulations 106.(3), no action may be brought by a tortfeasor to obtain a contribution from a carrier in respect of a tort to which Article 35 of the Montreal Convention applies after the expiration of 2 years from the time when judgment is obtained against the person seeking to obtain the contribution.

- (5) Regulations 106.(1) to 106.(4) and the provisions of Article 35 of the Montreal Convention has effect as if references in those provisions to an action included references to an arbitration.

- (6) If the High Court orders that an award be set aside, it may also order that the period between the commencement of the arbitration and the date of the setting aside order shall be excluded in computing the time prescribed by this section for the commencement of civil proceedings (including arbitration) with respect to the dispute referred.

Every Party to the Montreal Convention is to be regarded as having submitted to the jurisdiction of the court in the circumstances described in Regulations 107.(2).

*Actions Against  
Parties to the  
Montreal  
Convention*

107.(1) Regulations 107.(1) applies if any action is brought in a court in Guyana by a Party to the Montreal Convention in accordance with Article 46 of the Montreal Convention

- (2)

to enforce a claim in respect of carriage undertaken by that Party.

- (3) Rules of court may provide for the manner in which any action to which Regulation 107.(1) applies is to be commenced and carried on.
- (4) Nothing in this section authorises the issue of execution against the property of any Party to the Montreal Convention.

*Power to Exclude  
Aircraft in Use for  
Military Purposes*

108. The Montreal Convention does not apply to the carriage of persons, cargo, and baggage for the military authorities of a State to which these Regulations apply in aircraft registered in that State if the whole capacity of the aircraft has been reserved by, or on behalf of, those authorities.

The Minister may from time to time:

*Regulations*

109. (a) prescribe any advance payments for compensation that carriers shall make to natural persons under Article 28 of the Montreal Convention;
- (b) prescribe any arrangements for making advance payments for compensation that carriers shall make to natural persons under Article 28 of the Montreal Convention;
- (c) amend the tenth Schedule by making such amendments to the text of the Montreal Convention set out in that schedule as are required to bring that text up to date;
- (d) Revoke the tenth Schedule, and substitute a new schedule setting out, in an up-to-date form, the text of the Montreal Convention.



**FIRST SCHEDULE**  
**PARTICULARS FOR THE APPLICATION**  
**FOR AN AIR TRANSPORT LICENCE (ATL)**

**Procedure for Application**

1. Application for grant of an Air Transport Licence (ATL) shall be made in writing to the Director General, Guyana Civil Aviation Authority (GCAA).
2. The application shall be signed by a person duly authorised by the applicant.
3. The application shall be submitted to the Director General, Guyana Civil Aviation Authority (GCAA) on or before a date not less than six (6) months to the expected date of utilization of the ATL.
4. In exercising its authority to grant, or to refuse, a licence and to stipulate conditions to any licence the Authority shall have regard to the coordination and development of air services generally with the object of ensuring the most effective service to the public while avoiding uneconomical overlapping, and generally to the interests of the public including those of persons requiring facilities for air transport as well as those of persons providing such facilities. In particular, the Authority shall have regard to the following matters:
  - (a) the existence of other air services in the area through which the proposed services are to be operated;
  - (b) the demand for air transport in that area;
  - (c) the degree of efficiency and regularity of the air services, if any, already provided in that area, whether by the applicant or by other operators;
  - (d) the period for which such services have been operated by the applicant or by other operators;
  - (e) the extent to which it is probable that the applicant will be able to provide a satisfactory service in respect of safety, continuity, regularity of charges, and general efficiency;
  - (f) the financial resources of the applicant;

- (g) the type of aircraft to be used;
  - (h) the remuneration and general conditions of employment of aircrew and other personnel employed by the applicant;
  - (i) the adequacy of the applicant's insurance in respect of its liability to passengers, shippers of goods, mail or other freight and third parties.
5. The Authority shall also take into consideration any objections or representations duly made in accordance with the provisions of these Regulations.

### **Requirements**

6. The application for the grant of ATL shall at minimum contain the following particulars:
- (1) Name of applicant
  - (2) Operating or business name
  - (3) Registered address of applicant
  - (4) Registered office in Guyana: If different from (3) above.
  - (5) State whether the applicant is an individual, partnership firm or corporate body, public or private, with or without limited liability.
  - (6) Company registration number
  - (7) Nationality of applicant
  - (8) Date of Incorporation
  - (9) Main company's business
  - (10) Proposed operational base of applicant
  - (11) Telephone number
  - (12) Fax number
  - (13) e-mail address
  - (14) If a company, state the following:
    - a) the nominal and issued capital
    - b) the names, addresses and nationalities of all shareholders,
    - c) percentage shareholding
    - d) the name of any other company holding shares in the applicant's business
    - e) the name of any subsidiary company of the applicant
  - (15) If a partnership firm,
    - a) State the names, addresses, and nationalities of all partners.

- b) State their financial resources and value of assets.
- (16) Names of any subsidiary companies of the applicant.
  - (17) Provide details of any financial interest which the applicant has in any other undertaking providing passenger transport facilities or controlling the business of any person who provides such facilities.
  - (18) Provide details of any financial interest which any other person providing passenger transport facilities or controlling the business of any person who provides such facilities, has in the business of the applicant.
  - (19) List all other air services operated by the applicant at the time of this application and give the relevant licence.
  - (20) Types/ Makes of Aircraft operated during the last 3 years and geographical areas served.
  - (21) Number and type of aircraft proposed to be used and passenger seating accommodation and particulars of ownership.
  - (22) Type of service provided whether Passengers, Mail or Cargo either separately or in combination.
  - (23) Details of route(s) it is intended to service.
    - a) Point of Departure
    - b) Point of final destination
    - c) Intermediate stops for traffic purpose
  - (24) Times and frequency of the services
  - (25) Date on which it is proposed to commence the service.
  - (26) Period for which the licence is desired.
  - (27) Other services operated by the applicant at the time of the application or immediately prior to that time.
  - (28) Particulars of working arrangements with other companies.  
(Marketing, code-share etc.)
  - (29) Type and Volume of traffic (passenger, cargo, etc) expected to be carried out on each service.
  - (30) Justify the existing or potential need or demand for the proposed service:
  - (31) State the operational cost (Block Hour Cost) for each aircraft to be deployed.
  - (32) Schedule of fares to be charged to passengers in respect of any journey or portion of a journey for which separate fares are charged.
  - (33) For continuation of an existing air service licence, state Licence Number and Expiry Date.

- (34) State value and details of any capital expenditure, financial commitment made or commercial agreement concluded by the applicant for the proposed air service.
- (35) State the number of staff usually employed. The total number of Guyanese staff should be given in each case.
  - a) Aircrew including flight engineers but excluding Cabin Crew.
  - b) Ground Engineering Staff
  - c) Other staff.
- (36) Experience in Air Transport Operations or any other relevant experience of the Directors or Senior Employees of the Company.
- (37) State the nature and extent of provisions made against liability in respect of death, injury, loss or damage to persons or property which may occur in connection with aircraft operated by the applicant.
- (38) State what provisions have been made, either by insurance or other means to meet third party liabilities on the ground.
- (39) State if the carrier is a member of IATA
- (40) Type and Software of Computer Reservation System used for passenger bookings.
- (41) Passenger communication medium in event of emergencies, cancellations or delays.
- (42) Licence issued to the carrier by Government at place of incorporation.
- (43) Copies of auditor's certified balance sheet and Profit and Loss statement for the last financial year.
- (44) Copy of Insurance Policy.
- (45) Copy of Air Operator Certificate and Operations Specifications
- (46) Copy of Contract of Carriage

7. The following supporting documents are required for processing the Application:

- (a) One (1) hard copy and one (1) soft copy of certified true copy of:
  - (i) Certificate of Incorporation of the company
  - (ii) Memorandum and articles of Association
  - (iii) Particulars of the Directors of the Company
  - (iv) Statement of Share Capital/Return of Allotment
  - (v) Copy of Registration with Guyana Revenue Authority

8. For start-up operations, at least one member of the board of directors shall be an aviation professional with more than ten (10) years experience. In addition, the

majority shareholding shall be held by Guyanese or as allowed under existing Agreements Guyana may have with other States;

9. One (1) hard copy and one (1) soft copy of a business plan of the company indicating among other things, the company's vision, mission, market analysis and strategy, company's ownership structure, personnel plan, fleet acquisition plan, financial plan including source(s) of finance, balance sheet, break-even analysis, pro-forma income projections (profit and loss statements), cash flow analysis, proposed fares for passengers or cargo, etc. and other standard business plan requirements showing the road map of the applicant's strategy to provide efficient services in respect of safety, regularity, reliability and profitability of operations. The business plan shall cover at minimum three (3) year projection period.
10. An applicant shall demonstrate and submit evidence of its financial solvency to undertake the business. Applicants are expected to prove that they are financially solvent to run their operations for a period of six (6) months from the start of operations without resorting to any income from their operations.
11. No Guyanese air operator shall operate an aircraft either domestically or internationally unless it has been issued with a Security Clearance by the Ministry of the Presidency or any other agency duly authorised by the Government of Guyana with responsibility for such Security Clearance.

**SECOND SCHEDULE**  
**PARTICULARS FOR THE APPLICATION**  
**FOR AN AIR TRANSPORT PERMIT (ATP)**

**Procedure for Application**

1. Application in respect of an Air Transport Permit (ATP) shall be made in writing to the Director General, Guyana Civil Aviation Authority (GCAA).
2. The application shall be signed by a person duly authorized by the applicant.
3. The application shall be submitted to the Director General, Guyana Civil Aviation Authority (GCAA) on or before a date not less than three (3) months to the expected date of utilization of the ATP.

**Requirements**

4. The application for the grant of ATP shall at minimum contain the following particulars:
  - (1) Name of applicant
  - (2) Operating or business name
  - (3) Registered address of applicant
  - (4) Registered office in Guyana: If different from (3) above.
  - (5) State whether the applicant is an individual, partnership firm or corporate body, public or private, with or without limited liability.
  - (6) Company registration number
  - (7) Nationality of applicant
  - (8) Date of Incorporation
  - (9) Main company's business
  - (10) Proposed operational base of applicant
  - (11) Telephone number
  - (12) Fax number
  - (13) e-mail address
  - (14) If a company, state the following:
    - a) the nominal and issued capital
    - b) the names, addresses and nationalities of all shareholders,
    - c) percentage shareholding
    - d) the name of any other company holding shares in the applicant's business
    - e) the name of any subsidiary company of the applicant

- (15) If a partnership firm,
  - a) State the names, addresses, and nationalities of all partners.
  - b) State their financial resources and value of assets.
- (16) Names of any subsidiary companies of the applicant.
- (17) Provide details of any financial interest which the applicant has in any other undertaking providing passenger transport facilities or controlling the business of any person who provides such facilities.
- (18) Provide details of any financial interest which any other person providing passenger transport facilities or controlling the business of any person who provides such facilities, has in the business of the applicant.
- (19) List all other air services operated by the applicant at the time of this application and give the relevant licence.
- (20) Types/ Makes of Aircraft operated during the last 3 years and geographical areas served.
- (21) Number and type of aircraft proposed to be used and passenger seating accommodation and particulars of ownership.
- (22) Type of service provided whether Passengers, Mail or Cargo either separately or in combination.
- (23) Details of route (s) it is intended to service.
  - a) Point of Departure
  - b) Point of final destination
  - c) Intermediate stops for traffic purpose
- (24) Times and frequency of the services
- (25) Date on which it is proposed to commence the service.
- (26) Period for which the licence is desired.
- (27) Other services operated by the applicant at the time of the application or immediately prior to that time.
- (28) Particulars of working arrangements with other companies.  
(Marketing, code-share etc.)
- (29) Type and Volume of traffic (passenger, cargo, etc) expected to be carried out on each service.
- (30) Justify the existing or potential need or demand for the proposed service:
- (31) State the operational cost (Block Hour Cost) for each aircraft to be deployed.
- (32) Schedule of fares to be charged to passengers in respect of any journey or portion of a journey for which separate fares are charged.

- (33) For continuation of an existing air service licence, state Licence Number and Expiry Date.
- (34) State value and details of any capital expenditure, financial commitment made or commercial agreement concluded by the applicant for the proposed air service.
- (35) State the number of staff usually employed. The total number of Guyanese staff should be given in each case.
  - d) Aircrew including flight engineers but excluding Cabin Crew.
  - e) Ground Engineering Staff
  - f) Other staff.
- (36) Experience in Air Transport Operations or any other relevant experience of the Directors or Senior Employees of the Company.
- (37) State the nature and extent of provisions made against liability in respect of death, injury, loss or damage to persons or property which may occur in connection with aircraft operated by the applicant.
- (38) State what provisions have been made, either by insurance or other means to meet third party liabilities on the ground.
- (39) State if the carrier a member of IATA?
- (40) Type and Software of Computer Reservation System used for passenger bookings.
- (41) Passenger communication medium in event of emergencies, cancellations or delays.
- (42) Licence issued to the carrier by Government at place of incorporation.
- (43) Copies of auditor's certified balance sheet and Profit and Loss statement for the last financial year.
- (44) Copy of Insurance Policy.
- (45) Copy of Air Operator Certificate and Operations Specifications
- (46) Copy of Contract of Carriage

5. The following supporting documents are required for processing the Application:

- (a) One (1) hard copy and one (1) soft copy of certified true copy of:
  - (i) Certificate of Incorporation of the company
  - (ii) Memorandum and articles of Association
  - (iii) Particulars of the Directors of the Company
  - (iv) Statement of Share Capital/Return of Allotment
  - (v) Copy of Registration with Guyana Revenue Authority



6. For start-up operations, at least one member of the board of directors shall be an aviation professional with more than ten (10) years experience. In addition, the majority shareholding shall be held by Guyanese or as allowed under existing Agreements Guyana may have with other States;
7. A new operator now establishing an airline is required to submit one (1) hard copy and one (1) soft copy of a business plan of the company indicating among other things, the company's vision, mission, market analysis and strategy, company's ownership structure, personnel plan, fleet acquisition plan, financial plan including source(s) of finance, balance sheet, break-even analysis, pro-forma income projections (profit and loss statements), cash flow analysis, proposed fares for passengers or cargo, etc. and other standard business plan requirements showing the road map of the applicant's strategy to provide efficient services in respect of safety, regularity, reliability and profitability of operations. The business plan shall cover at minimum three (3) year projection period.
8. The may request the submission of a business plan for an existing operator whether domestic or international depending on the scope and scale of their application.
9. An applicant shall demonstrate and submit evidence of its financial solvency to undertake the business. Applicants are expected to prove that they are financially solvent to run their operations for a period of six (6) months from the start of operations without resorting to any income from their operations.
10. No Guyanese air operator shall operate an aircraft either domestically or internationally unless it has been issued with a Security Clearance by the Ministry of the Presidency or any other agency duly authorised by the Government of Guyana with responsibility for such Security Clearance.
11. An application for renewal of an Air Transport Permit (ATP) shall be made in writing to the Director General, Guyana Civil Aviation Authority at least ninety (90) days before expiration of the existing ATP. Such application shall be submitted in the manner and form as prescribed by the Authority.
12. Whether an initial application or renewal, the applicant shall furnish to the Authority such further information as the Authority may require for the discharge of its duties in relation to the application.

13. At minimum, 15% of the total start-up costs for a new venture shall be funded through owner's capital. The Director General may exempt an operator from this requirement if the applicant can demonstrate and substantiate that the total financial requirement is guaranteed by another source whether bank or other financial institution.

DRAFT

**THIRD SCHEDULE**  
**PARTICULARS FOR THE APPLICATION**  
**FOR AN AIR TRAVEL ORGANIZER'S PERMIT (ATOP)**

**Procedure for Application**

1. Application for the grant of an Air Travel Organizer's Permit (ATOP) shall be made in writing to the Director General, Guyana Civil Aviation Authority (GCAA).
2. The application shall be signed by a person duly authorized by the applicant.
3. The application shall be submitted to the Director General, Guyana Civil Aviation Authority (GCAA) at least three (3) months before the expected date of utilization of the ATOP.

**Requirements**

4. The application for the grant of ATOP should contain at minimum the following information:
  - (a) Types of Travels and Tours
  - (b) Principal Catchment Areas
  - (c) Principal Destination(s)
  - (d) Flight Arrangement(s)
5. The following supporting documents are required for processing the application:
  - (a) Copy certified true copy of the Certificate of Incorporation of the company.
  - (b) Registration with Guyana Revenue Authority
  - (c) Air Operator Certificate and Operations Specifications
  - (d) Insurance Certificate
  - (e) Proposed Schedule
  - (f) Proposed Fares
  - (g) Compliance with Part IV of these Regulations
6. An application for renewal of an Air Travel Organizer's Permit (ATOP) shall be made in writing to the Director General, Guyana Civil Aviation Authority at least ninety (90) days before expiration of the existing ATOP. Such application shall be submitted in the manner and form as prescribed by the Authority. The validity of a renewed ATOL shall not exceed a period of two (2) years with effect from the date of issuance by the Authority.

**FOURTH SCHEDULE**  
**PARTICULARS FOR THE APPLICATION**  
**FOR A PERMIT FOR AERIAL AVIATION SERVICES (PAAS)**

**Procedure for Application**

1. Application for the grant of a Permit for Aerial Aviation Services (PAAS) shall be made in writing to the Director General, Guyana Civil Aviation Authority (GCAA).
2. The application shall be signed by a person duly authorized by the applicant.
3. The application shall be submitted to the Director General on or before a date not less than three (3) months to the expected date of utilization of the PAAS.

**Requirements**

4. The application for the grant of PAAS shall contain the following particulars:
  - (a) Name and address of applicant;
  - (b) Type(s) of air services to be provided;
  - (c) Proposed operational base of applicant;
  - (d) Details of proposed routes or areas to be operated where applicable;
  - (e) Number and types of proposed aircraft to be utilized; and
  - (f) Time and frequency of the services.
5. The following supporting documents are required for processing the application:
  - (a) One (1) copy of certified true copy of the certificate of incorporation of the company
  - (b) One (1) copy of certified true copy of:
    - (i) the memorandum and articles of association
    - (ii) Particulars of the directors of the company
    - (iii) Statement of Share Capital/Return of Allotment and
    - (iv) at least one member of the board of directors shall be an aviation professional.
  - (c) One (1) hard copy and one (1) soft copy of a business plan of the company indicating among other things, the company's vision, mission, market analysis and strategy, company's ownership structure, personnel plan, fleet acquisition plan, financial plan including source(s) of finance, balance sheet, break-even analysis, pro-forma income projections (profit and loss statements), cash flow analysis, proposed fares for passengers or cargo, etc. and other standard business plan requirements showing the road map of

the applicant's strategy to provide efficient services in respect of safety, regularity, reliability and profitability of operations. The business plan shall cover at minimum three (3) year projection period.

- (d) Evidence of the applicant's solvency to undertake the business.
  - (e) Duly completed application forms (to be obtained from the Authority).
  - (f) Duly completed Personal History Statement (PHS) forms.
6. No Guyanese air operator shall operate an aircraft either domestically or internationally unless it has been issued with a Security Clearance by the Ministry of the Presidency or any other agency duly authorised by the Government of Guyana with responsibility for such Security Clearance.
  7. On receipt of an application for a PAAS, the Director General may request for additional information from the applicant as may be deemed necessary.
  8. Application for the renewal of a Permit for Aerial Aviation Services (PAAS) shall be made in writing to the Director General, Guyana Civil Aviation Authority (GCAA).
    - (a) The application shall be signed by a person duly authorized by the applicant
    - (b) The application shall be submitted to the Director General, Guyana Civil Aviation Authority (GCAA) on or before a date not less than three (3) months to the expiration of the existing PAAS.
    - (c) Audited financial statements for previous year operations.
    - (d) Duly completed application forms (to be obtained from the Authority).

**FIFTH SCHEDULE**  
**PUBLICATION OF NOTICE**

1. A copy of every application for an ATL, ATP, ATOP and PAAS shall be available for inspection at the office of the Authority until the application has been determined by the Authority. Provided that information contained in the application as to the financial resources of the applicant shall not be available for inspection.
2. The Authority shall, within fourteen (14) days of the receipt of an application, cause to be published, a notice containing particulars of the application and specifying a date not less than fourteen (14) days nor more than twenty-one (21) days after the publication of the notice by which any representation or objections with regard to the application shall be made to the Authority. The minimum particulars which shall be published are:
  - (a) Name and address of applicant.
  - (b) Type of Proposed Services.
  - (c) Destinations to be served.
  - (d) Times or frequency of the service.
  - (e) Date on which the service is to commence.
  - (f) Period for which the application is applied for.
3. Every representation or objection with regard to an application for a licence or permit shall be in writing, and made by any corporate body or partnership firm, shall be signed by a person duly authorised in that behalf by such body or a partner of the partnership firm, as the case may be.
4. Every representation or objection shall state the specific grounds on which it is based and shall specify any conditions which it may desire to be attached to the licence or permit if granted.
5. A copy of every such representation or objection shall be sent by the person making it, to the applicant for the licence or permit at the same time as it is sent to the Authority.
6. In cases where the applicant for a licence or permit or any person who has duly made an objection with regard to the application requires the Authority to hold an enquiry in public for the purpose of determining the application, notice in writing, requiring the Authority to hold such an enquiry shall be sent by the applicant or such person to the Authority so as to reach them within seven (7) days after the expiration of the time within which representations or objections shall be made under paragraph (2) hereto.

7. In cases where, for the purpose of determining an application for a licence or permit, an enquiry in public or in private is to be held by the Authority, the notice to be given by the Authority to the applicant and to any person who had duly made representations or objections with regard to the application shall be not less than seven days of notice in writing, and such notice shall specify the place where and the time when the enquiry shall be held.
8. The notice to be given by the Authority to the holder of a licence or permit specifying the grounds upon which it is proposed to revoke or suspend the licence or permit, shall be not less than twenty-eight days of notice in writing, and any request by the holder of the licence or permit that a public enquiry shall be held shall be sent to the Authority so as to reach them within seven (7) days from the date of such notice.
9. Notice that a public enquiry is to be held by the Authority for the purpose of determining an application shall be published by the Authority in a newspaper (selected by the Authority) circulating in Guyana not less than seven (7) days before the date fixed for the holding of the enquiry, and such notice shall specify, the name and address of the applicant, the nature of the application including the places to be served by the proposed service, the date and manner of publication of the particulars of the application, and the place where and the time when the public enquiry is to be held.
10. In cases where it is proposed to revoke or suspend a licence or permit and the holder of the licence or permit requests the Authority to hold a public enquiry, notice that the public enquiry is to be held shall be published by the Authority in a newspaper (selected by the Authority) circulating in Guyana not less than seven days before the date fixed for the holding of the enquiry, and such notice shall contain such particulars as will enable the licence or permit in question to be identified and shall specify the grounds on which it is proposed to revoke or suspend the licence and the place where and the time when the enquiry is to be held.
11. A copy of such notice shall be sent by the Authority to the holder of the licence or permit.
12. On the holding of any public enquiry the Authority shall, after hearing representation or objections with regard to an application for a licence or permit, give the applicant an opportunity of replying to such representations or objections but otherwise may determine the order of procedure.
13. The Authority may adjourn from time to time the consideration of any application. Provided that, in cases where notice that a public enquiry is to be held has been

published, notice of any such adjournment other than an adjournment at the enquiry shall be published in the same manner as the notice that the enquiry was to be held.

14. Publication under this Schedule shall be by advertisement in a newspaper (selected by the Authority) circulating in Guyana.
15. The Authority shall, in addition to such advertisement, give such special or general notices as appear expedient to the Authority.
16. The costs incurred for any publication of notices shall be covered by the applicant.



## SIXTH SCHEDULE INSURANCE

1. The minimum third party liability insurance limit for aircraft engaged in aircraft operations in Guyana shall be in relation to the maximum take-off weight (MTOW) of an aircraft as indicated in the table below:

### Fixed Wing Aircraft

Category	A/C MTOW (kg)	MINIMUM THIRD PARTY LIABILITY LIMIT (US\$)
1	Up to 499	375,000
2	500-999	750,000
3	1,000-2699	1,500,000
4	2700-5999	3,500,000
5	6,000-11,999	9,000,000
6	12,000-24999	40,000,000
7	25,000-49,999	75,000,000
8	50,000-199,999	150,000,000
9	200,000-499,999	250,000,000
10	500,000 plus	350,000,000

### Rotary Wings Aircraft

Category	A/C MTOW (kg)	MINIMUM THIRD PARTY LIABILITY LIMIT (US\$)
1	Up to 499	750,000
2	500-999	1,500,000
3	1,000-2699	3,000,000
4	2700-5999	7,000,000
5	6,000-11,999	18,000,000
6	12,000-24999	80,000,000
7	25,000-49,999	150,000,000

**SEVENTH SCHEDULE  
SUBMISSION OF STATISTICS**

<b>FORMS TO BE COMPLETED BY AIRLINE WITH, AIR TRANSPORT LICENCE (ATL), AIRLINE OPERATING PERMIT (AOP), FOREIGN AIRLINES AND SERVICE PROVIDERS</b>	<b>FREQUENCY OF SUBMISSION</b>
<b>1. Form A:</b> Traffic – Commercial Air Carriers	Monthly
<b>2. Form A-S:</b> Traffic – Commercial Air Carriers	Yearly
<b>3. Form B:</b> On – Flight Origin & Destination	Quarterly
<b>4. Form B1:</b> Domestic Commercial Air Carriers Traffic	
<b>5. Form C:</b> Traffic by Flight Stage	Yearly
<b>6. Form D:</b> Fleet and Personnel – Commercial Air Carriers	Yearly
<b>7. Form EF:</b> Airline’s Financial Data	Yearly
<b>8. Form M:</b> Fuel Consumption and Traffic – International and Total Services, Commercial Air Carriers	Yearly
<b>9. Form I:</b> Airport Traffic	Monthly
<b>10. Form I-S:</b> Airport Traffic	Yearly
<b>11. Form J:</b> Airport Financial Data	Yearly
<b>12. Form K:</b> Air Navigation Services Financial Data	Yearly
<b>13. Form L:</b> En-route Services Traffic Statistics	Yearly
<b>14. Form H:</b> Civil Aircraft On Register	Yearly
<b>15. Form N:</b> Aviation Personnel Licensing And Training	Yearly
<b>16. Form ATR 01:</b> Traffic – Foreign Commercial Air Carriers	Monthly
<b>17. Form ATR 01:</b> On-flight Origin and Destination – Foreign Commercial Air Carriers	Monthly

## **EIGHTH SCHEDULE CONTENTS OF TARIFFS**

1. Every tariff shall contain:

- (a) the name of the issuing air carrier and the name, title and full address of the officer or agent issuing the tariff;
- (b) the tariff number, and the title that describes the tariff contents;
- (c) the dates of publication, coming into effect and expiration of the tariff, if it is to expire on a specific date;
- (d) a description of the points or areas from and to which or between which the tariff applies;
- (e) in the case of a joint tariff, a list of all participating air carriers;
- (f) a table of contents showing the exact location where information under general headings is to be found;
- (g) an index of points from, to or between which rates apply;
- (h) a list of the airports, aerodromes or other facilities used with respect to each point shown in the tariff;
- (i) where applicable, information regarding prepayment requirements and restrictions and information regarding non-acceptance and non-delivery of cargo, unless reference is given to another tariff number in which that information is contained;
- (j) a full explanation of all abbreviations, acronyms, notes, reference marks, symbols and technical terms used in the tariff and, where a reference mark or symbol is used on a page, an explanation of it on that page or a reference thereon to the page on which the explanation is given;
- (k) the terms and conditions governing the tariff, generally, stated in such a way that it is clear as to how the terms and conditions apply to the rates named in the tariff;
- (l) any special terms and conditions that apply to a particular rate and, where the rate appears on a page, a reference on that page to the page on which those terms and conditions appear;
- (m) the terms and conditions of carriage, clearly stating the air carrier's policy in respect of at least the following matters, namely,
  - (i) the carriage of persons with disabilities,

- (ii) acceptance of children,
  - (iii) passenger re-routing,
  - (iv) failure to operate the service or failure to operate on schedule,
  - (v) refunds for services purchased but not used, whether in whole or in part, either as a result of the client's unwillingness or inability to continue or the air carrier's inability to provide the service for any reason,
  - (vi) ticket reservation, cancellation, confirmation, validity and loss,
  - (vii) refusal to transport passengers or cargo,
  - (viii) method of calculation of charges not specifically set out in the tariff,
  - (ix) limits of liability regarding passengers and cargo,
  - (x) exclusions from liability respecting passengers and cargo, and
  - (xi) procedures to be followed, and time limitations, for making claims;
- (o) the rates, shown in Guyana currency, together with the names of the points from, to or between which the fares apply, arranged in a simple and systematic manner, clearly identified;
- (p) the routings related to the rates unless reference is made in the tariff to another tariff in which the routings appear; and
- (q) the official descriptive title of each type of passenger fare, together with any name or abbreviation thereof.

## **NINTH SCHEDULE**

### **NOTICE ON OVERBOOKING OF FLIGHTS**

Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority.

With a few exceptions, including failure to comply with the carrier's check-in deadline (carrier shall insert either "of \_ minutes prior to each flight segment" or "(which are available upon request from the air carrier)" here), persons denied boarding involuntarily are entitled to compensation.

The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.

## **TENTH SCHEDULE**

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

#### **THE STATES PARTIES TO THIS CONVENTION**

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

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

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

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

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

HAVE AGREED AS FOLLOWS:

#### **Chapter I**

##### **General provisions**

##### **Article 1—Scope of application**

1. This Convention applies to all international carriage of persons, baggage or cargo performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.
2. For the purposes of this Convention, the expression *international carriage* means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two States Parties, or within the

territory of a single State Party if there is an agreed stopping place within the territory of another State, even if that State is not a State Party. Carriage between two points within the territory of a single State Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of this Convention.

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

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

#### Article 2—Carriage performed by State and carriage of postal items

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

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

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

### **Chapter II**

#### **Documentation and duties of the parties relating to the carriage of passengers, baggage and cargo**

#### Article 3—Passengers and baggage

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

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

2. Any other means which preserves the information indicated in paragraph 1 may be substituted for the delivery of the document referred to in that paragraph. If any such other means is used, the carrier shall offer to deliver to the passenger a written statement of the information so preserved.

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

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

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

#### Article 4—Cargo

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

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

Article 5—Contents of air waybill or cargo receipt The air waybill or the cargo receipt shall include:

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

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

(c) an indication of the weight of the consignment.

#### Article 6—Document relating to the nature of the cargo

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



#### Article 7—Description of air waybill

1. The air waybill shall be made out by the consignor in three original parts.
2. The first part shall be marked “for the carrier”; it shall be signed by the consignor. The second part shall be marked “for the consignee”; it shall be signed by the consignor and by the carrier. The third part shall be signed by the carrier who shall hand it to the consignor after the cargo has been accepted.
3. The signature of the carrier and that of the consignor may be printed or stamped.
4. If, at the request of the consignor, the carrier makes out the air waybill, the carrier shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

#### Article 8—Documentation for multiple packages

When there is more than one package:

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

#### Article 9—Non-compliance with documentary requirements

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

#### Article 10—Responsibility for particulars of documentation

1. The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by it or on its behalf in the air waybill or furnished by it or on its behalf to the carrier for insertion in the cargo receipt or for insertion in the record preserved by the other means referred to in paragraph 2 of Article 4. The foregoing shall also apply where the person acting on behalf of the consignor is also the agent of the carrier.
2. The consignor shall indemnify the carrier against all damage suffered by it, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on its behalf.
3. Subject to the provisions of paragraphs 1 and 2 of this Article, the carrier shall indemnify the consignor against all damage suffered by it, or by any other person to

whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on its behalf in the cargo receipt or in the record preserved by the other means referred to in paragraph 2 of Article 4.

#### Article 11—Evidentiary value of documentation

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

#### Article 12—Right of disposition of cargo

1. Subject to its liability to carry out all its obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the airport of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated, or by requiring it to be returned to the airport of departure. The consignor shall not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and shall reimburse any expenses occasioned by the exercise of this right.
2. If it is impossible to carry out the instructions of the consignor, the carrier shall so inform the consignor forthwith.
3. If the carrier carries out the instructions of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill or the cargo receipt delivered to the latter, the carrier will be liable, without prejudice to its right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill or the cargo receipt.
4. The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with Article 13. Nevertheless, if the consignee declines to accept the cargo, or cannot be communicated with, the consignor resumes its right of disposition.

#### Article 13—Delivery of the cargo

1. Except when the consignor has exercised its right under Article 12, the consignee is entitled, on arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to it, on payment of the charges due and on complying with the conditions of carriage.
2. Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the cargo arrives.
3. If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee is entitled to enforce against the carrier the rights which flow from the contract of carriage.

#### Article 14—Enforcement of the rights of consignor and consignee

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

#### Article 15—Relations of consignor and consignee or mutual relations of third parties

1. Articles 12, 13 and 14 do not affect either the relations of the consignor and the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.
2. The provisions of Articles 12, 13 and 14 can only be varied by express provision in the air waybill or the cargo receipt.

#### Article 16—Formalities of Customs, Police or other public authorities

1. The consignor shall furnish such information and such documents as are necessary to meet the formalities of customs, police and any other public authorities before the cargo can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, its servants or agents.
2. The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

### **Chapter III**

#### **Liability of the carrier and extent of compensation for damage**

#### Article 17—Death and injury of passengers—Damage to baggage

1. The carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
2. The carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents.
3. If the carrier admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of twenty-one days after the date on which it ought to have arrived, the passenger is entitled to enforce against the carrier the rights which flow from the contract of carriage.
4. Unless otherwise specified, in this Convention the term “baggage” means both checked baggage and unchecked baggage.

#### Article 18—Damage to cargo

1. The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the event which caused the damage so sustained took place during the carriage by air.
2. However, the carrier is not liable if and to the extent it proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:
  - (a) inherent defect, quality or vice of that cargo;
  - (b) defective packaging of that cargo performed by a person other than the carrier or its servants or agents;
  - (c) an act of war or an armed conflict;
  - (d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.

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

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

#### Article 19—Delay

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

#### Article 20—Exoneration

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

#### Article 21—Compensation in case of death or injury of passengers

1. For damages arising under paragraph 1 of Article 17 not exceeding 113 000 Special Drawing Rights for each passenger, the carrier shall not be able to exclude or limit its liability.

2. The carrier shall not be liable for damages arising under paragraph 1 of Article 17 to the extent that they exceed for each passenger 113 000 Special Drawing Rights if the carrier proves that:

(a) such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or

(b) such damage was solely due to the negligence or other wrongful act or omission of a third party.

Article 22—Limits of liability in relation to delay, baggage and cargo

1. In the case of damage caused by delay as specified in Article 19 in the carriage of persons, the liability of the carrier for each passenger is limited to 4 694 Special Drawing Rights.

2. In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1 131 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

3. In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or delay is limited to a sum of 19 Special Drawing Rights per kilogramme, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the consignor's actual interest in delivery at destination.

4. In the case of destruction, loss, damage or delay of part of the cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the destruction, loss, damage or delay of a part of the cargo, or of an object contained therein, affects the value of other packages covered by the same air waybill, or the same receipt or, if they were not issued, by the same record preserved by the other means referred to in paragraph 2 of Article 4, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

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

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

#### Article 23—Conversion of Monetary Units

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

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

conversion of these sums into national currency shall be made according to the law of the State concerned.

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

#### Article 24—Review of Limits

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

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

3. Notwithstanding paragraph 1 of this Article, the procedure referred to in paragraph 2 of this Article shall be applied at any time provided that one-third of the States Parties express a desire to that effect and upon condition that the inflation factor referred to in paragraph 1 has exceeded 30 per cent since the previous revision or since the date of entry



into force of this Convention if there has been no previous revision. Subsequent reviews using the procedure described in paragraph 1 of this Article will take place at five-year intervals starting at the end of the fifth year following the date of the reviews under the present paragraph.

#### Article 25—Stipulation on limits

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

#### Article 26—Invalidity of contractual provisions

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

#### Article 27—Freedom to contract

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

#### Article 28—Advance payments

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

#### Article 29—Basis of claims

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

#### Article 30—Servants, agents—Aggregation of claims

1. If an action is brought against a servant or agent of the carrier arising out of damage to which the Convention relates, such servant or agent, if they prove that they acted within

the scope of their employment, shall be entitled to avail themselves of the conditions and limits of liability which the carrier itself is entitled to invoke under this Convention.

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

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

#### Article 31—Timely notice of complaints

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

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

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

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

#### Article 32—Death of person liable

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

#### Article 33—Jurisdiction

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

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

3. For the purposes of paragraph 2,

(a) "commercial agreement" means an agreement, other than an agency agreement, made between carriers and relating to the provision of their joint services for carriage of passengers by air;

(b) "principal and permanent residence" means the one fixed and permanent abode of the passenger at the time of the accident. The nationality of the passenger shall not be the determining factor in this regard.

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

#### Article 34—Arbitration

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

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

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

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

#### Article 35—Limitation of actions

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

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

#### Article 36—Successive carriage

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

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

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

#### Article 37—Right of recourse against third parties

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

### Chapter IV

#### Combined carriage

##### Article 38—Combined carriage

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

2. Nothing in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of

carriage, provided that the provisions of this Convention are observed as regards the carriage by air.

## **Chapter V**

### **Carriage by air performed by a person other than the contracting carrier**

#### **Article 39—Contracting carrier—Actual carrier**

The provisions of this Chapter apply when a person (hereinafter referred to as “the contracting carrier”) as a principal makes a contract of carriage governed by this Convention with a passenger or consignor or with a person acting on behalf of the passenger or consignor, and another person (hereinafter referred to as “the actual carrier”) performs, by virtue of authority from the contracting carrier, the whole or part of the carriage, but is not with respect to such part a successive carrier within the meaning of this Convention. Such authority shall be presumed in the absence of proof to the contrary.

#### **Article 40—Respective liability of contracting and actual carriers**

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

#### **Article 41—Mutual liability**

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

#### **Article 42—Addressee of complaints and instructions**

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

#### Article 43—Servants and agents

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

#### Article 44—Aggregation of damages

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

#### Article 45—Addressee of claims

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

#### Article 46—Additional jurisdiction

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

#### Article 47—Invalidity of contractual provisions

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

**Article 48—Mutual relations of contracting and actual carriers**

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

**Chapter VI Other provisions**

**Article 49—Mandatory application**

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

**Article 50—Insurance**

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

**Article 51—Carriage performed in extraordinary circumstances**

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

**Article 52—Definition of days**

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

**Chapter VII**

## **Final clauses**

### **Article 53—Signature, ratification and entry into force**

1. This Convention shall be open for signature in Montreal on 28 May 1999 by States participating in the International Conference on Air Law held at Montreal from 10 to 28 May 1999. After 28 May 1999, the Convention shall be open to all States for signature at the Headquarters of the International Civil Aviation Organization in Montreal until it enters into force in accordance with paragraph 6 of this Article.
2. The Convention shall similarly be open for signature by Regional Economic Integration Organisations. For the purpose of this Convention, a “Regional Economic Integration Organisation” means any organisation which is constituted by sovereign States of a given region which has competence in respect of certain matters governed by this Convention and has been duly authorized to sign and to ratify, accept, approve or accede to this Convention. A reference to a “State Party” or “States Parties” in this Convention, otherwise than in paragraph 2 of Article 1, paragraph 1(b) of Article 3, paragraph (b) of Article 5, Articles 23, 33, 46 and paragraph (b) of Article 57, applies equally to a Regional Economic Integration Organisation. For the purpose of Article 24, the references to “a majority of the States Parties” and “one-third of the States Parties” shall not apply to a Regional Economic Integration Organisation.
3. This Convention shall be subject to ratification by States and by Regional Economic Integration Organisations which have signed it.
4. Any State or Regional Economic Integration Organisation which does not sign this Convention may accept, approve or accede to it at any time.
5. Instruments of ratification, acceptance, approval or accession shall be deposited with the International Civil Aviation Organization, which is hereby designated the Depositary.
6. This Convention shall enter into force on the sixtieth day following the date of deposit of the thirtieth instrument of ratification, acceptance, approval or accession with the Depositary between the States which have deposited such instrument. An instrument deposited by a Regional Economic Integration Organisation shall not be counted for the purpose of this paragraph.
7. For other States and for other Regional Economic Integration Organisations, this Convention shall take effect sixty days following the date of deposit of the instrument of ratification, acceptance, approval or accession.



8. The Depositary shall promptly notify all signatories and States Parties of:

- (a) each signature of this Convention and date thereof;
- (b) each deposit of an instrument of ratification, acceptance, approval or accession and date thereof;
- (c) the date of entry into force of this Convention;
- (d) the date of the coming into force of any revision of the limits of liability established under this Convention;
- (e) any denunciation under Article 54.

#### Article 54—Denunciation

1. Any State Party may denounce this Convention by written notification to the Depositary.
2. Denunciation shall take effect one hundred and eighty days following the date on which notification is received by the Depositary.

#### Article 55—Relationship with other Warsaw Convention Instruments

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

1. between State Parties to this Convention by virtue of those States commonly being Party to
  - (a) the *Convention for the Unification of Certain Rules Relating to International Carriage by Air* Signed at Warsaw on 12 October 1929 (hereinafter called the Warsaw Convention);
  - (b) the *Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air Signed at Warsaw on 12 October 1929*, Done at The Hague on 28 September 1955 (hereinafter called The Hague Protocol);
  - (c) the *Convention, Supplementary to the Warsaw Convention, for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other than the Contracting Carrier*, signed at Guadalajara on 18 September 1961 (hereinafter called the Guadalajara Convention);

(d) the *Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air Signed at Warsaw on 12 October 1929 as Amended by the Protocol Done at The Hague on 28 September 1955 Signed at Guatemala City on 8 March 1971* (hereinafter called the Guatemala City Protocol);

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

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

#### Article 56—States with more than one System of Law

1. If a State has two or more territorial units in which different systems of law are applicable in relation to matters dealt with in this Convention, it may at the time of signature, ratification, acceptance, approval or accession declare that this Convention shall extend to all its territorial units or only to one or more of them and may modify this declaration by submitting another declaration at any time.

2. Any such declaration shall be notified to the Depositary and shall state expressly the territorial units to which the Convention applies. 3. In relation to a State Party which has made such a declaration:

(a) references in Article 23 to “national currency” shall be construed as referring to the currency of the relevant territorial unit of that State; and

(b) the reference in Article 28 to “national law” shall be construed as referring to the law of the relevant territorial unit of that State.

#### Article 57—Reservations

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

(a) international carriage by air performed and operated directly by that State Party for non-commercial purposes in respect to its functions and duties as a sovereign State; and/or

(b) the carriage of persons, cargo and baggage for its military authorities on aircraft registered in or leased by that State Party, the whole capacity of which has been reserved by or on behalf of such authorities.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, having been duly authorized, have signed this Convention.

DONE at Montreal on the 28th day of May of the year one thousand nine hundred and ninety-nine in the English, Arabic, Chinese, French, Russian and Spanish languages, all texts being equally authentic. This Convention shall remain deposited in the archives of the International Civil Aviation Organization, and certified copies thereof shall be transmitted by the Depositary to all States Parties to this Convention, as well as to all States Parties to the Warsaw Convention, The Hague Protocol, the Guadalajara Convention, the Guatemala City Protocol, and the Montreal Protocols.

**ELEVENTH SCHEDULE**  
**TRUST ACCOUNT AND BOND**

1. On approval of an Air Transport Permit by the Authority, and prior to commencing operations, the permit holder shall establish a trust account at a Bank mutually agreed by the permit holder and the Authority and the account shall be controlled by the Authority. The purpose of the said account shall be to honour the permit holder's liability to its passengers in the event of its failure to do so.
2. The trust account shall be opened in an approved financial institution in accordance with the guidelines issued in this behalf by the Authority.
3. All proceeds of ticket sales to passengers shall be paid into the said account and only the Authority may authorise withdrawals or release of funds from such account.
4. Signatories to the trust account shall be two officials, one named by the Authority and the other named by the permit holder.
5. The permit holder will provide the Authority with statements certifying:
  - a. the number of tickets sold; and
  - b. the amount of revenue collected and deposited to the account,
  - c. and will take the form of a copy of the statement on ticket sales and the remission of the ticket tax to the Guyana Revenue Authority on the departure of each flight.
6. The bank where the account is established will provide a statement of deposits which shall be expected to corroborate the information provided at paragraph 5.
7. On receipt of the statements referred to in paragraphs 5 and 6, and on confirmation of the safe arrival of the flight at its destination, the Authority will approve release of one half of the revenue for that flight, but no earlier than twenty-four hours after the departure of the aircraft from Guyana.
8. The Authority will approve the release of the balance of the deposits for a particular flight on the return of the flight and/or the passengers to Guyana.
9. All records relating to the operation of the trust account shall be made available to the Authority's auditors.

10. The Authority may at its discretion make amendments to the foregoing.
11. In circumstances where it is impractical to establish a Trust Account, the Authority may require prior to commencing operations, a permit holder to establish a bond in according with the following requirements:
- (a) Average two-way fare for the proposed flights multiplied by 100 per cent of the weekly frequency multiplied by the available seats per frequency on such flights multiplied by three (3) weeks provided, however, that the bond shall not exceed \$200,000 USD and such bond shall be filed in the prescribed format with the Authority not less than thirty days prior to the commencement of operations together with –
    - (i) list of flights proposed to be operated;
    - (ii) the maximum fare held out for each route;
    - (iii) arrival dates;
    - (iv) departure dates; and
    - (v) equipment to be used for each flight and the seating capacity,
  - (b) the amount of the bond shall be increased if additional charter flights are proposed or may be reduced if proposed flights are cancelled, in which event a substitute bond and amended list of proposed flights shall be filed with the Authority within thirty (30) days of the date that the permit holder adds flights or cancels flights previously proposed. Any increase in the amount of the bond shall not exceed \$200,000 USD.
  - (c) Bonds shall be established as per the guidelines and contents given by the Authority to the permit holder.
12. The purpose of the bond shall be to cover all liabilities that may arise, whether to passengers (whether locally or internationally), local suppliers, the Guyana Civil Aviation Authority, the Cheddi Jagan International Airport Corporation, the Government of Guyana, or any entity in Guyana as a result of the suspension, interruption or discontinuation of the said services however arising.
13. The Authority may impose the requirement of a bond or Trust Account for holders of an Air Transport Licence and Air Travel Organiser's Permit after an assessment of their application.

14. The Authority may revoke or suspend any permit if the holder of the permit, does not comply with these regulations.

DRAFT