

VAYUDOOT NON-INTERNATIONAL CARRIAGE OF CARGO (OTHER THAN BAGGAGE AND MAIL) CONDITIONS, 1982

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1. Short title :-

(a) These conditions may be called the Vayudoot Non-international Carriage of Cargo (Other than Baggage and Mail) Conditions, 1982.

(b) It shall come into force from 1st January, 1982.

2. Definitions :-

In these conditions, unless there is anything repugnant in the subject or context:

(1) "Government" means the Government of India;

(2) "Company" means the Vayudoot Private Limited and for the purposes of these conditions include any authorised person, officer, or member of staff assigned specific duties enforcement of and compliance with these conditions from time to time by the General Manager;

- (3) "Non-international carriage" means carriage other than international carriage as defined in Carriage by Air Act, 1972 ;
- (4) "General Manager" means the General Manager of the Company or any such other person who may be assigned the duties, functions and powers of the General Manager from time to time;
- (5) "Cargo" in this context will not include baggage and mail;
- (6) "Air Way Bill" means "Air Consignment Note";
- (7) "Shipper" means "Consignor";
- (8) "Carriage" means "Transportation";
- (9) "Carrier" means the Carrier (that is the Vayudoot Private Limited) issuing the Air Way Bill; and
- (10) For the purposes of the exemption from and limitation of liability provisions set forth or referred to in the air way bill, "Carrier" includes agents, servants or representatives of the carrier.

3.3 :-

(a) Carriage hereunder is subject to the rules relating to liability established by Carriage by Air Act, 1972 as extended to non-international carriage with certain exceptions, adaptations and modifications vide Government of India, Ministry of Tourism and Civil Aviation, Notification No. AV 11012/8/72-A, dated 30th March, 1973 published in Part II Sec. 3, sub-section (ii) of the Gazette of India, dated 30th March, 1973, and Government of India, Ministry of Tourism and Civil Aviation, Notification No. AV. 11012/5/79-A, dated 5th July, 1980 published in Part II, Sec. 3, sub-section (ii) of the Gazette of India, dated 19th July, 1980.

(b) Carriage hereunder is subject to :

(i) Applicable laws, Government regulation, orders and requirements;

(ii) Provisions herein set forth;

(iii) Applicable tariffs, rules, regulations and time tables (but not the times of departure and arrival therein) of the Company, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services;

(c) The agreed stopping places (which may be altered by the

Company in case of necessity), are those places of departure and the place of destination, set forth on the face of the Air way bill or shown in the Company's time tables as scheduled stopping places for the route.

(d) The shipper acknowledges that he has been given an opportunity to make a special declaration of the value of the goods at delivery and that the sum entered on the face of the air way bill as "Shipper's/Consignor declared value-for carriage" if in excess of Rs. 160 (Rupees one hundred sixty) per kilogram constitutes such special declaration of value and has paid a supplementary sum if the case so requires. In that case the Company will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the actual value to the consignor at delivery.

4. 4 :-

In so far as any provision contained or referred to in this air way bill may be contrary to mandatory law, Government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part thereof.

5. 5 :-

Except as the provisions of the First Schedule to Carriage by Air Act, 1972 as applicable to carriage by air not being international carriage with exceptions, adaptations and modifications thereof or other applicable law may otherwise require:

(a) The Company is not liable to the shipper or to any other person for any damage, delay or loss of whatsoever nature (hereinafter collectively referred to as "damage") arising out of or in connection with the carriage of the goods, unless such damage excluding delay is proved to have been caused by the negligence of the shipper, consignee or other claimant. The Company will not be liable for damage caused by delay in the carriage;

(b) The Company is not liable for any damage directly or indirectly arising out of compliance with laws, Government regulations, orders or requirements of from any cause beyond the Company's control including acts of God and force majeure.

(c) The charges of carriage having been based upon the value declared by shipper, liability shall in no event exceed the shipper's declared value for carriage stated on the face of the air way bill, and in absence of such declaration by shipper, the liability of

company shall not exceed Rs. 160 (Rupees one hundred sixty only) per kilograms of goods destroyed, lost or damaged. All claims shall be subject to proof of value.

6. 6 :-

There shall not be any time limit fixed for the completion of carriage hereunder and that the Company may without notice substitute alternate carriers or Aircraft. The Company does not assume any obligation to carry the goods by any specified aircraft or over any particular route or routes or to make connection to any point according to any particular schedule and the Company is authorised to select or deviate from the route or routes of shipment, notwithstanding that the same may be stated on the face of the Air way bill. The shipper shall guarantee the payment of all charges and advances.

There shall not be any time limit for completion of the carriage.

7. 7 :-

The goods or packages said to contain the goods, described on the face of the Air way bill, shall be accepted for carriage from their receipt at Company's terminal or Airport Office at the place of departure to the Airport at the place of destination. If so specifically agreed, the goods or packages said to contain goods, described on the face of the Air way bill, will also be accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination. If such forwarding or reforwarding is by carriage operated by the Company, such carriage shall be upon the same terms as to liability as set forth in conditions 3 and 5 above. In any other event, the issuing carrier, and last carrier, respectively in forwarding or reforwarding the goods shall do so only as agents of the shipper, owner, or consignee as the case may be and shall not be liable for any damage arising out of such additional carriage, unless proved to have been caused by its own negligence or wilful fault. The shipper, owner and consignee will authorise such carriers to do all things deemed advisable to effect such forwarding or reforwarding including, but without limitations selection of the means of forwarding or reforwarding and the routes thereof (unless these have been specified by the shipper), execution and acceptance of documents of carriage (which may include provisions exempting or limiting liability) and consigning of goods with no declaration of value notwithstanding any declaration of value in the Air Way bill.

8. 8 :-

The Company is authorised (but shall be under no obligation) to pay any duties, taxes or charges and to make any disbursement with respect of the goods, and the shipper, owner and consignee shall be jointly and severally liable for the reimbursement thereof. If it is necessary to make customs entry of the goods at any place, the goods shall be deemed to be consigned at such place to the person named on the face of the air way bill as customs consignee or if no such person be named, to the carrier carrying the goods to such place or to such customs consignee, if any as such carrier may designate.

9. 9 :-

Except as otherwise specifically provided in the Air Way bill, delivery of goods will be made to the consignee named on the face of the Air Way bill, or the Consignee's agent authorised in writing by a letter of authority accompanied by the consignee's copy of the Air Way Bill. Notice of arrival; of the goods will, in the absence of other instructions, be sent to the consignee by ordinary methods. The Company will not be liable for non-receipt or delay in receipt of such notice. In case urgency is pleaded, the Company may deliver the consignment to the consignee or consignee's authorised agent without production of the consignee's copy of the Air Way bill upon a Bond being furnished. The value for purposes of the Bond will be calculated at the rate of Rs. 160 (Rupees one hundred sixty) per kilogram of the weight of the consignment, where no value is declared. Where the value is declared for carriage of goods the value for purposes of the Bond would be the value of the goods so declared. The delivery of the consignment in the aforementioned manner shall be a *cenipiete* discharge of any responsibility or liability of the company.

10. 10 :-

(a) Receipt without complaint of any consignment at the time of delivery shall be *prima fade* evidence that the consignment has been delivered correctly and in good condition.

(b) No action shall be maintained in the case of damage to goods unless a written notice, sufficiently describing the goods concerned, the approximate date of the damage, and the details of the claims, is presented to an office of the Company within 7 days from the date of receipt thereof and in the case of loss (including non-delivery) unless presented within 120 days from the date of issue

of the Air way bill.

(c) Any rights to damages against the Company shall be extinguished unless an action is brought within two years after the occurrence of the events giving rise to the claim.

11. 11 :-

The shipper shall comply with all applicable laws and other Government regulations including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and attach such documents to the air way bill as may be necessary to comply with such laws and regulations. The Company is not liable to the shipper or any other person for loss or expense due to shipper's failure to comply with this provision.

12. 12 :-

No Agent, servant or representative of the Company has authority to alter, modify or waive any provision of the Air Way bill.

13. 13 :-

The Operator Carrier shall always be entitled to open up the consignment to ensure the correctness of its contents subject always to it being clearly understood that by doing so the operator carrier shall not undertake any responsibility or liability for any contravention of R.8 of Aircraft Rules, 1937 by the Consignor for which the consignor alone shall continue to be liable. NOTICE OF CARRIAGE OF PROHIBITED/RESTRICTED ARTICLES ON BOARD AIRCRAFT Carriage of arms, explosives dangerous goods which are prohibited under sub- rule (i) of rule 8 and such class of goods the carriage of which is permitted subject to provision of sub-rules (3) and (4) of the Aircraft Rules, 1937 shall not be carried or caused or permitted to be carried in any aircraft and contravention of this conditions. shall entail penal consequence under Section 10 of the Aircraft Act, 1934 . For all purpose consequence and the liabilities shall always be determined according to the real nature of goods carried/sent irrespective of any declarations regarding the nature of goods. A list of prohibited/restricted articles is available at all our Cargo Booking Offices in case of any doubt as to whether the carriage of any goods is prohibited and are permitted subject to any conditions, necessary information may be obtained at all our Cargo Booking Offices.