

**Conditions of Carriage – IndiaOne Air**

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## 1. Definitions

The capitalized terms used in these Conditions of Carriage will have the meanings ascribed to them below.

### Meanings

- **“Applicable Fares”**– Applicable fares are those published by or on behalf of IndiaOne Air, if not so published constructed in accordance with IndiaOne Air’s regulations.
- **“Agreed Stopping Places”**– Means those Places, except the place of departure and the place of destination, set forth in the ticket or shown in Carrier’s timetables as scheduled stopping places on the Passenger’s route.
- **“Baggage”** – means the Passenger's personal property carried along by them in connection with the trip to be undertaken. Unless otherwise specified, it consists of both checked-in baggage and hand baggage.
- **“Baggage Check”** – means the tag/receipt issued by IndiaOne Air to a Passenger that relates to the carriage of the Passenger's checked-in baggage and is affixed to the boarding pass.
- **“Baggage Identification Tag”** – means a document issued solely for identification of checked-in baggage and is attached to each such checked-in baggage.
- **“Booking”** – means a booking made in IndiaOne Air’s database subject to the receipt by IndiaOne Air, of the full payment, which is the primary record of the reservation.
- **“Checked-in baggage”** – means such baggage which is carried by IndiaOne Air for the Passenger, and for which IndiaOne Air has issued a baggage Check to the Passenger upon check-in. Checked-in baggage cannot be carried as a hand baggage by the Passenger.
- **“CGST”** – means tax levied on provision of goods and services under the Central Goods and Services Tax Act, 2017
- **“Currency”**– Fares and charges are payable in INR currency to IndiaOne Air.
- **“Collection & delivery of baggage”**– The Passenger shall collect his or her baggage as soon as it is available for collection at place of destination or agreed stopping places.
- **“Change without notice”**– Except as may be required by applicable laws , government regulations, orders or requirements, IndiaOne Air’s Regulations and conditions of carriage are subject to change without notice ; provided that no such change shall apply to a contract of carriage after the carriage has commenced from the point of origin.
- **“Carriage”**– Means carriage of Passengers and/or baggage by air
- **“Conditions of Carriage”** – means these conditions, i.e. the contract which governs the carriage of Passengers on IndiaOne Air carriers for domestic air travel and terms of bookings made by Passengers, as are available on IndiaOne Air’s website and are incorporated by reference in the Itinerary/Receipt/Invoice delivered with the Passenger's booking and notices or communications provided to Passengers from time to time. The Conditions of Carriage are subject to changes as may be introduced by IndiaOne Air from time to time.
- **“Confirmed booking”** – means the confirmation of a booking generated to the Passenger upon receipt of full payment from the Passenger in respect of his/her booking, and the issuance of a valid confirmation number or PNR by IndiaOne Air or a Travel Partner, as the case may be.
- **“Connected Segments”** – means the connectivity offered by IndiaOne Air between two Flight Segments operated by IndiaOne Air.
- **“Credit Note”** – means a document issued by IndiaOne Air pursuant to any adjustment in the taxable value of services provided or to be provided by it to the Passenger including any adjustment on account of cancellation of booking, special service requests, etc. as per the applicable policy.
- **“Days”**– Calendar days including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity the day upon which the ticket is issued or flight commenced, shall not be counted.

- **“Damage”** – includes death or bodily injury to a Passenger, loss of or other damage to baggage, arising out of or in connection with carriage performed by IndiaOne Air pursuant to a Confirmed booking.
- **“Extension of validity”**– Passenger holding a confirmed reservation is prevented from travelling within the period of validity on account of some valid operational reasons.
- **“Excess value Declaration and charge”**– In accordance with the IndiaOne Air’s regulation, it offers an excess valuation facility, a Passenger may declare a value for checked in baggage in excess of the applicable liability limits.
- **“Fees”**– means charges which are applicable for the provision of service by IndiaOne Air.
- **“Flight Segment”** – means a single take-off and landing.
- **“Force Majeure”** – means unusual and unforeseeable circumstances beyond IndiaOne Air’s control, the consequences of which could not have been avoided even if all due care had been exercised. Circumstances beyond IndiaOne Air’s control include without limitation, weather, air traffic control, meteoroidal conditions, security risks, mechanical failures, acts of terrorism, acts of nature, , political instability, strikes, riots, wars, hostilities, disturbances, governmental regulations, orders, demands or requirements, shortages of critical manpower, parts or materials, labour unrest.
- **“GST”** – means tax levied on provision of goods and services and includes SGST or CGST or UTGST or IGST or a combination thereof.
- **“GSTIN”** means a unique goods and services tax identification number issued to the person duly registered under the GST regulations.
- **“Hand baggage”** – means any of the Passenger's baggage other than checked-in baggage, which the Passenger is permitted to carry with him/her in the flight in accordance with the Conditions of Carriage and other regulations of the applicable regulatory and statutory authorities and applicable laws.
- **“IGST”** – means tax levied on provision of goods and services under the Integrated Goods and Service Tax Act, 2017.
- **“INR”** – means Indian Rupees, the lawful currency of Republic of India.
- **“Invoice”** – means invoice issued by IndiaOne Air in relation to a Confirmed booking which shall be sent to the Passenger and/or the GSTIN holder, in accordance with the GST regulations.
- **“Itinerary/Receipt”** – means a document or documents that IndiaOne Air issues to Passengers travelling with a valid booking that contains the Passenger’s name, flight information booking reference number, Conditions of Carriage extract and/or link and notices.
- **“Liability for damage”**– IndiaOne Air is subject to the rules and limitations relating to liability established by the convention.
- **“Passenger”** – means any person, except members of the crew, carried or to be carried in an aircraft by IndiaOne Air pursuant to a Confirmed booking.
- **“Passenger/Person to whom refund will be made”**– There are certain voluntarily & involuntarily nature of refunds & based on the fares availed by the Passenger.
- **“PNR”** – means a Passenger’s Name Record, which is a unique booking reference number which identifies the Passenger's booking in IndiaOne Air’s database for a Flight Segment or combination of Flight Segments.
- **“Passenger Service Fee” or “PSF”** – means the Passenger Service Fee which is imposed per Passenger per Sector. IndiaOne Air collects the PSF from the Passengers as applicable on behalf of the airport operators. The PSF as applicable at the time of making the booking shall apply.
- **“Period of validity”**– Except as otherwise provided in the ticket, in these conditions or IndiaOne Air’s Regulations a ticket is valid carriage for one year from the date of commencement of travel or if no portion of the ticket is used from the date of issue.
- **“Routing”**– Unless otherwise provided in IndiaOne Air’s regulations, fares apply only to routings published in connection therewith

- **“Reservation Requirements”**–Reservations are not confirmed until recorded as accepted by IndiaOne Air or its authorized agents.
- **“Sector”** – means one or more consecutive Flight Segments having the same flight number.
- **“SGST”** – means tax levied on provision of goods and services under the State Goods and Service Tax Acts of the respective state in India.
- **“Stopover”** – means a scheduled stop on the Passenger's journey, at a point between the place of departure and the place of destination.
- **“Stopovers”**– Stopovers may be permitted at agreed stopping places subject to Government requirements and IndiaOne Air’s regulations. Stopovers must be arranged with IndiaOne Air in advance and specified on the ticket.
- **“Tariff”** – means the published fares, GST, fees & charges, airport levies and/or related Conditions of Carriage of IndiaOne Air.
- **“Travel Partner”** – means a travel agency that makes bookings for air travel and other ancillary services for IndiaOne Air flights.
- **“Ticket not transferrable”**– A ticket is not transferable. If a ticket presented by someone other than the person entitled to be carried there under or to a refund in connection therewith, IndiaOne Air shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.
- **“Ticketing Time Limits”**– If a Passenger has not paid for his or her ticket prior to the specified ticketing time limit, IndiaOne Air may cancel the reservation.
- **“User Development Fee” or “UDF”** – means the User Development Fee as imposed by the relevant airport authority at certain airports in India. The UDF as applicable at the time of making the booking shall apply.
- **“UTGST”**– means tax levied on provision of goods and services under Union Territory Goods and Services Tax Act, 2017 with respect to the relevant union territory of India.
- **“We”/“our” /“ourselves” /“us” /“Carrier” /“IndiaOne Air”** – means GSEC Monarch and Deccan Aviation Pvt Ltd.
- **“Website”** – means the internet site <https://indiaoneair.com/> provided by IndiaOne Air on which the Passengers can make bookings and also to access information about IndiaOne Air.

## 2. Interpretation

- a) The title or heading of each paragraph of the Conditions of Carriage is for convenience only and may be ignored for the purposes of interpretation.
- b) The references to civil aviation requirements (CARs) issued by the Directorate General of Civil Aviation (DCGA) in these Conditions of Carriage shall mean the most recent version of CARs with all the relevant amendments.

## 3. Applicability

- These Conditions of Carriage will solely apply for the origin and destination of a Flight Segment within India.

## 4. Overriding Law and Conditions prevail over the Conditions of Carriage

- These Conditions of Carriage are applicable unless they are inconsistent with IndiaOne Air Tariffs or applicable law in which event such Tariffs or relevant applicable laws shall prevail.
- If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid irrespective of such invalid provision.

- Except as provided in these Conditions of Carriage, in the event of an inconsistency between these Conditions of Carriage and any other regulations that the IndiaOne Air may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

## **5. Bookings – General Provisions, Changes and Cancellations**

### **5.1. General Provisions**

- The Booking (and the resultant PNR/E-Ticket/Coupon generated thereafter) upon receipt of full payment for such Booking constitutes prima facie evidence of the contract of carriage between IndiaOne Air and the Passenger named on the Booking.
- IndiaOne Air will permit carriage only to the Passenger(s) named in the Booking subject to the appropriate, valid and applicable identification proof being produced at the time of travel like ( Passport / Aadhar Card / Driving License / Any other Government proof of Identification, etc. ) and any other requirements imposed by the law, regulations, judicial pronouncements or IndiaOne Air's policies.
- IndiaOne Air is a ticket-less airline. It offers a printable itinerary with a PNR and the details of the reservation. An itinerary does not constitute a document of carriage. The Booking in our database is the primary record of the carriage and in the event of any differences between the itinerary and the Booking in our database, the Booking, and its terms will prevail.
- The Passenger(s) agree to the terms and conditions mentioned on the Booking terms and conditions specified by IndiaOne Air and will abide by such reference.
- IndiaOne Air does not issue any open Bookings and it does not have any such concept of providing such bookings for a defined or undefined period of time or times. At any point of time unless or otherwise deemed required and issued in some special circumstances by IndiaOne Air itself, i.e. a Booking is required to have a specific date for travel and cannot be booked in an open-ended manner. Bookings and payments can be made at the following points of sale:
  - i. IndiaOne Air website - <https://indiaoneair.com/>
  - ii. Through Contact Centre or Call Centre
  - iii. At Airport Counters or any other authorized and specially designated ticket sales counters by IndiaOne Air.
  - iv. Travel Agents, Travel Partners, Corporate units authorized by IndiaOne Air Online Travel Agents (OTA's) authorized by IndiaOne Air.
- Passengers using our Website and/or traveling by IndiaOne Air agree to these Conditions of Carriage that are available on our Website or referred to in the Itinerary/Receipt. IndiaOne Air accepts all Electronic Cards, Debit & Credit Cards, MasterCard, VISA, & RuPay cards at its call centre and on its Website and at its Booking Counters.
- Passengers are required to carry the credit card, or a copy of the credit card duly signed by the card holder, at the time of check-in. The usage of these cards for payment is governed by the terms and conditions of the respective bank or company issuing such card, as the case may be.
- We do not accept personal or corporate cheques, PDC's, Banker Cheques or Demand Drafts towards booking payments.
- Cash payments can be made for bookings made at IndiaOne Air airport counters or any other authorized booking outlets. However, cash payment for more than INR 100,000/- (Rupees One Lakh Only) against 1 or multiple PNR(s) by a single Passenger will not be accepted under any circumstances.
- The Invoice/Confirmed Ticket/Confirmed PNR shall be sent to the email address and in the name of the first passenger, mentioned in the Itinerary. In case of a Booking made by a GSTIN holder, the Invoice shall be sent in the name of the GSTIN holder and to the email address mentioned while providing the GSTIN information at the time of Booking.

- Additionally, passengers may download their Invoice/Confirmed Ticket/Confirmed PNR using their PNR Number and other details as required from the website <https://indiaoneair.com/> .
- Invoices shall be only in INR, even in cases where the payment is made in a currency other than INR.  
GST is also applicable on any special services requested by the Passenger at applicable rates in accordance with the applicable law.
- It is recommended that Passengers should check their Itinerary for accuracy and verify their itinerary immediately after booking, on our Website or through the Call Centre and IndiaOne Air shall not be responsible for any discrepancy therein.
- IndiaOne Air can provide travel certificate/proof of travel at a nominal charge of INR 200 (inclusive of GST) per person per sector upon special request by the passenger. These certificates can be obtained through any of our authorized counters or Head Office upon payment of the charges mentioned above duly receipted.

## 5.2. Fare Types

- The following are the Fare Types and charges per passenger subject to any update from time to time, **Note: Fares for EBT are inclusive of GST.**

For	RCS Fare	Non RCS fare	Any other Fare
<b>Checked In Baggage</b>	One bag upto 15 kg - Free	One bag upto 15 kg - Free	One bag upto 15 kg - Free
<b>Hand Baggage</b>	One bag upto 7 kg - Free	One bag upto 7 kg - Free	One bag upto 7 kg - Free
<b>Excess Baggage Allowance</b>	INR 500 per kg	INR 500 per kg	INR 500 per kg

- For bookings made through Travel Partners or Online Travel Portals, Passengers should request their respective Travel Partner or Online Travel Portal for making any changes/cancellations to the reservation.

## 5.3. Changes and Cancellations

- For Confirmed Bookings, the tickets are refundable upon cancellations along with all the Taxes / Fees / Levies subject to IndiaOne Air's change or cancellations rules and fees.

However, the Passenger is always entitled to a refund of the Government and Airport Fees such as PSF, UDF etc. if charged from the Passenger.

### **Allowed cancellation or change policy:**

- Changes / Cancellations to Booking will be allowed and must be made at least Four hours prior to the scheduled departure time of the said Booking.
- This cancellation fee will be deducted from the total amount of fare (Base Fare and Fuel Surcharge) and the balance is refundable (Excluding Convenience Fee and any Special Service Request like Prepaid Baggage, Seat Selection and Special Meals) to the Passengers (in case of cancellation) or it will be applied to the Passenger's changed booking (in case of change).

<b>Cancellation Policy (Time duration to Scheduled Departure)</b>	
<b>Time Frame</b>	<b>Airline Fee</b>
0 hours to 4 hours	Non Refundable
4 hours to 3 days	INR 1000 or Airfare charges (Whichever is lower).
3 days to 365 days	INR 500 or Airfare charges (Whichever is lower).

<b>No Show (Time duration to Scheduled Departure)</b>	
<b>Time Frame</b>	<b>Airline Fee</b>
0 hours to 2 hours	No show penalty will be INR 3000 or Airfare charges (Whichever is lower).

- IndiaOne Air does not allow name change to a booking already made. In case of any spelling mistakes, after due verification with a valid ID Proof, IndiaOne reserves the right to make changes as required and as per its policies.
- In the case of changes to a Booking already made, the residual amount (i.e. after the deduction of the applicable fee per Passenger per Sector as mentioned above) will be applied to the changed Itinerary. Changes to the Itinerary will be made at prevailing prices at the time of the change. If the residual amount is less than the price of the changed Itinerary, the Passenger will be required to pay the difference.
- In case the Passenger desires refund against the residual value after deduction of the applicable fee, the same will be made available as per the following:
  - i. For Bookings made through credit cards/debit cards either online on web portal or at the Call Centre/airport counters, the refund will be processed back to the credit card or debit card (as the case may be) in ten working days from the date of refund request.
  - ii. For Bookings made through Net Banking online on our website, refunds will be processed to the same bank account and will reflect within ten working days.
  - iii. For Bookings made through Travel Partners or online travel portals, the refund may be claimed from the respective Travel Partners/ Portals.
  - iv. For Bookings made by cash at the airport, the refund will be processed at any airport and can be collected from any booking centre.
  - v. American Express cards- The refund done to American Express cards may take 21 to 25 working days to reflect back into the account from the date of request.
- Bookings are not transferable under any case. Any refund upon cancellation / change is also not transferable and will be made only to the Passenger through the process set out above.

<b>Rescheduling Policy (Time duration to Scheduled Departure)</b>	
<b>Time Frame</b>	<b>Airline Fee</b>
0 hours to 4 hours	Non Refundable
4 hours to 3 days	INR 500 + Fare Difference.
3 days to 365 days	INR 250 + Fare Difference.

## 6. Tariff, Taxes and Charges

### 6.1. Tariff/ Airfare Charges

- Tariff is payable only for carriage from the airport at the point of origin, to the airport at the point of destination, unless otherwise expressly stated. Tariff does not include ground transport service between airports or between airports and town terminals.
- The Tariff payable by a Passenger will be calculated in accordance with IndiaOne Air's Tariff in effect, on the date of payment for a Booking. Tariff payable by Passenger to IndiaOne Air per Booking per Sector includes the following components:
  - a) Basic fare, charged by IndiaOne Air,
  - b) GST and other taxes imposed by the Government,
  - c) Charges imposed by IndiaOne Air, including fuel charge,

- d) Charges for add-on services, if any availed by the Passenger,
  - e) Fees and charges imposed by the Government and airports, including development fee and Common User Terminal Equipment (“CUTE”) etc., and
  - f) Service fees or any other fee, if any, charged by IndiaOne Air.
- The aforesaid components of Tariff may undergo a change at any time, without prior notice.
  - Any change in the Booking or dates of travel, may result in a change in the applicable Tariff to be paid. All Bookings are subject to these Conditions of Carriage. Special Tariffs are subject to certain additional terms and conditions including the requirement to display additional proof of identity by Passengers. If a Booking is made on special Tariff, except to the extent specified in the additional terms and conditions linked to such special Tariff, the Booking shall be subject to the Conditions of Carriage.
  - Airfare charges booked through all Points of Sale are bound by the Conditions of Carriage as applicable at the time of Booking. IndiaOne Air offers Tariff on a one-way basis. However, certain Promotional Airfares determined and offered by IndiaOne Air require a round-trip Itinerary and once purchased do not allow partial cancellation of the Itinerary. Passengers should refer to detailed terms and conditions attached to Tariff at time of making the Booking.
  - All classes of Tariffs are determined and quoted in Indian Rupees (INR) and may be subject to change without any notice. Once purchased the Tariff will not change after completion of a Booking, however if a Passenger requests for a change in their Booking, revised Tariff may be applicable to the changed Booking.
  - Fuel charges may vary depending on the Sector, the date of Booking, and the actual date of travel.
  - CUTE charges (inclusive of GST) are levied on Passengers, for every Sector, at select airports, for usage of CUTE services.

## 6.2. Taxes, Fees and Charges

- The amount of applicable taxes including GST, fees or charges payable by a Passenger, are calculated as on the date of the Booking. If there is a change in an existing tax, fee or charge, or a new tax, fee or charge is imposed, after the date of Booking, a Passenger will not be obliged to pay any additional amount (in case of an increase) or be entitled to get any refund (in case of any decrease), unless the Passenger decides to change the date of travel which requires a change in his Booking or re-booking. A Passenger may also be required to pay additional tax, fee or charge (including Airport Charges) after completion of a Booking, if such amount is required to be paid to a Regulatory Authority in relation to the Booking, pursuant to any change in applicable law.
- For Passengers who request for a physical copy of their Itinerary at IndiaOne Air’s airport reservation counters, an additional fee of INR 100 (Rupees Hundred) per page (inclusive of GST, as applicable) will apply.
- IndiaOne Air may also offer certain other services to Passengers, from time to time, for which certain additional Fees may be charged by IndiaOne Air.

## 6.3. Currency

- IndiaOne Air determines fixed and published Tariff only in INR.

## **7. Reservations & Conditions**

### **7.1. Reservation Requirements**

- Certain fares have conditions which limit or exclude the Passenger's right to change or cancel reservations.
- IndiaOne Air requests that at the point of reservation, the Passenger provides IndiaOne Air or its Travel Partner with a contact number (valid mobile number) in the Passenger's Itinerary. This will assist IndiaOne Air in informing Passengers of any changes to a flight on which they are booked.
- With effect from 1 July, 2017, there is a requirement of providing the GSTIN or the UIN (Unique Identification Number) of the Passenger who would be claiming input tax credit. IndiaOne Air requests the Passenger at the point of reservation to provide the GSTIN applicable. Only single GSTIN can be mentioned against one PNR. GST shall be computed on the basis of GSTIN provided by the Passenger. Once PNR is generated, no changes to GSTIN will be allowed. Further, no addition/deletion of GSTIN/UIN can be made to the existing PNR.

### **7.2. Retention of Personal Data by IndiaOne Air**

- The Passenger recognizes that personal data that has been given to IndiaOne Air for the purposes of making a Booking, obtaining and for providing ancillary services or products that may be offered by IndiaOne Air and/or its service partners from time to time, developing and providing services, and making available such data to government agencies, in connection with the Passenger's travel. The Passenger consents that such personal data may be used by IndiaOne Air or its service partners to check online credit/debit/identity fraud and also to improve the experience of the Passengers with IndiaOne Air. The Passenger also recognizes that IndiaOne Air and / or its service partners may contact them via email or other means to inform them of account status or changes or alterations to the service, or to inform them of other services provided or contemplated or promotional schemes etc.

### **7.3. Seating**

- IndiaOne Air offers assigned seating at airport check-in counters. For preferential seating, IndiaOne Air offers advanced seat assignment at the time of making a Booking or even after Booking. These seats are allotted on a chargeable basis.
- IndiaOne Air reserves the right to re-assign seats at any time, including after boarding of the aircraft at its sole discretion and without assigning any reason thereof. This may be necessary for operational, safety, government regulatory, and health or security reasons. IndiaOne Air shall have the discretion to assign Emergency exit seats and other seats to Passenger travelling, keeping the prescribed security norms and the safety and comfort of all the Passengers on board with IndiaOne Air.
- The emergency exit seats may be available to Passengers who are:
  - i. Able bodied
  - ii. Aged 15 years and above, on date of travel
  - iii. Not Pregnant Women
  - iv. Not Valid (as set out in DGCA CAR – Section 8 Series O, Part VIII, Issue I)
  - v. Not suffering from temporary illness which affects their mobility in any way whatsoever
  - vi. Capable of (a) Locating the emergency exit (b) Recognizing the emergency exit opening mechanism, (c) Comprehending the instructions for operating the emergency exit, (d) following oral directions and hand signals given by a crew member,
  - vii. Not travelling with an infant

#### **7.4. Unavailability of Seats**

- There is a chance a seat may not be available for a Passenger on the flight even if the booking is confirmed. This is due to the common practice in the airline industry of overbooking which is not within the control of IndiaOne Air. In the event of such unavailability of seat, IndiaOne Air shall at its option, either:
  - i. Carry you at the earliest opportunity on another of its scheduled services on which space is available and, where necessary, extend the validity of Passenger's booking; or,
  - ii. Should Passenger choose to travel at another time, retain the value of its fare in a credit account for its future travel provided that Passenger must re-book within three (3) months therefrom or,
  - iii. Full refund of the booking amount.

### **8. Check-in & Boarding Pass**

#### **8.1. Check- In**

- In addition to other applicable requirements of the respective airports, a Passenger will not be allowed to board an IndiaOne Air flight unless the Passenger presents a valid Itinerary (either a print or screenshot of the Itinerary on his/her mobile/tablet/computer), duly issued in accordance with the Conditions of Carriage.
- All Passengers, including Passengers accompanied by Infants or Children, must present any valid identification document set out in [Clause 5.1](#) of the Conditions of Carriage, in original, at the time of check-in.
- The Passengers who fail to produce any of the above mentioned documents during the check-in process will be denied boarding by IndiaOne Air, and IndiaOne Air shall not be held liable for such denial or any other consequence resulting therefrom.
- IndiaOne Air recommends that Passengers report for check-in at IndiaOne Air counters, at least two (2) hours prior to the departure of the scheduled flight. A Passenger's journey will be smoother if the Passenger has ample time to comply with the check-in requirements.
- Further, a failure to check-in for a flight at least 60 (sixty) minutes or any other time period prescribed by IndiaOne Air, prior to the flight's scheduled time of departure will result in retention of the No-Show Charges by IndiaOne Air, and the Passenger being declared a "No-Show", and the Passenger will not be entitled to a refund or a Credit Shell in lieu of the Tariff except for a refund of Airport Charges collected by IndiaOne Air from the Passenger. The refund of Airport Charges shall be made to the Passengers who specifically request for such refund from IndiaOne Air.
- In case of Booking 2 (two) or more Sectors under different PNRs, it is the Passenger's responsibility to ensure that there is a sufficient time-interval between two flights, as their carriage may involve certain unavoidable circumstances or factors including a change in aircraft, flight delays or cancellation, issues in relation to Checked-in Baggage, operational issues or change in carriers at a Stopover. If a Passenger misses his/her connecting flight due to such circumstances or factors, in a preceding Flight Segment, IndiaOne Air shall not be liable for such missed connection, in any manner whatsoever.

#### **8.2. Web Check In**

- Pursuant to the Order of the Ministry of Civil Aviation dated May 21, 2020, due to the ongoing COVID-19 pandemic all Passengers travelling with IndiaOne Air are mandatorily required to check-in for their flights online arriving at the airport for any scheduled departure. In order to

comply with the relevant government requirements, IndiaOne Air has ensured that Passengers are able to check-in for their flights online using a web browser on IndiaOne Air's Website <https://indiaoneair.com/> download their baggage tags/baggage identification numbers prior to arriving at the airport.

- Passengers can do a web check-in on the Website anytime up to one (2) hour prior to the scheduled departure of their flights. It shall be the duty of Passengers to ensure that the Passenger's Checked-in Baggage displays a Baggage Identification Tag at least 60 (sixty) minutes prior to the scheduled time of departure of the Passenger's flight. Failure to check-in for a flight or failure to ensure that Checked-in Baggage displays a Baggage Identification Tag at least 60 (sixty) minutes prior to the scheduled time of departure will result in retention of the No-Show Charges by IndiaOne Air, and Passengers being declared a "No-Show".
- In case of web check-in on the Website, the Passenger is required to produce (in original) any of the documents mentioned in conditions of carriage evidencing the identity of a Passenger, at the boarding gate, for verification.
- IndiaOne Air reserves the right to deny boarding to a Passenger if he/she does not comply with the check-in requirements and prescribed timelines.

### **8.3. Boarding**

- For Passengers who check-in through the kiosks available at the airports, the identification check will be carried at the boarding gate by staff members of IndiaOne Air. During the identification check, Passengers will be required to produce any of the documents as set out in [Clause 5.1](#) above. Passengers who fail to produce any of the above mentioned documents will be denied boarding by IndiaOne Air, and IndiaOne Air shall not be held liable for such denial or any other consequence resulting therefrom.
- To avoid any delays, the boarding gates will be closed 20 (twenty) minutes prior to the time of departure. Passengers must be present at the boarding gate no later than the time specified at the time they check-in or any subsequent announcements made at the airport. Mere check-in or issuance of a boarding pass does not guarantee boarding unless a
- Passenger adheres to all the requirements including the timelines mentioned in relation to boarding in the Conditions of Carriage. A Passenger understands and acknowledges that such announcements may only be made in the event of a change of the boarding gate or change in the schedule of boarding and may be made orally through the airport sound systems, or through display/ notifications on the digital screens placed at airports by the airport authorities. IndiaOne Air is under no obligation to make boarding announcements at airports designated as '**silent airports**' and it is the duty of Passengers to check the flight information display system (operated by an airport operator) for current boarding status and boarding gates. A Passenger understands and acknowledges that IndiaOne Air or their staffs is not obligated to reach out to the Passenger in the event that the Passenger fails to be present at the boarding gate, in the manner required in terms of these Conditions of Carriage. IndiaOne Air is not liable to any Passenger who fails to report at the boarding gate for any reason whatsoever. Any Passenger failing to report at the boarding gate within the aforesaid timelines shall be treated as a "Gate No-Show".

### **8.4. Failure to Comply**

- IndiaOne Air will not be liable to any Passenger/ Passenger for any damage, liability, loss, delay or expense incurred due to their failure to comply with the provisions of this [Clause 8](#).

## **9. Limitation of Carriage and Refusals**

### **9.1. Refusals of Carriage**

- IndiaOne Air has the right to refuse carriage of the Passenger or the Passenger's Baggage if in the exercise of its discretion, it is determined that:
  - i. Such action is necessary in order to comply with any applicable laws, regulations or orders of the land.
  - ii. The Passenger's conduct, status, age, mental or physical condition and/or the condition or state of the Passenger's Baggage is such:
    - As to cause reasonable fear of harm to other Passengers, or to our crew or the aircraft or safety in general, or
    - That the Passenger may pose a hazard or risk to himself, other persons or to property.
    - The Passenger has committed or is committing misconduct on the flight and there is a reasonable likelihood that such conduct may be repeated and can cause inconvenience to co passengers and crew or it may be a safety hazard
    - The Passenger has not observed, or is likely to fail to observe, given instructions.
    - The Passenger has refused to submit to a security check or the Passenger fails to observe IndiaOne Air instructions with respect to safety or security.
    - The applicable fare or any charges or taxes payable by the Passenger, have not been paid.
    - The payment of the Passenger's fare is fraudulent.
    - The Passenger does not have proper and/or adequate travel documentation.
    - The Passenger has failed to comply with the Check-In timeline or has failed to arrive at the boarding gate on time.
    - The Booking of the seat has been done fraudulently or unlawfully, or has been purchased for a person not authorized by IndiaOne Air,
    - The credit card, by which the payment was made by the Passenger, has been lost or stolen.
    - The Itinerary or the Booking is counterfeit or has been obtained fraudulently.
    - The Itinerary has been altered by anyone other than IndiaOne Air or its Travel Partners, or has been mutilated (in which case, IndiaOne Air reserve the right to retain such document), and/or
    - The person checking-in or boarding cannot prove that he/she is the person named as the Passenger on the Itinerary (in which case, IndiaOne Air reserve the right to retain such Itinerary).

### **9.2. Unruly behaviour by a Passenger**

- The Passenger shall not be allowed to board the aircraft under following conditions:
  - i. Assault, intimidate or threaten, whether physically or verbally, a crew member/security team/ground staff which may interfere with the performance of the duties of the crew member/security team/ground staff or lessens the ability of the crew member/security team/ground staff to perform the duties.

- ii. Refuse to follow a lawful instruction given by the Pilot-in-Command or on behalf of the Pilot-in-Command by a crew member, for the purpose of ensuring the safety of the aircraft or of any person or property on board or for the purpose of maintaining good order and discipline on board.
- iii. Assault, intimidate or threaten, whether physically or verbally, any person.
- iv. Intentionally cause damage to or destroy any property.
- v. Consume alcoholic beverages or drugs, which is likely to endanger the safety of the aircraft or of any person or jeopardize the good order and discipline on board the aircraft.
- vi. If the Passenger tries to or Smokes within the Aircraft or in its vicinity,
- vii. No Passenger shall interfere with the pilot or with a member of the operating crew of an aircraft, or tamper with the aircraft or its equipment or conduct himself/herself in a disorderly manner in an aircraft or commit any act likely to imperil the safety of an aircraft or its Passengers or crew.

### 9.3. Self-Offloading

- Self-offloading after boarding the aircraft is not permitted, since it can cause safety and security risks, besides inconveniencing fellow Passengers on board.
- In case of any inevitable circumstances other than medical emergency, the Passenger shall be penalized and the charges of penalization will be under the discretion of IndiaOne Air.
- IndiaOne Air may at its sole discretion, not penalize such Passenger, in case of a medical emergency and in such cases, IndiaOne Air may require a doctor’s certificate from airport doctor as well.

### 9.4. Denied Boarding

- IndiaOne Air reserves the right to deny boarding to any Passenger who is suspect of alcohol or drugs, for health, safety or security reasons or in the absence of adequate travel documents etc. at its sole discretion and no compensation as referred above shall be payable in such cases as per DGCA.CAR-Section 3.Series M.IV.

### 9.5. Pregnant Women

- For safe travel, we have a few requirements for our Passengers who are expecting mothers.
- We understand that pregnancy is not a medical condition unless there are known medical complications which can endanger the life of mother or the child. **However we request you to avoid travelling after 28<sup>th</sup> weeks of pregnancy as IndiaOne Air operates Cessna Grand Caravan EX 208B aircraft which has unpressurised cabin and no cabin crew on board.**

Diagnosis	Assessment by a doctor with aviation medicine experience	Accept
Single, Uncomplicated	Beyond end of 36 <sup>th</sup> week (Calculated using the Estimated Date of Delivery – EDD)	Clearance not required before end or 28 weeks
Multiple, Uncomplicated	Beyond end of 32 <sup>nd</sup> week (Calculated using the Estimated Date of Delivery – EDD)	Clearance not required before end of 28 weeks
Complicated Pregnancies	On individual basis	
Miscarriage (threatened or complete)	With active bleeding	Once stable, no bleeding and no pain for at least 24 hours

## 10. Baggage Procedure

### 10.1. Unacceptable Items as Baggage

IndiaOne Air reserves the right to refuse carriage of such baggage or such items found in the baggage as stated below as per the DGCA norms:

- i. Items which are not properly packed as per baggage packing norms;
- ii. Items which are likely to endanger the aircraft or persons or property on board the aircraft such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, Dangerous Goods as per local laws and applicable regulations and as per our own Terms and Conditions;
- iii. Items, the carriage of which is prohibited by applicable laws, regulations or orders; Compressed gases: deeply refrigerated, flammable, non-flammable and poisonous such as butane, oxygen, liquid nitrogen, aqualung cylinders and compressed gas cylinders;
- iv. Corrosives items such as acids, alkalis, mercury and wet cell batteries and apparatus containing mercury;
- v. Explosives, munitions, fireworks and flares, ammunition including blank cartridges, handguns, fireworks, pistol caps, swords, knives and similar items;
- vi. Small lithium battery-powered vehicles such as air wheels, solo wheels, hover boards, mini-Segway and balance wheels;
- vii. Flammable liquids and solids such as lighter refills, lighter fuel, matches, paints, thinners, fire-lighters, lighters that need inverting before ignition, matches, radioactive material, briefcases with installed alarm devices;
- viii. Oxidizing materials such as bleaching powder and peroxides; Poisons and infectious substances such as insecticides, weed-killers and live virus materials;
- ix. Fish (including sea food), animals, birds, insects in any form, whether live and/or dead and/or frozen and/or dried;
- x. Anything that possesses and/or is capable of possessing and/or emitting a conspicuous and/or offensive odour;
- xi. Other dangerous articles such as magnetized materials, offensive or irritating materials; Human or animal remains, live or dead animals;
- xii. Items, which, in our reasonable opinion, are unsuitable for carriage by reason of their weight, shape, size or character;
- xiii. Any other item that the airline feels may cause inconvenience or is a safety hazard to its Passengers.
- xiv. Power Banks are allowed only in hand baggage.

### 10.2. Checked-in Baggage

- Free Checked-in Baggage Allowance (if applicable) will be as per Fare Rules mentioned above in [clause 5.2.](#)
- A firearm and /or ammunition are not permitted to be carried on person or in Cabin Baggage or in Checked-in Baggage. Any Passenger found carrying firearm and/or ammunition in contravention to the above, may be off-loaded.

### 10.3. Valuable and Fragile Items

- Passengers are strongly advised not to check in such items as Baggage which by their very nature is valuable and/or fragile. If such items are checked in as Baggage, Passengers agree that they send for carriage of such items, at their own risk. Such items include, without limitation, money, jewellery, silverware, electronic devices, medicines, perishable goods, computers, cameras, video equipment, negotiable papers, securities and/or other valuables, electronic items, passports and other identification documents. IndiaOne Air shall not accept any responsibility for such items carried by the Passengers in their Baggage.
- In case if the Passenger's Checked-In Baggage is spoilt due to spillage or leakage from glass bottles/jars unsuitably packed, IndiaOne Air liability for damage is not extended to the same.
- Items like money, jewellery, photographic / video & or other optical equipment, computers and other electronic equipment, computer software, silverware, glassware, securities, bonds, business and personal documents, samples, paintings, artefacts, other work of art, antiques, research, unique or irreplaceable items, scholarship items / documents, irreplaceable books or publications or similar valuable items are not covered under any loss or damage policy of the airline. These items should not be transported in or as a luggage on the flight.

#### **10.4. Carry on or Hand Baggage**

- Hand Baggage is accepted in the cabin subject to the availability of space under the Passenger's seat. In the event where a hand bag is over-sized or over-weight, IndiaOne Air may require transfer of Hand Baggage to the Baggage compartment (called as baggage retrievals) of the aircraft prior to take-off. In such cases, a Passenger's Hand Baggage will be specially tagged and returned upon arrival, and the same can be collected from the conveyor belts where Checked-in Baggage is normally received. In the event the Hand Baggage is transferred to the Baggage compartment due to increased weight over and above what is permissible for Hand Baggage, Passenger shall be liable to make payment of the excess baggage at then applicable rate per kilogram for the excess baggage.

#### **10.5. Baggage Size**

- Baggage Size (Hand Bag): L 38cm, B 15cm, H 40cm – 7kg
- As per Airlines policy and Civil Aviation norms and guidelines, travelling Passengers may carry one Hand Baggage of maximum 7 Kg's (including Laptop). In case hand baggage is found to be overweight at the boarding gate a flat rate of INR 500/- per kg per sector (inclusive of GST) would be charged towards excess hand baggage.
- Items determined by us to be of excessive weight or size, or of an offensive nature, will not be permitted on board. Subject to the prevalent applicable local laws and regulations, Passengers may take liquids on board in their Hand Baggage, subject to screening and security checks, and provided they meet the following restrictions:
  - i. The liquid is in a container with a maximum volume of 100ml.
  - ii. All liquid containers meeting the maximum volume of 100ml each can be fitted comfortably into a transparent, re-sealable 1 litre plastic bag.

#### **10.6. Refusal of Carriage**

- IndiaOne Air may refuse to carry as Baggage any item reasonably considered by the airline to be unsuitable for carriage because of its size, shape, weight, content, being radioactive, or character, or for safety or operational reasons, or in the interests of the comfort of other Passengers. Information about unacceptable items is available upon request. The airline may refuse such baggage which it feels reasonable that has not been suitable, properly and securely packed.

### **10.7. Baggage screening and search authority**

- Keeping in view safety and security, either IndiaOne Air or the competent regulatory authority may require the Passengers to undergo a search, x-ray or other type of scan on his/her person or Baggage. IndiaOne Air reserves the right to search the Baggage in the absence of the Passenger, if he/she is not available, for the purpose of determining whether they are in possession of, or whether their Baggage contains any unacceptable or prohibited items.
- If a Passenger refuses to comply with such searches or scans, we reserve the right to refuse carriage to such Passenger and his/her Baggage without refund of fare and without any other liability to such Passenger. Any other procedures as may be required under law may follow in relation to such cases.
- In the event such search / scan, if it results in any injury to the Passenger or damage to his/her Baggage, the airline shall not be liable for such injury or damage, unless the same is due to the airlines wilful fault or gross neglect.

### **10.8. Delivery of Baggage at Conveyor Belt**

- IndiaOne Air will make every effort to ensure that the Checked-in Baggage of Passengers arrives in a safe condition.
- The Passengers are advised to collect their Baggage as soon as it is available for collection at the place of destination from the relevant conveyor belt. If the Passenger fails to collect it within a reasonable time, IndiaOne Air will store the same in its storage and custody and will charge a storage fee. If the Passenger's Checked-in Baggage has not been claimed within three (3) months of the time it is made available, the airline may dispose it off without any liability or notice to the Passenger.
- If the Passengers are travelling in a group PNR and the Baggage is not delivered at arrival, all the Passengers under that Booking need to be present at the arrival hall at the time of registering a complaint for the lost Baggage. The Baggage will be considered as delivered in good condition if the above condition is not met.
- IndiaOne Air shall deliver Checked-in Baggage to the bearer of the Baggage Check, upon payment of all unpaid sums due to it, under these Conditions of Carriage.
- IndiaOne Air is under no obligation to ascertain that the bearer of the Baggage Check is entitled to delivery of the Baggage, and IndiaOne Air is not liable for any loss, damage, or expense arising out of, or in connection with its failure to ascertain so.
- Delivery of the Baggage will be made at the destination airport shown in the Baggage Check and not to the address of the Passenger.
- If the person claiming the Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage tag, IndiaOne Air will deliver the Baggage to such person only on the condition that he/she establishes to IndiaOne Air's reasonable satisfaction, his right thereto, and if required by IndiaOne Air, such person shall indemnify IndiaOne Air for any loss, damage or expense which may be incurred by IndiaOne Air, as a result of such delivery.
- Acceptance of Baggage by the Passengers without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage. Every Passenger shall be required to raise a Property Irregularity Report (Form available with IndiaOne Air representative at conveyor belt) in case there is a loss of baggage while he/she is at the respective destination airport at the time of arrival and not after departing from the destination airport.
- In order to ensure that the Passengers pick-up their own Baggage only and that there are no confusions, IndiaOne Air reserves all rights to do Baggage Tag match upon arrivals either for all Passengers or on random basis without any prejudice or discrimination. In the event where there is a possibility or slightest assumption of Passenger picking up somebody else's baggage,

IndiaOne Air reserves all rights to divulge personal information of such Passenger to the original owner of the Baggage, and will not be liable for any losses incurred thereof.

- IndiaOne Air assumes no liability for wear and tear to luggage which includes:
  - i. Broken wheels or feet
  - ii. Minor cuts
  - iii. Loss of external locks, security straps
  - iv. Damage to any protruding part of the baggage
  - v. Damage resulting from over packing and damage to retractable luggage handles
  - vi. Scratches, torn zippers, straps, handles, scuffs, dents soiling or manufacturing defects
  - vii. Unsuitably packed, perishable, damaged or fragile Baggage, or for damage caused by water to non-waterproof Baggage.
  - viii. Any other wear and tear

#### **10.9. Items removed by Airport Security**

- IndiaOne Air will not be responsible for, or have any liability in respect of, articles removed from the Passenger's Baggage by any airport security.

#### **10.10. Carriage of Human Remains**

- IndiaOne Air in its flights does not allow any carriage of Human Remains.

### **11. Connecting Segments Rules**

#### **11.1. Booking process for connecting segments**

- Any Booking with respect to the Connected Segments shall be required to be booked in advance. Both segments in the Connected Segments shall be confirmed on the same PNR and will be identified by a single fare/surcharge component.
- In cases where the Passenger undertakes travel on the Connected Segments, IndiaOne Air will check-in baggage through to the final destination of the Passenger. The Passengers will be provided with two boarding cards - one for the flight taken from the point of origin till the point of transit and the other from the point of transit until the next destination. In case at point of transit/Stopover, the Passenger is required to change terminals, the Passenger will be responsible for transportation from arrival terminal to the departure terminal. The Reporting should be on-time at the check-in counter for the next flight
- IndiaOne Air will not provide any food or lodging at the point of transit/Stopover.

#### **11.2. Fail to show up at boarding gate for connecting flights**

- If in case the Passengers fails to show up for boarding the flights for the Connecting Segments at the point of Stopover, 45 minutes before the scheduled departure of the next flight, despite having arrived on-time from the point of origin, the Passengers will be treated as 'Gate No Show'. The Baggage of such Passengers will be offloaded and handed over to the Passengers or the relevant airport authority at the Stopover station (in case there is change in terminal required for departure to next destination, the Baggage will be offloaded and handed over to the Passengers or the relevant airport authority at the departure terminal of the point of transit/Stopover), without any liability on the part of IndiaOne Air. The ticket amount for such Booking shall be forfeited. The Passengers are, however, entitled to a refund of the Government and Airport Fees and/or taxes (if applicable).

- Also, Passengers having connecting flights shall board the flight from the city of origin only. The airline will not entertain carriage of such Passengers if they intend to board from any of the transfer airports. Any such requests would be treated as cancellation and re-booking at the applicable fares at the time of such request; fare difference and cancel fees may apply.

### **11.3. Flight delays or cancellations for connecting flights or segments**

- In case of any delay or cancellations of flight operated as connected segment, following shall apply:
  - i. In case of delay or cancellation of the flight at the point of origin which leads to the possibility of a missed connection at the point of Stopover, the Passenger shall have to right to choose a refund for the remaining segment, or a credit for future travel on IndiaOne Air, or re-booking onto an alternative IndiaOne Air next available flight at no additional cost, subject to availability.
  - ii. In case of a delay or cancellation of the connecting flight at the point of Stopover, IndiaOne Air will, at its discretion, and subject to availability of seats will first offer the Passenger the option to travel on the next available flight of IndiaOne Air, then at its discretion, provide ground transportation to and from the airport and lodging for an overnight stay to the Passenger at the point of Stopover (provided that the next available flight is only on the following day) or offer a choice between refund or credit of the leg that is not flown to the Passenger. The Passenger will not have any right to ask for arranging any other alternative flight of any other carrier other than IndiaOne Air.

## **12. Security Screening**

### **12.1. General Process**

- As required by applicable law, all Passengers will be subjected to a security screening prior to boarding the aircraft.
- Itineraries will be checked at the time of entering the terminal building. Checked Baggage will be screened through an X-ray machine before check-in. Random physical checks are also carried out for Checked Baggage in addition to X-ray screening.
- As per security regulations, Passengers will be required to undergo personal frisking and their Hand Baggage will be X-rayed before entering the pre-boarding sterile area.
- Checked Baggage reconciliation is carried out through an internal matching system. In addition to the Baggage reconciliation, the physical identification of the Checked Baggage by the Passengers may be carried out. Unidentified Baggage will not be loaded on to the aircraft.
- A secondary security check may also be carried out near the step ladder/boarding gate before embarkation as stipulated by BCAS.
- According to security regulations, Passengers are advised:
  - i. Not to accept any packets from unknown persons,
  - ii. Not to leave Baggage unobserved at any time, especially within airport area,
  - iii. Unattended Baggage may be removed by airport security staff as object of suspicious,
  - iv. Passengers are advised to declare before Baggage screening or check-in counters if carrying any arms or explosive substance. Concealment is an offence under Aircraft Act and Rules,
  - v. To carry only one piece of Cabin Baggage,

- vi. Battery cells / Dry cells carried in the Cabin Baggage or in any electrical/ electronic items are liable to be removed and IndiaOne Air may not be in a position to return such removed items same at the Passenger's destination. We recommend that such items be carried in Checked Baggage.

### **13. Delay and/or Cancellation of flights, change Schedule**

- IndiaOne Air undertakes to use its best efforts to avoid delay in carrying its Passengers and their Baggage. We will endeavour to adhere to published schedules in effect on the date of travel. However, times shown in schedules or elsewhere, are subject to change at any time, and we shall not be liable in any way whatsoever, for any loss incurred by Passengers as a result of such change.
- IndiaOne Air will not be liable for any error or omission in publications of schedules, or in statements or representations made by employees, agents, or representatives of IndiaOne Air, as to the dates or times of departure or arrival, or to the operation of any flight.
- At any time after a Booking has been made, we may change our schedules and/or cancel, terminate, divert, postpone, reschedule or delay any flight where we reasonably consider this to be justified by circumstances beyond our control, or for reasons of safety, or for commercial reasons.
- Circumstances beyond airlines control can include, without limitation, weather, air traffic control, mechanical failures, acts of terrorism, acts of nature, force majeure, strikes, riots, wars, hostilities, disturbances, governmental regulations, orders, demands or requirements, shortages of critical manpower, parts or materials, labour unrest etc.
- In the special case in which a subsequent portion of IndiaOne Air's flight is cancelled while a Passenger is already in transit, such Passenger shall have the right to choose to remain at the transit station at Passengers costs and to be re-booked onto an alternative IndiaOne Air flight to the final destination at no additional cost subject to availability; or to accept a partial refund for the portion of the flight not completed.
- If a flight is cancelled, or rescheduled by more than two and half hours (depending on the length of the journey), a Passenger shall have a right to choose a refund; or re-booking/re-accommodation onto an alternative IndiaOne Air flight at no additional cost (subject to availability) as per DGCA. CAR-Section 3. Series M. IV.
- If a Passenger is eligible for compensation as per DGCA CAR - Section 3, Series M, Part IV, the Passenger shall write to [customer.care@indiaoneair.com](mailto:customer.care@indiaoneair.com) from the email address registered on the reservation (PNR) for claiming the compensation. The Compensation shall be processed only after verification of the KYC documents (Passport, driving license, voters' ID card, PAN card or Aadhar). The Passenger understands and acknowledges that no further compensation (whether indirect or consequential or remote) would be payable under any other head, in addition to such amounts prescribed in the DGCA CAR- Section 3, Series M, part IV.

### **14. Refunds**

#### **14.1. General Process**

- Upon failure by IndiaOne Air to provide carriage in accordance with these Conditions of Carriage, or where a Passenger requests a voluntary change of his arrangements, refund for an unused Booking, or portion thereof shall be made by IndiaOne Air in accordance with this article and in accordance with IndiaOne Air regulations, after deducting the applicable fees, charges and taxes thereon.

- Refunds against the residual value after deduction of the applicable fee will be made available as per the following:
  - i. For Bookings made through credit/debit cards, the refund will be processed back to the credit/debit card.
  - ii. For Bookings made through net banking, the refund will be processed into the same bank account.
  - iii. For Bookings made through Travel Partners or online travel portals, the refund may be claimed from the respective travel agents/ portals.
  - iv. For Bookings made by cash at the airport, the refund will be processed at the respective airport.

#### **14.2. Persons to whom the refund will be made**

- IndiaOne Air shall be entitled to make refund either to the person named in the Booking, or to the person who has paid for the Booking, after verification of the KYC documents (Passport, driving license, voters' ID card, PAN card or Aadhar), and shall discharge IndiaOne Air from liability and any further claim for refund from any person. Passenger shall communicate to [customer.care@indiaoneair.com](mailto:customer.care@indiaoneair.com), from the email address registered on the reservation (PNR) for claiming the refund.

#### **14.3. T & C for Group Cancellations and refund**

For cancellations after the payment is made, the corresponding charges will be applicable:

- i. If the group strength reduction up to 20% of the number of passengers originally booked INR 3000+ per passenger per sector or 25% of the total fare (whichever is higher) will be applicable.
- ii. If the group strength reduces by more than 20% and up to 50% of the number of passengers originally booked INR 3000 per passenger per sector or 50% of the total fare (whichever is higher) will be applicable.
- iii. If the group strength reduces by more than 50% of the number of passengers originally booked or in case of no-show, only airport charges (PSF/UDF/AAT) as applicable will be refunded.
- iv. Any reduction in group size within 07 days of departure, only airport charges (PSF/UDF/AAT) as applicable will be refunded. This condition overrides the above mentioned conditions.
- v. In case of changes/cancellation in partially confirmed bookings, entire advance deposit will be forfeited.

All refunds will be made only in INR irrespective of currency paid upon booking.

#### **15. Passengers On-Board of IndiaOne Air**

- Complimentary drinking water is offered on all flights.
- IndiaOne Air allows Passengers to bring food items like cold snacks, soft beverages, snack bars and biscuits on board. For the convenience of our Passengers, messy, oily or strong-smelling food items are not allowed on board.
- Passengers seated near an emergency exit will be briefed by the crew regarding emergency procedures and are requested to pay special attention to these requirements. The emergency exit seats may be available to Passengers who are:
  - i. Able bodied

- ii. Aged 15 years and above, on date of travel
  - iii. Not Pregnant Women
  - iv. Not Valid (as set out in DGCA CAR – Section 8 Series O, Part VIII, Issue I)
  - v. Not suffering from temporary illness which affects their mobility in any way whatsoever
  - vi. Capable of (a) Locating the emergency exit (b) Recognizing the emergency exit opening mechanism, (c) Comprehending the instructions for operating the emergency exit, (d) following oral directions and hand signals given by a crew member,
  - vii. Not travelling with an infant
- IndiaOne Air shall have the discretion to assign Emergency exit seats and other seats to Passenger travelling, keeping the prescribed security norms and the safety and comfort of all the Passengers on board with IndiaOne Air.
- IndiaOne Air undertakes all reasonable steps to keep the aircraft clean including disinfection and fumigation of its aircraft, in accordance with applicable law. A Passenger acknowledges and agrees that the aircraft doors have to be kept open at certain stages of operations. A Passenger acknowledges and accepts that pursuant to an order passed by the National Green Tribunal, IndiaOne Air is not permitted to disinfect an aircraft, while Passengers are on-board the aircraft. Therefore, IndiaOne Air will not be liable for any damage or claim, in case of the inadvertent presence of any mosquitoes, insects or pests in the aircraft.

#### **15.1. Passenger Conduct on-board**

- If, in IndiaOne Air's opinion, a Passenger conducts himself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew, IndiaOne Air may take such measures as it deems reasonably necessary to prevent continuation of such conduct, including restraint. Such Passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

#### **15.2. Prohibition of use of electronic devices on-board**

- For safety reasons, IndiaOne Air may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is however, permitted.

#### **15.3. No Smoking**

- Smoking is strictly prohibited on all our aircrafts.

#### **15.4. Diversion of flight due to conduct of Passengers**

- If, as a result of conduct by a Passenger of any sort mentioned in this Conditions of Carriage, the airline decides, in the exercise of IndiaOne Air's reasonable discretion, to divert the

aircraft for the purpose of offloading that Passenger, the Passenger must pay all costs resulting from that diversion.

#### **15.5. No Consumption of Tobacco or Alcohol**

- Smoking is strictly prohibited on all IndiaOne Air aircraft. Alcohol consumption on-board all IndiaOne Air aircraft operating in the domestic sector is prohibited and is a punishable offence under applicable law.

#### **15.6. Photography by Passengers**

- Passenger may take photographs (i) within the terminal building of a civil airport as well as a defence airport, and (ii) on-board an aircraft, without causing inconvenience to any other person including crew members and other Passengers.
- However, Passengers are not permitted to take photographs (i) while embarking and disembarking an aircraft, (ii) from the part of an airport used for take-off, landing and taxiing of aircraft and (iii) of the airside of a defence airport from the aircraft, the terminal building or any other part of the defence airport.

### **16. Administrative Requirements**

#### **16.1. General requirements**

- The Passengers shall be solely responsible for obtaining all required travel documents and for complying with all laws, regulations, orders, demands and travel requirements.
- IndiaOne Air shall not be liable for any aid or information given by any agent or employee of IndiaOne Air to any Passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise, or for the consequences to any Passenger resulting from his failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.
- IndiaOne Air shall not be liable if it determines that what it understands to be applicable law, government regulation, demand, order or requirement, requires that it refuse, and it does refuse, to carry a Passenger.

#### **16.2. Travel Documents**

- Prior to travel, the Passenger must present all identification, health and any other documents required by law, regulation, order, demand or other governmental requirement, and permit IndiaOne Air to take and retain copies thereof. IndiaOne Air reserves the right to refuse carriage if the Passenger does not comply with these requirements, or their travel documents do not appear to be in order, or who does not permit IndiaOne Air to take and retain copies thereof.

#### **16.3. Responsibility for Fines, Detention Costs**

- If IndiaOne Air is required to pay any fine or penalty, or it incurs any expenditure by reason of the Passenger's failure to comply with laws, regulations, orders, demands or other travel requirements, or to produce the required documents, the Passenger shall reimburse to IndiaOne Air, on demand, any amount so paid or expenditure so incurred by IndiaOne Air. IndiaOne Air may apply towards such payment or expenditure, the value of any unused

carriage on the Passenger's Booking, or any of the Passenger's funds in IndiaOne Air's possession.

#### **16.4. Security Inspections and Checks**

- The Passenger shall agree to any security checks by Governments, airport officials or by IndiaOne Air.

### **17. Damage liability**

- Death or Injuries, Damage of Baggage: Applicable Rules.

#### **17.1. Applicability**

- The liability of IndiaOne Air involved in the Passenger's journey will be determined by its own conditions of carriage. The provisions for IndiaOne Air's liability for damage are set out in this Article.
- The rules applicable to IndiaOne Air's liability shall be as provided under the Carriage by Air Act, 1972 (as amended from time to time).

#### **17.2. Injury or Death to Passengers**

- In the event of death or any other bodily injury suffered by a Passenger during the course of carriage by air, IndiaOne Air's liability will be governed by the relevant provisions of the Carriage by Air Act, 1972 and any modifications etc. as notified by the Ministry of Civil Aviation, Government of India, and as amended from time to time and the rules contained there under.
- Notwithstanding the provisions of Article 17.3 below, if IndiaOne Air proves that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger, IndiaOne Air may be exonerated wholly or partly from its liability.
- IndiaOne Air is not responsible for any illness, injury or disability, including death, attributable to the Passenger's physical condition or for the aggravation of such condition.

#### **17.3. Damaged, delayed, or lost Checked-in Baggage**

- For damaged, delayed, or lost Checked-in Baggage, IndiaOne Air's liability will be limited in accordance with the provisions of Carriage by Air Act, 1972 and the rules framed thereunder with certain exceptions, adaptations, and modifications as notified by the Ministry of Civil Aviation, Government of India, and as amended from time to time. Subject to the foregoing, IndiaOne Air's liability for lost or damaged Checked-in Baggage is limited to INR 350 per kg. For delayed Checked-in Baggage, Passengers agree that IndiaOne Air's liability shall be limited and determined by IndiaOne Air as per its discretion and based upon its prevailing policy.
- IndiaOne Air shall not pay any compensation to Passengers on account of any indirect, consequential, or remote reasons attributable to IndiaOne Air for lost, delayed, or damaged Checked-in Baggage.
- IndiaOne Air will not be liable for lost, delayed, or damaged Checked-in Baggage to the extent such loss, delay or damage is a result of inherent defect or quality of the Checked-in Baggage or any negligence on part of Passengers.

- IndiaOne Air shall not be liable for lost, delayed, or damaged Checked-in-Baggage if it proves that it took all measures that could reasonably be required to avoid such loss, delay, or damage or that it was impossible for it to take such measures.
- If IndiaOne Air proves that the negligence or other wrongful act or omission of the Passenger claiming compensation, or the person from whom he or she derives his or her rights caused or contributed to the loss, delay, or damage to the Checked-in Baggage, IndiaOne Air shall be wholly or partly exonerated from its liability to the extent that such negligence or wrongful act or omission caused or contributed to such loss, delay or damage to the Checked-in Baggage.
- Passengers will be solely responsible for the carriage of their Hand Baggage / personal belongings and IndiaOne Air will not be liable for any loss or damage in relation thereto.
- IndiaOne Air assumes no liability for fragile or perishable articles. IndiaOne Air will not be liable for loss or damage to articles not permitted to be carried in Checked-in Baggage as per [Clause 10.3](#) of the Conditions of Carriage and applicable laws.
- A Passenger shall be held solely responsible for any loss or damage caused by the Passenger's Checked-in Baggage to any other person or property, including IndiaOne Air's property and IndiaOne Air will not be held liable to any third person in relation thereto.
- The Conditions of Carriage and the exclusions or limits on liability mentioned herein, apply to Travel Agents, servants, employees, and representatives of IndiaOne Air to the same extent as are applicable to IndiaOne Air. It is clarified that IndiaOne Air will not be liable for any loss, delay or damage arising from IndiaOne Air's compliance with applicable laws or from a Passenger's failure to comply with the same. In any event, IndiaOne Air's liability shall not exceed the amount of proven damages under any circumstances.

#### **18. Time limitation on claims and actions**

- Notice of Claims, Limitations of Actions, and Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless the Passenger proves otherwise.
- Any right to damages shall be forfeited if an action is not brought against IndiaOne Air within One (1) month of the date of arrival at the destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by law of the court where the case is heard.

#### **19. Passenger Grievance Redressal**

- At IndiaOne Air, we strive to achieve the highest level of Passenger satisfaction and our teams are well trained to address your concerns. However, in the event you feel dissatisfied about our service, please contact us through any of the following:
  - i. [grievance@indiaoneair.com](mailto:grievance@indiaoneair.com)
  - ii. [nodalofficer@indiaoneair.com](mailto:nodalofficer@indiaoneair.com)
  - iii. [customer.care@indiaoneair.com](mailto:customer.care@indiaoneair.com)
  - iv. [appellateauthority@indiaoneair.com](mailto:appellateauthority@indiaoneair.com) or
  - v. Our Station Managers at various airports shall be more than happy to help you.
- Passengers agree and acknowledges that in case of any issues or concerns arising out of the Conditions of Carriage, any and all correspondences, summons and notices will only be

deemed to have been validly served if the same is sent to the corporate office address of IndiaOne Air and not at any other address, the details of which are as under:

**Corporate Office Address:**

IndiaOne Air  
Block 2, 2<sup>nd</sup> Floor, Garden View,  
Opposite AUDA Garden,  
Sindhu Bhavan Marg, Bodakdev,  
Ahmedabad, 380054  
Gujarat, India

**20. Dispute Settlement and Governing Law**

- These Conditions of Carriage shall be construed by, and governed in accordance with the Indian Laws.
- All disputes arising out of, or in connection with these Conditions of Carriage shall be settled by the courts or tribunals situated at of Ahmedabad, Gujarat , India, which shall have exclusive jurisdiction ousting the jurisdiction of any other courts or tribunal situated anywhere else to hear the matters in relation to these Conditions of Carriage.

**21. Modifications & Amendments**

- IndiaOne Air reserves the right to vary, amend or alter these Regulations at any time without any prior notice or liability.

