SCHEDULES

[F1SCHEDULE 1A

THE WARSAW CONVENTION WITH THE AMENDMENTS MADE IN IT BY THE HAGUE PROTOCOL AND PROTOCOL NO. 4 OF MONTREAL, 1975

Textual Amendments

F1 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

F2PART 1

THE ENGLISH TEXT

Textual Amendments

F2 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

CONVENTIONfor the Unification of Certain Rules relating to International Carriage by Air

F3CHAPTER I

SCOPE—DEFINITIONS

Textual Amendments

F3 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

F4ARTICLE 1

Textual Amendments

F4 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

F5(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 transhipment, are situated either within the territories of two High Contracting Parties or within the territory of a single High Contracting Party if there is an agreed stopping place within the territory of another State, even if that State is not a High Contracting Party. Carriage between two points within the territory of a single High Contracting 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 air 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 contract 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.

Textual Amendments

F5 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments

F5 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F6]ARTICLE 2

Textual Amendments

F6 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F7](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.

Textual Amendments

F7 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments

F7 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F8]CHAPTER II

DOCUMENTS OF CARRIAGE

Textual Amendments
F8 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F9]SECTION 1

—PASSENGER TICKET

Textual Amendments
F9 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F10]ARTICLE 3

Textual Amendments
F10 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F11](1) In respect of the carriage of passengers a ticket 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 High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;

(c) a notice to the effect that, if the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage.

(2) The passenger ticket shall constitute*prima facie* evidence of the conclusion and conditions of the contract of carriage. The absence, irregularity or loss of the passenger ticket does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject to the rules of this Convention. Nevertheless, if, with the consent of the carrier, the passenger embarks without a passenger ticket having been delivered, or if the ticket does not include the notice required by paragraph (1)(c) of this Article, the carrier shall not be entitled to avail himself of the provisions of Article 22.

Textual Amendments
F11 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments

F11 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F12]SECTION 2

—BAGGAGE CHECK

Textual Amendments

F12 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F13]ARTICLE 4

Textual Amendments

F13 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F14](1) In respect of the carriage of registered baggage, a baggage check shall be delivered, which, unless combined with or incorporated in a passenger ticket which complies with the provisions of Article 3, paragraph (1), shall contain:

(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 High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;

(c) a notice to the effect that, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers in respect of loss or damage to baggage.

(2) The baggage check shall constitute*prima facie* evidence of the registration of the baggage and of the conditions of the contract of carriage. The absence, irregularity or loss of the baggage check does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject to the rules of this Convention. Nevertheless, if the carrier takes charge of the baggage without a baggage check having been delivered or if the baggage check (unless combined with or incorporated in the passenger ticket which complies with the provisions of Article 3, paragraph (1)(c)) does not include the notice required by paragraph (1)(c) of this Article, he shall not be entitled to avail himself of the provisions of Article 22, paragraph (2).

Textual Amendments

F14 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F14 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F15]SECTION 3

—DOCUMENTATION RELATING TO CARGO

Textual Amendments
F15 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F16]ARTICLE 5

Textual Amendments
F16 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F17](1) In respect of the carriage of cargo an air waybill shall be delivered.

(2) Any other means which would preserve a record of the carriage to be performed may, with the consent of the consignor, 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 receipt for the cargo permitting identification of the consignment and access to the information contained in the record preserved by such other means.

(3) The impossibility of using, at points of transit and destination, the other means which would preserve a record of the carriage referred to in paragraph (2) of this Article does not entitle the carrier to refuse to accept the cargo for carriage.

Textual Amendments
F17 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F17 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F18]ARTICLE 6

Textual Amendments
F18 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F19](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 the carrier. The third part shall be signed by the carrier and handed by him 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, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

Textual Amendments

F19 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments

F19 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F20]ARTICLE 7

Textual Amendments

F20 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F21]Where there is more than one package:

(a) the carrier of the 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 receipts when the other means referred to in paragraph (2) of Article 5 are used.

Textual Amendments

F21 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments

F21 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F22]ARTICLE 8

Textual Amendments

F22 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F23]The air waybill and receipt for the cargo shall contain:

(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 High Contracting 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.

Textual Amendments

F23 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments

F23 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F24]ARTICLE 9

Textual Amendments

F24 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F25]Non-compliance with the provisions of Articles 5 to 8 shall not affect the existence or the validity of the contract of carriage, which shall, none the less, be subject to the rules of this Convention including those relating to limitation of liability.

Textual Amendments

F25 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments

F25 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F26]ARTICLE 10

Textual Amendments

F26 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F27](1) The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by him or on his behalf in the air waybill or furnished by him or on his behalf to the carrier for insertion in the receipt for the cargo or for insertion in the record preserved by the other means referred to in paragraph (2) of Article 5.

(2) The consignor shall indemnify the carrier against all damage suffered by him, 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 his 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 him, 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 his behalf in the receipt for the cargo or in the record preserved by the other means referred to in paragraph (2) of Article 5.

Textual Amendments
F27 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F27 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F28]ARTICLE 11

Textual Amendments
F28 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F29](1) The air waybill or the receipt for the cargo 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 receipt for the cargo 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 to have been, checked by him in the presence of the consignor, or relate to the apparent condition of the cargo.

Textual Amendments
F29 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F29 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F30]ARTICLE 12

Textual Amendments
F30 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F31](1) Subject to his liability to carry out all his 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. He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.

(2) If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.

(3) If the carrier obeys the orders of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill or the receipt for the cargo delivered to the latter, he will be liable, without prejudice to his 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 receipt for the cargo.

(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 if he cannot be communicated with, the consignor resumes his right of disposition.

Textual Amendments
F31 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F31 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F32]ARTICLE 13

Textual Amendments
F32 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F33](1) Except when the consignor has exercised his right under Article 12, the consignee is entitled, on the arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to him, 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.

Textual Amendments
F33 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F33 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F34]ARTICLE 14

Textual Amendments
F34 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F35]The consignor and the consignee can respectively enforce all the rights given them by Articles 12 and 13, each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract of carriage.

Textual Amendments
F35 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F35 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F36]ARTICLE 15

Textual Amendments
F36 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F37](1) Articles 12, 13 and 14 do not affect 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 receipt for the cargo.

Textual Amendments

F37 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments

F37 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F38]ARTICLE 16

Textual Amendments

F38 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F39](1) The consignor must furnish such information and such documents as are necessary to meet the formalities of customs, octroi or police 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, his servants or agents.

(2) The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

Textual Amendments

F39 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments

F39 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F40]CHAPTER III

LIABILITY OF THE CARRIER

Textual Amendments

F40 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F41]ARTICLE 17

Textual Amendments
F41 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F42]The carrier is liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

Textual Amendments
F42 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F42 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F43]ARTICLE 18

Textual Amendments
F43 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F44](1) The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, any registered baggage, if the occurrence which caused the damage so sustained took place during the carriage by air.

(2) 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 occurrence which caused the damage so sustained took place during the carriage by air.

(3) However, the carrier is not liable if he proves that the destruction, loss of, or damage to, the cargo resulted solely from one or more of the following:
- (a) inherent defect, quality or vice of that cargo;
- (b) defective packing of that cargo performed by a person other than the carrier or his servants or agents;
- (c) an act of war or an armed conflict;
- (d) an act of a public authority carried out in connection with the entry, exit or transit of the cargo.

(4) The carriage by air within the meaning of the preceding paragraphs of this Article comprises the period during which the baggage or cargo is in the charge of the carrier, whether in an airport or on board an aircraft, or, in the case of a landing outside an airport, in any place whatsoever.

(5) The period of the carriage by air does not extend to any carriage by land, by sea or by river 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 transhipment, 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.

Textual Amendments
F44 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F44 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F45]ARTICLE 19

Textual Amendments
F45 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F46]The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo.

Textual Amendments
F46 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F46 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F47]ARTICLE 20

Textual Amendments
F47 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F48]In the case of passengers and baggage, and in the case of damage occasioned by delay in the carriage of cargo, the carrier shall not be liable if he proves that he and his servants and agents have taken all necessary measures to avoid the damage or that it was impossible for them to take such measures.

Textual Amendments
F48 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F48 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F49]ARTICLE 21

Textual Amendments
F49 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F50](1) In the carriage of passengers and baggage, if the carrier proves that the damage was caused by or contributed to by the negligence of the person suffering the damage the Court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

(2) In the carriage of cargo, if the carrier proves that the damage was caused by or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he derives his rights, the carrier shall be wholly or partly exonerated from his liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

Textual Amendments
F50 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F50 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F51]ARTICLE 22

Textual Amendments
F51 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F52](1) In the carriage of persons the liability of the carrier for each passenger is limited to the sum of 16,600 Special Drawing Rights. Where, in accordance with the law of the court seised of the case, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed this limit. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

(2) (a) In the carriage of registered baggage, the liability of the carrier is limited to a sum of 17 Special Drawing Rights per kilogramme, unless the passenger or consignor has made, at the same time when the package was handed over to the carrier, a special declaration or 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 he proves that that sum is greater than the passenger's or the consignor's actual interest in delivery at destination.

(b) In the carriage of cargo, the liability of the carrier is limited to a sum of 17 Special Drawing Rights per kilogramme, unless the consignor has made, at the same 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 he proves that that sum is greater than the consignor's actual interest in delivery at destination.

(c) In the case of loss, damage or delay of part of registered baggage or 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 loss, damage or delay of a part of the registered baggage or cargo, or of an object contained therein, affects the value of other packages covered by the same baggage check or the same air waybill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

(3) As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 332 Special Drawing Rights per passenger.

(4) The limits prescribed 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. 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.

(5) The sums mentioned in terms of the Special Drawing Right in this Article 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 judgment.

(6) The value of a national currency, in terms of the Special Drawing Right, of a High Contracting 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 judgment for its operations and transactions. The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is not a Member of the International Monetary Fund, shall be calculated in a manner determined by that High Contracting Party. 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 (2)(b) of Article 22 may, at the time of ratification or accession or at any time thereafter, declare that the limit of liability of the carrier in judicial proceedings in their territories is fixed at a sum of two hundred and fifty monetary units per kilogramme. This monetary unit corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. This sum may be converted into the national currency concerned in round figures. The conversion of this sum into national currency shall be made according to the law of the State concerned.

Textual Amendments
F52 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F52 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F53]ARTICLE 23

Textual Amendments
F53 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F54](1) Any provision tending to relieve the carrier of liability or to fix a lower limit than that 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.

(2) Paragraph (1) of this Article shall not apply to provisions governing loss or damage resulting from the inherent defect, quality or vice of the cargo carried.

Textual Amendments
F54 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F54 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F55]ARTICLE 24

Textual Amendments
F55 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F56](1) In the carriage of passengers and baggage, any action for damages, however founded, can only be brought subject to the conditions and limits 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.

(2) In the carriage of 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 limits of liability 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. Such limits of liability constitute maximum limits and may not be exceeded whatever the circumstances which give rise to the liability.

Textual Amendments
F56 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F56 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F57]ARTICLE 25

Textual Amendments
F57 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F58]In the carriage of passengers and baggage, the limits of liability specified in Article 22 shall not apply if it is proved that the damage resulted from an act or omission of the carrier, his 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 he was acting within the scope of his employment.

Textual Amendments
F58 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F58 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F59]ARTICLE 25A

Textual Amendments
F59 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F60](1) If an action is brought against a servant or agent of the carrier arising out of damage to which this Convention relates, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the limits of liability which that carrier himself is able to invoke under Article 22.

(2) The aggregate of the amounts recoverable from the carrier, his servants or agents, in that case, shall not exceed the said limits.

(3) In the carriage of passengers and baggage, 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.

Textual Amendments
F60 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F60 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F61]ARTICLE 26

Textual Amendments
F61 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F62](1) Receipt by the person entitled to delivery of baggage or cargo without complaint is*prima facie* evidence that the same have been delivered in good condition and in accordance with the document of carriage.

(2) In the case of damage, the person entitled to delivery must 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 baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo has been placed at his disposal.

(3) Every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid.

(4) Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

Textual Amendments
F62 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F62 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F63]ARTICLE 27

Textual Amendments
F63 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F64]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 estate.

Textual Amendments
F64 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F64 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F65]ARTICLE 28

Textual Amendments
F65 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F66](1) An action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the court having jurisdiction where the carrier is ordinarily resident, or has his principal place of business, or has an establishment by which the contract has been made or before the court having jurisdiction at the place of destination.

(2) Questions of procedure shall be governed by the law of the court seised of the case.

Textual Amendments
F66 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F66 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F67]ARTICLE 29

Textual Amendments
F67 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F68](1) The right to damages shall be extinguished if an action is not brought within 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 the period of limitation shall be determined by the law of the court seised of the case.

Textual Amendments
F68 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F68 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F69]ARTICLE 30

Textual Amendments
F69 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F70](1) In the case of carriage to be performed by various succesive carriers and falling within the definition set out in the third paragraph of Article 1, each carrier who accepts passengers, baggage or cargo is subjected to the rules set out in this Convention, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.

(2) In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who 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 who 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.

Textual Amendments
F70 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F70 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F71]ARTICLE 30A

Textual Amendments
F71 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F72]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.

Textual Amendments
F72 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F72 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F73]CHAPTER IV

PROVISIONS RELATING TO COMBINED CARRIAGE

Textual Amendments
F73 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F74]ARTICLE 31

Textual Amendments
F74 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F75](1) In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Convention apply only to the carriage by air, provided that 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.

Textual Amendments
F75 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F75 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F76]CHAPTER V

GENERAL AND FINAL PROVISIONS

Textual Amendments
F76 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F77]ARTICLE 32

Textual Amendments
F77 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F78]Any clause contained in the contract 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. Nevertheless for the carriage of cargo arbitration clauses are allowed subject to this Convention, if the arbitration is to take place within one of the jurisdictions referred to in the first paragraph of Article 28.

Textual Amendments
F78 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F78 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F79]ARTICLE 33

Textual Amendments
F79 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F80]Except as provided in paragraph (3) of Article 5, nothing in this Convention shall prevent the carrier either from refusing to enter into any contract of carriage or from making regulations which do not conflict with the provisions of this Convention.

Textual Amendments
F80 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F80 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F81]ARTICLE 34

Textual Amendments
F81 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F82]The provisions of Articles 3 to 8 inclusive relating to documents of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of an air carrier's business.

Textual Amendments
F82 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F82 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F83]ARTICLE 35

Textual Amendments
F83 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F84]The expression "days" when used in this Convention means current days not working days.

Textual Amendments
F84 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F84 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F85]ARTICLE 36

Textual Amendments
F85 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F86]The Convention is drawn up in French in a single copy which shall remain deposited in the archives of the Ministry of Foreign Affairs of Poland and of which one duly certified copy shall be sent by the Polish Government to the Government of each of the High Contracting Parties.

Textual Amendments
F86 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F86 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F87]ARTICLE 40A

Textual Amendments
F87 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F88](1) [*This paragraph is not reproduced. It defines "High Contracting Part"y*.]

(2) For the purposes of the Convention the word*territory* means not only the metropolitan territory of a State but also all other territories for the foreign relations of which that state is responsible.

Textual Amendments
F88 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments
F88 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

[F89][*Articles 37, 38, 39, 40 and 41 and the concluding words of the Convention are not reproduced. They deal with the coming into force of the Convention*.]**]**

Textual Amendments
F89 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Textual Amendments

F89 Sch. 1A inserted (21.5.1999) by S.I. 1999/1312, art. 2(6), **Sch.**

Changes to legislation:
There are currently no known outstanding effects for the Carriage by Air Act 1961, PART 1.