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THE CIVIL AVIATION ACT,
(CAP. 80)

REGULATIONS

(Made under section 4)

THE CIVIL AVIATION (CARRIAGE BY AIR) REGULATIONS, 2024

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THE CIVIL AVIATION ACT,
(CAP. 80)

REGULATIONS

(Made under section 4)

THE CIVIL AVIATION (CARRIAGE BY AIR) REGULATIONS, 2024

PART I
PRELIMINARY PROVISIONS

- Citation 1. These Regulations may be cited as the Civil Aviation (Carriage by Air) Regulations, 2024.
- Application 2.-(1) These Regulations shall apply-
- (a) in respect of giving effect to the Convention for the Unification of Certain Rules for International Carriage by Air, 1999; and
 - (b) to domestic carriage of persons, baggage or cargo performed by aircraft operating within the United Republic for-
 - (i) reward; and
 - (ii) gratuitous carriage performed by air transport undertaking to passengers having tickets issued under a frequent flyer programme or other commercial programme by air carrier or tour operator.
- (2) These Regulations shall not apply to-
- (a) passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public; or
 - (b) the carriage of postal items.
- (3) For the purpose of this regulation, carriage to be performed by several successive carriers shall be deemed 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 of 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.

Interpretation

3. In these Regulations, unless the context requires otherwise-

“air carrier” means an air transport undertaking with a valid operating licence that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger;

“Authority” means the Tanzania Civil Aviation Authority established under section 29 of the Act;

“baggage” means both checked baggage and unchecked baggage, unless otherwise specified;

“cancellation” means the non-operation of a flight which was previously planned and on which at least one place was reserved;

“days” means calendar days, not working days;

“denied boarding” means a refusal to carry passengers on a flight, although they have presented themselves for boarding and have a valid ticket and reservation, except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;

“extraordinary circumstances” means a situation beyond air carriers control and may be-

(a) bad weather;

(b) an air sector strikes;

(c) political circumstances;

(d) natural disasters;

(e) bird strike;

(f) an unruly or ill passenger; or

(g) any delay caused by the airport operations;

“international carriage” means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the United Republic and the territory of another State Party, or

within the United Republic if there is an agreed stopping place within the territory of another State, even if that State is not a State Party except that it does not include carriage between two points within the United Republic without an agreed stopping place within the territory of another State;

“person with reduced mobility” means any person whose mobility is reduced when using transport because of any physical disability, sensory or locomotory, permanent or temporary, intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all passengers;

“State parties” means the State parties to the Convention for the Unification of Certain Rules for International Carriage by Air, 1999; and

“volunteer” means a person who has presented himself for boarding and responds positively to the air carrier's call for passengers prepared to surrender their reservation in exchange for benefits.

PART II

DOCUMENTATION AND DUTIES OF THE PARTIES RELATING TO THE CARRIAGE OF PASSENGERS, BAGGAGE AND CARGO

Passengers
and baggage

4.-(1) In respect of carriage of passengers, an individual or collective document of carriage shall be delivered containing-

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

(2) Any other means which preserves the information indicated in subregulation (1) may be substituted for the delivery of the document referred to in that subregulation.

(3) Where any such other means mentioned in subregulation (2) is used, the carrier shall offer to deliver to the passenger a written statement of the information so preserved.

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

(5) The passenger shall be given written notice to the effect that these Regulations may limit the liability of carriers in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay.

(6) Non-compliance with the provisions of the foregoing subregulations (1) to (5) shall not affect the existence or the validity of the contract of carriage, which shall, nonetheless, be subject to the provision of these Regulations including those relating to limitation of liability.

Cargo

5.-(1) In respect of the carriage of cargo, an air waybill shall be delivered.

(2) Any other means which preserves a record of the carriage to be performed may be substituted for the delivery of an air waybill.

(3) Where such other means mentioned in subregulation (2) are used, the carrier shall, if so, requested by the consignor, deliver to the consignor a cargo receipt permitting identification of the consignment and access to the information contained in the record preserved by such other means.

Contents of
air waybill or
cargo receipt

6. An air waybill or the cargo receipt shall include-
- (a) an indication of the places of departure and destination;
 - (b) where the places of departure and destination are within the United Republic, 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.

Document relating to nature of cargo

7.-(1) The consignor may be required, where necessary, to meet the formalities of customs, police and other relevant public authorities to deliver a document indicating the nature of the cargo.

(2) This regulation shall not create duty, obligation or liability to an air carrier.

Description of air waybill

8.-(1) An air waybill shall be made out by the consignor in the following three original parts-

(a) the first part shall be marked "for the carrier" and signed by the consignor;

(b) the second part shall be marked "for the consignee" and signed by the consignor and by the carrier; and

(c) the third part shall be signed by the carrier who shall hand it to the consignor after the cargo has been accepted.

(2) The signature of the carrier and that of the consignor may be printed or stamped.

(3) Where, at the request of the consignor, the carrier makes out the air waybill, the carrier shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

Documentation for multiple packages

9. Where there is more than one package-

(a) the carrier of cargo has the right to require the consignor to make out separate air waybills;

(b) the consignor has the right to require the carrier to deliver separate cargo receipts when the other means referred to in subregulations (2) and (3) of regulation 5 are used.

Non-compliance with documentary requirements

10. Non-compliance with the provisions of regulations 5 to 9 shall not affect the existence or the validity of the contract of carriage, which shall, nonetheless, be subject to the provisions of these Regulations including those relating to limitation of liability.

Responsibility for particulars of

11.-(1) The consignor is responsible for the correctness of the particulars and statements relating to the

documentation
n cargo inserted by it or on its behalf in the air waybill or furnished by it or on its behalf to the carrier for insertion in the cargo receipt or for insertion in the record preserved by the other means referred to in subregulations (2) and (3) of regulation 5.

(2) The foregoing shall also apply where the person acting on behalf of the consignor is also the agent of the carrier.

(3) 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 its behalf.

(4) Subject to the provisions of subregulations (1) and (2), 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 its behalf in the cargo receipt or in the record preserved by the other means referred to in subregulation (2) and (3) of regulation 5.

Evidentiary
value of
documentation
n 12.-(1) The air waybill or the cargo receipt is *prima facie* evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.

(2) Any statement in the air waybill or the cargo receipt relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are *prima facie* evidence of the facts stated; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill or the cargo receipt to have been, checked by it in the presence of the consignor, or relate to the apparent condition of the cargo.

Right of
disposition of
cargo 13.-(1) Subject to its liability to carry out all its obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the airport of departure or destination, or by stopping it in the

course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated, or by requiring it to be returned to the airport of departure.

(2) The consignor must not exercise the right of disposition in subregulation (1) of this regulation in such a way as to prejudice the carrier or other consignors and must reimburse any expenses occasioned by the exercise of this right.

(3) Where it is impossible to carry out the instructions of the consignor, the carrier must so inform the consignor forthwith.

(4) Where the carrier carries out the instructions of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill or the cargo receipt delivered to the latter, the carrier shall be liable, without prejudice to its right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill or the cargo receipt.

(5) The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with regulation 14:

Provided that, if the consignee declines to accept the cargo, or cannot be communicated with, the consignor resumes its right of disposition.

Delivery of
cargo

14.-(1) Except when the consignor has exercised its right under regulation 12, the consignee is entitled, on arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to it, on payment of the charges due and on complying with the conditions of carriage.

(2) Unless otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the cargo arrives.

(3) Where 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 under the contract of carriage.

Enforcement of rights of consignor and consignee

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

Relations of consignor and consignee or mutual relations of third parties

16.-(1) The provisions of regulations 12, 13 and 14 shall not affect either the relations of the consignor and the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

(2) The provisions of regulations 12, 13 and 14 shall only be varied by express provision in the air waybill or the cargo receipt.

Formalities of customs, police or other public authorities

17.-(1) The consignor shall furnish such information and such documents as are necessary to meet the formalities of customs, police and any other public authorities before the cargo is delivered to the consignee.

(2) The consignor shall be liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, its servants or agents.

(3) The carrier shall be under no obligation to enquire into the correctness or sufficiency of such information or documents.

PART III LIABILITY OF THE CARRIER AND EXTENT OF COMPENSATION FOR DAMAGE

Death and injury of passengers - damage to baggage

18.-(1) The carrier shall be liable for damage sustained in the case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

(2) The carrier shall be liable for damage sustained in the case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier.

(3) The carrier shall not be liable where the damage resulted from the inherent defect, quality or vice of the baggage.

(4) In the case of unchecked baggage, including personal items, the carrier shall be liable if the damage resulted from his fault or that of his servants or agents.

(5) Where the carrier admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of twenty-one days after the date on which it ought to have arrived, the passenger shall be entitled to enforce against the carrier the rights under the contract of carriage.

(6) Subject to subregulation (5), the carrier shall be responsible for the well being of the passenger in relation to the missing baggage for the period upon which the passenger is waiting for the missing baggage.

Damage to
cargo

19.-(1) The carrier shall be liable for damage sustained in the event of the destruction or loss of or damage to, cargo upon condition only that the event which caused the damage so sustained took place during the carriage by air.

(2) The carrier shall not be liable if he proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:

- (a) inherent defect, quality or vice of that cargo;
- (b) defective packing of that cargo performed by a person other than the carrier or his servants or agents;
- (c) force majeure; or
- (d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.

(3) The carriage by air within the meaning of subregulation (1) comprises the period during which the cargo is in the charge of the carrier.

(4) The period of the carriage by air does not extend to any carriage by land, sea or inland waterway performed outside an airport:

Provided that, where such carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

(5) Where a carrier, without the consent of the consignor, substitutes carriage by another mode of transport for the whole or part of a carriage intended by the agreement between the parties to be carried by air, such carriage by another mode of transport shall be deemed to be within the period of carriage by air.

Delay

20.-(1) The carrier shall be liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo.

(2) Subject to subregulation (1), the carrier shall not be liable for damage occasioned by delay upon proof that he, his servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

Cancellation

21.-(1) In the case of cancellation of a flight, the passengers concerned shall-

- (a) be offered assistance by the air carrier in accordance with regulation 25;
- (b) be offered an assistance specified in regulations 24 and 25, in event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight; and
- (c) have the right to compensation by the air carrier upon proof of loss or damages by a passenger, unless they are informed of the cancellation at

least four hours before the scheduled time of departure.

(2) Where passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.

(3) An air carrier shall not be obliged to pay compensation where there is proof that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

(4) The burden of proof concerning the questions as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating air carrier.

Denied
boarding

22.-(1) Where an air carrier reasonably expects to deny boarding on a flight shall first call for volunteers to surrender their reservations in exchange for benefits under conditions to be agreed between the passenger concerned and the air carrier.

(2) Volunteers shall be assisted in accordance with regulation 25, such assistance being additional to the benefits mentioned in this regulation.

(3) Where an insufficient number of volunteers comes forward to allow the remaining passengers with reservations to board the flight, the air carrier may then deny boarding to passengers against their will.

(4) Where boarding is denied to the passenger against his will, the air carrier shall-

- (a) assist him in accordance with regulations 24 or 25; and
- (b) compensate upon proof of loss or damages by a passenger.

Refusal of
carriage

23.-(1) The carrier may refuse carriage of any passenger or his baggage, if, in the exercise of its discretion, the carrier determines that-

- (a) such action is necessary for safety or security reasons;
- (b) such action is necessary in order to prevent infringement of any applicable laws in which

- there shall be the airport of departure, a stopover or the airport of destination or over which the aircraft shall fly;
- (c) the conduct, age, mental or physical state of the passenger is such that-
 - (i) it requires special assistance of the carrier;
 - (ii) evidently violates principles of good conduct, in a manner which may raise serious objections of other passengers; or
 - (iii) possesses a threat to himself, other passengers or someone else's property;
 - (d) the passenger does not comply with the carrier's instructions or orders, especially those concerning the safety and order on board;
 - (e) the passenger has refused to submit to a security check carried out by the airport security personnel supervising the safety of flights;
 - (f) the applicable fares or any charges or taxes payable have not been paid or credit arrangements between carrier and the passenger or the person paying for the ticket have not been completed;
 - (g) the passenger does not have required documents or refuses to produce, at the carrier's request, appropriate documentation;
 - (h) the passenger has destroyed his required documents or has refused to surrender his travel documents to the carrier's personnel against receipt for the period of the journey if this is required by relevant authorities;
 - (i) the passenger has been refused entry into the country in which there is the airport of departure or the airport of destination or through which the flight takes place;
 - (j) the ticket presented by the passenger-
 - (i) was acquired unlawfully or has been purchased from any entity other than the issuing carrier or its authorised agent;
 - (ii) has been reported as lost or stolen;

- (iii) is a counterfeit ticket; or
 - (iv) contains a flight coupon or an electronic coupon which has been altered by anyone other than the carrier or its authorised agent, or any of the coupons has been damaged;
 - (k) the person presenting the ticket cannot prove that he is the person named in the ticket; or
 - (l) the passenger committed misconduct violating applicable laws relating to air transport safety or security, or evidently offended good customs morality on previous flight segments during one journey, and the carrier has reasonable grounds to believe that such misconduct, due to the passenger's condition, may repeat during the remaining segments of the flight.
- (2) The carrier reserves the right to retain his ticket in the cases mentioned in paragraphs (k) and (l) of subregulation (1).

Right to reimbursement or re-routing

24. In the case of cancellation, delay or denied boarding, passenger shall be offered-

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

Right to care

25.-(1) In the case of a flight delay, cancellation or denied boarding, passengers shall be offered free of charge-

- (a) meals and refreshments in relation to the waiting time;
- (b) hotel accommodation in the cases where a stay of one or more nights becomes necessary, or where a stay additional to that intended by the passenger becomes necessary; or
- (c) transport between the airport and place of accommodation.

(2) Subject to subregulation (1), the air carrier shall pay particular attention to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied children.

Upgrading
and
downgrading

26. Where an air carrier places a passenger in a class-
- (a) higher than that for which the ticket was purchased, he shall not request any supplementary payment; or
 - (b) lower than that for which the ticket was purchased, he shall reimburse the difference.

Persons with
reduced
mobility or
special needs

27.-(1) An air carrier shall give priority to carrying person with reduced mobility and any persons or certified service dogs accompanying them or unaccompanied children by taking into account-

- (a) reflection of principle of proportionality; and
- (b) consideration of the massive impact of flight disruptions.

(2) In the case of denied boarding, cancellation or delays, a person with reduced mobility and any person accompanying him or unaccompanied children, shall have the right to care in accordance with regulation 25.

Exoneration

28.-(1) Where the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

(2) Where, by reason of death or injury of a passenger, compensation is claimed by a person other than the passenger, the carrier shall be wholly or partly exonerated from his liability to the extent that he proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that passenger.

Compensation on death or injury of passengers

29.-(1) The carrier shall not exclude or limit his liability for damages arising under subregulation (2) of regulation 18 to the extent that not exceeding the equivalent in Tanzanian shillings of Special Drawing Rights 100,000 for each passenger.

(2) The carrier shall not be liable for damages arising under subregulation (1) of regulation 18 to the extent that they exceed for each passenger the equivalent in Tanzanian shillings of Special Drawing Rights 100,000 if the carrier proves that-

- (a) such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
- (b) such damage was solely due to the negligence or other wrongful act or omission of a third party.

Limits of liability in relation to delay

30. In the case of damage caused by delay as specified in regulation 20 in the carriage of persons, the liability of the carrier for each passenger is limited to the equivalent in Tanzanian shillings of Special Drawing Rights 4,150.

Limits of liability in relation to baggage

31.-(1) In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to the equivalent in Tanzanian shillings of Special Drawing Rights 1,000 for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires.

(2) In the case of the situation in subregulation (1), the carrier shall be liable to pay a sum not exceeding the

declared sum, unless the carrier proves that the sum is greater than the passenger's actual interest in delivery at destination.

Conduct
barring
limitation

32. The provisions of regulations 30 and 31 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 such servant or agent was acting within the scope of his employment.

Limits of
liability in
relation to
cargo

33.-(1) In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or delay is limited to a sum of the equivalent in Tanzanian shillings of Special Drawing Rights 17 per kilogram, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires whereby the carrier shall be liable to pay a sum not exceeding the declared sum, unless the carrier proves that the sum is greater than the consignor's actual interest in delivery at destination.

(2) In the case of destruction, loss, damage or delay of part of the cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned.

(3) Where the destruction, loss, damage or delay of a part of the cargo, or of an object contained therein, affects the value of other packages covered by the same air waybill, or the same receipt or, if they were not issued, by the same record preserved by the other means referred to in regulation 5, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

(4) The limits prescribed in this regulation and regulations 29, 30 and 31 shall not prevent the court from awarding, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff, including interest.

(5) The preceding 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.

Stipulation
on limits

34. A carrier may stipulate that the contract of carriage shall be subject to higher limits of liability than those prescribed in these Regulations or to no limits of liability whatsoever.

Invalidity of
contractual
provisions

35. Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is prescribed in these Regulations 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 these Regulations.

Freedom to
contract

36. These Regulations shall not prevent the carrier from refusing to enter into any contract of carriage, from waiving any defences available under these Regulations, or from laying down conditions, which do not conflict with the provisions of these Regulations.

Advance
payments

37. In the case of aircraft accidents resulting in death or injury of passengers, the carrier shall, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make advance payments as may be required, without delay, to a natural person or persons who are entitled to claim compensation in order to meet the immediate economic needs of such persons:

Provided that, such advance payments shall not constitute recognition of liability and may be offset against any amounts subsequently paid as damages by the carrier.

Basis of
claims

38. In the carriage of passengers, baggage and cargo, any action for damages, however founded, whether under

these Regulations or in contract or in tort or otherwise, may only be brought subject to the conditions and such limits of liability as are set out in these Regulations without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights:

Provided that, in any such action, punitive, exemplary or any other non-compensatory damages shall not be recoverable.

Servants,
agents -
aggregation
of claims

39.-(1) Where an action is brought against a servant or agent of the carrier arising out of damage to which these Regulations relates, such servant or agent, if they prove that they acted within the scope of their employment, shall be entitled to avail themselves of the conditions and limits of liability which the carrier himself is entitled to invoke under these Regulations.

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

(3) Save as provided for in these Regulations, in respect of the carriage of cargo, the provisions of subregulations (1) and (2) 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.

Timely
notice of
complaints

40.-(1) Receipt by the person entitled to delivery of checked baggage or cargo without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the document of carriage or with the record preserved by the other means referred to in regulation 4.

(2) In the case of damage, the person entitled to delivery of checked baggage or cargo shall complain in writing to the carrier forthwith after the discovery of the damage within seven days from the date of receipt of checked baggage and fourteen days from the date of receipt of cargo, as the case may be.

(3) In the case of delay, the complaint shall be made in writing within twenty-one days from the date on which the baggage or cargo have been placed at his disposal.

(4) Where no complaint is made within the time prescribed in subregulations (2) and (3), no action shall lie against the carrier, save in the case of fraud on its Part.

Jurisdiction

41.-(1) An action for damages may be brought, at the option of the plaintiff, in the territory of one of the States parties, either-

- (a) before the court of the domicile of the carrier;
- (b) before the court of principal place of business of the carrier; or
- (c) where the carrier has a place of business through which the contract has been made.

(2) In respect of damage resulting from the death or injury of a passenger, an action may be brought:

- (a) before one of the courts mentioned in subregulation (1);
- (b) in the territory of a State party in which at the time of the accident the passenger has his principal and permanent residence;
- (c) in the territory of a State Party to or from which the carrier operates services for the carriage of passengers by air, either on its own aircraft or on another carrier's aircraft pursuant to a commercial agreement; or
- (d) in the territory of a State Party in which that carrier conducts its business of carriage of passengers by air from premises leased or owned by the carrier itself or by another carrier with which it has a commercial agreement.

(3) For purposes of subregulation (2)-

- (a) "commercial agreement" means an agreement, other than an agency agreement, made between carriers and relating to the provision of their joint services for carriage of passengers by air; and
- (b) "principal and permanent residence" means the one fixed and permanent abode of the passenger at the time of the accident:

Provided that, the nationality of the passenger shall not be the determining factor in this regard.

Arbitration

42. The parties to the contract of carriage for cargo may stipulate, in writing, that any dispute relating to the liability of the carrier under these Regulations shall be settled by arbitration.

Limitation of actions

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

Liability of successive carriers

44.-(1) In the case of successive carrier, , the passenger or any person entitled to compensation in respect of the carrier 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.

(2) As regards baggage or cargo, the passenger or consignor shall have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery shall 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 and these carriers shall be jointly and severally liable to the passenger or to the consignor or consignee.

Right of recourse against third parties

45. These Regulations shall not prejudice the question whether a person liable for damage in accordance with its provisions has a right of recourse against any other person.

PART IV
COMBINED CARRIAGE

Combined carriage

46.-(1) In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of these Regulations shall, subject to regulation 19, apply only to the carriage by air.

(2) These Regulations shall not 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 these Regulations are observed as regards the carriage by air.

PART V
CARRIAGE BY AIR PERFORMED BY A PERSON OTHER THAN
THE CONTRACTING CARRIER

Application

47.-(1) This Part shall apply to carriage by air performed by contracting carrier and actual carrier.

(2) For the purpose of this Part-
“contracting carrier” means a principal who makes a contract of carriage governed by these Regulations with a passenger or consignor or with a person acting on behalf of the passenger or consignor, and another person; and

“actual carrier” means a carrier who performs, by virtue of authority from the contracting carrier, the whole or part of the carriage, but is not with respect to such part a successive carrier within the meaning of these Regulations; provided that, such authority shall be presumed in the absence of proof to the contrary.

Respective liability of contracting and actual carriers

48. Where an actual carrier performs the whole or part of carriage which, according to the contract governed by these Regulations, both the contracting carrier and the actual carrier shall, except as otherwise provided in this Part, be subject to the provisions of these Regulations, the former for the whole of the carriage contemplated in the contract, the latter solely for the carriage which he performs.

Mutual liability

49.-(1) The acts and omissions of the actual carrier and of his servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the contracting carrier.

(2) The acts and omissions of the contracting carrier and of his servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the actual carrier.

(3) A special agreement under which the contracting carrier assumes obligations not imposed by these Regulations or any waiver of rights or defences conferred by these Regulations or any special declaration of interest in delivery at destination contemplated in these Regulations shall not affect the actual carrier unless agreed to by him.

Addressee of complaints and instructions

50. Any complaint to be made or instruction to be given under these Regulations to the carrier shall have the same effect whether addressed to the contracting carrier or to the actual carrier:

Provided that, instructions referred to in regulation 13 shall only be effective if addressed to the contracting carrier.

Servants and agents

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

Aggregation of damages

52. In relation to the carriage performed by the actual carrier, the aggregate of the amounts recoverable from that carrier and the contracting carrier, and from their servants and agents acting within the scope of their employment, shall

not exceed the highest amount which could be awarded against either the contracting carrier or the actual carrier under these Regulations:

Provided that, none of the persons mentioned shall be liable for a sum in excess of the limit applicable to that person.

Addressee of claims

53. In relation to the carriage performed by the actual carrier, an action for damages may be brought, at the option of the plaintiff, against that carrier or the contracting carrier, or against both together or separately.

Additional jurisdiction

54. An action for damages contemplated in regulation 53 shall be brought, at the option of the plaintiff, in the territory of one of the States Parties either-

- (a) before a court in which an action may be brought against the contracting carrier, as provided in regulation 41; or
- (b) before the court having jurisdiction at the place where the actual carrier has its domicile or its principal place of business.

Invalidity of contractual provisions

55. Any contractual provision tending to relieve the contracting carrier or the actual carrier of liability under this Part or to fix a lower limit than that which is applicable according to this Part 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 Part.

Mutual relations of contracting and actual carriers

56. Save as provided in regulation 53, this Part shall not affect the rights and obligations of the carriers between themselves, including any right of recourse or indemnification.

PART VI
GENERAL PROVISIONS

- Conditions of carriage
- 57.-(1) An air carrier shall establish conditions of carriage and submit them to the Authority for approval prior to being into effect.
- (2) The conditions referred to in subregulation (1) shall be made available to passengers before purchase of tickets or the passengers shall be made aware on their availability at the point of purchase of tickets.
- (3) A passenger ticket shall contain the following:
- (a) the place and date of issue;
 - (b) place of departure and destination;
 - (c) agreed stopping places;
 - (d) name and address of the carrier;
 - (e) air ticket fare
 - (f) a statement that the carriage is subject to the rules relating to liability established by these Regulations; and
 - (g) conditions of carriage.
- Access of information by passengers
58. Air carriers shall establish mechanisms for passengers to access information before travel as provided for in the Schedule.
- Complaints handling
GN. No.
10 of 2010
59. A passenger aggrieved by act or omission of an air carrier may lodge a complaint to the Authority in accordance with the Civil Aviation (Procedures for Complaints Handling) Rules.
- Mandatory application
60. A clause contained in the contract of carriage and all special agreements entered into before the damage occurred by which the parties purport to infringe the regulations prescribed under these Regulations, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void.
- Insurance
- 61.-(1) A carrier shall maintain adequate insurance covering their liability under these Regulations.

(2) A carrier operating in the United Republic may be required to furnish evidence that it maintains adequate insurance covering its liability under these Regulations.

Carriage performed in extraordinary circumstances

62. The provisions of regulations 4, 5, 6, 8 and 9 relating to the documentation of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of a carrier's business.

Exemptions

63. The Authority may at any time exempt from application of these Regulations:

- (a) an international or domestic carriage by air performed and operated directly by the United Republic for non-commercial purposes in respect to his functions and duties as a sovereign State; or
- (b) the carriage of persons, cargo and baggage for the military authorities of the United Republic on aircraft registered in or leased by the United Republic, the whole capacity of which has been reserved by or on behalf of such authorities.

Review of limits of liability

64. Where any limit of liability prescribed under these Regulations has been revised by ICAO, the revised limits shall immediately come into effect.

Offences

65.-(1) A carrier who fails to include in his conditions of carriage the provisions contained in these Regulations as required of him commits an offence.

(2) A carrier who fails to ensure that-

- (a) the information required to be made available on request to passengers and consignors is so made available; or
- (b) his document of carriage or an equivalent contains the summary of the requirements in plain and intelligible language,

commits an offence unless he proves that the failure to do so occurred without his consent or connivance and that he exercised all due diligence to prevent the failure.

Penalties

66.-(1) A person who contravenes the provisions of these Regulations commits an offence and on conviction shall be liable to a fine of not less than the equivalent in Tanzanian shillings of United States dollars one thousand or to imprisonment for a term not less than twelve months or to both.

(2) Where an offence under these Regulations has been committed by a body corporate, and is proved to have been committed with the consent or connivance of or to be attributable to any neglect on the part of any director, manager, secretary or other similar officer of the body corporate, or any such person who was purporting to act in any such capacity, he, as well as the body corporate, shall be guilty of that offence and be liable to be proceeded against and punished accordingly unless he proves that the offence was committed without his consent or connivance or that he exercised all such diligence to prevent the commission of the offence as he ought to have exercised having regard to the nature of his functions in that capacity and to all circumstances.

(3) Where the affairs of a body corporate are managed by their members, subregulation (2) shall apply in relation to the acts and defaults of a member in connection with his functions of management as if he were a director of the body corporate.

Revocation
GN. No.
96 of 2008

67. The Civil Aviation (Carriage by Air) Regulations, 2008 are hereby revoked.

SCHEDULE

(Made under regulation 57)

Access of information to Passengers

1. Before the Travel Passengers should have access to clear and transparent information on the air transport product sought, including-
 - (a) assistance expected, for example, in case of service disruption;
 - (b) total price, including the applicable air fare, taxes, charges, surcharges and fees;
 - (c) general conditions applying to the fare;
 - (d) identity of the airline actually operating the flight, and advice on any change occurring after the purchase as soon as possible;
 - (e) information on choices among different price and service offerings, consumer education efforts to create or increase awareness of passenger's consumer rights and the available avenues for recourse should disputes arise;
 - (f) awareness by passengers of airline products available in the market, different airline policies and contractual rights.

2. During the travel-
 - (a) passengers should be kept regularly informed throughout their journey on any special circumstances affecting their flight, particularly in the event of service disruption;
 - (b) passengers should receive due attention in cases of service disruption including rerouting, refund, care and/or other compensation (where provided);
 - (c) persons with disabilities should, without derogating from aviation safety, have access to air transport in a non-discriminatory manner and to appropriate assistance;
 - (d) mechanisms should be planned in advance by all concerned stakeholders to ensure that passengers receive adequate attention and assistance in cases of massive disruptions.

3. Massive disruptions include situations resulting from circumstances:
 - (a) outside the operator's control;
 - (b) of a magnitude such that they result in multiple cancellations and/or delays;
 - (c) leading to a considerable number of passengers stranded at the airport.Examples of such circumstances, which result in large numbers of passengers being stranded away from their home, include:
 - (i) meteorological or natural phenomena of a large scale (hurricanes, volcanic eruptions, earthquakes, floods);
 - (ii) political instability;
 - (iii) similar events.

4. After the travel:
 - (a) efficient complaint handling procedures should be available;
 - (b) passengers should be clearly informed about such procedures.

Dodoma,
15th December, 2023

MAKAME M. MBARAWA,
Minister for Transport