

TERMS AND CONDITIONS FOR TRANSPORTATION OF PASSENGERS

1. **Definitions:**

The following words and expressions shall have the meaning assigned to each of them unless the context of the provision requires otherwise:

1. Carrier Oman National Transport Co. SAOC" MAWASLAT", including also any of its representatives or subordinates.
2. Means of Transport the means of transport owned and used by the Carrier in the activity of transportation of Passengers.
3. Tickets The bill of transportation issued by the Carrier in the form of a printed or electronic document, as proof of the transportation contract between the Carrier and the passenger which entitles the passenger to travel on one of the means of transportation owned by the carrier pursuant to these terms and conditions.
4. Ticket Holder the natural person in whose name the ticket is issued.
5. Passenger the natural person other than the driver or the members of the staff, who are inside the means of transport operated by the Carrier according to the ticket which entitles him/her to do so.
6. Luggage all the items and things carried by the passenger and contained in locked travel bags, the contents specifications, sizes and weights of which are not inconsistent with these terms and conditions, the traffic rules or the laws in force in any of the regions or countries through which the means of transport passes.
7. Point of Departure the place of departure or the name of the station from which the passenger is entitled to take the means of transport specified in the ticket for reaching the terminal point.
8. Terminal Point the place of arrival or the name of the station at which the right of the passenger to continue the travel on the means of transport expires.
9. Staff all the employees of the Carrier who are authorized to deal directly with the customers or passengers.
10. Trip the event that starts upon the passengers getting on the means of transport at the specified time. It starts from the point of departure and terminates at the terminal point.
11. Driver the carrier's employee who controls the steering of the means of transport carrying the passengers during the trip according to the schedule of the trip approved by the carrier.

12. Traffic Regulations all the regulations and laws that regulate the traffic, specifications and loads of means of transport within the region through which they pass.

2. **Obligations of the Carrier:**

The Carrier shall be obliged to do the following:

- 1) Operate the trips at the times specified in the tickets, unless the same is precluded by force majeure or circumstances occur under which the operation of trips becomes dangerous to lives or requires a change or delay of the specified times. The carrier shall not bear the responsibility resulting from non-physical or delayed arrival damages.
- 2) Transport the passenger and his luggage registered in the ticket to the terminal point, on the time specified in the ticket or at a reasonable time provided that his/her luggage shall not exceed the limit specified in the ticket. *
- 3) Inform the ticket holders at least before 24 hours of any change that occurs with respect to the departure of the trip or any expected change of the point of departure or the terminal point and permit them to change their booking if they wish to do so as per seats available with the carrier. *
- 4) In the event that the trip is not operating, the carrier shall return the service as agreed upon.
- 5) Guarantee the safety of the passenger during the trip from the time he/she gets on the means of transport until the end of the trip and he/she gets off the means of transport.
- 6) Pay compensation to the passenger for loss, total or partial destruction or shortage or occurrence of damage to the luggage registered in the ticket, during the trip, if the same is due to the fault of the carrier or its employees, on condition that the contents of the luggage are declared and its value is specified in the ticket provided that the compensation shall be made in accordance with the bases specified in Clause 4 of these terms and conditions. The carrier shall not be responsible for loss, total or partial loss, damage, shortage, or defect in the baggage that the passenger keeps with him/her. *
- 7) Immediately notify the passengers, when it becomes clear that unforeseen reasons beyond the carrier's control exist which require a change of the time of departure for a period of more or less than half an hour, and permit them in such case to amend their booking time if they wish providing seats are available with the carrier. The carrier shall also notify the passengers promptly if it becomes clear prior to the commencement of the trip that unforeseen reasons beyond the carrier's control exist which require the change of the route of the trip which will cause delay of the time specified for arrival, and permit them to amend their booking time if they wish providing seats are available with the carrier.
- 8) Notify the passengers promptly if it becomes clear prior to the commencement of the trip that unforeseen reasons beyond the carrier's control exist which require the change of the point of departure or the terminal point inside the town or region in which it is located, and permit them to amend their booking time if they wish providing seats are available with the carrier.

- 9) The carrier undertakes that the means of transport shall be in a good technical condition, road worthy and satisfy the following specifications:
- a. They must be air conditioned.
 - b. Seats must be undamaged, clean and suitable for sitting thereon.
 - c. There must be conspicuous places marked with the necessary equipment for first aid and fire extinguishers, and guiding signs for exit in the event of an emergency.
 - d. There must be places for putting the passengers' hand bag, with an average of one bag which is usually carried by hand, for each passenger. The bag should be of a reasonable size, not exceeding 45 cm in length, 35 cm in width and 17 cm for height. Its weight shall not exceed 7 kg. *
 - e. There must be places to put passenger bags at the rate of one bag per passenger with a reasonable size and weight not exceeding 23 kilograms, provided that the carrier may allow additional weight against additional fare in the categories in force with the carrier.
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- 10) Refund the fare of the ticket and the additional fare of the booking if the holder thereof wishes to cancel his/her booking before 24 hours of the time specified for commencement of the trip, if any. If the ticket holder fails to travel without notifying the carrier or observe such time, he/she shall not be entitled to a refund of the ticket fare or the additional fare, if any, unless failure to travel was due to death, illness or force majeure. If the passenger decides to discontinue the travel after it has been commenced, he/she shall not be entitled to a refund of the ticket fare or the additional fare, if any, or any portion the same.
- 11) Subject to Clause 11 above, the carrier shall be obliged to permit the change of the name of the ticket holder upon his/her request at any time before 24 hours of the time specified for commencement of the trip. *
- 12) The carrier shall not responsible for the passenger's loss of cash, securities, jewelry, or other valuables that fall under the responsibility and observation of the passenger.
- 13) Permit the ticket holder to change the trip upon his/ her request subject to the following conditions:
- a) The fare of the ticket for the new trip for which the change is requested must be same amount as the trip ticket intended to be exchanged. In the event of an increase, the ticket holder must pay the difference between the two fares, without prejudice to his/her right to cancel his/her booking, subject to clause 11 above.
 - b) The ticket is not be of the category of tickets advertised for in promotional offers or special occasions offers. If the ticket intended to be changed is of the category of tickets offered at reduced fares in a specific season, it shall not be exchanged except for a trip ticket of the same fare during that season and without prejudice to any other condition.

- c) The ticket must not be non-refundable or non-changeable tickets.
- 14) The carrier shall be obliged to put code or numbers on the passengers' luggage and give them the code or numbers indicative of the same, and is obliged to guarantee the delivery of the luggage to the owners thereof at the terminal point according to the code or numbers indicative thereof. In the event of the carrier's breach of such obligation and the loss of a bag as a consequence of such breach, the carrier shall be obliged to compensate the passenger for the value of the contents of the bag pursuant to clause 6 above. *
 - 15) The carrier shall be obliged to take the necessary arrangements for protecting the passengers' luggage until the same is delivered to the concerned persons in the event of his unconsciousness or death.
 - 16) The Carrier shall be obliged to keep the registered luggage of the passengers which remains uncollected for a period not exceeding 7 days. If the passenger fails to appear for receiving it since the date of arrival, the carrier shall be entitled to store it in any place as it may deem appropriate and reserve its right to claim the storage expenses from the passenger. The carrier shall also be entitled to retain such luggage as a security for payment of the due storage expenses. The carrier shall have preference for the price of such luggage and the procedures of execution against the things that are the subject of a commercial mortgage shall be followed in respect thereof. The carrier shall also be entitled to destroy such luggage or sell it by public auction after the lapse of 21 days from the date of its receipt and the ticket holder/passenger shall not be entitled to claim any compensation therefor.
 - 17) The driver shall exert utmost effort for taking the necessary action for saving the life of any passenger if there is a real danger for his/her life without the driver exposing himself to danger.
 - 18) The driver shall be entitled to stop during the trip at any safe place where the means of transport will not be endangered, for any serious unforeseen cause, upon the request of any passenger, provided that the period of any stop shall not exceed three minutes.

3. **Obligations of the Passenger:**

The passenger shall be obliged to do the following:

1. Present identity proof at the time of buying the ticket and before getting on the means of transport if he/she is requested to do so.
2. Ensure obtaining any document or visa required for entry in any land or region. The passenger's breach of such obligation will not preclude the driver's right to complete the trip to the terminal point without waiting for such passenger
3. Refrain from carrying any materials which are prohibited or illegal or the circulation or transportation of which is prohibited or which represent a hazard to the means of transport or the passengers.
4. Disclose the contents of his/her luggage or any material he/she carries in his/her travel bag or hand luggage or as a part of his/her belongings which could be among the materials referred to in paragraph No. (3) above. The carrier shall be entitled, after verification of the existence

of any of the aforementioned materials, to refuse to carry the same on the means of transport. The passenger bears full legal responsibility for his/ her baggage in violation of the laws in force in the Sultanate and the region through which the means of transportation transits.

5. Attend at the point of departure at least (30) thirty minutes prior to the time specified for departure.
6. Refrain from causing any noise inside the means of transport, annoy the other passengers or behave in such manner that might disturb the peace and tranquility of the other passengers. In case of violation of such obligation the driver may cause the traveler to get off the means of transport or seek the assistance of the concerned local authorities to enforce the same.
7. Not to carry more than one travel bag and one hand bag provided that the weight of the travel bag shall not exceed 23 kg and the weight of the hand bag shall not exceed 7 kg. If the passenger has more than one travel bag he shall pay the fare against the excess weight at the applicable rates of the carrier. *
8. Put the mobile phone and any electronic set in the silent position from the time he/she gets on the means of transport until leaving it, in order not to cause inconvenience to the other passengers.
9. Comply with all the instructions issued by the driver or anyone of the staff.
10. Step aside and give priority to the passengers of old age, women and those of special needs at the time of getting on or getting off the means of transport.
11. Get off the means of transport at the terminal point specified in the ticket or whenever he/she is requested to do so, in case of necessity, by the driver or anyone of the staff.
12. Take care of the children accompanying him/her and look after them to avoid their exposure to any injury or causing disturbance to the other passengers. He/ She shall be liable for any damages resulting from their acts.
13. Comply with all the laws and regulations in force in the region through which the means of transport passes.
14. Observe his/her personal cleanliness when getting on the means of transport and refrain from causing any smells which may annoy the passengers during the trip. In the event of his failure to observe the same, the driver may cause him to get off from the means of transport or seek the assistance of the concerned local authorities to enforce the same.
15. Take care of the equipment and seats of the means of transport and refrain from misusing them. If he/she violates such obligation the carrier shall be entitled to claim compensation from him/ her against the damages.
16. Carry his/her ticket at the time of getting on the means of transport, and in the case of an electronic ticket he/she must read the instructions provided therein at the time of buying it electronically in order to get acquainted with the method of presenting it at the time of getting on the means of transport.

17. Observe the necessity of a respectable and decent clothing.
 18. Absolutely refrain from smoking during being presented inside the means of transport or in the places allocated for the assembly of the passengers at the time of getting on the means of transport.
4. **Bases of Compensation:**
- 1) **As for the luggage registered on the ticket:** If the responsibility of the carrier for the loss, destruction, damage or shortage of the passenger's luggage is established, the compensation shall be according to the following:
 - a) on the basis of the value of the luggage if it is specified in the ticket and the carrier may prove the real value of the luggage.
 - b) On the basis of the real value of the luggage at the specified terminal point according to the prevailing market prices, if it is not specified in the ticket. In all circumstances, the compensation amount must not exceed a maximum of Forty Omani Rials.
5. **Miscellaneous Provisions:**
- 1) These terms and conditions shall be interpreted in accordance with the laws in force in the Sultanate of Oman and the Omani courts shall have exclusive jurisdiction to resolve any dispute connected with such terms and conditions.
 - 2) In the event of any conflict between any of these terms and conditions with any special terms and conditions set out in the advertisements or promotional offers of the carrier such special terms and conditions shall prevail.

Note: Please read carefully the terms and conditions of passengers' transport, in case there is any remark or item not understandable reference shall be to the carrier for interpretation

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