UNI Airways Standard Contract for Passenger Transit in Domestic Flights

UNI Airways and the passengers specified on the air ticket or the boarding pass have agreed to observe the following articles:

Article 1:
After drawing the ticket, the transit liability involves with transiting the passenger from the originating station to the arrival station in the specified route.

Article 2:
The air ticket is valid within a year since the day of drawing. Exclusive or special fares and conditions, please regarding the policy on the certificate itself.

It is possible to receive a refund for an unused ticket if it is a refundable fare ticket. However, the refund is required within one year after the ticket validity.

Furthermore, non-refundable, non-changeable ticket with authorization from Civil Aeronautics Administration (CAA) as below conditions:

1. Travel on long weekend or other more than 3 days public holidays should announce air tickets during evacuation.
2. Air ticket purchased for extra flights which request by CAA.
3. Discount tickets exempt from the listed in Article 7 which are more than 30% off publish fare ticket may have restrictions.

Article 3:
Name change is not permitted. However, if it is caused by the error of the drawer, a new ticket would be issued.

The ticket holder who is not the passenger specified on the ticket has no rights to board or action other rights.

Article 4:
When applying for refunding the ticket according to Item 2, Article 2, the passenger is required to go to the original ticket office. The original ticket office is entitled to charge refunding handling fee in the amount of 10% of ticket fare after taking into consideration and the circumstances (the maximum handling fee is set at 10% of ticket price; for discounted tickets recorded by the civil aviation competent authority (except the coupon tickets listed in Article 7), Before the flight departure, the maximum handling fee is set at 25% of ticket price; After the flight departure, the refund handling fee is set at 50% of ticket fare.

Change is permitted within air ticket validity (except tickets with special conditions), changing transaction including flight time or date change.

1. Passenger requires to go to the original ticket issuing office. Please note that administrative fees may apply for changing, based on the fare conditions of the ticket.

2. For the first flight date or time change is free of charge. Afterward, changing fee will be collected maximum 10% of the ticket fare from the original issuing ticket office.

The original ticket office mentioned above refers to:

1. For passengers buying tickets on websites, it refers to the airline or travel agency who sell tickets through these websites.
(2) For passengers buying tickets from the airline, it refers to the head office, branch office or the office of the airline who actually sold the ticket.

(3) For passengers buying tickets from the travel agency, it refers to the head office and branch office of the travel agency who actually sold the ticket.

If the scheduled flight is cancelled, the passengers are entitled to refunding as well as changing the ticket, and no handling fee will be charged by the original ticketing office.

For cancellation of the preceding scheduled flight, which causes passengers to suffer from damage attributable to the airline, UNI Airways should be liable for the compensation.

Article 5:

If the passenger has lost the ticket, he or she could report the loss at the original ticketing office within valid period. After the confirmation of the airline that the ticket has not been used, the passenger could apply for redrawing or refunding the ticket. The original ticketing office is entitled to charge refunding handling fee in the amount of 10% of ticket price after taking into consideration the circumstances.

Article 6:

If the airline has adjusted the sum passenger ticket price and has been recorded by the civil aviation competent authority within the valid period, the airline and the passengers have reached an agreement to return the overcharge and demand payment of the shortage.

The sum passenger ticket price mentioned above refers to unrestricted ticket price of economy class in domestic flight with a valid period of one year.

For passengers holding the coupon tickets listed in Article 7, if the same circumstance as mentioned in Item 1 occurs, it will be treated in the same way.

Article 7:

Under the following circumstances, the passengers are entitled to enjoying coupon tickets of the domestic flight.

(1) Babies under the age of two and not occupying the seats are free of charge. However one adult passenger accompany only one infant without a seat.

(2) Children under the age of twelve could enjoy twenty-five-percent discount of the sum passenger ticket price.

(3) Citizen of R.O.C above the age of sixty-five could enjoy fifty-percent discount of the sum passenger ticket price.

(4) Citizen of R.O.C with disabilities and one of their guardians or necessary companions could enjoy fifty-percent discount of the sum passenger ticket price. But they are required to show the disability certification when buying the ticket and boarding.

(5) Residences living in household registered off-shore islands could enjoy coupon tickets in accordance with the [Civil Aviation Law] and [Air Ticket Subsidy Methods for Residences Living in Household Registered Off-shore Islands].

For the special discounts mentioned above, only one could be applied by each passenger each time.

Article 8:
Identity certificating document with photo issued by the government is required to be submitted for boarding inspection by the passengers.

For children under the age of fourteen who have no identity certificating document with photo issued by the government, a photocopy of Household Register or Health Card (certificating document of children) could be submitted instead.

Article 9:

The airline starts to conduct passenger registration work sixty minutes before scheduled take-off time of the flight. The passengers are supposed to complete registration formalities thirty minutes before scheduled take-off time of the flight. If the passengers have not completed registration formalities thirty minutes within the scheduled time limit, the airline company is entitled to canceling their reservation.

Article 10:

The number of carry-on baggage is restricted to one, the total weight and dimension of which is respectively limited to 7 kilograms and 56 x 36 x 23 centimeters. The specification of baggage beyond the above limits should be sent as checked-in baggage.

Article 11:

The limit of baggage consigned for free for passengers in economy class is set at 10 kilograms; the limit of baggage consigned for free for passengers in business class is set at 20 kilograms. For baggage beyond the above limits, the airline would claim additional fees.

Article 12:

The airline could refuse to transport inappropriately packed baggage which might be damaged in the transporting process.

Article 13:

The following articles are forbidden from carrying or consigning on the airplane (consult with the airline for details):

1. Compressed gas (no matter whether it is inflammable, poisonous or with low temperature): such as bottled gas, pure oxygen, liquid nitrogen and diver oxygen tanks.
2. Corrosive substance: such as strong acid, alkalis, mercury and the wet cell battery.
4. Flammable substances: fuel oils (gasoline, diesel oil), matchstick, paint, diluent and igniter.
5. Radioactive substances.
6. Suitcase designed for the sake of safety (containing Li-ion battery or fireworks and other dangerous articles) and cash box.
7. Oxidizing substance: such as antioxidant (solution, power) and oxydol.
8. Poisonous and infectious substances: such as insecticide, herbicide and active filterable viruses.
(9) Other dangerous substances: such as magnetic substance (magnetic iron) and irritative substance (self-defence atomizer) and other articles which might affect flying safety as announced by the civil aviation competent authority.

Article 14:

The following articles should be consigned if necessary.

(1) Martial sword and rod.

(2) Styling gel, hair spray, bottled medical liquid containing alcohol, anti-mosquito lotion, alcoholics, non-irritative spray and other articles which would not affect flying safety. However, with the approval of airport security, they can be carried around (consult with the airline for details).

Article 15:

For the sake of flying safety, no weapons or dangerous article is allowed to carried around, and the violators would be forbidden from boarding. For police and army personnel who have to carry weapon for the necessity of special tasks, the relevant certificating documents issued by the supervisor of competent authority should be submitted voluntarily for inspection. After verification, those weapons would be submitted to the service personnel of the airline for handling.

Article 16:

No communication device or electronic product is allowed to be used on the airplane which might affect air traffic (such as cellular telephone, citizen band radios, remote controllers, CD music disk and FM receiver). The passengers should also comply with relevant safety regulations and cooperate with service personnel on the airplane (consult with the airline company for details).

Article 17:

The flight time and route specified on the Airport Schedule should not be changed randomly. In case of any flight regulation change, the airline should announce the variations in a significant way.

The take-off time specified on the Airport Schedule is address to cabin door closing time after boarding passengers, not the actual take-off time.

The [Exception Handling Mechanism of Flight] of various airline should be revealed at a significant place on the websites of various airline and the ticket offices.

Airlines should disclose the process of labor strikes and consumer protection measures in accordance with Article 35 (5) (2) of Paragraph 1 (5) of the Civil Aviation Management Rules.

Article 18:

For the damages caused by the delivery delay of the airline, the airline should undertake corresponding compensation liabilities. However, unless there are other courses of dealing, if the airline can verify that the delay is caused by weather changes, machinery malfunction which can not be attributed to the airline, the restricting orders of the civil aviation competent authority or other necessary conditions, the compensation amount would be limited by the necessary expenses occurred as additional cost for the passengers on account of the delay.

Under the circumstances of flight delay more than 15 minutes, variations in flight route or take-off or landing areas, or
cancellation of flight which might jeopardize the rights and interests, the airline company is obligated to notify the passengers immediately about the causes and handling approaches and provide the following services for free when necessary after taking into consideration actual conditions and the needs of passengers.

1. Necessary communication.
2. Necessary lodge and accommodation.
3. Necessary warming or first aid medicines.
4. Necessary transferring or other transportation vehicles.

If restricted by actual local situations the airline is incapable of providing the above-mentioned services, it should notify the passengers immediately about the causes and provide proper attendances.

Article 19:

When the dispute occurred between the airline company and the passengers could not be solved immediately, both parties could apply to the official competent personnel of the airport for mediation. The civil aviation deplaning witnessing form should be filled by both parties. The relevant passenger should deplane without delay so that it would not jeopardize the rights and interests of passengers on the following flight.

The mediation mentioned above is handled in accordance with the regulation of [Regulations of Transit Dispute Mediation between Civil Aviation Passengers and Air Carrier].

Article 20:

In accordance with the regulations of the [Civil Aviation Law] and [Rules of Compensation for Damage Caused to Air Passengers & Freight] of the Republic of China, under circumstances of the deaths or injuries of passengers caused by force majeure or accidents when the passenger were in the airplane or boarding or deplaning, the airplane user or carrier should undertake corresponding liabilities. But if the deaths or serious injuries were caused by the intentions or negligences of the passengers, the liabilities of the airline company could be exempted or relieved. Besides that the passengers could claim for compensation for damages which could be certified to be more serious, the compensation standard by the airline to each passengers should be conducted as follows:

1. Death of passenger: 3 million NT$.
2. Serious injuries: 1.5 million NT$ (for the definition of serious injuries, refer to the regulation of Item 4, Article 10, the Criminal Law).

For circumstances other than death or serious injuries, the actual damages will be calculated, with compensation amount not to exceed 1.5 million NT$. However, if the regulations on the compensation standard stipulated in Item 1 or in other rules have changed, the compensation proportion shall be correspondingly adjusted as well.

For the compensation standard of deaths or injuries of passengers, if there is a special written contract, the contract shall be followed; if there is no such contract, the compensation standard in previous two items shall be adopted.

Article 21:

For the damages of baggages of the passengers, the airplane user or carrier should undertake corresponding compensation liabilities. But if the damages were caused by the intentions or negligences of the passengers, the liabilities of the airline
could be exempted or relieved. For the damages of baggages of the passengers, the airplane user or carrier should undertake corresponding compensation liabilities. But if the damages were caused by the intentions or negligences of the passengers, the liabilities of the airline could be exempted or relieved.

(1) Carry-on baggage: the actual damages will be calculated, with compensation amount for each passenger not to exceed 20 thousand NT $.

(2) Check-in baggage: the actual damages will be calculated, with compensation amount per kilogram not to exceed one thousand NT$.

For the compensation standard of baggage damages for passengers, if there is a special written contract, the contract shall be followed; if there is no such contract, the compensation standard in previously stipulated shall be adopted. The regulation of proviso in Item 1 of previous article is also applicable for the compensation standard stated in Item 2.

Article 22:

If the cash, jewelries, silvers, transferable negotiable securities, government bonds, stocks, high-value articles, samples or commercial documents put in the consigned baggage by the passengers are lost or damaged during transit process, the airline company could be held liable in accordance with Item 2, Paragraph 2, Article 21. If the loss or damage is caused by the intention or culpable negligence of the airline company, or the consignation by means of value-declared articles is accepted by the company, those circumstances are not included in the above regulation.

Article 23:

For the complete or partial loss or damage of articles caused by the fragile or perishable articles in the baggage in the transport process, the airline shall undertake no responsibilities. However, if the passengers could certify that the loss or damage is caused by the intention or negligence of the airline, the circumstance is not included in the above regulation.

Article 24:

For the baggage transported, the airline is responsible only for delivering the baggage to the person holding the baggage check. The passengers should claim the baggages with the baggage check drawn by the airline. If the baggage check is lost, the passenger could apply for delivery only after waiting for two days (no more than seven days) and there is no objection raised by other passengers, unless under emergent situations the passengers could claim the baggage with the approval of the airline after submitting a signed declaration form and confirmation certificate. For any baggages claimed by other people with baggage check, the airline is responsible for compensation unless the company can certify that they have verified the baggage check. But the passengers have to present the request on that day.

Article 25:

For the sake of flying safety, the airline is entitled to restricting the boarding of the following passengers in accordance with the regulation of Transit Manual issued by civil aviation competent authority for future reference (consult with the airline for details):

(1) Passengers with somatopsychic disturbance or illness.

(2) Pregnant women and the aged who need special care.
(3) Babies brought by the passengers or children travelling alone.

(4) Criminals escorted (including suspects).

(5) Drunkard (including the ones caused by using anesthetics or drugs).

(6) People who might affect flying safety or the safety of passengers and crew members.

Article 26:

When the passengers are not satisfied with the services provided by the airline, they could reflect the situation by the special line for complaint to the airline who shall immediately handle with it after taking into consideration actual situations.

Special line and website of the airline for complaint service:

Special line for complaint: 02-25135509

Website of the airline: www.uniair.com.tw

Article 27:

Matters not covered in this contract shall be fairly resolved in accordance with relevant laws, conventions and the principles of equality and reciprocity and good faith.

The Items Which Should Be Stated And The Items Unfit To Be Stated In The Standard Contract For Domestic Flight Passengers.

The passenger stipulated in the contract refers to the same passenger stated on the air ticket or the boarding certificate.

Articles which should be stated:

1. The drawing date, drawing place, name of passenger, ticket price, scope of transit liability (from the departure airport to the arrival airport in the specified airline) and using restrictions should be stated on the ticket, which would be incorporated as part of the transit contract. The air ticket is valid within a year since the day of drawing. However, it is especially specified on the ticket, the agreement will be followed.

   The refund is applicable within one year of the certificate validity for an unused and refundable ticket.

   Furthermore, non-refundable, non-changeable ticket with authorization from Civil Aeronautics Administraion (CAA) on conditions below:

   (1) Traveling on long weekend or other more than 3days public holiday should announce air tickets during evacuation.

   (2) Air ticket purchased for extra flights which request by CAA.

   (3) Discount tickets exempt from the listed in Article 7 which are more than 30% off publish fare ticket may have restriction.

2. When apply for refunding ticket, the passenger is required to go to the original ticketing office. The original ticketing office is entitled to charge refunding handling fee in the amount of 10% of ticket price after taking into consideration the circumstances (the maximum handling fee is set at 10% of ticket price; for discounted tickets
recorded by the civil aviation competent authority (except the coupon tickets listed in Article (5)), the maximum handling fee is set at 50% of ticket price).

Change is permitted within air ticket validity (except tickets with special conditions), changing transaction including flight time or date change.

1. Passenger requires going the original ticketing office. Please note that administrative fees may apply for changing, based on the fare conditions of the ticket.

2. For the first flight date or time change is free of charge. Afterward, changing fee will be collected maximum 10% of the ticket fare from the original ticketing office.

The original ticketing office mentioned above refers to:

1. For passengers buying tickets on Websites, it refers to the airline or travel agency who sell tickets through these websites.

2. For passengers buying tickets from the airline, it refers to the head office, branch office or the office of the airline who actually sold the ticket.

3. For passengers buying tickets from the travel agency, it refers to the head office and branch office of the travel agency who actually sold the ticket.

If the scheduled flight is cancelled, the passengers are entitled to refunding the ticket, and no handling fee will be charged by the original ticket office.

For cancelation of the preceding scheduled flight, which causes passengers to suffer from damage attributable to the airline, UNI Airways should be liable for the compensation.

3. If the passenger has lost the ticket, he or she could report the loss at the original ticketing office within valid period. After the confirmation of the airline that the ticket has not been used, the passenger could apply for redrawing or refunding the ticket. The original ticketing office is entitled to charge refunding handling fee in the amount of 10% of ticket price after taking into consideration the circumstances (the maximum handling fee is set at 10% of ticket price).

4. If the airline has adjusted the sum fare of air ticket and has been recorded by the civil aviation competent authority within the valid period, the airline and the passengers have an agreement with each for returning the overcharge fee and paying the demand payment of the shortage.

The sum price of ticket fare mentioned above refers to unrestricted tickets of economy class in domestic flights with a valid period of one year, as well as passengers holding the coupon tickets listed in Article (5) below.

5. Under the following circumstances, the passengers are entitled to applying coupon tickets of the domestic flights.

1. Babies under the age of two and not occupying the seats are free of charge. However one adult passenger accompanies only one infant without a seat.

2. Children under the age of twelve could enjoy twenty-five-percent discount of the sum passenger ticket price.

3. Natives above the age of sixty-five could enjoy fifty-percent discount of the sum passenger ticket price.
(4) Citizens of R.O.C. with disabilities and one of their guardians or necessary companions could enjoy fifty-percent discount of the sum passenger ticket price. But they are required to show the disability certification when buying the ticket and boarding.

(5) Residences living in household registered off-shore islands could enjoy coupon tickets in accordance with the [Civil Aviation Law] and [Air Ticket Subsidy Methods for Residences Living in Household Registered Off-shore Islands].

For the special discount coupons mentioned above, only could be applied once by each passenger each time.

6. Registration and boarding regulations:
Dentity certificating document with photo issued by the government is required to be submitted for boarding inspection by the passengers.
For children under the age of fourteen who have no identity certificating document with photo issued by the government, a photocopy of Household Register or Health Card (certificating document of children) could be submitted instead.
The airline start to conduct passenger registration work sixty minutes before scheduled take-off time of the flight. The passengers are supposed to complete registration formalities thirty minutes before scheduled take-off time of the flight.
If the passengers haven not completed registration formalities thirty minutes within the scheduled time limit, the airline is entitled to canceling their seat reservation.

7. Levant baggage regulations:
The number of carry-on baggage is restricted to one, the total weight and dimension of which is respectively limited to 7 kilograms and 56 x 36 x 23 centimeters. The specification of baggage beyond the above limits should be sent as unaccompanied baggage.
The limit of baggage consigned for free for passengers in economy class is set at 10 kilograms; the limit of baggage consigned for free for passengers in business class is set at 20 kilograms. For baggage beyond the above limits, the airline company would claim additional fees.
The airline company could refuse to transport inappropriately packaged baggage which might be damaged in the transporting process.

8. Relevant regulations on dangerous articles and other articles which might affect safety: The articles which are forbidden on-board and relevant regulations should be specified by the airline. No communication device or electronic product is allowed to be used on the airplane which might affect air traffic. The passengers should also comply with relevant safety regulations and cooperate with service personnel on the airplane (consult with the airline company for details).

9. The flight time and route specified on the Airport Schedule should not be changed at random. In case of any change or flight regulation, the airline should announce the variations in a significant way.
The take-off time specified on the Airport Schedule is the closing time of cabin door after the boarding of passengers, not the actual take-off time.
The Exception Handling Mechanism of Flight of various airline should be revealed at a significant place on the
websites of various airline companies and the ticketing offices.
Airlines should disclose the process of labor strikes and consumer protection measures in accordance with Article 35 (5) (2) of Paragraph 1 (5) of the Civil Aviation Management Rules.

10. For the damages caused by the delivery delay of the airline, the company should undertake corresponding compensation liabilities.
However, unless there are other courses of dealing, if the airline can verify that the delay is caused by weather changes, machinery malfunction which can not be attributed to the airline, the restricting orders of the civil aviation competent authority or other necessary conditions, the compensation amount would be limited by the necessary expenses occurred as additional cost for the passengers on account of the delay.
Under the circumstances of flight delay more than 15 minutes, variations in flight route or take-off or landing areas, or cancellation of flight which might jeopardize the rights and interests, the airline is obligated to notify the passengers immediately about the causes and handling approaches and provide the following services for free when necessary after taking into consideration actual conditions and the needs of passengers: necessary communication, lodge and accommodation, warming or first aid medicines transferring or other transportation vehicles.
If restricted by actual local situations the airline company is incapable of providing the above-mentioned services, it should notify the passengers immediately about the causes and provide proper attendances.

11. When the dispute occurred between the airline and the passengers could not be solved immediately, both parties could apply to the official competent personnel of the airport for mediation. The relevant passenger should deplane without delay so that it would not jeopardize the rights and interests of passengers on the following flight.

12. Under circumstances of the deaths or injuries of passengers caused by force majeure or accidents when the passenger were in the airplane or boarding or deplaning, the airplane user or carrier should undertake corresponding liabilities. But if the deaths or serious injuries were caused by the intentions or negligences of the passengers, the liabilities of the airline company could be exempted or relieved.

13. Relevant regulations on baggage damage compensation:
For the damages of baggages of the passengers, the airplane user or carrier should undertake corresponding compensation liabilities. But if the damages were caused by the intentions or negligences of the passengers, the liabilities of the airline company could be exempted or relieved.
If the cash, jewelries, silvers, transferable negotiable securities, government bonds, stocks, high-value articles, samples or commercial documents put in the consigned baggage by the passengers are lost or damaged during transit process, the airline could be held liable in accordance with Item 2, Paragraph 2, Article 21. If the loss or damage is caused by the intention or culpable negligence of the airline, or the consignation by means of value-declared articles is accepted by the company, those circumstances are not included in the above regulation.
For the complete or partial loss or damage of articles caused by the fragile or perishable articles in the baggage in the transport process, the airline shall undertake no responsibilities. However, if the passengers could certify that the loss or damage is caused by the intention or negligence of the airline, the circumstance is not included in the above regulation.
14. For the baggage transported, the airline company is responsible only for delivering the baggage to the person holding the baggage check. The passengers should claim the baggages with the baggage check drawn by the airline.

If the baggage check is lost, the passenger could apply for delivery only after waiting for two days (no more than seven days) and there is no objection raised by other passengers, unless under emergent situations the passengers could claim the baggage with the approval of the airline after submitting a signed declaration form and confirmation certificate.

For any baggages claimed by other people with baggage check, the airline is responsible for compensation unless the company can certify that they have verified the baggage check. But the passengers have to present the request on that day.

15. For the sake of flying safety, the airline is entitled to restricting the types of passengers on-board in accordance with the regulation of Transit Manual issued by civil aviation competent authority for future reference.

15.1 Airlines should provide service hotline and website.

16. Matters not covered in this contract shall be fairly resolved in accordance with relevant laws, conventions and the principles of equality and reciprocity and good faith.

17. If comparing with the standard regulated in this statement the articles of the transit contract is more beneficial for the consumers, then the contract shall be followed.

Articles which should not be stated:

1. It could not be stated that, the airline could unilaterally alter the content of the contract while the passenger could propose no objection.

2. It could not be stated that, the advertisement is only for reference.

3. It could not be stated that, the airline could charge in disguised form or raise the price in other ways.

4. The contents which violate other legal mandatory injunction regulations or the principles of equality and reciprocity and good faith could not be stated.