

# **THE SIERRA LEONE CIVIL AVIATION REGULATIONS**



## **PART 20B- CONSUMER PROTECTION REGULATIONS**

**DECEMBER 2022**

## **PREAMBLE**

WHEREAS, The Director-General shall have power to perform such acts, -including the conduct of investigations, to issue and amend orders, rules, regulations and procedures pursuant to and in accordance with the Civil Aviation Act, 2019.

WHEREAS, the Director- General shall have power to publish all reports, orders, decisions, rules, and regulations issued under Civil Aviation Act, 2019 in such form and manner as may be best adapted for public information and use;

NOW THEREBY, The Director General under its powers given by sections 17(1) and 17(2)(a) of the Civil Aviation Act, 2019 issue the following regulations which supersedes previous regulations on Consumer Protection.

### **1. SHORT TITLE**

This regulation may be cited as Sierra Leone Civil Aviation Regulation “SLCAR Part 20B-Consumer Protection Regulations”

### **2. EFFECTIVE DATE**

This Regulation shall come into force as of the 21<sup>st</sup> day of December 2022.



Dr Moses Tiffa Bai  
Director General

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## 1. – Applicability

- 1.1 This Regulation shall apply to Passengers departing on a Flight from any airport located within the Territory on the condition that the Passenger has a Reservation for the Flight concerned.
- 1.2 This Regulation, with the exception of 17, shall not apply during periods of Mass Disruption.
- 1.3 This Regulation shall not apply to Passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public or a section of the public. This Regulation shall however apply to Passengers travelling free of charge or on a reduced fare under a frequent flyer programmed or equivalent commercial loyalty scheme.

## 2. – Interpretation and Definitions

2.1 The following words and expressions have the meanings set out below –

- (a) "**Airline**" means a scheduled or unscheduled passenger air transport operator that –
- i. contracts with the Passenger for carriage by air and performs or intends to perform such carriage itself; or
  - ii. performs or intends to perform carriage by air on behalf of another air transport operator having a contract with the Passenger;
- (b) "**Compensation**" means financial compensation in accordance with 12;
- (c) "**Convention**" means whichever of the following treaty instruments governing air carrier liability is applicable to the Passenger –
- i. the Convention for the Unification of Certain Rules Relating to International Carriage by Air (1929) (commonly referred to as the "Warsaw Convention");
  - ii. the Warsaw Convention as amended at The Hague (1955);
  - iii. the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
  - iv. the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
  - v. the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
  - vi. the Guadalajara Convention (1961); or
  - vii. the Convention for the Unification of Certain Rules for International Carriage by Air (1999) (commonly referred to as the "Montreal Convention").
- (d) "**Flight**" means the single operation of an aircraft between any two given airports;
- (e) "**Final Destination**" means the final destination as reflected on the Reservation;

(f) **“Mass Disruption”** means operational disruption which affects more than one [Airline at any given airport within the Territory airport within the Territory] and results in –

- i. the temporary closure of an airport within the Territory for **two** hours or more;
- ii. the cancellation, by multiple Airlines, of at least **one** Flight each; or
- iii. a delay on departure of at least **two** hours to more than one Flight of more than one Airline.

(g) **“Passenger”** means the natural person named in the Reservation;

(h) **“Person with Reduced Mobility”** means any Passenger whose mobility is reduced 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 their individual needs];

(i) **“Reservation”** means an entitlement to travel under a contract of carriage between the Airline and the Passenger for one Flight or a series of Flights to a Final Destination and is evidenced through the issuance of a ticket, receipt or other confirmation, whether in electronic form or otherwise and in respect of which the Airline has received payment or other valuable consideration;

(j) **“Territory”** means any country, region, state or territorial area subject to the laws of **Regulating Country**].

2.2 Where any provision in this Regulation refers to –

- (a) the singular, it shall be interpreted to include the plural and vice versa; and
- (b) The male gender, it shall be interpreted to include the female gender and vice versa.

### **3. – Reservations**

3.1 Where a Passenger has not presented himself for check-in or boarding within the time specified by the Airline, the Airline shall be entitled to void the Passenger's Reservation in respect of any other Flights contained within the same Reservation.

3.2 The Airline may reinstate a Passenger's Reservation cancelled in whole or in part in accordance with 3(1) and may charge the passenger a fee for any such reinstatement in accordance with its contract of carriage.

## **SECTION 2 – REGULATED EVENTS**

### **4. – Denied Boarding**

4.1 For the purpose of this Regulation, **“Denied Boarding”** means a refusal or inability on the part of the Airline, other than due to Cancellation or Delay, to carry the Passenger on a Flight, despite that Passenger having presented

himself for check-in or boarding in conformity the Airline's contract of carriage, except where –

(a) There are reasonable grounds to deny boarding, including but not limited to reasons of health, safety, security, unruly behavior or inadequate travel documentation; or

(b) The Flight for which the Passenger holds a Reservation is unable to accommodate that Passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons]; or

(c) the Passenger voluntarily gives up his seat by Agreement with the Airline in accordance with 4(2).

4.2 In order to reduce the number of Passengers who are Denied Boarding on a Flight, an Airline must first call on Passengers to voluntarily give up their seats on the Flight in exchange for (a) agreed benefits and (b) rerouting and reimbursement in accordance with 10.

4.3 Where an insufficient number of Passengers volunteer to give up their seats, the Airline shall deny boarding to Passengers on an involuntary basis. In doing so, the Airline shall ensure that the needs of Persons with Reduced Mobility, those who are pregnant and unaccompanied minors are taken into account.

4.4 In the event of Denied Boarding, the Passenger shall be entitled to –

(a) assistance in accordance with 10;

(b) re-routing or reimbursement in accordance with 11;

(c) Compensation in accordance with 12.

## **5. – Delay**

5.1 For the purpose of this Regulation, "**Delay**" means a delay beyond a Flight's scheduled time of departure, being –

(a) in the case of a domestic Flight, two hours or more; or

(b) In the case of an international Flight, four hours or more.

5.2 In the event of a Delay, the Passenger shall be entitled to –

(a) notifications in accordance with 9; and

(b) Assistance in accordance with 10.

5.3 Claims for damages occasioned by delay shall be brought under the Convention and assessed with regard to individual damages.

## **6. – Cancellation**

6.1 For the purpose of this Regulation, "**Cancellation**" means the non-operation of a Flight which was previously scheduled and in respect of which at least one Reservation has been made.

6.2 In the event of Cancellation, the Passenger shall be entitled to –

- (a) notifications in accordance with 9;
- (b) assistance in accordance with 10;
- (c) re-routing or reimbursement in accordance with 11; and
- (d) Compensation in accordance with 12, subject to 6(3).

6.3 No entitlement to Compensation shall arise under 6(1)(d) where –

- (a) the Passenger is notified, under 9, of the Cancellation at least two weeks before the scheduled time of departure; or
- (b) The Passenger is notified, under 9, of the Cancellation within two weeks of the scheduled time of departure and is offered re-routing to allow the Passenger to reach their Final Destination no more than **two** hours after the scheduled time of arrival.

## **7. – Airline Changes to Class of Service**

In the event that a Passenger is placed in a class of service that is –

- (a) higher than that for which the Reservation was made, the Airline shall not request any supplementary payment; or
- (b) lower than that for which the Reservation was made, the Airline shall reimburse the Passenger, within **30** days, a sum equal to the difference between the fare purchased and the applicable fare for the lower class of service for the Flight or Flights for which the Passenger was placed in the lower class of service.

## **8. Reserved**

### **SECTION 3 – ENTITLEMENTS**

## **9. Notifications**

9.1 Where reference is made to this regulation, the Airline shall notify the Passenger –

- (a) of the Delay or Cancellation, at the time when it occurs or as soon as reasonably practicable after it becomes known to the Airline;
- (b) of the reason for the Delay or Cancellation, if known to the Airline;
- (c) Of any material changes related to the Delay or Cancellation, at the time when they occur or as soon as reasonably practicable after they become known to the Airline.

9.2 The Airline shall use the most expedient means available to make notifications under 9(1). These may include email, text message, telephone, messages or notices communicated via the Airline’s website, and announcements or notifications at the airport.

## **10. Assistance**

10.1 Where reference is made to this Regulation, Passengers shall be offered free of charge –

- (a) meals and refreshments as reasonable in relation to the waiting time;
- (b) a telephone call or a reasonable period of internet access;
- (c) hotel accommodation where a stay of one or more nights becomes necessary, unless the requirement for an overnight stay arises as a result of the Passenger electing to extend his travel in accordance with 11(1)(b); and
- (d) Ground transport between the airport and place of accommodation.

10.2 In providing assistance under 10(1), the Airline shall pay particular attention to the needs of Persons with Reduced Mobility, those who are pregnant and unaccompanied minors.

## **11. Reimbursement and Re-routing**

11.1 Where reference is made to this Regulation, the Airline shall offer the Passenger a choice between –

- (a) reimbursement within **30** days of the full cost of the Reservation at the price at which it was purchased, for the Flight or Flights not yet completed, and for the Flight or Flights already completed if the passenger elects to cancel onward travel, together with, where relevant, a Flight to the first point of departure, at the earliest opportunity; or
- (b) Re-routing to the Passenger's Final Destination at the earliest opportunity or at a later date at the Passenger's convenience, subject to flight availability.

11.2 In the case where a locality is served by several airports and the Airline offers the Passenger re-routing to an airport alternative to that for which the Reservation was made, the Airline shall bear the cost of ground transport between the original airport specified in the Reservation and the alternative airport.

11.3 The airline shall specify in its conditions of carriage the manner in which reimbursement shall be paid for purposes of 11(1) (a).

## **12. Compensation**

12.1 The Airline shall state in its contract of carriage whether Compensation is payable under this Regulation for cases of Denied Boarding, Cancellation and, if applicable, the manner in which such Compensation shall be calculated and paid.

11.4 Nothing in this Paragraph shall exclude a claim for damages arising under the Convention.

## **13. General Entitlements Disclosure**

13.1 The Airline shall ensure that a clearly legible notice containing the following text, or other text to the same effect, is displayed in a prominent manner at airport check-in desks and, if applicable, on the pages of its website with check-in functionality:

*"If you are denied boarding or if your flight is cancelled or delayed, ask at the check-in counter or boarding gate for text stating your rights."*



13.2 In respect of visually impaired persons, 13(1) shall be applied using appropriate alternative means.

13.3 The Airline shall ensure that –

- (a) its contract of carriage;
- (b) its baggage allowances and any fees for additional baggage;
- (c) its procedures in respect of lost, delayed and damaged baggage; and
- (d) its complaints handling procedure established under 19 are displayed prominently on its website in a clear and accessible format.

## **SECTION 4 – OTHER PROVISIONS**

### **14. Defence**

14.1 The Airline shall be relieved of its obligations under 12 where it can prove that –

- (a) it has exercised reasonable care and skill in performing its obligations under the relevant contract of carriage;
- (b) the case of Denied Boarding or Cancellation was caused by circumstances beyond the Airline's actual control; or
- (c) The case of Denied Boarding or Cancellation was caused by circumstances likely to impinge upon the safety or security of passengers or the aircraft.

14.2 Without prejudice to 14(1), Schedule 1 sets out certain prescribed events that shall be deemed to satisfy 14(1) (b) and (c).

### **15. Right of Recovery**

15.1 Where the Airline incurs liability under this Regulation as a result of the negligent act or omission of a person or third party, the Airline shall be entitled to seek reimbursement from that person or third party in respect of –

- (a) any pecuniary loss or expense directly associated with the provision of care and assistance in accordance with under 10;
- (b) any pecuniary loss or expense directly associated with the provision of assistance in accordance with 11;
- (c) Any Compensation paid to passengers under 12.

15.2 Any claim by the Airline against a person or third party for reimbursement of losses or expenses other than those arising pursuant to this Regulation shall be made in accordance with the applicable laws of the Territory.

15.3 Any contractual provision which purports to exclude or limit the liability or any third party to an Airline pursuant to this Regulation shall be voidable at the option of the Airline.

## **16. Reserved**

## **17. Mass Disruption**

17.1 The airport managing body of each airport located within the Territory shall ensure that it has in place a contingency plan to ensure Passengers receive reasonable care and assistance during any period of Mass Disruption.

17.2 Subject to 17(3), Airlines, the relevant airport managing body and ground handling agents shall provide mutual cooperation to ensure the contingency plan is delivered with reasonable care and skill.

17.3 The relevant airport managing body shall retain overall responsibility for delivery of the contingency plan and any costs associated therewith.

## **18. Complaints Handling**

18.1 The Airline shall establish a complaint-handling procedure.

18.2 The Airline shall acknowledge receipt of a complaint lodged under its complaints handling procedure within 24 hours.

18.3 The Airline shall make reasonable efforts to provide a substantive response to a complaint within 30 days of receipt of the complaint.

18.4 Where a substantive response cannot be provided in accordance with 18(3), the Airline shall promptly inform the passenger of the expected additional processing time required.

## **19. Relationship with the Convention**

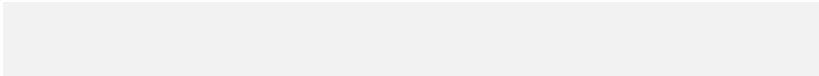
To the extent there is a conflict between the Convention and this Regulation, the provisions of the Convention shall prevail.

## **20. Review**

This Regulation shall be reviewed by the Air Transport Regulations and Legal Department to ensure it remains relevant to the prevailing market conditions and strikes the appropriate balance between consumer protection and a competitive air transport industry.

### **Schedule 1**

This Schedule prescribes events or circumstances that shall be deemed to satisfy 14(1) (b) or (c):

- 
- (1) Immediate political instability, riots or acts of military intervention.
  - (2) Terrorist activity.
  - (3) Strikes or other industrial action by employees of the Airline or any other third party upon which the Airline is dependent for the provision of air transport services.
  - (4) Meteorological conditions incompatible with the safe operation of a Flight.

- (5) Airport or airspace closures.
- (6) Congestion or failure of airport or air traffic navigation infrastructure.
- (7) Any decision of an air traffic management body or other regulatory authority.
- (8) Damage to the aircraft structure.
- (9) A bird strike sustained during a Flight or the flight immediately preceding the Flight.
- (10) In-flight damage to an aircraft sustained during the Flight immediately preceding the subject Flight that has given rise to a claim under this Regulation.
- (11) Any technical defect or difficulty causing the aircraft to make an unscheduled diversion or return to the original airport of departure.
- (12) A technical defect which becomes apparent –
  - (a) immediately prior to the departure of a Flight; or
  - (b) in-flight

Provided always that the defective Component in question has been properly Maintained in accordance with the Manufacturer's guidance.