

# **SIERRA LEONE CIVIL AVIATION REGULATIONS**



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

**FEBRUARY 2024**

## **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, 2023.

**WHEREAS**, the Director-General shall have the power to publish all reports, orders, decisions, rules, and regulations issued under the Civil Aviation Act, 2023 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 Articles 17(1) and 17(2) (a) of the Civil Aviation Act, 2023, issues the following regulations, which supersede previous regulations on Aircraft Accident and Incident Investigations.

### **1. SHORT TITLE**

This regulation may be cited as Sierra Leone Civil Aviation Regulation “SLCAR Part 20-B Air Transport Economic Regulations (Airlines Operations)”

### **2. EFFECTIVE DATE**

This Regulation shall come into force as of the 5<sup>th</sup> day of February 2024.



Ms Musayeroh Barrie  
Director General



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## **INTRODUCTION**

Part 20B deals with Passengers' Rights and Responsibilities and Airlines' Obligations to Passengers. This Part addresses consumer protection issues, including, compensations for denied boarding, delays and cancellations of flights.

## 1. APPLICABILITY

- 1.1. This Part prescribes minimum rights and responsibilities of passengers and airlines' obligations to passengers, where:
- (a) There is an incidence of overbooking and passengers are denied boarding against their will;
  - (b) A scheduled flight is delayed;
  - (c) A scheduled flight is cancelled; and
  - (d) Passengers fail to discharge their responsibilities.

## 2. DEFINITIONS

- 2.1. For this part, the following definitions shall apply:
- (a) **“Aircraft”** means any machine that can derive support in the atmosphere from reactions of the air other than reactions of the air against the earth's surface.
  - (b) **“Air Carrier”** means an enterprise that engages in the provision of transportation services by aircraft for remuneration or hire.
  - (c) **“Airline”** means any air transport enterprise offering or operating a scheduled international air service.  
**Note:** Notwithstanding the definitions in (b) & (c) above, for this part, the words ‘Air Carrier’ and ‘Airline’ are used interchangeably.
  - (d) **“Assessment”** means an initial evaluation of a complaint by the Authority to determine the appropriate means of redress.
  - (e) **“Authority”** means the Sierra Leone Civil Aviation Authority.
  - (f) **“Consumer”** means consumer of civil aviation services.
  - (g) **“Baggage”** means personal property of passengers or crew carried on an aircraft by agreement with the operator.
  - (h) **“Cancellation”** means the non-operation of a flight which was previously planned and on which at least one seat was reserved.
  - (i) **“Cargo”** which is an equivalent to the term “goods” means anything carried or to be carried in an aircraft or by means of surface transportation including, but not limited to, road or rail vehicles, except mail, or baggage carried under a passenger ticket and baggage check, but includes baggage moving under an Air Waybill or shipment Record.
  - (j) **“Compensation”** means direct and/or indirect monetary and/or non-monetary benefits offered to passengers whose rights have been infringed upon.
  - (k) **“Complainant”** means: An air passenger;

- (l) One or more air passengers, where there are numerous air passengers having the same interest; or In case of the death of an air passenger, his legal heirs or representatives making or continuing a complaint.
- (m) “**Complaint**” means an allegation in writing made by an air passenger, a group of passengers or their legal heirs or representatives.
- (n) “**Confirmed Reserved Space**” means space on a specific date and on a specific flight and class of service on an air carrier which has been requested by a passenger, including a passenger with a zero fare ticket”, and which the air carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by the air carrier, as being reserved for the accommodation of the passenger.
- (o) “**Denied Boarding**” means a refusal by an airline to carry passengers who hold confirmed reservation and valid travel documentation, although they have presented themselves for check-in and/or boarding at the time stipulated by the airline, on grounds of oversold service, medical incapacity, security concerns, improper documentation.
- (p) “**Disembarkation**” means the leaving of an aircraft after landing, except by crew or passenger continuing on the next stage of the same through-flight.
- (q) “**Embarkation**” means the boarding of an aircraft for the purpose of commencing a flight, except by such crew or passengers as have embarked on a previous stage of the same through-flight.
- (r) “**Extra Ordinary Circumstances**” means any mechanical, technical, operational, climatic, socio-political or any other conditions beyond the actual control of the party involved.
- (s) “**Fare**”: means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.
- (t) “**Foreign Aircraft**” means an aircraft other than a Sierra Leone registered aircraft.
- (u) “**International Airport**” means any airport designated by the Contracting State in whose territory it is situated as an airport of entry and departure for international air traffic, where the formalities incident to customs, immigration, public health, animal and plant quarantine and similar procedures are carried out.
- (v) “**Liability**” means debt of the entity in the form of financial claims on entities assets.
- (w) “**Mishandled baggage**” means baggage involuntarily, or inadvertently, separated from passenger or crew.
- (x) “**Passenger**” means a person in whose name a ticket and a reservation is made and or confirmed and who is eligible to travel upon the stated flight pursuant to that ticket

whether the ticket is purchased by the person or not and whether the ticket is zero fare ticket for which no fees or fare is paid.

- (y) “**Person**” means any individual, firm, partnership, corporation, company, association, joint state association or body politic and includes trustee, receiver, assignee, or other similar representative of the entities.
- (z) “**Person with Disabilities**” means any person whose mobility is reduced due to sensory or locomotor incapability, an intellectual deficiency, age, illness, or any other cause of disability and whose situation needs special attention and the adaptation to the person’s needs of the services made available to all passengers.
- (aa) “**Ticket**” means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorized by the air carrier or its authorized agent.
- (bb) “**Tour Operator**” means, with the exception of an air carrier, an organizer of package travel, package holidays and package tours.
- (cc) “**Unaccompanied Baggage**” means baggage that is transported as cargo and may or may not be carried on the same aircraft with the person to whom it belongs.
- (dd) “**Unclaimed Baggage**” means baggage that arrives at an airport and is not picked up or claimed by a passenger.
- (ee) “**Volunteer**” means a person who responds to the carrier’s request for volunteers and who willingly accepts the carriers’ offer of compensatory benefits, in exchange for relinquishing the confirmed reserved seat.

### 3. SCOPE OF APPLICATION.

3.1. This Part shall apply:

- (a) to passengers departing from an airport located within the Sierra Leone territory to another airport within Sierra Leone ;
- (b) to passengers departing from an airport located in another country to an airport situated within Sierra Leone, unless they received benefits or compensation and were given assistance in that other country ;
- (c) to passengers on foreign air transportation with respect to flight segments originating at a point within Sierra Leone.

3.2. In respect of section 3.1. of this Part, it shall apply to passengers on scheduled flights including packaged tours, and on the condition that a passenger:

- (a) has a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in section 8, presents himself or herself for check-in, as stipulated and at the

time indicated in advance and in writing (including by electronic means) by the air carrier, tour operator or an authorized travel agent, or, if no time is indicated, not later than two (2) hours before the published departure time; or

(b) Has been transferred by an air carrier or tour operator from the flight for which he or she held a reservation to another flight, irrespective of the reason.

3.3 This Part shall not apply to passengers travelling free of charge or rebate ticket (reduced fare) not available directly or indirectly to the public. However, it shall apply to passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier or tour operator.

3.4 This Part shall apply to any operating air carrier providing transport to passengers covered in Part 3.1. and 3.2. above. Where an operating air carrier, which has no contract with the passenger, performs obligations under these Regulations, it shall be regarded as doing so on behalf of the carrier having a contract with that passenger.

3.5 This Part shall not apply in cases where a packaged tour is cancelled for reasons other than cancellation of the flight.

#### **4. “NO SHOW” AND OVERBOOKING**

4.1 A passenger who shows-up on a later date or time other than the scheduled date or time of departure on his or her ticket may be considered for wait-listing on another flight subject to seat availability after meeting the airlines’ requirement(s).

4.2 An air carrier may overbook a scheduled flight in contemplation of the possibility of some passengers not showing up for that flight.

#### **5. DENIED BOARDING**

5.1. An airline shall have the following obligations in the event of an oversold flight:

(a) Ensure that the smallest practicable number of persons holding confirmed reserved seat on that flight are denied boarding involuntarily;

(b) Request for volunteers for denied boarding before applying boarding priority.

5.2 Any other passengers denied boarding except in accordance with Section 5 above, is considered for purposes of this Regulation to have been denied boarding involuntarily, even if the passengers accept the denied boarding compensation. Volunteers shall be compensated in accordance with Sections 20.8 and 20.9. (Compensation Provision), such assistance being additional to the benefits mentioned in this paragraph.



- 5.3** In relation to each passenger solicited to volunteer for denied boarding, no later than the time the airline solicits that passenger to volunteer for denied boarding, the airline shall :
- (a) advise whether he or she is in danger of being involuntarily denied boarding and, if so, the compensation the carrier is obligated to pay if the passenger is involuntarily denied boarding
  - (b) Disclose all material restrictions, including but not limited to administrative fees, advance purchase or capacity restrictions, and blackout dates applicable to the offer before the passenger decides whether to give up his or her confirmed reserved space on that flight in exchange for the free or rebate (reduced rate) transportation.
- 5.4** If an insufficient number of volunteers come forward, the carrier may deny boarding to other passengers in accordance with its boarding priority procedures.

## **6. BOARDING PRIORITY PROCEDURES**

6.1 Every operating air carrier shall establish boarding priority procedures and criteria for determining which passengers holding confirmed reserved space shall be denied boarding on an oversold flight if an insufficient number of volunteers come forward. Such procedures and criteria shall reflect the obligations of the operating air carrier set forth in sections 5.1 and 5.2 to minimize involuntary denied boarding and to request for volunteers, and shall be written in such manner as to be understandable and meaningful to the average passenger. Such procedures and criteria shall not make, give, or cause any undue or unreasonable preference or advantage to any particular person or subject any particular person to any unjust or unreasonable prejudice or disadvantage in any respect whatsoever.

### **6.2 Boarding priority factors may include, but are not limited to, the following:**

- (a) Passengers on urgent medical trips ;
- (b) A passenger's time of check-in ;
- (c) Whether a passenger has a seat assignment prior to boarding;
- (d) The fare paid by a passenger ;
- (e) A passenger's frequent-flyer status ;
- (f) A passenger's reduced mobility status, including unaccompanied minors ;
- (g) Families (maximum of two adults) where at least one child is aged five years or under.

**6.3** If an insufficient number of volunteers come forward to allow the remaining passengers with reservations to board the flight, the operating air carrier may then deny boarding to passengers involuntarily.

**6.4** If boarding is denied to passengers involuntarily, the operating air carrier shall immediately compensate them in accordance with Sections 20.8 and 20.9; and assist them in accordance with Sections 11; 12 and 13.

**6.5** Every air carrier shall develop and file with the Authority Boarding Priority Procedures consistent with these Regulations.

## **7. DELAY**

### **7.1. Domestic Flights**

7.1.1. For domestic flights, when an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure, it shall provide the passengers with reason(s) for the delay within 30 minutes after the scheduled departure time and the assistance specified below:

- (a) after two hours, refreshments as specified in section 11.1(a) and telephone calls, SMS and E-mails as specified in section 11.2 ;
- (b) Beyond three (3) hours, Reimbursement as specified in Section 10.1(a); and
- (c) At a time beyond 10 pm till 4 am, or at a time when the airport is closed at the point of departure or final destination, the assistance specified in sections 11.1(c) and 11.1(d) (hotel accommodation and transport).

### **7.2. International Flights**

7.2.1. For international flights, when an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure, it shall provide to the passengers the assistance specified below:

- (a) Between two and four hours, compensation as specified in sections 9.1(a) and Telephone Calls, SMS, E-mails as specified in 11.2 ;
- (b) (ii) more than four hours, Meal as specified in 11.1(b) and Telephone Calls, SMS, E-mails as specified in 11.2 ; and
- (c) (iii) When the reasonably expected time of departure is at least six hours after the time of departure previously announced, the Hotel accommodation assistance as specified in sections 11.1(c) and Transport assistance as specified in 11.1(d).

7.2.2. In any event, the assistance shall be provided within the time limits set out in these regulations.

## **8. CANCELLATION**

8.1. In case of cancellation of a flight, the passengers concerned shall:

- (a) Be offered assistance by the operating air carrier in accordance with Sections 7. and;
- (b) Be offered assistance by the operating air carrier in accordance with Sections 10.1(a) and 10.2 as well as, in the 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, the assistance specified in Sections 10.1(b) and 10.1(c)
- (c) In respect of domestic flights, have the right to compensation by the operating air carrier in accordance with Section 20.10 unless they are informed of the cancellation at least twenty-four hours before the scheduled time of departure; and
- (d) In respect of international flights, have the right to compensation by the operating air carrier in accordance with Section 20.10, unless :
  - (i) they are informed of the cancellation at least seven days before the scheduled time of departure ;
  - (ii) they are informed of the cancellation between three and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart not more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival ; or
  - (iii) they are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart not more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.

**8.2** When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.

**8.3** An operating airline shall not be obliged to pay compensation for cancellation if it can prove that the cancellation is caused by extraordinary circumstances (force majeure) which could not have been avoided even if all reasonable measures had been taken.

**8.4** The burden of proof concerning any question as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating airline.

## **9. RIGHT TO COMPENSATION.**

9.1 Where reference to compensation is made in this section, passengers shall receive at least;

- (a) **25%** of the fares or passenger ticket price for all flights within Sierra Leone.
- (b) **30%** of the passenger ticket price for all international flights.

- 9.2 When passengers are offered re-routing to their final destination on an alternative flight pursuant to Section 11 the arrival time of which does not exceed the scheduled arrival time of the flight originally booked:
- (a) By one hour, in respect of all domestic flights ;
  - (b) By three hours, in respect of all international flights, the operating airline may reduce the compensation provided for in section 9.1.by 50%.
- 9.3 The compensation referred to in Section 10.1 shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers or other services.
- 9.4 Where compensation is made in voucher, the voucher shall be redeemable at all sales outlets of the air carrier providing the voucher.

## **10. RIGHT TO REIMBURSEMENT OR RE-ROUTING.**

- 10.1. Where reference to reimbursement or re-routing is made in this section, passengers shall be provided any of the following choices:
- (a) Immediate reimbursement in cash for domestic flights and reimbursement within fourteen days for international flights, by the means provided for in sections 9.3( mode of payment), of the full cost of unutilized 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.
- 10.2 Section 10.1(a) shall also apply to passengers whose flights form part of a package, except for the right to reimbursement where such right arises under any contractual understanding between the passenger and provider.
- 10.3. When an operating air carrier offers a passenger a flight to an airport alternative to that for which the booking was made, the operating air carrier shall bear the cost of transferring the passenger from that alternative airport either to the airport for which the booking was made, or to another close-by destination agreed with the passenger.

## **11. RIGHT TO CARE.**

- 11.1. Where reference to care is made in this section, passengers shall be offered free of charge:
- (a) Refreshments such as water, soft drinks, confectioneries/snacks;
  - (b) a meal ;
  - (c) Hotel accommodation ;
  - (d) Transport between the airport and place of accommodation (hotel or other accommodation).
- 11.2 In addition to section 11.1, passengers shall be offered free of charge, two telephone calls, SMS or emails.
- 11.3. In applying this section, the operating air carrier shall prioritize the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied minors.

## **12. UPGRADING AND DOWNGRADING**

- 12.1 If an operating airline places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.
- 12.2 If an operating airline places a passenger in a class lower than that for which the ticket was purchased, by the means provided for in Section 9.3, it shall immediately reimburse the difference to the passenger in accordance with the mode of payment within 30 days from the date of travel, plus :
- (a) 30% of the price of the ticket for all domestic flights immediately, and
  - (b) 50% of the price of the ticket for all international flights within 14 days.

## **13. PERSONS WITH REDUCED MOBILITY OR SPECIAL NEEDS**

- 13.1 The operating airline shall give priority to persons with reduced mobility and any persons accompanying them, unaccompanied minors, and families (maximum of two adults) where at least one child is aged five years or under.
- 13.2 In cases of denied boarding, cancellation and delays ( as specified in Section 7) persons with reduced mobility and any persons accompanying them, unaccompanied minors, and families (maximum of two adults) where at least one child is aged five years or under, shall have the right to care in accordance with section 11.

## **14. FURTHER COMPENSATION**

- 14.1 This section shall apply without prejudice to a passenger's rights under any contract, statute or any other applicable law.

14.2 Without prejudice to relevant principles under any other law, including case law, section 21.1 shall not apply to passengers who have voluntarily surrendered a reservation under section 5.1(a).

## **15. RIGHT OF REIMBURSEMENT**

15.1. In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under these Regulations, no provision of these Regulations may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with any applicable law.

In particular, these Regulations shall in no way restrict the operating air carrier's right to seek reimbursement from a tour operator or any other person with whom the operating air carrier has a contract. Similarly, no provision of these Regulations may be interpreted as restricting the right of a tour operator or a third party, other than a passenger, with whom an operating airline has a contract, to seek reimbursement or compensation from the operating airline in accordance with applicable relevant laws.

## **16. CORRECTION OF MISSPELT NAMES**

Passengers shall not pay any fee for corrections on misspelt names provided it is done 48 hours before the flight.

## **17 OBLIGATION TO INFORM PASSENGERS OF THEIR RIGHTS**

17.1 The operating airline shall ensure that at check-in, a clearly legible notice containing the following text is displayed in a manner clearly visible to passengers: "If you are denied boarding or if your flight is cancelled or delayed for at least one hour, ask the airline officials for a written statement of your rights, particularly with regard to compensation and assistance.

17.2 An airline denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out the procedures for compensation and assistance in line with these Regulations. It shall also provide each passenger affected by a delay of at least one hour with an equivalent notice.

17.3 In respect of illiterate, visually impaired or other persons under disability, the provisions of this Regulation shall be applied using appropriate alternative means.

## **18. RIGHT TO COMPENSATION FOR DELAYED, LOST AND DAMAGED BAGGAGE**

18.1 A passenger shall have the right to his/her baggage carried on the same flight that such passenger takes, subject to the considerations of safety, security, or any other legal and valid cause.

18.2 In case a checked-in baggage has been off-loaded for operational, safety, or security reasons, the air carrier shall inform the passenger at the soonest practicable time and in such manner that the passenger will readily know of the off-loading. If the passenger's baggage has been off-loaded, the air carrier should notify the passenger, even if it had already announced that the baggage would be on the next flight.

18.2.1 The air carrier shall carry the off-loaded baggage in the next flight with available space, and deliver the same to the passenger. The air carrier shall immediately tender an amount to the passenger, as compensation for the inconvenience the latter experienced as follows:

(a) For Domestic flights five thousand Sierra Leone (LE 300) ;

(b) For International flights One hundred and fifty USD (\$150)

**18.3.** Should such baggage, whether carried on the same or a later flight, be lost or suffer any damage attributable to the air carrier, the passenger shall be compensated in accordance with the provisions of the Sierra Leone Civil Aviation Authority Act 2023.

**18.3.1.** For compensation purposes, a passenger's baggage is presumed to have been permanently and totally lost, if within a period of 7 (seven) days for domestic flights and 21 (twenty-one) days, for International flights, counted from the time the passenger or consignee should have received same, the baggage is not delivered to the said passenger or consignee.

**18.4.** Refund of checked baggage fees will also apply, if the baggage is not delivered to the passenger within twenty-four (24) hours from the arrival of flight.

## **19. EXCLUSION OF WAIVER**

19.1 Airlines' obligations to passengers under these Regulations shall not be limited or waived, notably by a derogation or restrictive clause in the contract of carriage.

19.2 If such a derogation or restrictive clause is applied in respect of a passenger, or if the passenger is not correctly informed of his rights and for that reason has accepted compensation which is inferior to that provided for in these Regulations, the passenger shall still be entitled to pursue any available remedies.

**20. MISLEADING ADVERTISING.**

20.1 The Authority shall deem as misleading any advertising or solicitation by an air carrier, tour operator, or an agent of either, for passenger air transportation, a package, or a package component that states a price for such air transportation, package, or package component to be an unfair or deceptive practice, unless the price stated is the entire price to be paid by the passenger to the air carrier, tour operator or agent, for such air transportation, package, or package component

20.2 Every passenger shall, before purchasing any ticket for a contract of carriage by the air carrier or its agents, be entitled to the full, fair, and clear disclosure of all the terms and conditions of the carriage about to be purchased.

The disclosure shall include, among others, documents required to be presented at check-in, provisions on check-in deadlines, refund and rebooking policies, and procedures and responsibility for delayed and/or cancelled flights.

These terms and conditions may include liability limitations, claim-filing deadlines and other crucial conditions.

20.3 Every airline shall file all adverts and promotions with the Authority.

20.4 No airline, tour operator, or an agent of either shall charge or collect any additional fare (whether taxes, commissions, brokerage fees, administrative charges, or any other fees) from passengers not expressly displayed and described in the marketing material or advertisement.

20.5. No airline shall display deceitful departure time at its counter.

**21. COMPLAINTS**

A passenger may lodge a complaint with the Consumer Protection Unit, or any other competent person designated by the Authority, about an alleged infringement of this Part.

**22. PROVISION OF INFORMATION**

22.1 When requested to provide information by the Authority for the purposes of enforcing this Part, an operating airline shall provide such information as the Authority may specify.

22.2 Any information generated by an operating airline in relation to Section 21.1, shall be retained by the airline for a period of not less than two years.



## **23. COMPLAINTS PROCEDURE**

- 23.1** Every airline shall have a designated officer for the purpose of receiving and resolving complaints from its passengers. Such designated officers may liaise with the Authority where necessary.
- 23.2** Every airline shall submit to the Authority its consumer complaint procedure manual which shall be in accordance with its business module.
- 23.3** A Passenger may make a complaint with the Authority against an airline in relation to the breach of air passenger rights as provided in the Regulations by filling and submitting a Complaint Form (available online and at all airports), after the consumer must have notified the air carrier of such a breach and the complaint remains unresolved.
- 23.4** A complaint shall be made in writing or electronically and transmitted to the Authority.
- 23.5** Every complaint shall be accompanied by:
- (a) a copy of the airline ticket (where applicable) ;
  - (b) A copy of the letter to the air carrier stating a claim for breach of air passenger right;
  - (c) any response or responses or correspondence thereto ;
  - (d) Any other relevant document(s).
- 23.6** Where a complaint has been made in a representative capacity, the representative shall provide the complainant's written authority to act on his or her behalf.
- 23.7** Complainants may present a class action before the Authority, but must appoint a representative for the class.

## **24. ASSESSMENT**

- 24.1** The Authority shall cause an investigation to be carried out on the substance of the complaint and the consideration given by the air carrier within a reasonable period of time after the receipt thereof.
- 24.2** In carrying out any assessment under these Regulations, an officer designated by the Authority shall have all the powers of investigation stipulated in Section 17(b) (ii) of The Civil Aviation Act 2023, and in addition may request for submissions to be made by any interested person(s) in relation to a complaint.
- 24.3** *The Authority shall amongst other things :*
- (a) Notify the Respondent that a request has been lodged under these regulations ;
  - (b) Require the Respondent to respond to the complaint within 7 days ;
  - (c) Require the Respondent to describe the procedure it has taken to resolve the matter.

## **25. DETERMINATION OF COMPLAINTS**

- 25.1 After every assessment, the investigator shall make an assessment report and shall make recommendations therein.
- 25.2 Upon a consideration of the assessment report, the nature of the conduct alleged against the Respondent, the extent of the claim by the complainant, public interest and other relevant factors, the Authority shall make a determination in any of the following ways:
- (a) the complaint lacks merit pursuant to which the complaint would be struck out ;
  - (b) the complaint is of such a nature as to advise the parties to resolve the dispute through mediation ;
  - (c) The complaint is of such a nature as to be subjected to the Authority's administrative hearing procedure set out in Section 21.-26.
  - (d) Take any other such actions as the Authority may deem necessary.
- 25.3 The Authority shall give notice of its determination to the interested parties.

## **26. ADMINISTRATIVE HEARING PROCEDURE.**

- 26.1 In the event that the interested parties do not agree to submit to the mediation procedure, the complaint shall be subject to the Administrative Hearing Procedure of the Authority.
- 26.2 If the Authority is of the view that the matter raised in the complaint are those over which any provision of the Act applies, the Authority shall set the complaint for Administrative Hearing.
- 26.3 The Authority shall serve the parties a notice requesting a statement in support of their claim or case together with any evidence in support thereof.
- 26.4 The Complainant shall within 7 days of the receipt of the notice transmit a statement of his case in writing to the Authority and the Respondent together with any evidence to be relied upon.
- 26.5 The Respondent shall within 7 days of the receipt of the Statement of the case of the Complainant, transmit a statement of his case together with any evidence to be relied upon to the Authority and the Complainant.
- 26.6 The Authority shall fix a date for the hearing and shall so inform the complainant and the Respondent.
- 26.7 At every hearing fixed pursuant to these Regulations :
- (a) the person who made the complaint, or in whose behalf it was made, and each person to whom a notice was sent and any other person whose presence at the hearing is considered by the Authority to be desirable, is entitled to attend and participate personally or, in the

case of a company or a firm, be represented by a person who, or by persons each of whom, is a director, officer, or employee of the company or firm; and

(b) A person participating in the hearing in accordance with paragraph

(c) Above is entitled to have another person, who may be a legal practitioner, or other persons present to assist him.

26.8 At every hearing, the Authority shall provide for as little formality and technicality as the requirements of the Act and a proper consideration of the complaint may permit;

(a) Where the complainant fails to appear before the Authority on the date of hearing, the Authority may recommend that the complaint be dismissed for default, or decide it on merit.

(b) Where the Respondent fails to appear before the Authority on the date of hearing, the Authority would make recommendations based on the available records.

26.9 The Authority shall cause such records of the hearing to be made as is sufficient to set out the matters raised by the persons participating in the hearing.

26.10 Every complaint shall be heard as expeditiously as possible and a determination made thereon within a reasonable time after the termination of the hearing.

26.11 (a) No adjournment of hearing shall be granted by the Authority unless sufficient cause is shown and the reasons for grant of adjournment has been recorded in writing by the Authority

(b) The Authority may make such a decision as to the cost for the adjournment as may be considered appropriate.

26.12 The Authority may terminate the hearing after it is satisfied that every person participating in the hearing has been given a reasonable opportunity to state or explain his/her or its position.

26.12.1(a) Where the Authority is of the opinion that no provision of the Act, or any Regulations made thereunder has been violated by the person against whom the complaint was made, the Authority shall make a determination to that effect.

(b) Where the Authority is of the opinion that any provision of the Act, or any Regulations made thereunder has been violated, the Authority shall make a determination to that effect and make recommendations as it deems fit and reasonable to ensure that the violation ceases and that the injured party is accorded a reasonable remedy for his injury.

26.13 The Authority shall on the basis of any recommendations made pursuant to the hearing,

Issue a directive which may relate to:

(a) The payment of compensation or restitution to a complainant;

(b) the payment of fines and/or penalties ;

- (c) The referral of any persons for criminal prosecution; or
- (d) any other directive that may grant redress to a complainant.

26.14 Every directive of the Authority shall be complied with within 30 days of it being issued.

## **27 DEFENCES**

27.1 The Airline shall be relieved of its obligations under 20.4, 20.6, and 20.7 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.

27.2 Without prejudice to 9.1 (a), IS 27.1 sets out certain prescribed events that shall be deemed to satisfy 9.1 (a) and (b).

## **28 RELATIONSHIP WITH THE CONVENTION**

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

**IS 27.1**

***This regulation prescribes events or circumstances that shall be deemed to satisfy 27.1 (b) and (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.