

BOSNIA AND HERZEGOVINA CIVIL AVIATION CONTRACT LAW

CHAPTER I - GENERAL PROVISIONS

Article 1

(Subject)

Subject of this Law are contractual relations related to international transport of passengers, luggage and goods, that is carried out by aircraft for fee.

Article 2

(Terms)

For the purpose of this Law, the following terms mean:

- a) 'airport' means a defined area (including any buildings, installations and equipment) on land or water intended to be used, either wholly or in part, for movement, departure, arrival and stay of aircraft;
- b) 'volunteer' means a person who has presented himself for boarding under the conditions laid down in the Article 3(2) of this Law and responds positively to the air carrier's call for passengers prepared to surrender their reservation in exchange for benefits.
- c) 'ECAA Agreement' means Multilateral Agreement between the European Community and its Member States, the Republic of Albania, Bosnia and Herzegovina, the Republic of Bulgaria, the Republic of Croatia, the former Yugoslav Republic of Macedonia, the Republic of Iceland, the Republic of Montenegro, the Kingdom of Norway, Romania, the Republic of Serbia and the United Nations Interim Administration Mission in Kosovo (Pursuant to UN Security Council Resolution 1244 of 10 June 1999) on establishment of European Common Aviation Area;
- d) 'ticket' means a valid document giving a passenger entitlement to transport, in paper or electronic form, issued or authorised by the air carrier or its authorised agent;
- e) 'Airport Users Committee' means a committee of representatives of airport users or organisations representing them;
- f) 'airport user' means any natural or legal person responsible for the carriage of passengers by air from or to the airport in question;
- g) 'final destination' means destination on the ticket presented at the check-in counter; alternative connecting flights available shall not be taken into account if the original planned arrival time is respected;
- h) 'flight' means
 - 1) with regard to passengers and unchecked baggage, the period of transport of the passengers by aircraft including their boarding and disembarkation,
 - 2) with regard to cargo and checked baggage, the period of transport of baggage and cargo from the moment the baggage or cargo is handed to the air carrier until the moment of delivery to the entitled recipient,
 - 3) with regard to third parties, the use of an aircraft from the moment when power is applied to its engines for the purpose of taxiing or actual take-off until the moment when it is on the surface and its engines have come to a complete stop; additionally, it shall mean the moving of an aircraft by towing and push-back vehicles or by powers which are typical for the drive and the lift of aircraft, particularly air streams;
- i) 'person entitled to reimbursement' is the person declared by the court decision to be the heir a passenger;

- j) "international carriage" means carriage by aircraft in which, according to the agreement between the parties signatories of the Montreal Convention, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two states signatories, or within the territory of a single state signatory if there is an agreed stopping place within the territory of another state, even if that state is not a state signatory party. Carriage between two points within the territory of a single state signatory of the Convention without an agreed stopping place within the territory of another state is not international carriage for the purposes of this Law.
- k) 'Montreal Convention' is the Convention the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Montreal on 28 May 1999;
- l) 'MTOM' means the Maximum Take Off Mass, which corresponds to a certified amount specific to all aircraft types, as stated in the certificate of airworthiness of the aircraft;
- m) 'operating air carrier' means an air carrier that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger;
- n) 'aircraft operator' means the person or entity, not being an air carrier, who has continual effective disposal of the use or operation of the aircraft; the natural or legal person in whose name the aircraft is registered shall be presumed to be the operator, unless that person can prove that another person is the operator;
- o) 'organizer' means the person who, other than occasionally, organizes packages and sells or offers them for sale, whether directly or through a retailer;
- p) 'disabled person' or 'person with reduced mobility' means any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers;
- r) 'cancellation' means the non-operation of a flight which was previously planned and on which at least one place was reserved.
- s) 'package' means the pre-arranged combination of not fewer than two of the items specified under Article 79 of the Bosnia and Herzegovina Consumer Protection Law ('BiH Official Gazette', No: 25/06);
- t) 'baggage' unless otherwise specified, means checked and unchecked baggage pursuant to Article 17(4) of the Montreal Convention;
- u) 'passenger' means a person, who on the basis of the contract, is entitled to carriage by aircraft;
- v) 'scheduled air service' means a series of flights possessing all the following characteristics:
 - 1) on each flight seats and/or capacity to transport cargo and/or mail are available for individual purchase by the public either directly from the air carrier or from its authorised agents;
 - 2) it is operated so as to serve traffic between the same two or more points, or
 - 3) are performed according to a published timetable, or
 - 4) with flights so regular or frequent that they constitute a recognisably systematic series;
- z) 'reservation' means the fact that the passenger has a ticket, or other proof, which indicates that the reservation has been accepted and registered by the air carrier or tour operator;
- aa) 'SDR' shall mean a Special Drawing Right as defined by the International Monetary Fund;
- bb) 'third country' is any country that is not signatory of ECAA Agreement;

cc) "tour operator", excluding the air carrier, means organiser of carriage in accordance with the Bosnia and Herzegovina Consumer Protection Law;

dd) 'contract' is the agreement linking the consumer to the organiser and/or the retailer;

ee) elapsed journey time shall mean the time difference between scheduled departure and arrival time

ff) 'airport managing body' or 'managing body' is the body, pursuant to the Bosnia and Herzegovina Aviation Law ('Official Gazette of BiH', No. 39/09), whose principal objective is the management of the airport and airport infrastructure and coordination and control of activities of different operators present at the airport or airport system;

gg) '*denied boarding*' means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions laid down in Article 3 paragraph (2) of this Law, except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;

hh) '*successive carrier*' is the carrier that on the basis of contract of carriage, concluded by the first carrier, performs part of that carriage with agreement of passenger or retailer;

ii) 'air carrier' means an air transport undertaking, holding a valid operating licence;

jj) 'air carrier of a State Signatory of ECAA Agreement' means an air carrier holding valid operating licence granted by a responsible body of a state signatory of ECAA Agreement in accordance with provisions of the Rulebook on Air carriers' Certificate and Common Rules for Performance of Air Carriage (Official Gazette of BiH, No. 66/10).

Article 3

(Scope)

(1) This Law shall apply to passengers who:

a) depart from airports in the territory of Bosnia and Herzegovina, Signatory of ECAA Agreement (hereafter: ECAA area);

b) to passengers departing from an airport located in a third country to an airport situated in the territory of Bosnia and Herzegovina, unless they received benefits or compensation and were given assistance in that third country, if the operating air carrier of the flight concerned is a carrier from a state signatory of ECAA Agreement.

(2) This Law shall apply providing that:

a) Passengers have a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in Article 30 of this Law, present themselves for check-in:

1) In a manner and at the time stipulated by the carrier, the tour operator or an authorized travel agent, or

2) if no time is indicated, not later than 45 minutes before the published departure time;

b) Passengers have been transferred by an air carrier or tour operator from the flight for which they held a reservation to another

flight, irrespective of the reason.

- (3) This law shall apply to passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier or tour operator.
- (4) This Law shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public.
- (5) This Law shall apply to any operational air carrier providing carriage to passengers covered by paragraphs (1) and (2) of this Article. Where an operating air carrier which has no contract with the passenger performs obligations under this Law, it shall be regarded as doing so on behalf of the person having a contract with that passenger.
- (6) Provisions of this Law shall not affect rights of passengers envisaged under the Bosnia and Herzegovina Consumer Protection Law ('BiH Official Gazette', No: 25/06).
- (7) This law shall not apply in cases where a package tour is cancelled for reasons other than cancellation of the flight.

Article 4

(Carriage conducted by the state and carriage of postal consignments)

- (1) This Law shall also apply to the State and Entities' aircraft providing that conditions specified under Article 1 of this Law have been met.
- (2) When carrying postal consignments, the operator shall be responsible only to the concerned postal administration in accordance with regulations applied to relations between operators and postal administration.
- (3) Except for cases specified under paragraph (2) of this Article, provisions of this Law shall not apply to carriage of postal consignments.

CHAPTER II DOCUMENTATION AND RESPONSIBILITIES OF AIR CARRIER IN RESPECT OF CARRIAGE OF PASSENGERS, BAGGAGE AND CARGO

Article 5

(Passengers and baggage)

- (1) For carriage of passengers, the air carrier shall issue an individual or group travel ticket containing:
 - a) place of departure and destination;
 - b) if the places of departure and destination are within the territory of a single state, one or more stopping places being within the territory of another state, an indication of at least one such stopping place.
- (2) In respect of carriage of passengers, an air carrier may issue a document different from the one specified under paragraph (1) of this Article, which shall contain information specified under paragraph (1), points a) and b) of this Article and the passengers shall be presented a written declaration containing this information.

- (3) The air carrier shall issue to passenger an identification tag for each piece of registered baggage.
- (4) The air carrier shall issue to passenger written notification on limit of liability of the air carrier in the event of death or bodily injury suffered by a passenger or damage and delay of baggage.
- (5) Provisions of this Law shall also apply in cases when air carrier does not act in accordance with paragraphs (1) points a) and b), (2), and (4) of this Article.

Article 6

(Cargo)

- (1) For carriage of cargo, the air carrier shall issue a waybill.
- (2) Any other document containing report on carriage may be replaced by an air waybill. If such documents are used, air carrier shall upon request of consignor issue to consignor receipt of cargo, allowing for identification of consignment and access to information contained in the report specified in the mentioned document.

Article 7

(Contents of the air waybill or receipt of cargo)

- (1) The air waybill or receipt of cargo shall contain the following:
 - a) the place of departure and of destination;
 - b) if the places of departure and destination are within the territory of a single state signatory, one or more stopping places being within the territory of another state, an indication of at least one such stopping place; and
 - c) indication of the weight of the consignment.

Article 8

(Document related to nature of cargo)

When needed to comply with customs, police or other formalities, the consignor may be requested to present a document indicating the nature of carried cargo.

Article 9

(Description of air waybill)

- (1) The air waybill shall be made out by the consignor in three original copies.
- (2) The first copy shall be marked 'for the operator' and shall be signed by the consignor. The second copy shall be marked 'for the consignee' and shall be signed by the consignor and by operator. The third copy shall be signed by the operator and handed over to the consignor after delivery of goods.
- (3) Signature of the operator and consignor may be printed or a facsimile may be placed. If, at the request of the consignor, the air carrier makes out the waybill, the operator shall be deemed to have done so on behalf of the consignor.

Article 10

(Documentation for multiple packages)

In the event when there are more than one package:

- a) Carrier may require consignor to issue separate air waybills;
- b) Consignor may require the carrier to deliver separate receipts of cargo when other documents specified in Article 6 paragraph (2) of this Law are used.

Article 11

(Non-compliance with requirements contained in documentation)

Noncompliance with provisions of Articles 6 and 10 of this Law shall not affect the validity of the contract of carriage of goods to which, regardless of the above, provisions of this Law shall apply.

Article 12

(Responsibility for information in the documentation)

- (1) The consignor shall be responsible for precision and correctness of particulars and statements related to the goods that he enters into the waybill or that are on his behalf entered into the waybill, or that he has furnished to the air carrier to enter them into the receipts on goods handed over or into the report furnished through the document described in Article 6, paragraph (2) of this Law.
- (2) Provision of paragraph (1) of this Article shall also apply in the event that the person conducting duties on behalf of the consignor is at the same time representative of the air carrier.
- (3) The consignor shall be responsible for all damages suffered by the carrier, including the damages for which the carrier is liable to the third parties, by the reason of irregularity or incorrectness of particulars or documents specified under paragraph (1) of this Article. The consignor shall be released from liability for the caused damages if proved that the damage was caused by the air carrier or a person acting on its behalf, or that the damage was caused by a third party by entering imprecise and incorrect particulars and statements on receipts of cargo or in the report that is furnished together with documents described in Article 6 paragraph (2) of this Law.
- (4) The consignor shall be responsible for damage suffered by persons, aircraft and other goods inflicted by properties of goods handed over for carriage if those properties were not known or should not have been known to the carrier.

Article 13

(Documentation proving the value)

- (1) The waybill or the receipt of handed-over cargo shall be the proof of the concluded contract, receipt of goods and terms and conditions of carriage.
- (2) Any particulars entered into the waybill or receipt of cargo concerning the weight, dimensions and packing, as well as those concerning the number of packages, shall be deemed to be evidence of accuracy of the entered particulars.
- (3) Any particulars entered into the waybill or receipt of cargo concerning the quantity, volume, and condition of goods, if checked by air carrier and indicated so in the waybill, or apparent condition of goods and packaging, shall be deemed to be evidence of accuracy of the entered particulars.

Article 14

(Right to dispose of goods)

- (1) The consignor shall have the right to dispose of goods by returning them to the departing or destination airport, or to stop the goods in the course of the journey at any landing, or call for goods

to be delivered at the place of destination, or to a person other than the originally designated consignee or require the goods to be returned to the airport of departure. The consignor shall not exercise the right to dispose of goods in a way that may endanger the air carrier or other consignors and shall repay any expenses occasioned by exercising of this right.

- (2) If impossible to carry out orders of the consignor, the air carrier shall inform the consignor thereof.
- (3) If the air carrier obeys the order of the consignor for disposition of goods without the production of the third copy of the waybill, pursuant to Article 9, paragraph (2) of this Law, it shall be liable for damages caused thereby to the person who is lawfully in possession of the third copy of the waybill.
- (4) Without prejudice to provision of paragraph (3) of this Article, the operator shall be entitled to recover the paid amount from the consignor.
- (5) If it is impossible to carry out the orders for the disposition of goods or if that would cause damage to the operator or persons in possession of the right for disposition of other goods, the operator shall inform the consignor thereof.
- (6) The consignor's right to dispose of goods shall cease at the moment when the consignee's right to dispose of goods starts pursuant to Article 15 of this Law. If the consignee fails to take over the goods, or if impossible to contact him, the right to dispose shall belong to the consignor.

Article 15

(Delivery of goods)

- (1) Except when the consignor has exercised his right in accordance with Article 14 of this Law, the consignee shall be entitled, upon arrival of goods to the destination, to require the operator to deliver the goods and shall be entitled to compensation of costs and to compliance with terms of carriage.
- (2) Unless otherwise agreed, the operator shall be obliged to inform the consignee as soon as cargo arrives.
- (3) If the carrier admits the loss of the goods, or if the goods have not arrived at the place of destination at the expiration of seven days after the date on which they ought to have arrived, the consignee shall be entitled to compensation of damage in accordance with the terms of carriage.

Article 16

(Enforcement of the rights of consignor and consignee)

The consignor and the consignee can respectively enforce all the rights given to them by Articles 14 and 15 of this Law each in its own name, whether it is acting in its own interest or in the interest of another, provided that it carries out the obligations imposed by the contract of carriage.

Article 17

(Relations between third parties)

- (1) Provisions of Articles 14, 15 and 16 of this Law shall apply to relations between the consignor and the consignee and also to the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.
- (2) The right to dispose of cargo, delivery of cargo and enforcement of rights of consignor and consignee can only be varied by 'express' provision in the air waybill or the cargo receipt.

Article 18

(Formalities of customs, police or other public authorities)

- (1) The consignor must furnish such information and such documents as are necessary to meet the formalities of customs, police and any other public authorities before the cargo can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, its servants or agents.
- (2) The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

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

Article 19

(Liability of air carrier)

- (1) Liability of air carrier from ECAA area, with regard to passengers and their baggage is defined by provisions of this Law.
- (2) Obligatory insurance of air carriers of ECAA area shall mean insurance to appropriate limit that provides for payment of whole amounts to all persons entitled to damage compensation in accordance with this Law and Article 4, point (h) of APPENDIX 1 to the Rulebook on Air carrier's Certificate and Common Rules for Air Carriage (Official Gazette of BiH, No. 66/10).

Article 20

(Death or injury of passenger)

- (1) The carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
- (2) Air carrier from ECAA area without delay, and not later than 15 days upon identification of natural person entitled to claim compensation, shall make advance payments, proportionate to damages suffered, to such person in order for the person to meet the immediate economic needs.
- (3) In the event of death, this advance payment shall not be less than equivalent of 16000 SDRs in convertible marks per passenger.
- (4) An advance payment shall not constitute recognition of liability of air carrier.
- (5) In the event of advance payment, it shall be offset against any subsequent sums paid on the basis of ECAA area air carrier liability.
- (6) The advance payment shall not be returned or compensated, except in the cases prescribed in Article 24 of this Law or where the person who received the advance payment was not the person entitled to compensation.

Article 21

(Damage to baggage)

- (1) The carrier liable for damage sustained in case of damage or loss of checked baggage upon condition only that the event which caused the loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.
- (2) If the carrier admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of twenty-one days after the date on which it ought to have arrived, the passenger is entitled to compensation of damage in accordance with this Law and the contract of carriage.

Article 22

(Damage to cargo)

- (1) The carrier is liable for damage sustained in the event of the destruction or loss of or damage to, cargo upon condition only that the event which caused the damage so sustained took place during the carriage by air.
- (2) However, the carrier is not liable if and to the extent it proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:
 - a) inherent defect, quality or vice of that cargo,
 - b) defective packing of that cargo performed by a person other than the carrier or its servants or agents,
 - c) an act of war or an armed conflict,
 - d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.
- (3) The carriage by air within the meaning of paragraph (1) of this Article comprises the period during which the cargo is in the charge of the carrier.
- (4) The period of the carriage by air does not extend to any carriage by land, by sea or by inland waterway performed outside an airport. If, however, such carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air. If a carrier, without the consent of the consignor, substitutes carriage by another mode of transport for the whole or part of a carriage intended by the agreement between the parties to be carriage by air, such carriage by another mode of transport is deemed to be within the period of carriage by air.

Article 23

(Delay)

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

Article 24

(Exoneration)

If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, the carrier shall be exonerated from

its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

Article 25

(Compensation in case of death or injury of passengers)

- (1) The carrier shall not be able to exclude or limit its liability for damages arising under Article 20, paragraph (1) of this Law for damages not exceeding 113.100 Special Drawing Rights for each passenger.
- (2) The carrier shall not be liable for damages arising under Article 20, paragraph (1) of this Law for damages that exceed 113.100 SDR for each passengers, if it proves that:
 - a) such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
 - b) such damage was solely due to the negligence or other wrongful act or omission of a third party.

Article 26

(Limits of liability in relation to delay of baggage and cargo)

- (1) In the case of damage caused by delay as specified in Article 23 of this Law, the liability of the carrier for each passenger is limited to 4,694 SDR.
- (2) The liability of the carrier in the case of destruction, loss, damage or delay in carriage of baggage is limited to 1.131 SDR for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration on value of the baggage and has paid a supplementary sum.
- (3) In case specified under paragraph (2) of this Article, the carrier will be liable to pay a sum not exceeding the declared sum.
- (4) In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or delay is limited to a sum of 19 SDR per kilogramme, unless the consignor has made, at the time when the cargo was handed over to the carrier, a special declaration on value of cargo and has paid a supplementary sum. In that case the carrier will be liable to pay a sum not exceeding the declared sum.
- (5) In the case of destruction, loss, damage or delay of part of the cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the destruction, loss, damage or delay of a part of the cargo, or of an object contained therein, affects the value of other packages covered by the same air waybill, or the same receipt or by the same record preserved by the other means referred to in Article 6, paragraph (2) of this Law, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.
- (6) Provisions of paragraphs (1) and (2) of this Article shall not apply if the damage was caused with intent or resulted from an act or omission or mistake of the carrier, its servants or agents.

Article 27

(Conversion of Monetary Units)

Conversion of SDR sums into convertible marks (BAM) shall be calculated in accordance with the method of valuation applied by the International Monetary Fund, in effect at the date of the judgment for damage compensation.

.Article 28

(Liability of air carrier in the event of denied boarding and of cancellation or long delay of flights)

This Law establishes, under the conditions specified herein, minimum rights for passengers when:

- a) they are denied boarding against their will;
- b) their flight is cancelled;
- c) their flight is delayed.

Article 29

(Denied boarding)

- (1) When an operating air carrier reasonably expects to deny boarding on a flight, it shall first call for volunteers to surrender their reservations in exchange for benefits under conditions to be agreed between the passenger concerned and the operating air carrier. Volunteers shall be assisted in accordance with Article 33 of this Law, such assistance being additional to the benefits mentioned in this paragraph.
- (2) If an insufficient number of volunteers comes forward to allow the remaining passengers with reservations to board the flight, the operating air carrier may then deny boarding to passengers against their will.
- (3) If boarding is denied to passengers against their will, the operating air carrier shall immediately compensate them in accordance with Article 32 of this Law and assist them in accordance with Articles 33 and 34 of this Law.

Article 30

(Cancellation)

- (1) In case of cancellation of a flight the passengers concerned shall:
 - (a) be offered assistance by the operating air carrier in accordance with Article 33 of this Law; and
 - (b) be offered assistance by the operating air carrier in accordance with Article 34, paragraph (1) point a) and Article 34 paragraph (2) of this Law, as well as, in event of rerouting 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 Article 34, paragraph (1) point b) and Article 34, paragraph (1) point c) of this Law; and
 - (c) have the right to compensation by the operating air carrier in accordance with Article 32 of this Law, unless:
 - 1) they are informed of the cancellation at least two weeks before the scheduled time of departure; or
 - 2) they are informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no 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;
- 3) 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 no 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.
- (2) When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.
 - (3) An operating air carrier shall not be obliged to pay compensation in accordance with Article 32 of this Law if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.
 - (4) The burden of proof concerning the questions as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating air carrier.

Article 31

(Delay)

- (1) When an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:
 - a) for two hours or more in the case of flights of 1 500 kilometres or less; or
 - b) for three hours or more in the case of flights within ECAA area, between 1500 and 3500 kilometres; or
 - c) for four hours or more in the case of all flights not falling under (a) or (b), passengers shall be offered by the operating air carrier:
 - 1) assistance by the operating air carrier in accordance with Article in Article 34, paragraph (1) point a) and Article 34, paragraph (2) of this Law; and
 - 2) assistance by the operating air carrier in accordance with Article in Article 34, paragraph (1) point b) and Article 34, paragraph (1) point c) of this Law, when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight; and
 - 3) the assistance as specified in Article 33, paragraph (1) point a) of this Law, for the delay of at least four hours.
 - 4) In any event, the assistance shall be offered within the time limits set out in paragraph (1) of this Article, with respect to each distance bracket.

Article 32

(Right to compensation)

- (1) Passengers shall receive compensation amounting to:
 - a) EURO 250 for all flights of 1 500 kilometres or less;
 - b) EURO 400 for flights within ECAA area of more than 1 500 kilometres, and for all other flights between 1 500 and 3 500 kilometres;
 - c) EURO 600 for all flights not falling under point (a) or (b) of this paragraph

- (2) In determining the distance, the basis shall be the last destination at which the denial of boarding or cancellation will delay the passenger's arrival after the scheduled time.
- (3) The compensation expressed in Euros shall be paid in the equivalent amount in convertible marks (BAM). Basis for calculation of compensation in Euros, to be paid in BAM, shall be the equivalent of foreign currency value expressed in BAM in accordance with the valuation applied by the Central Bank in effect at the date of the calculation.
- (4) When passengers are offered re-routing to their final destination on alternative flight in accordance with Article 33 of this Law, and the arrival time of which does not exceed the scheduled arrival time of the flight originally booked:
 - a) by two hours, in respect of all flights of 1 500 kilometres or less; or;
 - b) three hours, in respect of all flights within ECAA area of more than 1 500 kilometres and for all other flights between 1 500 and 3 500 kilometres; or
 - c) by four hours, in respect of all flights not falling under (a) or (b), the operating air carrier may reduce the compensation provided for in paragraph (1) of this Article by 50 %.
- (5) The compensation referred to in paragraph 1 of this Article 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 and/or other services.
- (6) The distances given in paragraphs 1 and 2 shall be measured by the great circle route method.

Article 33

(Right to reimbursement or re-routing)

- (1) Passengers shall be offered the choice between:
 - a) reimbursement within seven days, by the means provided for in Article 32, paragraph (3) of this Law, of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity;
 - b) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or
 - c) re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.
- (2) Paragraph (1), point a) of this Article shall also apply to passengers whose flights form part of a package, except for the right to reimbursement where such right arises from the Bosnia and Herzegovina Consumer Protection Law.
- (3) When, in the case where a town, city or region is served by several airports, 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 that for which the booking was made, or to another close-by destination agreed with the passenger.

Article 34

(Right to care)

- (1) Passengers shall be offered free of charge:
 - a) meals and refreshments in a reasonable relation to the waiting time;
 - b) hotel accommodation in cases:
 - 1) where a stay of one or more nights becomes necessary, or
 - 2) where a stay additional to that intended by the passenger becomes necessary;
 - c) transport between the airport and place of accommodation (hotel or other).
- (2) In addition, passengers shall be offered free of charge two telephone calls, telex or fax messages, or e-mails.
- (3) In applying this Article, the operating air carrier shall pay particular attention to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied children.

Article 35

(Upgrading and downgrading)

- (1) If an operating air carrier places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.
- (2) If an operating air carrier places a passenger in a class lower than that for which the ticket was purchased, it shall within seven days, by the means provided for in Article 32, paragraph (3) of this Law, reimburse:
 - a) 30 % of the price of the ticket for all flights of 1 500 kilometres or less, or
 - b) 50 % of the price of the ticket for all flights within ECAA area of more than 1 500 kilometres and for all other flights between 1 500 and 3 500 kilometres, or
 - c) 75 % of the price of the ticket for all flights not falling under (a) or (b), of this paragraph.

Article 36

(Further compensation)

- (1) This Law shall apply without prejudice to a passenger's rights to further compensation. The compensation granted under this Law may be deducted from such compensation.
- (2) Paragraph 1 of this Article shall not apply to passengers who have voluntarily surrendered a reservation under Article 29, paragraph (1) of this Law.

Article 37

(Right of redress)

- (1) In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under this Law, it shall be entitled to seek compensation from any person, including third parties, in accordance with the law applicable.
- (2) This Law shall in no way restrict the operating air carrier's right to seek reimbursement from a tour operator or another person with whom the operating air carrier has a contract.

- (3) Provisions of this Law shall not restrict the right of a tour operator or a third party, other than a passenger, with whom an operating air carrier has a contract, to seek reimbursement or compensation from the operating air carrier in accordance with applicable relevant laws.

Article 38

(Obligation to inform passengers of their rights)

- (1) The operating air carrier 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 two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance'.
- (2) An operating air carrier denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out the rules for compensation and assistance in line with this Law.
- (3) It shall also provide each passenger affected by a delay of at least two hours with an equivalent notice. The contact details of the national designated body referred to in Article 40 of this Law shall also be given to the passenger in written form.
- (4) An operating air carrier shall use appropriate alternative means to inform blind and visually impaired persons.

Article 39

(Exclusion of waiver)

- (1) This Law shall ban every waiving of obligations of the operating air carrier.
- (2) In the event that the operating air carrier acts contrary to paragraph 1) of this Article, or does not inform, or incorrectly informs the passenger of his/her rights, the passenger shall still be entitled to take the necessary proceedings before the competent court.

Article 40

(Body responsible for actions regarding protection of passengers' rights)

- (1) Pursuant to this Law, the Directorate of Civil Aviation of Bosnia and Herzegovina (hereinafter: BHDCA) shall be the body responsible for actions regarding passengers, travelling by air, whose rights have been endangered.
- (2) Each passenger travelling from an airport in Bosnia and Herzegovina to airports in ECAA area and vice versa, and each passenger travelling from an airport in Bosnia and Herzegovina to airports in third countries and vice versa may complain to BHDCA over infringement of his/her rights under this Law.
- (3) Pursuant to this Law, BHDCA shall issue a separate regulation defining the procedure for acting in accordance with complaints of passengers whose rights, determined by this Law, have been endangered.

Article 41

(Limitations clause)

An operating air carrier may in a contract of carriage prescribe higher amounts of liability compensation than those prescribed by this Law.

Article 42

(Nullity of contract provisions)

Any provision of a contract on carriage of passengers, baggage or cargo releasing the operator from liability or determining lower level of liability from that prescribed by this Law is null and void and shall have no legal effect. Nullity of such provision of contract on carriage of passengers, baggage or cargo shall not affect validity of other contract provisions subject to provisions of this Law.

Article 43

(Freedom of contract)

- (1) Air carrier shall refuse to conclude a carriage contract contrary to this Law.
- (2) Air carrier may set a different carriage contract conditions if they are not contrary to the provisions of this Law.
- (3) All air carriers shall, when selling carriage by air in the ECAA area, ensure that a summary of the main provisions governing liability for passengers and their baggage, including deadlines for filing an action for compensation and the possibility of making a special declaration for baggage, is made available to passengers at all points of sale, including sale by telephone and via the Internet. In order to comply with this information requirement, air carriers shall use the notice contained in Article 44 of this Law. Such summary or notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of this Law.
- (4) In addition to the information requirements set out in paragraph (1), all air carriers shall in respect of carriage by air provided or purchased, provide each passenger with a written indication of:
 - a) the applicable limit for that flight on the carrier's liability in respect of death or injury, if such a limit exists;
 - b) the applicable limit for that flight on the carrier's liability in respect of destruction, loss of or damage to baggage and a warning that baggage greater in value than this figure should be brought to the airline's attention at check-in or fully insured by the passenger prior to travel;
 - c) the applicable limit for that flight on the carrier's liability for damage occasioned by delay.
- (5) In the case of all carriage performed by ECAA air carriers, the limits indicated in accordance with the information requirements of paragraphs (1) and (2) shall be those established by this Law unless the ECAA air carrier applies higher limits by way of voluntary undertaking.
- (6) In the case of all carriage performed by non-ECAA air carriers, paragraphs (1) and (2) of this Article shall apply only in relation to carriage to, from or within the ECAA area.

Article 44

(Information notice on air carrier's liability for passengers and their baggage)

This information notice on the liability of air carrier for passengers and their baggage, which air carrier shall provide passengers with, shall read:

"This information notice summarises the liability rules applied by ECAA air carriers as required by provisions of Bosnia and Herzegovina Civil Aviation Contract Law and the Montreal Convention.

(1) Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. The air carrier cannot contest claims for compensation for damages up to 113.100 SDR (approximate amount in local currency).

Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

(2) Advance payments

- a) If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16 000 SDRs (approximate amount in local currency).
- b) An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of ECAA air carrier liability, but is not returnable, except in the cases when air carrier proves that the damage was caused or contributed to by the killed or injured passenger, this air carrier may be released from liability, in whole or in part, in accordance with the applicable laws, or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

(3) Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4.694 SDRs (approximate amount in local currency).

(4) Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1.131SDRs (approximate amount in local currency).

(5) Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1 131 SDRs (approximate amount in local currency). In the case of checked baggage, air carrier is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

(6) Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

(7) Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

(8) Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

(9) Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

(10) Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999 and Bosnia and Herzegovina Civil Aviation Contract Law.

Article 45

(Basis for a claim for compensation)

Any claim for damage compensation by a person entitled to damage compensation on the basis of this Law, contract of carriage or resulting from ruling on criminal act shall be subject to conditions and liability limits in a manner defined by this Law.

Article 46

(Servants and agents of air carrier)

- (1) If an action is brought against a servant or agent of the carrier arising out of damage pursuant to this Law, such servant or agent, if they prove that they acted within the scope of their employment, shall be entitled to avail themselves of the conditions and limits of liability which the carrier itself is entitled to invoke under this Law.
- (2) The aggregate of the amounts for damage recoverable from the carrier, its servants and agents, in that case, shall not exceed the limits determined under this Law.
- (3) Save in respect of the carriage of cargo, the provisions of paragraphs (1) and (2) of this Article shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

Article 47

(Timely Notice of Complaints)

- (1) Receipt by the person entitled to delivery of checked baggage or cargo without complaint is *prima facie* evidence that the same has been delivered in good condition and in accordance with the document of carriage or with the record preserved by the other means referred to in paragraph (2) of Article (5) and paragraph (2) of Article (6).
- (2) In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of checked baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his or her disposal.
- (3) Every complaint must be made in writing and given or dispatched within the times aforesaid.
- (4) If no complaint is made within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on its part.

Article 48

(Death of Person Liable)

In the case of the death of the person liable, an action for damages shall be filed against those legally representing his or her estate.

Article 49

(Jurisdiction)

- (1) An action for damages shall be brought to the responsible court in the territory of Bosnia and Herzegovina.
- (2) In respect of damage resulting from the death or injury of a passenger, an action may be brought before a competent court in the territory of Bosnia and Herzegovina, or in the territory of a state in which at the time of the accident the passenger has his or her principal and permanent residence and to or from which the carrier operates services for the carriage of passengers by air, either on its own aircraft, or on another carrier's aircraft pursuant to a commercial agreement, and in which that carrier conducts its business of carriage of passengers by air from premises leased or owned by the carrier itself or by another carrier with which it has a commercial agreement.

Article 50

(Arbitration)

- (1) Subject to the provisions of this Article, the parties to the contract of carriage for cargo may stipulate that any dispute relating to the liability of the carrier under this Law shall be settled by arbitration. Such agreement shall be in writing.
- (2) The arbitration proceedings shall, at the option of the claimant, take place within one of the jurisdictions referred to in Article 49 of this Law.
- (3) The arbitrator or arbitration tribunal shall apply the provisions of this Law.
- (4) The provisions of paragraphs (2) and (3) of this Article shall be deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith shall be annulled.

Article 51

(Successive Carriage)

- (1) Successive carriers shall be obliged to abide by the provisions of this Law.
- (2) The passenger or any person entitled to compensation in respect of him or her can take action only against the carrier which performed the carriage during which the accident, occurrence or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.
- (3) As regards baggage or cargo, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier which performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

Article 52

(Right of recourse against third parties)

If during the carriage the damage to passenger, baggage or cargo has been caused by a third party, the air carrier which compensated the damage to passenger or to a person entitled to compensation shall be entitled to initiate a recourse action against the third party that caused the damage.

CHAPTER IV. PERSONS WITH REDUCED MOBILITY AND DISABLED PERSONS

Article 53

(Passengers with reduced mobility or disabled passengers)

- (1) Air carrier shall give priority to passengers with reduced mobility or disabled passengers and persons accompanying them as well as to children travelling unaccompanied by parents or legal guardians when transporting them, during embarking and disembarking the aircraft.
- (2) In case of denied boarding, cancellation or flight delay of any length, air carrier shall provide right to care to persons under paragraph (1) of this Article in accordance with Article 34 of this Law.
- (3) This Law establishes the rules for provision of assistance to passengers under paragraph (1) of this Article, without discrimination.
- (4) Provisions of this Law apply to passengers under paragraph (1) of this Article who use commercial passenger air services on departure from, on transit through, or on arrival at an airport, when the airport is in the territory of Bosnia and Herzegovina.
- (5) This Law shall not affect the rights of passengers determined in Articles 79 to 90 of the Bosnia and Herzegovina Consumer Protection Law and rights of passengers determined in Articles 28 to 31 of this Law.

Article 54

(Prevention of refusal of carriage)

An air carrier or its agent, when transporting passengers under Article 53, paragraph (1) of this Law shall:

- a) accept a reservation for a flight departing from or arriving at an airport to which this Law applies;
- b) embark a passenger at such an airport, provided that the person concerned has a valid ticket and reservation.

Article 55

(Derogations, special conditions and information)

- (1) Notwithstanding the provisions of Article 54 of this Law an air carrier or its agent or a tour operator may refuse, on the grounds of disability or of reduced mobility, to accept a reservation from or to embark a disabled person or a person with reduced mobility:
 - a) in order to meet applicable safety requirements established by international law, ECAA Agreement, Bosnia and Herzegovina Aviation Law or in order to meet safety requirements established by the authority that issued the air operator's certificate (AOC) to the air carrier;

- b) if the size of the aircraft or its doors makes the embarkation or carriage of that disabled person or person with reduced mobility physically impossible.
- (2) In the event of refusal to accept a reservation on the grounds referred to under points (a) or (b) of this Article, the air carrier, its agent or the tour operator shall make reasonable efforts to propose an acceptable alternative to the person in question.
 - (3) A disabled person or a person with reduced mobility who has been denied embarkation on the grounds of his or her disability or reduced mobility and any person accompanying this person pursuant to paragraph (2) of this Article shall be offered the right to reimbursement or re-routing as provided for in Article 33 of this Law. The right to the option of a return flight or re-routing shall be conditional upon all safety requirements being met.
 - (4) Under the same conditions referred to in paragraph (1), point a) of this Article, an air carrier or its agent or a tour operator may require that a disabled person or person with reduced mobility be accompanied by another person who is capable of providing the assistance required by that person.
 - (5) An air carrier or its agent shall make publicly available, in accessible formats and in at least the same languages as the information made available to other passengers, the safety rules that it applies to the carriage of disabled persons and persons with reduced mobility, as well as any restrictions on their carriage or on that of mobility equipment due to the size of aircraft. A tour operator shall make such safety rules and restrictions available for flights included in package travel, package holidays and package tours which it organises, sells or offers for sale.
 - (6) When an air carrier or its agent or a tour operator exercises a derogation under paragraphs (1) or (2) of this Article, it shall immediately inform the disabled person or person with reduced mobility of the reasons therefore. On request, an air carrier, its agent or a tour operator shall communicate these reasons in writing to the disabled person or person with reduced mobility, within five working days of the request.

Article 56

(Designation of points of arrival and departure)

- (1) In cooperation with airport users, through the Airport Users Committee and relevant organizations representing disabled persons and persons with reduced mobility, the managing body of an airport shall, taking account of local conditions, designate points of arrival and departure within the airport boundary or at a point under the direct control of the managing body, both inside and outside terminal buildings, at which disabled persons or persons with reduced mobility can, with ease, announce their arrival at the airport and request assistance.
- (2) The points of arrival and departure referred to in paragraph (1) of this Article, shall be clearly signed and shall offer basic information about the airport, in accessible formats.

Article 57

(Transmission of information)

- (1) Air carriers, their agents and tour operators shall take all measures necessary for the receipt, at all their points of sale in the territory of the states signatories of ECAA Agreement, including sale by telephone and via the Internet, of notifications of the need for assistance made by disabled persons or persons with reduced mobility. ⁽⁵⁾

- (2) When an air carrier or its agent or a tour operator receives a notification of the need for assistance at least 48 hours before the published departure time for the flight, it shall transmit the information concerned at least 36 hours before the published departure time for the flight:
 - a) to the managing bodies of the airports of departure, arrival and transit, and,
 - b) to the operating air carrier, if a reservation was not made with that carrier, unless the identity of the operating air carrier is not known at the time of notification, in which case the information shall be transmitted as soon as practicable.
- (3) In all cases other than those mentioned in paragraph (2) of this Article, the air carrier or its agent or tour operator shall transmit the information as soon as possible.
- (4) As soon as possible after the departure of the flight, an operating air carrier shall inform the managing body of the airport of destination, if situated in the territory of ECAA area, of the number of disabled persons and persons with reduced mobility on that flight requiring assistance specified in Article 67 of this Law and of the nature of that assistance.

Article 58

(Right to assistance at airports)

- (1) When a disabled person or person with reduced mobility arrives at an airport for travel by air, the managing body of the airport shall be responsible for ensuring the provision of the assistance specified in Article 67 of this Law in such a way that the person is able to take the flight for which he or she holds a reservation, provided that the notification of the person's particular needs for such assistance has been made to the air carrier or its agent or the tour operator concerned at least 48 hours before the published time of departure of the flight. This notification shall also cover a return flight, if the outward flight and the return flight have been contracted with the same air.
- (2) Where use of a recognised assistance dog is required, this shall be accommodated provided that notification of the same is made to the air carrier or its agent or the tour operator in accordance with applicable national rules covering the carriage of assistance dogs on board aircraft, where such rules exist.
- (3) If no notification is made in accordance with paragraph (1) of this Article, the managing body shall make all reasonable efforts to provide the assistance specified in Article 67 of this Law in such a way that the person concerned is able to take the flight for which he or she holds a reservation.
- (4) The provisions of paragraph 1 shall apply on condition that:
 - a) the person presents himself or herself for check-in:
 - 1) at the time stipulated in advance and in writing (including by electronic means) by the air carrier or its agent or the tour operator, or
 - 2) if no time is stipulated, not later than one hour before the published departure time, or
 - b) the person arrives at a point within the airport boundary designated in accordance with Article 56 of this Law:
 - 1) at the time stipulated in advance and in writing (including by electronic means) by the air carrier or its agent or the tour operator, or
 - 2) if no time is stipulated, not later than two hours before the published departure time.
- (5) When a disabled person or person with reduced mobility transits through an airport to which this Law applies, or is transferred by an air carrier or a tour operator from the flight for which he or she holds a reservation to another flight, the managing body shall be responsible for ensuring the

provision of the assistance specified in Article 67 of this Law in such a way that the person is able to take the flight for which he or she holds a reservation.

- (6) On the arrival by air of a disabled person or person with reduced mobility at an airport to which this Law applies, the managing body of the airport shall be responsible for ensuring the provision of the assistance specified in Article 67 of this Law in such a way that the person is able to reach his or her point of departure from the airport as referred to in Article 56 of this Law.
- (7) The assistance provided shall, as far as possible, be appropriate to the particular needs of the individual passenger.

Article 59

(Responsibility for assistance at airports)

- (1) The managing body of an airport shall be responsible for ensuring the provision of the assistance specified in Article 67 of this Law without additional charge to disabled persons and persons with reduced mobility.
- (2) The managing body may provide such assistance itself. Alternatively, in keeping with its responsibility, and subject always to compliance with the quality standards referred to in Article 60, paragraph (1) of this Law, the managing body may contract with one or more other parties for the supply of the assistance. In cooperation with airport users, through the Airport Users Committee where one exists, the managing body may enter into such a contract or contracts on its own initiative or on request, including from an air carrier, and taking into account the existing services at the airport concerned. In the event that it refuses such a request, the managing body shall provide written justification.
- (3) The managing body of an airport may levy a specific charge on airport users for the purpose of funding this assistance to passengers specified under Article 53, paragraph (1) of this Law.
- (4) This specific charge shall be reasonable, cost-related, transparent and established by the managing body of the airport in cooperation with airport users, through the Airport Users Committee where one exists or any other appropriate entity. It shall be shared among airport users in proportion to the total number of all passengers that each carries to and from that airport.
- (5) The managing body of an airport shall separate the accounts of its activities relating to the assistance provided to disabled persons and persons with reduced mobility from the accounts of its other activities, in accordance with current commercial practice.
- (6) The managing body of an airport shall make available to airport users, through the Airport Users Committee where one exists or any other appropriate entity, as well as to the enforcement body or bodies referred to in Article 65 of this Law, an audited annual overview of charges received and expenses made in respect of the assistance provided to disabled persons and persons with reduced mobility.

Article 60

(Quality standards for assistance)

- (1) With the exception of airports whose annual traffic is less than 150 000 commercial passenger movements, the managing body shall set quality standards for the assistance specified in Article 67 of this Law and determine resource requirements for meeting them, in cooperation with airport users, through the Airport Users Committee where one exists, and organisations representing disabled passengers and passengers with reduced mobility.
- (2) In the setting of such standards, full account shall be taken of internationally recognised policies and codes of conduct concerning facilitation of the transport of disabled persons or persons with reduced mobility, notably the ECAC Code of Good Conduct in Ground Handling for Persons with Reduced Mobility.

- (3) The managing body of an airport shall publish its quality standards.
- (4) An air carrier and the managing body of an airport may agree that, for the passengers whom that air carrier transports to and from the airport, the managing body shall provide assistance of a higher standard than the standards referred to in paragraph (1) of this Article or provide services additional to those specified Article 67 of this Law.
- (5) For the purpose of funding either of these, the managing body may levy a charge on the air carrier additional to that referred to in Article 59, paragraph (3) of this Law, which shall be transparent, cost-related and established after consultation of the air carrier concerned.

Article 61

(Assistance by air carriers)

An air carrier shall provide the assistance specified in Article 68 without additional charge to a disabled person or person with reduced mobility departing from, arriving at or transiting through an airport to which this Law applies provided that the person in question fulfils the conditions set out in Article 58, paragraphs (1), (2) and (4) of this Law.

Article 62

(Training)

Air carriers and airport managing bodies shall:

- a) ensure that all their personnel, including those employed by any sub-contractor, providing direct assistance to disabled persons and persons with reduced mobility have knowledge of how to meet the needs of persons having various disabilities or mobility impairments;
- b) provide disability-equality and disability-awareness training to all their personnel working at the airport who deal directly with the travelling public;
- c) ensure that, upon recruitment, all new employees attend disability-related training and that personnel receive refresher training courses when appropriate.

Article 63

(Compensation for lost or damaged wheelchairs, other mobility equipment and assistive devices)

Where wheelchairs or other mobility equipment or assistive devices are lost or damaged whilst being handled at the airport or transported on board aircraft, the passenger to whom the equipment belongs shall be compensated, in accordance with rules of international law, provisions of ECAA Agreement and this Law.

Article 64

(Exclusion of limitations or waivers)

Air carrier or its agent shall not limit or waive its obligations towards passengers specified under Article 53, paragraph (1) of this Law.

Article 65

(Enforcement body and its tasks)

- (1) BHDCA has been determined by this Law as the body responsible for supervision of enforcement of provisions of this Law concerning the rights of disabled and persons with reduced mobility.
- (2) BHDCA shall take the measures necessary to ensure that the rights of disabled persons and persons with reduced mobility are respected, including compliance with the quality standards referred to in Article 60, paragraph (1) of this Law.
- (3) BHDCA shall also, in accordance with paragraph (1) of this Article where appropriate, ensure the satisfactory implementation of Article 59 of this Law, including as regards the provisions on charges with a view to avoiding unfair competition.

Article 66

(Complaint procedure)

- (1) A passenger specified under Article 53, paragraph (1) of this Law, who considers that the air carrier or its agent or airport managing body acted contrary to the provisions of Articles 53 to 64 of this Law, may address them through a complaint requiring respecting of rights of passengers with reduced mobility or disabled passengers prescribed by this Law.
- (2) When air carrier or its agent or airport managing body do not act upon the complaint and the request of the passenger specified under Article 53, paragraph (1) of this Law, he/she may make a complaint to BHDCA on the alleged infringement.
- (3) When a body of another state is responsible to act upon the complaint, BHDCA shall forward the complaint for the action to the body of that another state.
- (4) BHDCA shall take measures to inform disabled persons and persons with reduced mobility of their rights under this Law and of the possibility of complaint to BHDCA.

Article 67

(Assistance to passengers with reduced mobility and disabled passengers)

- (1) Air carrier and airport managing body shall provide assistance necessary to enable passengers with reduced mobility and disabled passengers to:
 - a) communicate their arrival at an airport and their request for assistance at the designated points inside and outside terminal buildings mentioned in Article 56 of this Law;
 - b) move from a designated point to the check-in counter;
 - c) check-in and register baggage;
 - d) proceed from the check-in counter to the aircraft, with completion of emigration, customs and security procedures;
 - e) board the aircraft, with the provision of lifts, wheelchairs or other assistance needed, as appropriate;
 - f) proceed from the aircraft door to their seats;
 - g) store and retrieve baggage on the aircraft;
 - h) proceed from their seats to the aircraft door;
 - i) disembark from the aircraft, with the provision of lifts, wheelchairs or other assistance needed, as appropriate;
 - j) proceed from the aircraft to the baggage hall and retrieve baggage, with completion of immigration and customs procedures;

- k) proceed from the baggage hall to a designated point;
 - l) reach connecting flights when in transit, with assistance on the air and land sides and within and between terminals as needed,
 - m) move to the toilet facilities if required.
- (2) Where a disabled passenger or passenger with reduced mobility is assisted by an accompanying person, this person must, if requested, be allowed to provide the necessary assistance in the airport and with embarking and disembarking;
 - (3) For ground handling of all necessary mobility equipment, including equipment such as electric wheelchairs, passengers mentioned in Article 53, paragraph (1), shall notify air carrier and airport managing body at least 48 hours before the flight;
 - (4) In case of temporary loss or damage to necessary mobility equipment, air carrier shall provide to passengers with reduced mobility or disabled passengers replacement of damaged or lost mobility equipment, including electric wheelchairs;
 - (5) Air carrier and airport managing body shall provide ground handling of recognised assistance dogs;
 - (6) Air carrier and airport managing body shall communicate information needed to take flights in accessible formats.

Article 68

(Assistance by air carriers)

- (1) Air carrier shall provide for carriage of recognised assistance dogs in the cabin in accordance with separate regulations issued pursuant to this Law.
- (2) In addition to medical equipment, air carrier shall transport of up to two pieces of mobility equipment per disabled person or person with reduced mobility, including electric wheelchairs - subject to advance warning of 48 hours and to possible limitations of space on board the aircraft, and subject to the application of relevant legislation concerning dangerous goods.
- (3) Air carrier shall communicate information concerning flights in accessible formats.
- (4) Air carrier shall make all reasonable efforts to arrange seating to meet the needs of individuals with disability or reduced mobility on request and subject to safety requirements and availability.
- (5) Air carrier shall provide assistance for movement to the toilet facilities if required.
- (6) Where a disabled person or person with reduced mobility is assisted by an accompanying person, the air carrier will make all reasonable efforts to give such person a seat next to the disabled person or person with reduced mobility.

CHAPTER V. COMBINED CARRIAGE

Article 69

(Combined carriage)

In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Law shall, subject to paragraph 4 of Article 22 of this Law, apply only to the carriage by air, provided that the carriage by air falls within the terms of Article 1 of this Law.

CHAPTER VI. CARRIAGE BY AIR PERFORMED BY A PERSON OTHER THAN THE CONTRACTING CARRIER

Article 70

(Contracting carrier and actual carrier)

The provisions of this Chapter apply to a contract of carriage between a contracting carrier, that a passenger or consignor concluded a contract of carriage with, and the actual carrier.

Article 71

(Respective liability of contracting and actual carriers)

Contracting and actual carrier shall be liable for damage caused to passengers, baggage or goods in accordance with provisions of this Law. The contracting carrier shall be liable for damage caused during the whole of carriage, while actual carrier shall be liable only for actual carriage it performs.

Article 72

(Mutual liability)

- (1) The acts and omissions of the actual carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the contracting carrier.
- (2) The acts and omissions of the contracting carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the actual carrier. Nevertheless, no such act or omission shall subject the actual carrier to liability exceeding the amounts referred to in Articles 26, 27 and 41 of this Law. 24. Any special agreement under which the contracting carrier assumes obligations not imposed by this Law or any waiver of rights or defences conferred by this Law or any special declaration of interest in delivery at destination contemplated in Article 26 of this law shall not affect the actual carrier unless agreed to by it.

Article 73

(Claims and complaints)

All claims or complaints submitted by a passenger or a person entitled to compensation pursuant to this Law against contracting carrier shall also apply to actual carrier for part of the carriage it performed.

Article 74

(Servants and agents)

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

Article 75

(Aggregation of damages)

In relation to the carriage performed by the actual carrier, the aggregate of the amounts recoverable from that carrier and the contracting carrier, and from their servants and agents acting within the scope of their employment, shall not exceed the highest amount which could be awarded against either the contracting carrier or the actual carrier under this Law, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to that person.

Article 76

(Addressee of claims)

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

(2) If the action is brought against only one of those carriers, that carrier shall have the right to require the other carrier to be joined in the proceedings, the procedure and effects being governed by the law of the court seised of the case.

Article 77

(Additional jurisdiction)

Any action for damages must be brought, at the option of the plaintiff, in the territory of one of the States Parties, either before a court in which an action may be brought against the contracting carrier, as provided in Article 49 of this Law, or before the court having jurisdiction at the place where the actual carrier has its domicile or its principal place of business.

Article 78

(Invalidity of contractual provisions)

Any contractual provision tending to relieve the contracting carrier or the actual carrier of liability or to fix a lower limit than that which is applicable according to this Law shall be null and void. The nullity of any such provision shall not affect the validity of any other provisions of the contract of carriage which are in compliance with this Law.

Article 79

(Mutual relations of contracting and actual carriers)

Except as provided in Article 76 of this Law, no article in this Chapter shall affect the rights and obligations of the carriers between themselves, including any right of recourse or indemnification.

Article 80

(Mandatory application)

The provisions of this Law shall mandatorily apply to any contracts concluded between the actual carriers and contracting carriers.

CHAPTER VII. INSURANCE

Article 81

(Insurance)

- (1) An air carrier shall maintain adequate insurance covering its liability under this Law. Bosnia and Herzegovina, via the BHDCA, may require from a carrier which operates in its territory, to furnish evidence that it maintains adequate insurance covering its liability under this Law and the international regulations on which this Law is based.
- (2) The purpose of this Law is to establish minimum insurance requirements for air carriers and aircraft operators in respect of passengers, baggage, cargo and third parties.
- (3) With regard to the carriage of mail, the insurance requirements shall be those set out in the Rulebook on air carrier operating licences and the common rules for carriage by air.

Article 82

(Scope)

- (1) This Law shall apply to all air carriers with aircraft flying out of Bosnia and Herzegovina, into Bosnia and Herzegovina, and over the territory of Bosnia and Herzegovina.
- (2) This Law shall not apply to:
 - a) state aircraft;
 - b) model aircraft with a maximum take-off mass (MTOM) of less than 20 kg;
 - c) foot-launched flying machines (including powered paragliders and hang gliders);
 - d) captive balloons;
 - e) kites;
 - f) parachutes;
 - g) aircraft, including gliders, with an MTOM of less than 500 kg, and microlights, which are used for:
 - 1) non-commercial purposes, or
 - 2) for local flight instruction that does not entail the crossing of international borders.

Article 83

(Principles of insurance)

- (1) Air carriers and aircraft operators referred to in Article 82 of this Law shall be insured in accordance with this Law as regards their aviation-specific liability in respect of passengers, baggage, cargo and third parties. The insured risks shall include acts of war, terrorism, hijacking, acts of sabotage, unlawful seizure of aircraft and civil commotion.
- (2) Air carriers and aircraft operators shall ensure that insurance cover exists for each and every

flight, regardless of whether the aircraft operated is at their disposal through ownership or any form of lease agreement, or through joint or franchise operations, code-sharing or any other agreement of the same nature.

Article 84

(Compliance)

(1) Air carriers and, when so required, aircraft operators, as referred to in Article 82 of this Law, shall demonstrate compliance with the insurance requirements set out in this Law by providing the BHDCa with a deposit of an insurance certificate or other evidence of valid insurance.

(2) By way of exception from paragraph 1, a Signatory State to the ECAA Agreement overflown may require that air carriers and aircraft operators referred to in Article 82 of this Law produce evidence of valid insurance in accordance with this Law.

(3) With regard to air carriers outside the scope of the ECAA Agreement and aircraft operators using aircraft registered outside this scope, the deposit of evidence of insurance is sufficient for the BHDCa, without prejudice to the application of Article 88(5) of this Law.

(4) For the purpose of this Article, "Signatory State to the ECAA Agreement" shall mean the Signatory State to the ECAA Agreement which has granted the operating licence to the air carrier from the ECAA scope or the Signatory State to the ECAA Agreement where the aircraft of the aircraft operator is registered. For air carriers outside the ECAA scope and aircraft operators using aircraft registered outside the ECAA scope, "Signatory State to the ECAA Agreement" shall mean the Signatory State to the ECAA Agreement to or from which the flights are operated.

Article 85

(Insurance in respect of liability for passengers, baggage and cargo)

(1) For the carriage of passengers, the minimum insurance cover for an air carrier's liability in commercial operations shall be 250000 SDRs per passenger.

(2) For the carriage of baggage, the minimum insurance cover for an air carrier's liability in commercial operations shall be 1131 SDRs per passenger.

(3) For the carriage of cargo, the minimum insurance cover for an air carrier's liability in commercial operations shall be 19 SDRs per kilogram.

(4) Paragraphs 1, 2 and 3 shall not apply with respect to flights over the territory of Bosnia and Herzegovina carried out by air carriers outside the ECAA scope and by aircraft operators using aircraft registered outside this scope which do not involve a landing on, or take-off from, such territory.

Article 86

(Insurance in respect of liability for third parties)

(1) In respect of liability for third parties, the minimum insurance cover per incident, for each individual aircraft, shall be:

Category	MTOM (kg)	Minimum insurance (million SDRs)
1	< 500	0,75
2	< 1 000	1,5
3	< 2 700	3
4	< 6 000	7
5	< 12 000	18
6	< 25 000	80
7	< 50 000	150
8	< 200 000	300
9	< 500 000	500
10	> 500 000	700

(2) If at any time insurance cover for damage to third parties due to risks of war or terrorism is not available to any air carrier or aircraft operator on a per-accident basis, such air carrier or aircraft operator may satisfy its obligation to insure such risks by insuring on an aggregate basis.

(3) The values referred to in this Article may be amended, as appropriate, where amendments in the relevant international treaties indicate the necessity thereof.

Article 87

(Exemption)

An exemption from the provision of Article 86 of this Law, for aircraft not used for commercial purposes, or for aircraft used for pilot training activities, sport or amateur flying and which are used only for flights within the airspace of Bosnia and Herzegovina, shall be the minimum insurance cover per harmful event, which cannot be lower than:

for aircraft with a MTOM of:

- less than 200 kg 8000 SDRs
- less than 500 kg 25000 SDRs
- less than 1000 kg 50000 SDRs
- less than 2700 kg 80000 SDRs.

Article 88

(Enforcement and sanctions)

- (1) The BHDCA shall ensure that air carriers and aircraft operators referred to in Article 82 of this Law comply with this Law with respect to overflights by air carriers outside the ECAA scope or aircraft registered outside the ECAA scope which do not involve a landing on or take-off from any Signatory State to the ECAA Agreement, as well as with respect to stops in Bosnia and Herzegovina by such aircraft for non-traffic purposes, Bosnia and Herzegovina may request evidence of compliance with the insurance requirements laid down in this Law.
- (2) Where necessary, the BHDCA may request additional evidence from the air carrier, the aircraft operator or the insurer concerned.
- (3) With regard to ECAA air carriers, the sanctions for infringement of this Law may include the withdrawal of the operating licence, subject to the relevant provisions of the Aviation Law of Bosnia and Herzegovina.
- (4) With regard to non-ECAA air carriers and to aircraft operators using aircraft registered outside the ECAA scope, the sanctions may include refusal of the right to land on the territory of Bosnia and Herzegovina.
- (5) Where the BHDCA is not satisfied that the conditions of this Law are met, it shall not allow an aircraft to take off, before the air carrier or aircraft operator concerned has produced evidence of adequate insurance cover in accordance with this Law.

Article 89

(Carriage performed in extraordinary circumstances)

The provisions of Articles 3, 4, 5, 7. i 8. of this Law relating to the documentation of carriage shall not apply in the case of carriage of passengers, baggage or cargo performed in extraordinary circumstances outside the normal scope of an air carrier's business.

CHAPTER VIII. A CONTRACT TO PERFORM OTHER AIR TRAFFIC RELATED COMMERCIAL ACTIVITIES

Article 90

(Types of other air traffic related commercial services and the contract form)

- (1) In a contract to perform other air traffic related commercial activities, the air carrier shall commit to perform the aerial service, while the contractor shall commit to pay a defined fee for the service.
- (2) The services under paragraph (1) of this Article shall include aerial spraying services, aerial surveying, aerial inspection and surveillance, aerial construction, aerial advertising, creating air turbulences, provision of contingency services, parachute jumping, glider towing, and other similar services.
- (3) A contract to perform other commercial services shall be concluded in writing.

Article 91

(Proper application of provisions)

A contract to perform other commercial activities shall be subject to a proper application of the provisions of Article 5 of this Law and any other relevant provisions of this Law.

Article 92

(Fulfilment of the contractor's requests)

(1) In a contract to perform other commercial activities, any legal person performing such activity shall fulfil the contractor's requests within the boundaries of the contract and in accordance with the operating purpose of the aircraft.

(2) The legal person performing the activities under this Chapter shall not be obligated to fulfil the contractor's requests that would endanger the aircraft or persons aboard the aircraft, nor requests that are reasonably assumed to cause damage to third persons, if fulfilled.

Article 93

(Liability for the damage)

(1) Any air carrier performing the services set out in this Chapter shall be liable for any damage caused to the contractor by persons acting on its order and on its behalf in order to perform the service within the execution of the contract.

(2) The liability for the damage as set out in paragraph (1) of this Article cannot be excluded in a contract.

Article 94

(Proper application of the liability provisions of a contract on the carriage of persons and property)

The provisions of this Law that define liability in a contract on the carriage of persons and property shall be properly applied on any damage due to death, harm to the health or injury of the contractor or persons onboard the aircraft for which the contractor is responsible, and on any damage due to loss of or harm to the contractor's property onboard the aircraft for the purpose of performing the service.

Article 95

(Application of provisions of another regulation)

Unless otherwise stipulated in this Law, the provisions of the general contractual relations laws applicable in Bosnia and Herzegovina with regards to temporary service contracts.

Article 96

(Application of this Law's provisions on non-contractual liability)

This Law's provisions on non-contractual liability shall apply to any damage caused on the ground by an in-flight aircraft during the performance of an contract on an activity under this Chapter.

CHAPTER IX. AIRCRAFT LEASE

Article 97

(Scope and form of an aircraft lease agreement)

- (1) Under this Law, by way of an aircraft lease agreement the lessor assumes the obligation to grant the right of use of an aircraft to the lessee and the lessee agrees to pay rent for such use.
- (2) An aircraft lease agreement under paragraph (1) of this Article shall be concluded in writing.

Article 98

(Obligations of the lessor and the crew)

- (1) The lessor shall hand over the aircraft to the lessee in a condition that makes it fit to be used for its agreed upon or common purpose.
- (2) If an aircraft lease agreement foresees that the lessor should, in addition to the aircraft, also make available the crew of the aircraft, the crew must perform the orders of the lessee.

Article 99

(Bearing the costs of using the aircraft)

- (1) The costs of using the aircraft shall be borne by the lessee.
- (2) The lessor shall bear the costs of repairing the aircraft necessary to remedy a hidden defect which existed at the time of the aircraft's handover to the lessee. The lessee shall not be liable for any damage sustained in case of losing the aircraft as the result of force majeure.

Article 100

(Maintenance of the aircraft during the term of the agreement)

The lessee shall maintain the aircraft throughout the term of the agreement, and following its expiry it shall return the aircraft in the same condition in which it received it and at the location at which it received it, except that the lessee shall not be liable for the regular wear and tear of the aircraft.

Article 101

(Liability for damage due to defects on the aircraft)

The lessor shall be liable for any damage sustained due to defects which make the aircraft unusable or which reduce its usability for the agreed upon or common exploitation, provided that the defects existed at the time of takeover of the aircraft by the lessee.

Article 102

(Doubts as to the type of agreement concluded)

In case of doubt whether the agreement concluded is a lease agreement or a fixed term contract of carriage, it shall be deemed that a fixed term contract of carriage was concluded.

Article 103

(Rent)

- (1) Unless agreed upon otherwise, the rent is paid monthly in advance, counting from the date of handover of the leased aircraft.
- (2) The lessor is not entitled to receive the rent for the time period during which the lessee is not able to use the aircraft as the result of the lessor's fault or as the result of a hidden defect on the aircraft, provided that the defect existed at the time of takeover of the aircraft by the lessee.
- (3) The lessor shall be entitled to issue a notice of termination of the agreement if the rent is not paid within 15 days of its maturity, without prejudice to its right to compensation for damage.
- (4) In the case referred to in paragraph (3) of this Article, the agreement shall remain in force if the lessee pays the rent due before it receives the notice of termination.

Article 104

(Terms and termination of the lease agreement and the notice period)

- (1) Lease agreements may be concluded for either a fixed or indefinite period of time.
- (2) Lease agreements may be extended or terminated only in written form, unless provided otherwise in this Law.
- (3) Lease agreements concluded for an indefinite period of time may be subject to early termination within a term which may not be less than three months, and only in written form.

Article 105

(Termination of a lease agreement due to inability to use the aircraft)

A lease agreement shall be terminated if the aircraft is destroyed, becomes permanently unusable, and in cases which could not be foreseen or prevented and which prevent the use of the aircraft during the lease.

Article 106

(Abandonment of agreement)

- (1) For the duration of repairs which are borne by the lessor or which according to forecasts should last for an extended period of time in relation to the term of the agreement or the purpose of the agreement, the lessee may abandon the agreement by issuing a written statement.
- (2) In the case referred to in paragraph (1) of this Article, the lessee is entitled to request repayment of an amount pro rata to the rent paid for the duration of the time period the lessee was not able to use the aircraft, regardless of whether the lessee has abandoned the agreement or not.

Article 107

(Delay in returning the aircraft)

- (1) If the lessee fails to return the aircraft to the lessor after the expiration of the term to return it in as stipulated in the lease agreement, the lessee shall pay a compensation in the amount double that of the agreed rent for the excess time.

(2) If a delayed return of the aircraft is the lessee's fault, the lessee shall, in addition to the amount referred to in paragraph (1) of this Article, also be liable for any damage sustained by the lessor as the result of the delay.

Article 108

(Rewards for search and rescue operations with leased aircraft)

Any reward for search and rescue operations with the leased aircraft during the term of the lease agreement belongs to the lessee.

Article 109

(Sublease)

The lessee may sublease the aircraft only with approval by the lessor, issued in written form.

CHAPTER X. LIABILITY FOR GROUND DAMAGE CAUSED BY IN-FLIGHT AIRCRAFT

Article 110

(Grounds for liability)

(1) The aircraft operator (venture performer in air traffic) shall be liable for ground damage sustained in case of death, health damage or bodily injury of third parties and for damage to items caused by aircraft in flight, or persons, or items that fell out of the aircraft, or were thrown out of the aircraft in flight, unless it is proved that the aircraft in flight, or persons, or items that fell out, or were thrown out of the aircraft, were not the cause of said damage.

(2) The aircraft operator shall be liable for the damage referred to in paragraph (1) of this Article caused by any person acting on its order or on its behalf while performing the transport service.

(3) The provisions of paragraph (1) of this Article refer also to damage caused by the passing of the aircraft through an air space if the damage was caused by failure to abide by the applicable regulations on air traffic safety (for example, damage caused by sound, and the like).

(4) It is deemed that a powered aircraft is in flight, under paragraph (1) of this Article, from the moment of starting the engines for the purpose of flying, i.e. taking off, to the moment of stopping the aircraft after landing and switching off the engine after landing, or taxiing.

(5) In case of unpowered aircraft (for example: gliders, balloons, and the like), any liability for the damage referred to in paragraph (1) of this Article shall last from the moment of releasing the rope or initiating a take-off, to the moment of tying it again after landing, i.e. stopping after landing.

Article 111

(Liability for damage caused by a leased aircraft)

The damage referred to in Article 110 (1) of this Law caused by a leased aircraft falls within the scope of liability of the lessee as aircraft operator.

Article 112

(Exoneration)

An air carrier shall not be liable for the damage under the provisions of Articles 110 and 111 of this Law if it can prove that the damage occurred:

- a) as the result of an action by the damaged party or the injured party's servant or agent; or
- b) as the result of an action by a third party; or
- c) as the result of a cause outside the aircraft, the action of which could not be foreseen, avoided or remedied.

Article 113

(Partial exoneration)

(1) If the person liable proves that the damaged party or its servant or agent contributed to a certain extent to the occurrence of the damage, the liability of the person liable for a compensation for the damage shall be reduced pro rata to the extent to which the said persons contributed to the occurrence of the damage.

(2) If the person liable proves that a third party contributed to a certain extent to the occurrence of the damage, such third party shall share the joint and several liability with the person liable towards the injured party, and shall be obligated to bear the costs of the compensation pro rata to the extent of its responsibility for the damage.

Article 114

(Illegal use of aircraft)

If the aircraft is taken from the person liable illegally, it shall not be the person liable who is liable for any resulting damage, but the person who took the aircraft, provided that the person liable is not at fault for such taking.

Article 115

(Liability for damage as the consequence of a crash or mutual interference of aircraft)

All persons responsible shall be held jointly and severally liable for the damage referred to in Article 110 of this Law sustained in case of a crash or mutual interference of two or more aircraft, and for the damage caused by two or more aircraft together.

Article 116

(Amount of compensation for the damage)

(1) The person liable shall be liable for any damage caused by the aircraft to items on the ground up to the amount of the value (price) of a new aircraft of the same type, or if such type of aircraft is no longer produced, of an appropriate replacement, at the time of the accident.

(2) If a compensation for the damage referred to in paragraph (1) of this Article is in the form of rent, the total amount of such rent may not exceed the amount stated in the paragraph.

(3) The conversion of SDRs into BAM shall be carried out at the exchange rate valid on the date of payment of the compensation by the person liable, and if there is a court dispute concerning the compensation for the damage referred to in paragraph 2 of this Article, on the date of issuance of a legally effective judgment.

Article 117

(When the person liable is not entitled to invoke the liability threshold)

- (1) The person liable shall not be entitled to invoke the thresholds of liability referred to in Article 116 of this Law if it is proved that it caused the damage with intent or gross negligence.
- (2) The person liable shall be entitled to invoke the threshold of liability if it is proved that its servant or agent, while performing the transport service, caused the damage with intent or gross negligence, while acting outside the normal scope of its business.
- (3) Any person who used the aircraft which caused the damage illegally shall not be entitled to invoke the threshold of liability referred to in Article 116 of this Law.

Article 118

(Application of the provisions to foreign aircraft)

The provisions on liability for the damage under this Chapter shall also apply to foreign aircraft if Bosnia and Herzegovina has concluded a bilateral agreement with the country in which the aircraft is registered, subject to the condition of reciprocity.

Article 119

(Application of the provisions to military, customs, police and foreign state aircraft)

- (1) The provisions of Articles 110 through 118 of this Law shall apply also to military, customs and police aircraft.
- (2) The provisions of Articles 110 through 118 of this Law shall apply also to foreign aircraft if Bosnia and Herzegovina has concluded bilateral agreements with the countries that such aircraft come from, subject to the condition of reciprocity.

CHAPTER XI STATUTE OF LIMITATIONS ON CLAIMS

Article 120

(Statute of limitations)

- (1) Claims arising from contracts of carriage and compensation claims connected with such contracts shall become barred by the statute of limitations within a period of two years following the maturity date of such claims.
- (2) Claims arising from contracts on the performance of other air traffic related commercial activities and claims for damage compensation in case of liability, as well as compensation claims connected with such claims shall become barred by the statute of limitations within a period of one year following the maturity date of such claims.
- (3) Claims arising from insurance contracts shall become barred by the statute of limitations within a period of five years following the maturity date of such claims.
- (4) The limitation period shall begin at the following times:
 - a) for contracts of carriage of passengers:

1) in case of death, bodily injury of a passenger or delay in carriage – as of the date on which the aircraft arrived or should have arrived at the place of destination u slučaju smrti, fizičke povrede putnika,

2) in case of death which occurred after the passengers had disembarked from the aircraft, as the result of an injury sustained during carriage – as of the date of death, provided that the claim is filed at the latest within 3 years of the date the aircraft arrived or should have arrived at the place of destination,

b) in case of carriage of cabin baggage – as of the date on which the aircraft arrived or should have arrived at the place of destination,

c) in case of carriage of checked baggage and items:

1) in case of loss or damage – as of the date they were delivered or should have been delivered at the place of destination;

2) in case of delay in carriage – as of the date they were delivered at the place of destination;

3) in case of other claims – as of the date the claim should have been performed.

d) in case of contracts on the handling of passengers, baggage and items – as of the date stipulated in point c) items 1 through 3 of this paragraph,

e) in case of contracts on the performance of other air traffic related commercial activities – as of the date of maturity of the claim,

f) in case of liability for damage – as of the date on which the damaged party found out about the damage and about the person who caused the damage, and at the latest within three years of the date of the occurrence of damage,

g) in case of compensation claims – as of the date of emergence of the obligation to pay the claim based on a court decision or based on any other act establishing the right to a compensation,

h) in case of insurance contracts:

1) for claims involving compensation for damage caused to third parties – as of the date the insured person receives a damage compensation claim from the third party,

2) for other claims – on the first day after the end of the calendar year in which the claim emerged.

(5) Accrual of the statute of limitations shall be determined by the adjudicating court.

CHAPTER XII. PROVISIONS ON OFFENCES

Article 121

(Offences by carriers or other legal, responsible and natural persons)

(1) Any carrier or any other legal person shall be fined for an offence in an amount from BAM 5,000.00 to 15,000.00 if:

a) it denies the rights and assistance guaranteed to passengers in the case of flight delay, denied boarding or flight cancellation;

b) at the latest 15 days after the identity of the natural person entitled to compensation has been established, it does not make an advance payment for the compensation of damages;

c) when selling carriage by air, it does not ensure that a summary of the main provisions governing its liability for passengers and their baggage, including deadlines for filing an action for damage compensation and the possibility of making a special declaration for baggage, is made available to passengers;

d) it denies the rights and assistance guaranteed to disabled persons or persons with reduced mobility.

(2) The responsible person of the carrier or of any other legal person shall be fined for the offence referred to in paragraph (1) of this Article in an amount from BAM 1,000.00 to 3,000.00.

(3) A natural person shall also be fined for the offence referred to in paragraph (1) of this Article in an amount from BAM 500.00 to 3,000.00.

Article 122

(Offences by airport operators or other legal persons)

(1) An airport operator or another legal person shall be fined for an offence in an amount from BAM 5,000.00 to 15,000.00 if it denies the rights and assistance to disabled persons or persons with reduced mobility.

(2) The responsible person of an airport operator shall be fined for the offence referred to in paragraph (1) of this Article in an amount from 1,000.00 to 3,000.00.

(3) A natural person shall also be fined for the offence referred to in paragraph (1) of this Article in an amount from 500.00 to 3,000.00.

Article 123

(Conduct of the offence procedure)

The offence procedure concerning the offences laid down in this Law shall be conducted under the provisions of the Aviation Law of Bosnia and Herzegovina and the Law on Offences (Official Gazette of BIH No 20/04).

CHAPTER XIII. TRANSITIONAL AND FINAL PROVISIONS

Article 124

(Application of this Law)

Relations occurring before the entry into force of this Law shall be governed by the regulations in force at the time of appearance of such relations.

Article 125

(Termination of validity of other regulations)

On the entry into force of this Law, the provisions of the Law on contractual and basic proprietary rights in air navigation - Parts I to III (Official Gazette of SFRY No 22/22 and 18/85), as taken over by the SFRY Legislation Application Act (Official Gazette of RBIH No 2/92), shall cease to be valid.

Article 126

(Entry into force)

This Law shall enter into force on the eighth day after the day of its publication in the Official Gazette of BIH.

Number 01.02-02-1-33/14
23 June 2015
Sarajevo

Chairman
House of Representatives
Parliamentary Assembly of BIH
Šefik Džaferović, sgd.

Chairman
House of Peoples
Parliamentary Assembly of BIH
Bariša Čolak, sgd.