



## WORLDWIDE AIR TRANSPORT CONFERENCE (ATCONF)

### SIXTH MEETING

Montréal, 18 to 22 March 2013

**Agenda Item 2: Examination of key issues and related regulatory framework**

**Agenda Item 2.3: Consumer protection**

#### **CUSTOMER SERVICE AND TOTAL QUALITY CRITERIA AND GUIDELINES IN AIR AND AIRPORT SERVICES**

(Presented by 22 Member States<sup>2</sup>, members of the Latin American Civil  
Aviation Commission (LACAC))

#### **1. INTRODUCTION**

1.1 The Latin American Civil Aviation Commission (LACAC) is responsible for promoting and supporting coordination and cooperation amongst the States of the Region for orderly development and better use of air transport and airport facilities, and for improving facilitation and carriage of passengers, cargo and mail.

1.2 Taking into account that air transport is a public service, just like airport services, and that States must ensure their optimum operation, the Latin American Civil Aviation Organization, through its Groups of Experts, has worked towards the implementation, by member States, of criteria and guidelines on customer service and total quality in air and airport services. The ultimate objective is the standardisation of member State legislation on this topic.

1.3 Following a quality approach, LACAC saw the need for States to have a guide that clearly established the rights and duties of the users of services provided by both airlines and airports. Users, as such, must receive top-quality services based on the knowledge of their rights, but must also fulfil the duties resulting from the air transport contract and the use of airport spaces.

1.4 During the conduction of the work, it was recognised that the customer service concept has significantly evolved all over the world, affecting the permanence and stability of a highly-competitive market that has faced several economic and other crises from outside the sector.

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<sup>1</sup> Spanish version provided by LACAC.

<sup>2</sup> Argentina, Aruba, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Uruguay and Venezuela.

## 2. **CUSTOMER SERVICE AND QUALITY**

2.1 Based on the above, the air transport experts of our Commission discussed this topic for several years and drafted a Resolution that was enacted at the XVIII Ordinary Assembly (Santiago, Chile, October 2008). The Resolution has several chapters that deal with definitions, passenger rights and air carrier duties, passenger duties and air carrier rights, luggage, customer service system, rights and duties of airport service users and operators, non-compliance of provisions, service quality control. This document has two appendices containing follow-up forms for comments, suggestions, and complaints, and a guide for drafting a quality and control programme.

## 3. **SUGGESTED ACTION**

3.1 The Conference is invited to take note of the information contained in this paper and in its Appendix, with the sole purpose of contributing to the work being done by ICAO, other regional bodies and their member States.

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## APPENDIX

### RESOLUTION A18-03

#### **CRITERIA AND GUIDELINES ON CUSTOMER SERVICE AND TOTAL QUALITY IN THE AERIAL AND AIRPORT SERVICES**

WHEREAS it is the function of the Latin American Civil Aviation Commission (LACAC) to foster and support co-ordination and co-operation among the States in the region for the orderly development and better utilisation of air transportation and of their airport installations, as well as to attain a development of facilitation and movement of passengers, cargo and mail;

WHEREAS air transport is a public service and that, by virtue of it, the States should strive for and guarantee its optimum operation; therefore, it becomes imperious to adopt a common action that guarantees a balanced development of the sector, establishing general guidelines that allow determining the suitable means of supervision;

WHEREAS under the approach of total quality, it is necessary that the States of LACAC have a standardized guide where are established the rights and duties of the users, both of the air transport services and of the airports services; with the purpose that this guide could be used as model at the moment of establishing guideline on customer service and total quality, in honour of avoiding a deterioration of these services, as result of the competition;

WHEREAS the concept of the attention to the air transport user has developed in a notable manner all over the world and, particularly in the Latin American region, being this one a matter of high importance for the aerial transporter, airports operators and the aeronautical authorities, since it concerns directly the permanency and stability on a highly competitive market and affected in the last years by a widespread crisis of the sector;

WHEREAS there is a need to work towards an air transport service of optimum quality, that tends to the full satisfaction of the user, therefore it becomes imperious to adopt a common action for the protection of the interests of the air transport users in order to guarantee a balanced development for a sector that must operate in an environment of full and constant transformation;

THE XVIII LACAC ASSEMBLY

RESOLVES

That the member States apply the following criteria and guidelines on customer service and total quality in the aerial and airport services, insofar as they are compatible with their legislations:

#### **CRITERIA AND GUIDELINES ON CUSTOMER SERVICE AND TOTAL QUALITY IN THE AERIAL AND AIRPORT SERVICES**

##### **CHAPTER ONE: DEFINITIONS**

Article 1: For purposes of this Recommendation, the terms below are understood to mean the following:

1. Agencias de viajes: las empresas que debidamente autorizadas se dediquen al ejercicio de actividades turísticas dirigidas a la prestación de servicios, directamente o como intermediarios entre los viajeros y proveedores de los servicios.
2. ALTA: ALTA: Latin American Air Transport Association
3. Autoridad Nacional Competente: La Autoridad de Aeronáutica Civil de cada Estado miembro.
4. Ticket: any valid, individual or collective document, where it is clear that the passenger has a contract of transport with the air transporter, or its equivalent in a not printed form, included the electronic manner, sent or authorized by the air transporter or by its authorized agent.
5. Quality: The set of properties, ingredients, attributes, characteristics and components that make up, determine, differentiate or set apart a good or service, and enable it to meet the needs of the user.
6. Cancellation: failure to conduct a scheduled flight.
7. LACAC: Latin American Civil Aviation Commission
8. Customer: Person that buys at an establishment or uses its services.
9. Adhesion contract: that whose clauses have been established unilaterally by the air carrier without discussing its contents with the user.
10. Denied embarkation: the denial to transport passengers in a flight, in spite of having showed up for embarkation under the following conditions with confirmed reservation and in the conditions established in the contract of transport, except that there are reasonable motives to refuse its embarkation, such as health reasons or safety reasons or the presentation of inadequate documents of trip, or the late presentation of the passenger to the counter.
11. Disembarkation: The leaving of an aircraft after a landing, except by crew or passengers continuing on the next stage of the same through-flight. Disembarkation is understood to conclude when the passenger enters the respective airport terminal building.
12. Final destination: the destination that appears on the ticket submitted at the check-in counter.
13. Embarkation: The boarding of an aircraft for the purpose of commencing a flight, except by such crew or passengers as have embarked on a previous stage of the same through-flight. Embarkation is understood to start when the passenger leaves the respective airport terminal building.
14. Baggage: Set of items belonging to the passengers, delivered in exchange for a tag registered by the aircraft operator for the same leg or route to be used by the passengers carried in an aircraft under the responsibility of the operator pursuant to an air transport contract
15. Hand baggage or carry-on baggage: Those elements the passenger needs that are not prohibited or dangerous and whose weight and volume permit their transport in the luggage racks above the seats or below them., such as a small briefcase, an umbrella, a coat or raincoat and in general any article, effect and other personal properties or adapted to wear, use, comfort and convenience in relation to

the trip, including articles bought in the trade of the embarkation zone. Their weight will not affect the maximum admissible for each passenger.

16. Baggage transferred between aircraft operators: passenger baggage that is transferred from the aircraft of the operator to the aircraft of another operator during the trip of the passenger.
17. Unaccompanied baggage: baggage carried on an aircraft through an air cargo document and to which special security measures have been applied when carried on passenger aircraft.
18. IATA: International Air Transport Association
19. ICAO: International Civil Aviation Organization
20. Airport operator: The party responsible for managing the airport.
21. Tour operator: everyone that, without being an air operator, organizes trips with tourist purposes, for affinity, special events, between others. Likewise, a tour operator is considered to be the person who organizes, in not occasional manner, combined trips and offer or sell them directly or through a retailer.
22. Stopover: Stopover: flight that is carried out by intentional interruption, with right to a later reembarkation, for the same air operator and in the same route. The interruption will not be able to exceed the term that the authority of every State determines for its territory.
23. Transfer or connection passenger: Passenger making a direct connection at an airport between two flights and on different aircraft operated by the same or different air operator.
24. Passengers under special legal conditions: any individual deprived of his/her freedom by order of the responsible authority and who is transported, under custody, by State officials, by air, be it on a domestic flight or on an international flight.
25. In-transit passenger: passenger who makes a stopover or programmed change or not, as part of the itinerary of the same flight, continuing towards a destination different from the one of his/her city of origin.
26. Voluntary passenger: the person who possesses a valid ticket, has a confirmed reservation, and has showed up at the record in the term and according to the required conditions and accept the request carried out by the air operator to the passengers in order that they voluntarily resign to their confirmed reservation in exchange of a certain benefit.
27. Period of air carrier's responsibility: Starts the moment the passengers move to board the aircraft, leaving the terminal, dock or airport building, until they enter to similar places once the flight has ended. All of this is governed by the provisions of the international conventions on air transport.
28. Operation permit: Document issued by the National Competent Authority of a member State, with the one the authorization granted to an air operator to provide a given air service is accredited.
29. Individuals with impaired mobility: Any individual whose mobility is impaired for purposes of using a means of transportation due to physical (sensorial or locomotive, permanent or

- temporary) or mental deficiency, age, or any other cause of disability, and whose condition requires special attention and adaptation of the services which are available all passengers to his/her needs.
30. Reserva: acción aceptada o registrada por medio físico o electrónico por el transportista aéreo, por el cual se le garantiza al usuario un espacio en un vuelo.
  31. Air service: Includes all public transport, scheduled or unscheduled, carried out by aircraft.
  32. Quality system: Series of interrelated elements comprising efficiency principles, modernization, safety and facilitation, measurement equipment, procedures, trained personnel and customer service.
  33. Contractual civil responsibility system of the air transport: refers to the in force international conventions on international air transport that are the International Convention for the unification of certain rules related with the international air transport signed in Warsaw in 1929; Protocol of the Hague of 1955; Complementary Convention of Guadalajara of 1961; Protocols of Montreal 1, 2, 3 and 4 of 1975 and the Convention of Montreal of 1999 for the unification of certain rules for the international air transport, which tries to replace all the previous ones.
  34. Overbooking: any regular flight in which the number of passengers with confirmed reservation and that have been presented for invoicing within the indicated limit of time, exceed the number of seats that the plane has.
  35. Tariff: The term international tariff is understood to be the price charged for the carriage of people between a point in the national territory and a point abroad, and includes the commissions and conditions for payment to tour operators and intermediaries, in general, and all the standards and conditions that define, or have a bearing on, the price paid by the user, as well as any significant benefit associated to the carriage; with no detriment to that established in the aeronautical agreements and other international commitments.
  36. Tariff for air cargo: quantity that the agent receives to transport a unit of goods, and it is the current price that the air operator, in the publication that generally uses to publish their prices, offers the public or the appropriate segment of the public, as the applicable price to transport a unit of weight (or volume) and / or value of goods.
  37. Air operator: natural or juridical person who gives services of transport for aircraft, carried out through tariff. It can equally be called: air operator or airline.
  38. User: Person using air and/or airport services as passengers, including those individuals or corporations involved in air transport activities as “operators” and who require appropriate means for the good performance of their work. Covers both the passenger and operator concepts, the latter being understood to mean airlines, security companies, State institutions and other concession holders.
  39. Frequent traveler: programs offered by the air transporters as strategy of marketing to stimulate the loyalty of their clients, allowing them to accumulate miles as they travel in the flights of the above-mentioned air transporters or through the use of other services previously defined, which might be used in the acquisition of tickets for later trips in the routes that they offer.
  40. Trips with an all included package: is the product offered by an air operator or its representative

including, besides the tickets for the air transport, two (2) of the following elements: accommodation, food, airport - hotel - airport transport, tours and other non-incident tourist services of the previous ones. The trip must be offered for a global price and the service has to be superior to 24 or must include a night of stay.

41. Non-scheduled flights: the flights that are made without subordination to the conjunction of the elements that define the regular flights.
42. Scheduled flights: are the flights conducted on an aircraft used for carrying passengers, or passengers and cargo and/or mail, under such conditions that, in each flight, seats are made available to the public, be it directly by the air operator or by its authorized agents, according to pre-established itineraries and schedules, and which are offered to the public with such a frequency and regularity that constitute clearly a systematic series. Such conditions must be met as a whole.

## **CHAPTER TWO: RIGHTS OF THE PASSENGER AND OBLIGATIONS OF THE AIR OPERATOR**

### **TITLE A. INFORMATION, RESERVATIONS AND TICKETS**

Article 2. During the reservation request, the passenger has right to be informed by the air operator or its representative, tour operator and travel agency on:

1. Available flights, with a clear indication of whether they are through-flights and without stopovers or flights with stopovers or with connection, indicating the planned time and place of those flights, according to the scheduled itinerary and/or if the flight has a shared code between airlines. In the event of code sharing, information on the name of the current operator of each flight leg will be included; this will also apply in the event of a wet lease.
2. The types of tariffs available from the airline whose service is being requested. In the case of a travel agency, the types of tariffs charged by the different airlines for the requested flight and their validity, with a clear indication of applicable restrictions, if any, and the conditions for refund.
3. The value of the ticket according to the tariff applied, with a breakdown of any additional sum (value added tax, airport charges, departure tax or any other authorised surcharge), to be paid by the passenger.
4. The origin and destination airports and air terminals of the flight offered.
5. The type and capacity of the aircraft foreseen for the flight, if requested.
6. The conditions of the transport with regard to: reservations and cancellations, acquisition of tickets, tariffs and its conditions, limitations of baggage, elements that cannot be transported and, in general, the obligations, restrictions and requirements that the passenger must fulfill in order to give him/her a suitable service of air transport.
7. When the passenger is not directly informed about the general conditions of the air transport

contract, the air operator or the travel agency should have the necessary means available in order that the passenger consults the above-mentioned information or indicate the place or mean where he/she can find them. The previous information must be contained, between others, in the contract of transport that is incorporated in the ticket or in the manual of tickets.

### Article 3. Reservations

1. Reservation request: Passengers may request reservations personally, by telephone, or by any electronic means or data message, when available, contacting the respective airline directly or through a travel agency.
2. Reservation code: Once the reservation has been requested and accepted, the passenger should be assigned a reservation record number, which should be given to him/her as clearly as possible, also indicating the type of fare being charged.
3. Information protection: The personal data provided by the passenger should be used only to formalise the reservation and to supply him/her with data connected with the transport service. The carrier or its representatives shall protect that information to prevent its use for inappropriate purposes
4. Respect for the reservation: Once the reservation has been made, it should be respected unless it has not been duly confirmed.
5. Information about changes: If there is any change in the flight, schedule or, in general, any aspect affecting the agreed reservation, the airline or the travel agency through which the reservation was made (if the latter has been so advised) should inform the passenger by the most rapid means possible (telephone, fax, e-mail, etc.) no later than four (4) hours before the flight.

### Article 4. Tickets:

Airlines must do their utmost to offer the lowest possible price for tickets and to inform about the conditions of the tariffs applied.

1. Purchase of air tickets: The passenger acquires the following rights with the purchase of the respective air ticket:
  - a) To receive the information mentioned in the Article 2, if it has not been previously received.
  - b) To have the corresponding air ticket issued under the agreed terms. The ticket should contain, in addition to the information established by law, the text of the respective air transport contract of the airline, in clear and legible writing and in ink contrasting the colour of the paper. When tickets are issued by electronic means, the passenger must be aware of the basic information about the transport contract and he/she should receive a written notification indicating that the responsibility of the air operator in case of death or injures, as well as in case of destruction, loss or damage of the baggage or for delay, which will be ruled by the System of Contractual Civil Responsibility of Air Transport
  - c) In case of the sale of tickets through Internet, the air operators must register before the competent authority, keep updated and publish the lists of their agents or third authorized



to commercialize their products. Likewise, they must assure that the terms and conditions of the indicated product comply with the in force legislation in every country.

- d) To be charged the fare that was in effect when the ticket was purchased, according to the type of tariff chosen. Such fare must be respected so long as it is in effect. The information about the tariffs is responsibility of the air operators.
2. Validity: The air ticket shall have a maximum duration of one (1) year, without precluding the possibility that the carrier could extend that period, or shall have the special term of validity of the fare at which it was purchased. Once that period has elapsed, if the passenger decides to travel, the airline or travel agency shall issue a new ticket, although the passenger may have to pay an additional sum in consideration of the fare that is in force. Likewise, if the passenger decides not to travel, he/she will be entitled to reimbursement by the airline of the value paid for the ticket, although some deductions may be applied.
  3. Errors in the issuing of the ticket: If the passenger discovers an error in the information contained in the ticket, he/she may request the carrier or agent to correct such information immediately.
  4. Desistance by the passenger: The passenger may desist from a trip before starting it, advising the carrier at least seventy two (72) hours prior to an international flight and forty eight (48) hours prior to a national flight. In such cases, the carrier or its representative, when applicable, and as agreed with the carrier, may withhold a percentage according to the provisions developed by the company and approved by the aeronautical or responsible authority, in which case, the refund will be made according to the conditions of the fare, which cannot exceed 10% of the value of the ticket with the exception of duly approved promotional tariffs, in which case, the refund will be made according to tariff conditions.
  5. Fulfillment of promotions: The carrier must guarantee the fulfilment of *frequent flier* plans and other legally permitted promotions offered to passengers. In such cases, the special conditions of the promotional fares that have been approved shall prevail.

The offered promotions must be absolutely clear and their air tariffs duly registered and / or approved by the competent authority. In case that their conditions promise to be publicly announced, it will have to be strictly fulfilled according to the announced fact.

6. All-included packages: When “all-included” packages are offered, the carrier and/or its representative should clearly inform the passengers about the conditions applying to that product. In any case, the airline shall not be responsible for services in addition to the air transport as part of the “all-inclusive packages” that have not been directly organized by it.

## TITLE B. CONDUCTION OF THE TRANSPORT

### Article 5. Issuing of the boarding pass

On presenting their air tickets to the carrier at the counter and once verified the existence of the reservation or space for the respective flight and the compliance with the other travel requirements (passport, visas, etc.), passengers should be issued their boarding pass or authorization to board the flight. They must be told of the planned boarding time, departure gate or lounge, conditions and whether the flight is being made under code sharing, wet lease, stopover, etc.

At the same time, passengers shall receive the corresponding vouchers for the baggage appraised or checked for transportation in the hold as proof of its delivery to the airline.

Article 6. Boarding announcement

Once at the boarding gate, passengers should be notified when it is time to board the aircraft and given the relevant instructions. If there are no boarding bridges at the respective airport, passengers should be taken to the aircraft, guided by a representative of the carrier or driven in vehicles intended for that purpose, in accordance with the applicable provisions on airport operations and security established by the respective authority.

Article 7. Passengers with connecting flights on the same airline

If, at the time of embarkation for the initial leg of a journey to be continued on a connecting flight on the same airline there is a delay or it were foreseen that, under normal flying conditions, the passengers will not reach the connecting point in time to take the next flight, the airline should so inform them, allowing them to decide whether or not to take the flight, without any penalty whatsoever.

Article 8. Passengers' admittance

By presenting their air tickets and/or boarding passes, passengers should be permitted to board and subsequently transported, unless the air carrier has legal justification for refusing that service. In no case may passengers be refused transport for considerations involving discrimination of race, colour of skin, gender, language, religion, political opinion or any other form of discrimination.

Article 9: Facilitation of embarkation/disembarkation

The carrier should have the necessary technical, human and logistic resources available to facilitate the presentation and embarkation or disembarkation of passengers and their baggage, under reasonable conditions as to comfort, provided that they arrive on time and follow the relevant instructions.

Article 10: Passenger transport

Passengers shall be transported as contracted for, in accordance with the agreed fare, itinerary, frequency and schedule, provided they comply with the duties and obligations set out in these regulations.

Article 11: Treatment of passengers

Passengers must be treated with dignity and respect by the carrier or its representatives and employees at all times.

Article 12: Information about changes or delays

The carrier or its representatives shall inform passengers about flight delays, cancellations and diversions. During the flight, passengers shall be given information about the trip as soon as it is available to the crew and as long as it does not hinder their work.

Article 13: Denied embarkation

When an air carrier in charge of conducting a flight foresees the need to deny embarkation on a flight, it shall first ask for volunteers who will waive their reservations in exchange for some benefits, under the conditions agreed upon between the interested passenger and the air carrier in charge of conducting the flight. Volunteers shall receive assistance as it is indicated in the Article 23 (passenger compensation). If the number of volunteers is not enough for the remaining passengers with a reservation to embark on said flight, the air carrier in charge of conducting the flight may deny embarkation to passengers against their will.

If passengers are denied embarkation against their will, the air carrier in charge of conducting the flight shall compensate them immediately pursuant to Article 23, and provide them assistance in accordance with the Article 22.

Article 14: Safety announcements

Passengers shall be given the necessary safety information (on the use of emergency equipment, evacuation, etc.) before and during the flight through physical demonstrations, announcements, audiovisual means and printed material. Likewise, passengers shall enjoy maximum safety conditions during the flight, in keeping with applicable international civil aviation standards and rules. The obligations of the carrier in regard to passenger safety start as of the moment they move to board the aircraft, leaving the terminal, dock or airport building, and last until they enter similar places once the flight has ended. All of this is governed by the provisions of the System of Contractual Civil Responsibility of the air transport.

Article 15: Individuals with impaired mobility

Passengers with any limitation and older adults requiring special assistance, as well as children under the age of five (5) and pregnant women, together with their companions (if necessary), shall be allowed to board first. The airline must give these passengers the necessary assistance to find their places in the aircraft and, insofar as possible, assign them the most comfortable seats in keeping with their chosen fares.

In the case of seriously ill people who must travel with a doctor, the airline must assign space and embark both the sick person and the accompanying doctor first.

Article 16: Care for sick, mentally disabled or minor passengers

When the carrier knowingly admits sick, mentally disabled or minor passengers, it must provide them with the ordinary care their state or condition demands. It shall also provide the assistance and care that are within its possibilities to passengers who suffer sudden injuries or become sick during the flight.

In order to transport such passengers, airlines should demand a medical certificate issued no more than twelve (12) hours before the flight, with an indication of the doctor's registration number, explaining the health condition of the passenger and his/her fitness for the trip. Likewise, and depending upon the condition of the passenger, a doctor or other suitable person could be asked to assist such passenger at his/her expense during the trip, unless the doctor certifies that it is unnecessary.

In accordance with the conditions described above, the airline may collect additional charges if it becomes necessary to assign personnel to care for such passengers or for any care that results in a cost to it.

Article 17: Transport of sick persons

Transport service may not be denied to the persons dealt with in the preceding Articles, unless it is obvious that, under normal flight conditions, their health condition could worsen, that the aircraft does not have the necessary resources to transfer them safely, and that the condition of those passengers pose a risk to the rest.

Article 18: Pregnant women

Pregnant women should not travel by air after their seventh (7<sup>th</sup>) month of pregnancy, unless the trip is strictly necessary; in that case, such passengers should sign a document backed by a medical certificate attesting to their fitness to travel and freeing the company from the responsibility for any contingency that could arise during the flight as a result of their condition.

Article 19: Exemption clauses

Statements containing clauses exempting the carrier from any liability in regard to the events dealt with in the previous Articles shall not become effective under law and/or international agreements. Nonetheless, there is nothing to hinder the signing of a statement describing the passengers' diseases or injuries, the care they will require during the flight when within the carrier's means and the specific risks to those passengers of the flight, in order to demonstrate the pre-existence of such circumstances in application of the following Article and to be able to take the necessary preventive measures.

Article 20: Exemption of the carrier

The carrier shall not be responsible for damages suffered by passengers as the exclusive result of the acts of third parties, when they are the exclusive fault of the passengers as a result of pre-existing injuries or disease prior to the flight that were not worsened as a result of acts that can be imputed to that carrier, provided that said carrier also proves that it took all of the necessary measures to avoid the harm or that it was impossible to take such measures.

Artículo 21: Incumplimientos y compensaciones

En todos los casos de incumplimiento por parte del transportista aéreo, deberá informar inmediatamente al pasajero sobre las políticas previstas por la compañía para la correspondiente compensación, sin perjuicio de las normas previstas en esta Recomendación en consideración a lo siguiente:

Article 22: Cancellation, interruption or delay

When the trip is unable to be started under the stipulated conditions or its start is delayed as a result of an act of God or for meteorological reasons affecting its safety, the carrier shall be freed from any responsibility by refunding the cost of the airline ticket. Passengers may, in such cases, demand the full refund and no sanction whatsoever shall be admissible.

Once the trip has started, if it is interrupted for any of the reasons pointed out in the previous paragraph, the carrier shall be liable to transport the travellers and their baggage on its own account, using the most rapid means possible, and to deposit them at their destinations, unless the passengers decide to accept the refund of the part of the price that is proportional to the portion of the flight not travelled. In such cases, the carrier shall also cover reasonable food and lodging expenses stemming from the interruption of the trip.

Article 23: Passenger compensation

In cases of cancellations, interruptions or delays in which no refund was made as stipulated in the previous Article or in the event of any other occurrence that may be attributed to the carrier, as well as the overbooking of space, the carrier shall compensate the traveller in accordance with the following:

1. Delays: When there is a delay in the start of a flight (start of taxiing for take-off) and the scheduled flight time cannot be complied with, the following shall be offered, with the authorization of the corresponding aeronautical or responsible authority:
  - a) When the delay is more than two (2) hours and less than four (4), passengers shall be served a snack and allowed a telephone call--of no more than three (3) minutes--or a communication via the most expeditious means to the destination, or origin, in the case of connections, at the passengers' request.
  - b) When the delay is more than four (4) hours and less than six (6), passengers should be provided, in addition to the above, with meals (breakfast, lunch or supper, according to the time).
  - c) When the delay is over six (6) hours, the carrier should, in addition to the above, compensate passengers as provided for in the numeral 6 of this Article. However, if the delay goes beyond 20:00 (local time), the airline should also provide passengers with lodging (if they are not at their homes) and transfer expenses, unless they voluntarily agree to extend their waiting period if it is foreseen that the flight may be made within a reasonable length of time.
2. Interruption of the transport. In cases where the transport is interrupted, as provided for in the previous section, if passengers decide not to accept the refund of the proportional part of the price corresponding to the segment not flown, they will be compensated for the delay endured until the trip is resumed, as stipulated in the previous numeral 1.
3. Cancellation. If the airline decides to cancel the flight and passengers have confirmed reservations and the total cost of their tickets has not been refunded, and if the following things have not been obtained:
  - a) Transport to the final destination under comparable transport conditions, as soon as possible, or
  - b) Transport to the final destination under comparable transport conditions, on a later date convenient for the passenger, depending on available space.

In the case of cities or regions with several airports, the air carrier in charge of conducting the flight, who offers to the passenger a flight to an airport other than the one for which the reservation was made, must assume the passenger transportation expenses from that second airport, either to the airport for which the reservation was made or to another place nearby as agreed with the passenger.

Lodging if they are not at home and transport expenses shall be also covered. Furthermore, if there is a delay before the flight is cancelled, passengers shall be given the compensation provided for under the numeral 1), as appropriate.

4. **Overbooking:** If passengers with confirmed reservations who have gone to the airport at the proper time are denied embarkation due to overbooking, the carrier should provide those passengers with a trip to their final destination on the following flight available on the airline itself, on the same date and route. If there is no flight available, the carrier should make the necessary arrangements on its own account to embark the passengers on another airline as rapidly as possible, and/or will proceed with the refund of the entire price corresponding to the part or parts of the trips not made with regard to the initial trip plan, the previous without prejudice of the foreseen additional compensation in the numeral 6 of this Article.
5. **Anticipation of the flight:** If the airline anticipates the flight time by more than one hour without advising passengers or if, having been advised of the change, they are unable to travel on the new schedule imposed, such passengers should be provided with travel to their final destination on the following flight of the same airline that is convenient for them, on the same route. If no flight is available, the carrier shall make the necessary arrangements on its own account to embark the passengers on another airline. In those cases, those passengers shall pay no additional fee if the new seat is in a higher fare category. If the passengers do not accept any of these alternatives, they may demand that the price paid for their tickets be refunded with no penalty whatsoever.
6. **Additional compensation:** The airline should compensate passengers with a sum equivalent to at least 25% of the value of the ticket, payable in cash or in any other form acceptable to them, such as tickets for the routes flown by the airline, vouchers for purchasing airline tickets, recognition of miles, etc., in the following cases:
  - a) Overbooking, through direct agreements with the passengers when they voluntarily agree not to travel on the planned flight.
  - b) A delay of more than six (6) hours, for causes attributable to the carrier. In order to determine the value of the journey to be compensated for, the total price paid for the airline ticket shall be multiplied by the ratio of the distance of that journey to the total distance.
7. **Transit and connections:** The aforementioned compensations are applicable, as well, to passengers in transit or with connecting flights that are unable to continue their trips for reasons attributable to the airline.

Article 24: Penalties

If the carrier fails to provide the compensation that is in order, according to the foregoing sections, it shall be penalised as provided for in the regulations of each State.

Article 25: .Exemption from penalties

If passengers have been compensated in the way provided for in the foregoing sections, the carrier may be exempt from administrative penalties if the relevant legislation so authorises.

Likewise, if passengers fail to accept any of the foregoing options for compensation, they may demand the refund of the total amount paid or the amount proportional to the segment not flown, without any penalty for them or the carrier.

Article 26: Refunds and reissuing of air tickets

In cases other than those already provided for, passengers may demand a refund of the price paid for the ticket, for the following reasons:

1. Passenger's decision not to travel: If passengers decide not to travel, they shall be entitled to a refund of the amount paid for the ticket, although it may be reduced by a percentage in the airline's favour, in accordance with company regulations as approved by the aeronautical or responsible authority (provided that reimbursable fares are involved).
2. Loss of the airline ticket: In case that the passenger invokes loss or total destruction of the ticket, this one has right to the expedition of a new one or the refund of its value, if the ticket is refundable, presenting the correspondent denounces, and once is determined that the above-mentioned missed or destroyed ticket cannot be used by any other person, or if its term of validity has expired. The loss of the ticket does not invalidate the existence of the air transport contract, which will be able to justify with any other evidential means.

Article 27: Supply of food and beverages

The provision of food and beverages on board the aircraft is not an obligation of the carrier, but it shall be responsible for any harm to passengers' health as a direct result of their poor state of conservation or hygienic conditions when consumed on board.

Article 28: Carrier's obligation for results

As a result of the transport contract, the carrier shall transport the passengers by air safely and soundly to their destination, in keeping with the schedules, itineraries and other aeronautical rules within a sensible period of time and by a reasonably direct route, without detriment to the provisions set out in the Article 17 of the present Recommendation.

Article 29: Passenger injuries

In case of hurts, death or injuries of the passenger on board or during the execution of the transport, from the operations of embarkation and until the disembarkation ends, this one or his/her successors have the right to be indemnified in conformity with the established in the System of contractual civil responsibility of the air transport. The previous thing does not impede that the passenger, can acquire life insurances or trip insurances

Article 30: .Location and assistance to family members of victims of accidents

In the case of an accident or incident, or the injury or death of passengers in any other way during the performance of the transport contract, the carrier shall notify the persons referred to by the passengers when making reservations or subsequently and shall provide them with the relevant information and support; or if such persons are not available, others who accredit their family relationship to the victims.

Article 31: Claims

In the event of non-compliance or dissatisfaction with the service, passengers may resort to the following instances: Present their claim personally to the airline in writing or verbally so that a direct arrangement may be made by means of compensation on indemnity as part of a conciliation or a transaction; submit a complaint to the aeronautical or responsible authority so that that authority may undertake the necessary

investigation if the passengers have not been adequately compensated; and/or bring suit for the relevant compensation.

Article 32:      Waiting lists

The carrier may include in waiting lists for its flights larger numbers of passengers than the available space so as to occupy the seats of passengers who fail to show up. The seats shall be assigned in strict order of personal arrival of the passengers, who will be given numbers that will be strictly respected. Inclusion on the waiting list does not entail the right to embark.

**CAPÍTULO TERCERO:      DEBERES      DEL      PASAJERO      Y      DERECHOS      DEL  
TRANSPORTISTA AÉREO**

TITULO A.      RELATIVOS A LA INFORMACIÓN, RESERVAS Y BILLETES DE PASAJE

Article 33:      Veracity of the information

The passenger must give the air carrier or the agent of trips, veracious information about his/her personal information. Such information will have to include at least, complete name, original document of identity, address, residence and telephone of contact instead of the acquisition of the ticket or instead of the origin of the trip and the name, address and telephone of a person in any place to whom it is possible to contact in case of accident, or of any other contingency. In case that the information given to the air carrier is erroneous, incomplete or inaccurate, it will not be an obligation to inform the passenger about the changes that can happen in the flights and itineraries.

Article 34:      Regarding the reservation, it has been established the following duties:

1.      Confirmation of reservations

If the airline or its representative so request, passengers must confirm their reservations in accordance with the special conditions that are applicable and as indicated to them.

In order to confirm reservations, the airline may request the passengers or their representatives to give the numbers of the air tickets they have purchased or proof of their acquisition.

Likewise, in order to minimise overbooking practices and to guarantee the seriousness of the reservations, airlines may, directly or through their representatives, demand a prepayment on account of the value of the ticket, in cash or by credit card, when making or confirming the reservation, such sum to be credited to the cost of the ticket when the purchase is effectively made.

If the above conditions are not fulfilled, the airline or its representative may refrain from making the reservation or may cancel it, as appropriate

2.      Reconfirmation

The airline may require that, once the outgoing flight has been made, the passenger reconfirms the confirmed return flight reservation no later than twenty four (24) hours in advance, unless the return flight is on the same day.



3. Failure to confirm

If the passenger fails to confirm or reconfirm his/her reservation as indicated in the previous numerals, the carrier may use the respective space. The passenger can request a new reservation for a later date.

4. Cancellation or change in reservation

If the reservation will not be used, the passenger should cancel it according the terms determined in the numeral 4 of the Article 4 about the desistance of the passenger, unless the return flight is on the same day. Any change that he/she pretends to make in his/her reservation must be requested with a beforehand notice of the same time, provided that fares with restrictions and special confirmation requirements are not involved, and shall assume any possible surcharges according to the fare conditions and the availability of space.

5. Cage reservations for pets

Passengers, on making their reservations, shall inform the airline or its representative when they plan to travel with a pet, so that the respective cage can be separated, provided that the airline offers that service. Likewise, passengers should inform the airline about any other element whose transport may be restricted.

Article 35: Air tickets and fares

1. Deadlines for purchasing air tickets: If, upon making a reservation, passengers are told that they must purchase and pay for their tickets before a given date with respect to certain fares, they must do so and accredit the payment by that date at the latest, abiding by the respective conditions approved by the carrier. Otherwise, their reservations could be cancelled with no need for prior notification.
2. Payment of the price: On purchasing an airline ticket, passengers are obliged to pay its price in accordance with the effective rate and in the way agreed (cash, credit, credit card, check, etc.).
3. Excess charges: Passengers must pay the excess charge if they decide to travel using a fare that is higher than that initially agreed upon or that is outside the terms agreed in the promotional fares. Likewise, they shall be reimbursed the excess amount charged if they travel in a category or class that is inferior to the one purchased.
4. In case of purchase of tickets through Internet, the passenger must be sure that the used systems of sale are reliable, being necessary to keep informed or requests information to the competent authority with regard to the authorization of an agent or third party to commercialize products of the air carrier, in flights that begin in his/her country.

TITLE B. CONDUCTION OF THE TRANSPORT

Article 36: Passenger show up

Passengers should show up at the counter of the air carrier and make a check within the period of time indicated by the airline or its representatives when they purchased their air ticket or made their reservation. In the absence of such indications, they should check in at least one (1) hour and a half (90 minutes) before the departure of domestic flights and three hours (180 minutes) before the departure of international flights.

Article 38: Passenger absence or untimely show up

If passengers fail to show up or do so at an untimely moment and are not able to travel, they may be assigned seats and reservations for another flight, in which case the carrier may impose a penalty not to exceed ten percent (10%) of the sum paid for the journey, which may be required as a precondition for embarkation

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Article 39: Travel documents

Passengers must identify themselves and present their travel documents when requested by the carrier or immigration, police or customs authorities at the airport. If they fail to do so, the airline may refuse to embark them.

Article 40: Departure lounges

In airports with departure lounges, passengers should obey the instructions from the carrier to go there at the appointed time after check-in and being given their respective boarding pass; they shall proceed to board the aircraft when so advised.

Article 41: Inspections and control procedures

Passengers are obliged to abide by the airport security and operation regulations that are in effect and to submit to the inspections and other control procedures and security measures ordered by the airport authority or the respective airline during embarkation, the flight and disembarkation. If they are asked to identify their baggage before boarding, neither the passengers nor their baggage will be embarked unless that requirement is fulfilled.

Article 42: Inspection of valuable objects

Passengers should submit to inspections established at the airports before and during embarkation. Nonetheless, if carrying valuable objects that have been duly declared or having any disability, they may demand that the inspection be carried out privately.

Article 43: Seat assignment

Passengers must occupy the seats assigned to them when checking in, unless, for some justified request by the crew, they are asked to occupy others or the crew authorises them to do so.

**Article 44: Seats assigned to special passengers**

Minors, sick persons or those with some disability, and those who for some reason require the assistance of another person should not occupy the seats next to the external aircraft doors or emergency exits in order to facilitate possible evacuation. If crutches, wheelchairs or any other devices are used, these should be placed in such a way that they do not obstruct circulation within the aircraft or impede emergency evacuations.

**Article 45: Passenger behaviour**

It is the obligation of passengers to heed the instructions on safety or behaviour during the flight given by the carrier and its crew during embarkation, taxiing, take-off, flight, landing and disembarkation operations. The captain is, by law, the highest-ranking authority on board the aircraft and, for that reason, all other crew and passengers are under his/her authority during the travel.

**Article 46: Improper, unlawful or security-threatening acts**

In order to establish measures that provide for appropriate penalties for all passengers whose improper behaviour on board the aircraft hampers the normal development of operations, it is in the interest of the States to establish an appropriate procedure for summarily penalise behaviours that are not classified as an offence, but are categorized as administrative misdemeanours. Passengers should refrain in particular from:

1. Removing their safety belts or rising from their seats at moments not authorised by the crew.
2. Using cellular or satellite telephones, radio transmitters or receivers, portable computers and other electronic equipment that could interfere with the aircraft flight, communications or navigation systems, as indicated by the crew during the flight or its preparatory phases.
3. Removing or misusing the life vests and other emergency equipment or other elements on board the aircraft or at the airport.
4. Obstructing the alarms and fire detection or other contingency systems installed in the aircraft.
5. Smoking in any part of the aircraft during domestic flights or in unauthorised areas of the aircraft during international flights when smoking is permitted.
6. Taking attitudes or making comments that can create panic among the other passengers.
7. Attacking any of the passengers or aircraft crew or ground personnel at the service of that aircraft either physically or verbally.
8. Carrying weapons or cutting, sharp or blunt instruments that could be used as weapons on board the aircraft or at the airport.
9. Displaying behaviour or executing acts that are obscene.
10. Consuming during the flight, without carrier authorization, food or beverages that were not supplied by them.

11. Boarding the aircraft or remaining in it in an advanced state of alcoholic intoxication or under the effects of prohibited narcotics or psychotropic substances.
12. Any other act or deed that is considered by the airline, the aeronautical or responsible authority to be wrongful and that is defined in the general conditions of the transport contract, in the aeronautical standards or in the Guidance material on the legal aspects of insubordinate or troublesome passengers (ICAO Circular 288-LE/1).

Article 47: Passengers in special legal situations

For the transport of passengers in special legal situations, travelling under orders of any legal, administrative, or police authority or deprived of their freedom as a result of being accused of a crime, the special security measures stipulated in the National Airport Security Plan or in circulars issued by the aeronautical or responsible authority for this purpose, together with any additional measures the airline may require based on the special conditions involved, shall be strictly observed. Persons or officials responsible for guarding those passengers should, on entering the originating airport, contact the police, airport security and the airline's own authorities, reporting such passengers so that the necessary measures might be taken. In the event of non-compliance with such measures, the airline shall refuse to accept those passengers.

**CHAPTER FOUR: BAGGAGE**

**TITLE A. PASSENGERS RIGHTS AND CARRIERS OBLIGATIONS**

Article 48: Type of baggage

Passengers have the right to carry with them on the same flight the amount of baggage indicated by the carrier in accordance with the aircraft's capacity and, in any case, within the amount foreseen in the applicable provisions.

Baggage may be carried as hand baggage in the passenger cabin when its weight, characteristics and size make that feasible; or as checked baggage in the aircraft hold. The transport of the baggage is included in the price of the airline ticket when it is within the permitted weight.

Article 49: Baggage claim voucher

The carrier should give passengers, as receipt for the baggage received for stowage in the hold, claim vouchers identifying the number of pieces, their weight and destination. These documents will be attached to the airline ticket and to the corresponding baggage. The baggage shall be released upon presentation of the claim vouchers. Failure to present such document shall give the carrier the right to verify the identity of the claimant and the release of the baggage may be delayed until such verification has been made. For such cases, passengers should mark their baggage properly with their names, country and city of residence and telephone number.

Article 50: Baggage transportation conditions

The transport contract printed on the airline ticket should clearly include the provisions concerning baggage transport.

Article 51: Transportation and care of baggage

The carrier, in transporting checked baggage or items, should receive, carry and deliver them to the passengers in the condition in which they were received, which is presumed to have been good, unless otherwise shown. The carrier shall have the responsibility to transport the baggage as stipulated in the international agreements in effect in each State and shall be governed by the national laws of each country in the case of domestic flights.

Article 52: Loss, damage or delay of the baggage

In the event of the loss, delay, looting or damage of checked baggage, passengers shall have the right to receive the compensation provided for in each State's regulations on domestic air transport and in the System of contractual civil responsibility.

Article 53: Delay in delivery

If the baggage fails to arrive on the same flight as the passenger, the carrier should deliver it as soon as possible, so that the owner may check its condition.

Article 54: Deadline for filing claims for failures in baggage transport

The carrier should deal with claims alleging the destruction, delay, looting or loss of checked baggage, provided that they are submitted under the following terms:

1. For domestic transport, in keeping with each State's domestic regulations.
2. For international transport, it will be ruled by the System of contractual civil responsibility of air transport.

Once claims or complaints have been received, the company shall immediately start the search or compensation process, if necessary.

Article 55: Prejudices for loss, breakdown or destruction and delay of baggage

In case of loss, breakdown, destruction or delay in the delivery of the baggage of the passenger, this one has right to be indemnified in conformity with the foreseen in the internal regulation of every State, when it is a question of transport in domestic flights or of conformity with the stipulated in the System on civil contractual responsibility of the air transport.

Article 56: Compensations

In addition to the aforementioned, if the passengers' accompanied or unaccompanied baggage fails to arrive or arrives on another flight, therefore requiring their owners to return to the airport to claim it, the cost of the movements to and from the airport, if they were necessary, will be assumed by the air carrier. In such cases, the air carrier will also provide the passenger the primary expenses that are those understood as indispensable in order to secure clothes and hygiene items.

Article 59: Limitations for merchandize embarkation

Passengers should not take on board any kind of element that may be considered a dangerous good

(explosive, flammable, toxic, corrosive, radioactive, etc.); this includes, *inter alia*, matches, fireworks, fuel, paint, solvents, glue, bleaches, acids, compressed gas or insecticides. Passengers must also refrain from carrying on board any type of element, drug or psychotropic substance whose carriage, possession, trade or use is prohibited. Any ordinary element of a doubtful nature should be reported at check-in so that a decision may be made as to whether to allow it on board.

Article 60:      Transportation of weapons

If carrying any type of legally permitted weapon or ammunition, the legal procedures established in each country shall be followed.

Article 61:      Articles of difficult transportation

Passengers shall not include in their checked baggage fragile or perishable items, money, jewellery, precious stones or metals, silverware, negotiable documents, securities or other valuables, cash, passports, photographic or video cameras, computers, calculators, walkman (or portable radio cassette players), glasses, or liquor bottles, for which the carrier does not assume responsibility if transported under such conditions. However, it will be able to formulate to the air carrier a special declaration of value and to pay the supplementary sum that corresponds, in which case, the air carrier will be forced, in case of loss, destruction, breakdown or delay of the baggage, to pay to him/her a sum that will not exceed the declared value.

Article 62:      Valuable objects

Valuable objects should be transported under a declared value statement. If the carrier accepts that value, it shall be liable up to that value. However, in such cases, the carrier could require passengers to take additional safety measures for said transport.

Article 63:      Transportation of pets

Animals or pets that can pose a risk or be bothersome to other passengers on board shall not be carried in the passenger cabin. These animals shall travel in the cargo holds, unless otherwise authorised by the carrier on verifying that such species do not pose a risk or are not bothersome, or that they are seeing-eye dogs for the blind. In any case, before their transport, interested parties must demonstrate compliance with all of the health requirements established by the responsible authority at the originating airport, including, *inter alia*, the animals' health certificate and vaccination and inspection certificate when an international flight is involved. The animals shall travel in cages supplied by the passengers, provided that they are appropriate for their transport, or requested from the carrier beforehand. The passengers shall be responsible for taking the minimum hygienic and health precautions for the pets.

Article 64:      Transportation of food and plants

Passengers should not include, in their checked or hand baggage, products whose entry into the country or other countries is prohibited or restricted.

Article 65:      Compliance with instructions

Until their arrival at their destination airports and as long as they are on board the aircraft, all passengers shall comply with the orders of the captain, including remaining in their seats with their safety belts on until they are told otherwise.

**Article 66: Passenger liability for non-compliance**

The failure of passengers to fulfil their obligations constitutes a breach of the air transport contract, in which case, the carrier shall not be responsible for any damages they may suffer as a result of that non-compliance. In such cases and depending upon the seriousness of the situation, the carrier, represented by the captain of the aircraft as provided by law, may refuse to admit such passengers, order their disembarkation if the aircraft is on the ground or during the following landing or stop, whether scheduled or for that exclusive purpose, requesting, if necessary, the assistance of airport or police authorities at the respective airport. This does not preclude the liability of such passengers and any legal action that may be taken against them for the damages inferred to the carrier or other passengers.

If transportation is interrupted under the aforementioned conditions, the carrier shall be relieved of its obligation to transport the passengers to their agreed destination and no refund shall take place. This shall not preclude the possibility that the carrier may agree to transport such passengers in the same or in another flight if there is reason to believe that the hazard or non-compliance has ceased and that similar deeds shall not be repeated. In such cases, the carrier shall immediately report the decisions taken to the aeronautical or responsible authority.

**CHAPTER FIVE: USER SERVICE SYSTEM****Article 67: General dispositions of the user service system**

All regular commercial public air passenger transport service operators enterprises may maintain a user service system at each airport where they operate, through which they must immediately and personally handle passenger claims and suggestions, offering immediate solutions that are relevant in accordance with the circumstances; otherwise, they must immediately transfer the corresponding request to the person or unit that should resolve it as quickly as possible. This system shall work in co-ordination with the assistance service for relatives of accident victims mentioned in this Recommendation.

**Article 68: System personnel**

The customer service system at each airport can be implemented with special personnel assigned for that purpose or personnel that the airline normally maintains for other tasks, provided that they are properly trained and their normal jobs permit it.

**Article 69: Operating schedule**

The service system shall operate during the hours that the operator has flights, starting at least one hour before the first flight until one hour after the last daily flight.

**Article 70: Claims procedure**

For presenting complaints, claims or suggestions, companies should design easily understood forms and make them available to the general public. Such forms shall contain the information envisaged in the model included as **Appendix A**. If the companies operate internationally, the forms used shall be written in Spanish and, at least, in English.

**Article 71: Advertisement**

Once the corresponding customer service system has been adopted, each company inform the aeronautical or responsible authority about it, indicating how the service is to be offered and its *modus operandi* and attaching a copy of the implemented forms.

Article 72: Dissemination

The provisions about the rights and obligations of users and air carriers that are contained in these regulations shall be binding on airline personnel and their representatives in charge of ticket sales and reservations and counter check-ins, as well as on crew members and personnel responsible for customer services, in keeping with the preceding sections; consequently, this shall be covered in the training given to such personnel.

Likewise, the airlines, as well as their agents and intermediaries, shall disseminate the text of these provisions among their users and shall keep their texts for consultation by the passengers at the customer service points at the counters and at the reservation centres and shall have at least one copy on board each aircraft for consultation by company personnel or by the passengers.

**CHAPTER SIX: NON-COMPLIANCE OF THE DISPOSITIONS**

Article 73: Non-compliance of any of the above provisions by commercial air service companies, their agents or intermediaries, as well as by the users, shall be penalised as provided for in the regulations that are in effect on the subject, without detriment to any possible civil or criminal action that may be applicable.

**CHAPTER SEVEN: RIGHTS AND OBLIGATIONS OF THE USERS AND OPERATORS OF AIRPORT SERVICES**

Article 74: General principles

It is the duty of the airport operator to provide all of the services required at airport facilities under principles of total quality, equality and equal treatment and oriented towards satisfying customer demands.

Article 75: With regard to customer attention, service and information, the airport operator shall:

1. Provide respectful and courteous service to the users of the air terminal (passengers, airlines, security companies, State institutions, etc.).
2. Give priority to collaborating in caring for persons with special needs.
3. Have an appropriate system to communicate flight information that includes effective means, such as: panels, monitors, clearly audible loudspeakers, etc. so that passengers and the general public can be duly informed about flight arrivals, departures and cancellations and especially about any last minute changes in departure and arrival times and gate numbers.
4. Have an appropriate signalling system to properly guide users in airport facilities.
5. Guarantee adequate sanitary conditions.



6. Offer and maintain the necessary conditions to guarantee the greatest comfort possible to users, such as: chairs, rest rooms, stairways and escalators, elevators, water fountains, diaper changing stations, waste baskets, ventilation, lighting, telephones and special facilities for the handicapped, pregnant women and the elderly. It shall also, insofar as possible, facilitate the operation of restaurants and cafeterias, drug stores and newspaper and magazine stalls at the respective airports.
7. At the airports, supply sufficient telephones for the service of the users, keeping in mind the disabled.
8. Ensure that appropriate means of transportation are available to handle the ground movement of users.
9. Promote all types of means and methods to educate users that will contribute to their knowledge of their rights and obligations so that they are able to duly exercise them fully and satisfactorily.

Article 76: With regard to the infrastructure for the provision of airport services, the operator of such infrastructure should:

1. Make sufficient counters available to the airlines so that passengers may be served as promptly as possible.
2. Have appropriate infrastructure to handle flight operations expeditiously and without congestion.
3. Provide ramps and facilities for the movement of the disabled.
4. Have sufficient conveyor belts to ensure that baggage is delivered to the passengers as quickly as possible.
5. Provide preventive maintenance to airport equipment in order to reduce its possibility of failure and the consequent delay in serving the users.
6. Provide flight plan offices with the necessary space for the attention and comfortable stay of airline crews and personnel.
7. Have available areas for the airlines for waiting and circulation areas, and, for the government agencies, telecommunications, security, first aid, maintenance, cargo areas, commercial areas, etc.
8. Provide appropriate facilities for users to legally exchange listed foreign currencies.
9. Have available appropriate facilities for administering public, animal and plant health measures applicable to aircraft, crews, passengers, baggage, goods, mail and supplies.
10. Maintain vehicle-parking areas that are ample enough and have enough collection booths to speed up service during the entry and exit of vehicles and persons.
11. Assign parking spaces in an optimum way and as close as possible to the terminal building for rapid loading and unloading.
12. Plan parking spaces for aircraft that are neither embarking nor disembarking, loading or unloading, to keep them from obstructing traffic circulation on the apron.

13. Facilitate in the aircraft parking spaces, access to the necessary means (communications, materials, etc.) for the rapid execution of all service operations.
14. Provide facilities for fuelling aircraft safely and rapidly.
15. Have appropriate information systems available to the airlines so that passenger embarkation and disembarkation can be carried out without delays.
16. Provide adequate circulation areas through passing routes that are as direct as possible and avoiding crossings between passenger and baggage circulation routes or between the different circuits.
17. Provide the terminal with easy and rapid access routes for passengers and their baggage that arrive at the terminal using ground transport.
18. Establish baggage recovery points as close as possible to the ground transportation arrival points.
19. Provide specialised equipment to carry out baggage control and inspection, thus speeding up the process.
20. Facilitate mechanical systems that are appropriate for the volume of traffic and that are capable of classifying, transporting and loading large quantities of baggage in the least possible amount of time.
21. Provide facilities for storing baggage left behind at the airports, to be picked up later.
22. Provide a suitable area where passengers can rapidly identify and recover their baggage.
23. Have sufficient control posts so that arriving passengers and crews can be cleared as quickly as possible.
24. Have a terminal devoted exclusively to cargo, so that cargo aircraft can arrive directly and cleared on that same site.
25. Provide easy and rapid access to cargo terminals, bearing in mind the amount of space needed by large trucks to manoeuvre into proper position.
26. The cargo terminal should be furnished with points of delivery and reception, adjusted to the truck platform height.
27. Provide mechanical and automated means for loading, unloading, transporting and storing cargo.
28. Have an effective and hygienic system for the disposal of excreta, trash, sewage, waste, uneaten food, food residues and other matter that is dangerous to health.

Article 77: With regard to total quality of customer service, the airport operator shall:

1. Establish or co-ordinate, with the responsible authority, the procedure whereby users can submit their claims and suggestions (complaint office, electronic terminals, mail, etc.).
2. Handle user claims relating to airport services within a reasonable period of time (hours/days).

Article 78: With regard to commercial air service operators, airport operators shall:

1. Inform airlines that operate scheduled and non-scheduled services, with sufficient time in advance to the high traffic seasons, of any limitations that could be applied (infrastructure, maintenance, etc.), so as to adjust the traffic to airport capacity.
2. Ensure that the operators fulfil their obligation to provide the officers responsible for handling the information system with timely and up-to-date flight information, including last minute changes.

Article 79: Passenger that uses the airport infrastructure shall:

Chapter 1

- 1. Make good use of the airport facilities at their service.**
2. Treat the persons who provide services at the airport and other users with respect.
3. Abide by airport security regulations, particularly by keeping from carrying weapons or prohibited objects within the airport and by not entering prohibited or restricted airport areas.
4. Abide by health regulations by keeping from throwing trash in unsuitable places or having food, animals or plants and other elements of plant origin at the airport without taking appropriate control measures.
5. Comply with the security or air transport instructions of the operator or of the airlines.
6. Behave properly, avoid disruptive behaviour or create disorder in airport facilities.
7. Go to the embarkation lounges or immigration areas when told to do so and remain there as requested.
8. Refrain from obstructing circulation of persons by not placing baggage or other objects in aisles, on stairs or in other inappropriate places and keep from leaving such objects abandoned anywhere.
9. Refrain from smoking in places where it is not allowed.

Chapter 2 CHAPTER EIGHT: USER SERVICE QUALITY CONTROL

TITLE A. OBLIGATIONS OF THE AERONAUTICAL OR RESPONSIBLE AUTHORITIES

Article 80: The aeronautical or responsible authorities shall facilitate the establishment of service quality control systems, to which end they shall:

1. Have an "Airport Development Master Plan" that will allow for the progressive development of airport facilities, in accordance with aeronautical needs, for the purpose of providing efficient and quality service to the various users of airport terminals.
2. Ensure, in accordance with their area of jurisdiction, compliance with the standards of quality, quantity, reliability, continuity, timeliness and optimum provision of said services.

3. Ensure that airport capacity levels are consistent with the international guidelines of ICAO and of other industry-related organisations.
4. Evaluate performance associated with the maintenance and conservation of the aeronautical aspects of airports and the levels of customer satisfaction with the services provided.
5. Have a supervision system that monitors the performance of the airport operator and staffed by duly trained personnel for that purpose.
6. Examine and conduct random inspections with the frequency and emphasis deemed pertinent.
7. Collaborate with the airport operator on all matters necessary to demand and maintain the quality levels required for airport services.
8. Use the survey findings to monitor operator performance, concession holders, airlines and services provided by the State, as well as airport capacity problems.
9. Control the performance of the airport operator through the monitoring system.
10. Establish the National Facilitation Commission to provide the various government institutions (immigrations, customs, civil aeronautics, public security, narcotics, plant health, tourism, airport operators, etc.) and airlines with a forum that will permit guarantee compliance with the provisions of Annex 9 -Facilitation- to the International Civil Aviation Convention.
11. Establish in the regulations a national civil aviation security quality control programme so that airport operators, air transport operators, and service providers can set up quality systems related to the implementation of security measures and procedures.

#### TITLE B. OBLIGATIONS OF THE AIRPORT OPERATOR

Article 81: The airport operators will comply with the service quality control system, for which they will have to:

1. Comply with the quality procedures, rules and standards previously established in the airport service quality control programme.
2. Submit to such service quality assessment procedures and requirements as the responsible authority may establish.
3. Develop and implement a quality control programme which indicates the quality procedures, rules and standards.
4. Submit to quality control mechanisms under qualitative and quantitative standards on the following matters:
  - a) Performance quality standards (based on minimum acceptable levels of services measured in terms of the frequency and regularity of the services provided).
  - b) Airport capacity standards (based on minimum area requirements and measured according to mathematical formulae of congestion by areas, in keeping with IATA formulae and principles).

- c) User perception standards (based on user surveys and measured in a qualitative analysis of their perception).
5. The frequency for the accomplishment of the survey can be major that is to say not to do only the annual one. As offer, it was possible to value that in one year the survey is applied and there take the corrective necessary actions, and in the same year to apply again the survey to evaluate the impact of the actions. The principle is that one year is too much time and we traverse the risk of the inertia.
  6. Adopt and implement a quality improvement plan.
  7. Present an operating manual to the responsible authority in order to establish service quality procedures, assessment criteria and measurement standards in accordance with the ISO 9000 standards in force or an equivalent, and the best practices used worldwide at international airports.
  8. Adopt and implement a quality control plan, establishing performance standards for airport facilities and services and identifying opportunities for its gradual improvement.
  9. Set up training programmes for airport management staff in which the total quality management concepts are introduced.
  10. Implement a facility maintenance service quality control plan, oriented towards total quality management and continuous improvement of the maintenance programme.
  11. Abide by the ISO-9002 registration, which offers a globally recognised system aimed at customer satisfaction.
  12. Participate in the National Facilitation Commission and to comply with the guidelines it establishes. Likewise, to set up an Airport Facilitation Committee whose function will be to comply with the rules on facilitation.
  13. Institute quality systems that will guarantee the efficiency and effectiveness of the airport security programme in order to comply with airport security provisions.

**TITLE C. OBLIGATIONS OF THE REGULATORY ENTITY FOR CIVIL AVIATION, AIR TRANSPORT AND AIRPORT SERVICES**

Article 82: The regulatory entity function shall be performed by the aeronautical authority or by the responsible body designated by each State. This includes:

1. Hold an annual information meeting attended by the aeronautical or responsible authority, the entity responsible for airport management and, optionally, the contractors or concession holders and airport users, to discuss survey findings, inspections, claims, complaints and suggestions presented directly by the users and the solutions proposed in the quality improvement plan.
2. Condition rates on the implementation of the quality improvement plan.

3. Grant time periods for the corresponding correction and apply any penalties that may be in order if the plan fails to be carried out.
4. Encourage the adoption of user participation mechanisms that will guarantee proper attention to their proposals.

APPENDIX A

**CUSTOMER SERVICE DEPARTMENT "LTD"**

FOR AIRLINES \_\_\_\_\_ IS OF VITAL INTEREST TO KNOW THE OPINIONS, SUGGESTIONS AND CLAIMS REGARDING THE OFFERED SERVICE, FOR THAT REASON WE INVITE YOU TO FILL THIS FORM.

*In order to attend your claim is essential to fill all the fields that are detailed on the following.*

CONSECUTIVE COMPLAINT \_\_\_\_\_

City \_\_\_\_\_ Date \_\_\_\_\_ Reception place \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Dpt. \_\_\_\_\_ Office \_\_\_\_\_

Name of the passenger \_\_\_\_\_ ID Document \_\_\_\_\_ ID Number \_\_\_\_\_  
cc ii ps ce

Residence Address \_\_\_\_\_

Residence City \_\_\_\_\_ Country \_\_\_\_\_ Contact \_\_\_\_\_

Permanent Telephone \_\_\_\_\_ Temporary Telephone \_\_\_\_\_ Cellphone \_\_\_\_\_

E-Mail \_\_\_\_\_

**INFORMATION OF THE AIRLINE OR THE TRAVEL AGENCY**

Airline and/or Travel Agency \_\_\_\_\_ Flight Date: \_\_\_\_\_ Flight Time: \_\_\_\_\_ Flight Number: \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ AM \_\_\_\_\_ PM \_\_\_\_\_

Route \_\_\_\_\_  
 Origin: \_\_\_\_\_ Destination: \_\_\_\_\_

Connection Journeys: \_\_\_\_\_  
 Complaint Description (Select with an X the reason or reasons of the complaint)

N.	X	N.	X	APPLICATIVE
1		7		Damage or looting of the baggage
2		8		Loss or misplacement of the baggage
3		9		Overbooking
4		10		Reservation
5				Others:
6		11		

**ATTACHMENTS:**

- Flight ticket
- Boarding pass
- Baggage label \_\_\_\_\_
- Label Number \_\_\_\_\_
- Reservation record
- Flight voucher

- Baggage irregularity report  
N° \_\_\_\_\_
- Weight of checked baggage \_\_\_\_\_
- Weight of delivered baggage \_\_\_\_\_
- Others \_\_\_\_\_

**STORY OF THE FACTS**

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Signature of the passenger \_\_\_\_\_

**SPACE FOR THE AIRLINE USE**

Collaborator that attend you \_\_\_\_\_

Report of immediate attention offered to the client \_\_\_\_\_

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**COMPENSATIONS GRANTED TO THE PASSENGER**

N.	X		N.	X	
1		Telephone call	7		Primary Expenses in \$
2		Refreshments	8		Endorsement with another airline
3		Food	9		Bonds and/or travel bonds
4		Cash (\$)	10		Receipt
5		Voucher of the hotel	11		Others
6		Transfer and/or transport expenses in \$			

**COMPENSATIONS GRANTED TO THE PASSENGER**

I declare my entire approval regarding the received compensation in accordance with the present document, releasing the company from all responsibility

Name of the passenger \_\_\_\_\_ Airline Official \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_



## APPENDIX B

The following parameters may be used as guidelines for preparing the quality and total quality control programmes.

Area of responsibility	Measurement of performance	User/customer	Type of service
<b><u>Runways, ramps and taxiways</u></b>			
	a) Maintenance cost per square metre	Airlines	Operator's performance
	b) Airport capacity (number of flights during peak hours)	Airlines	Capacity
	c) Average time span between aircraft landing and passenger disembarkation	Airlines/passengers	Operator's performance
<b><i>Additional measures</i></b>			
	d) Percentage of airline aircraft movements for which there is no contact gate available	Airlines/passengers	Capacity
	e) Timely bus service on the air field, as a percentage of the total	Airlines/passengers	Operator's performance
<b><u>Terminals</u></b>			
	a) Maintenance cost per square metre	Passengers	Operator's performance
	b) Number of hours per working day	Passengers	
	c) Number of employees per working day	Passengers	
	d) Number of working days	Passengers	
	e) Response time for emergency repairs	Airlines/passengers	Operator's performance
<b><i>Additional measures</i></b>			
	f) Cost of cleaning service per square metre	Passengers	Contractor's performance
	g) Terminal O&M cost per passenger	Passengers	Operator's performance
<b><u>Cargo terminal (CTRM)</u></b>			
	a) Average time span for cargo movement (within the terminal)	Airlines/embarkation companies	Operator's performance

Area of responsibility	Measurement of performance	User/customer	Type of service
	b) Lost or damaged cargo as a percentage of the total cargo handled	Airlines /embarkation companies	Operator's performance
<b><i>Additional measures</i></b>			
	c) Cost per kg of the total cargo at the cargo terminal	Airlines/embarkation companies	Operator's performance
	d) Income per kg of the cargo terminal	Airlines/embarkation company	Operator's performance
	e) Rate of complaints per number of embarkations handled		
<b><u>Service quality</u></b>			
	a) Operating and maintenance budget per passenger	Passengers	Operator's performance
	b) Labour budget per passenger	Passengers	Operator's performance
	c) Labour cost as a percentage of total costs	Passengers	Operator's performance
<b><i>Additional measures</i></b>			
	d) Total rating in the annual passenger survey	Passengers	Operator's performance
<b><u>Labour productivity</u></b>			
	a) Number of passengers per airport employee	Passengers	Operator's performance
	b) Gross income per employee	Passengers	Operator's performance
	c) Net operating income per employee	Passengers	Operator's performance
<b><u>Income generation performance</u></b>			
	a) Non-aeronautical income as a percentage of total income	Passengers	Operator's performance
	b) Aeronautical income per passenger	Passengers	Operator's performance
	c) Non-aeronautical income per passenger	Passengers	Operator's performance

Area of responsibility	Measurement of performance	User/customer	Type of service
<b><u>Commercial activities</u></b>			
	a) Income from concessions and income per passenger	Passengers	Operator's performance
	b) Gross income from sales per square metre	Passengers	Operator's performance
	c) Net income per square metre	Passengers	Operator's performance
<b><u>Others</u></b>			
	a) Employee/hours of training and education	Passengers	Operator's performance
	b) Payroll/employee costs	Passengers	Operator's performance
	c) Marketing cost per passenger	Airlines/passengers	Operator's performance
<b><u>Financial management</u></b>			
	a) Quarterly and annual reports	Airlines/passengers	Operator's performance
	b) Follow up of receivables		Operator's performance
	c) Quality control programme	All customers	Operator's performance

*The present Resolution replaces the Resolution A17-05.*

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