

(Translation)

Unofficial Translation\*

INTERNATIONAL AIR CARRIAGE ACT  
B.E.2558

BHUMIBOL ADULYADEJ, REX.

Given on the 7<sup>th</sup> Day of February B.E. 2558;  
Being the 70<sup>th</sup> Year of the Present Reign

His Majesty King Bhumibol Adulyadej has the Royal Proclamation to announce that:

Whereas it is expedient to have a law governing international air carriage.

Therefore, His Majesty the King Bhumibol Adulyadej has graciously been pleased to enact this Act, with the advice and consent of the National Legislative Assembly, as follows:

**Section 1** This Act shall be called the “International Air Carriage Act, B.E. 2558”.

**Section 2**<sup>1</sup> This Act shall come into force when a period of ninety days as from the date following the date of its publication in the Government Gazette has been elapsed.

**Section 3** In this Act:

“Air Carriage” means air carriage of passengers, baggage or cargoes by an aircraft.

“Domestic Air Carriage” means air carriage of passengers, baggage or cargoes by an aircraft; whereas, parties to the contract agree that places of departure and places of destination must be within the territory of the same country; but it shall not include international air carriage under Section 4 Paragraph 2 and Paragraph 3.

“Passenger” means a non-aircraft crew who is allowed by the carrier to travel on the aircraft.

“Baggage” means checked and unchecked baggage.

“Checked Baggage” means baggage which is under the care of the carrier and of which tag has been issued by the carrier.

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<sup>1</sup> The Government Gazette, Volume 132 Section 10 (A) Page 12 dated 13<sup>th</sup> February 2015.

“Cargo” means movable property which has been delivered by the consignor to be under the care of the carrier for the purpose of air carriage.

“Aircraft” means an aircraft under the law governing aviation.

“Carrier” means a person who operates a business of air carriage for remunerations under normal business practice regardless of being a contract carrier or an actual carrier; and it shall include a person who operates a business of air carriage of passengers, baggage or cargoes by an aircraft.

“Contract Carrier” means a carrier who executes an air carriage contract with passengers, consignors or with any person who acted on behalf of passengers or consignors.

“Actual Carrier” means a carrier who operates a business of air carriage in whole or in part of the route by virtue of the Contract Carrier.

“Consignor” means a person who is a contractual party to a carrier for transport of cargoes under the air carriage contract.

“Consignee” means a person whose name is specified as the consignee in air waybill, receipt or record of which data is specified by any other method in the event that there is no issuance of air waybill or receipt, as the case may be.

“Employee” means a person who works for the carrier, regardless of receiving remunerations.

“Special Drawing Rights” means a unit of special drawing rights under the law governing authorization and determination of certain practices relating to special drawing rights in the International Monetary Fund.

**Section 4** This Act shall apply to the international air carriage for remunerations, including free-of-charge international air carriage operated by a carrier for remunerations under normal business practice.

The international air carriage under Paragraph 1 means air carriage of passengers, baggage or cargoes by an aircraft; whereas, parties to the contract agree that places of departure and places of destination must be within the territories of two countries or located in the territory of the same country but there are stopping places as agreed within the territory of another country, thus, regardless of stoppage during air carriage or transshipment.

Carriage operated by a successive carrier shall be regarded as one and unseparated carriage, regardless of agreement in terms of one contract or a series of contracts; and the nature of international air carriage shall not be impaired simply because such single contract or a series of contracts must be totally performed within the territory of the same country.

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**Section 5** This Act shall not apply to the carriage of postal parcels that the carrier shall be liable only to the post offices under the laws applicable to the relationship between the carrier and the post offices.

**Section 6** A carrier who operates a domestic air carriage service into or out of the Kingdom must provide “carriers’ liability insurance” under this Act.

The criteria, methods and conditions relating to the insurance under Paragraph 1 shall be in accordance with the provisions prescribed in the Ministerial Regulations.

Regarding the insurance under Paragraph 1, the Director-General of the Department of Civil Aviation shall be empowered to order the carrier to produce evidences of insurance.

In case of breach or non-compliance with the provisions contained in Paragraph 1 or Paragraph 3, the competent authority for licensing of air carriage operation shall be empowered to order the carrier to suspend its domestic air carriage into or out of the Kingdom until such carrier shall have complied with the provisions contained in Paragraph 1 or Paragraph 3, as the case may be.

**Section 7** The limits of liability of the carrier under this Act may be amended as prescribed in the Royal Decree.

**Section 8** The Minister of Transport shall take charge under this Act and shall be empowered to issue Ministerial Regulations for compliance with this Act.

Such Ministerial Regulations shall be enforced after the publication in the Government Gazette.

## CHAPTER 1

### CARRIAGE OF PASSENGERS AND BAGGAGE

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**Section 9** Regarding the carriage of passengers, documents of carriage shall be provided with at least the following particulars:

- (1) Statements indicating places of departure and places of destinations.
- (2) Statements indicating the stopping places as agreed for at least one place, in the event that places of departure and places of destinations are within the territory of the same country but the stopping places are within the territory of another country.

Other methods which contain the data indicated in Paragraph 1 may be used in lieu of the delivery of the carriage documents. In case, such other methods are used, the carrier shall propose to deliver to passengers the carriage documents indicating such available data.

The carrier shall deliver to passengers a tag for each piece of the checked baggage.

Passengers shall be given with a written notice of potential limitation of liability of the carrier to the events of death or injury of passengers, destruction, loss or damage of baggage and delay of the carriage service.

Any non-compliance with the provisions contained in this Section shall not affect the existence or validity of the air carriage contracts and such contracts shall be governed by this Act.

**Section 10** The carrier shall be liable to damage occurred resulting from passengers' death or bodily injury upon the conditions that the accident causing such death or injury must have occurred onboard or during the operation of embarking or disembarking of passengers onto or out of the aircraft.

**Section 11** The carrier shall be liable to any damage occurred resulting from the destruction, loss or damage of the checked baggage upon the conditions that the events causing such destruction, loss or damages must have occurred onboard or during a period when the checked baggage has been under the care of the carrier, except that the damage resulted from inherent defects, poor quality or dilapidation of the checked baggage.

The carrier shall be liable to any damage occurred to the unchecked baggage, including personal belongings of passengers which were carried with them onto the aircraft, in case, such damage resulted from the faults on the part of the carrier or its employees or representatives.

In case, the carrier acknowledged the loss of the checked baggage; or in case, the checked baggage has not arrived when a period of twenty-one days, as from the expected date of arrival of the checked baggage, has been elapsed, the passengers shall be entitled to demand all rights of claims against the carrier incurred out of the air carriage contracts.

**Section 12** The carrier shall be liable to any damage occasioned by the delay in the air carriage of passengers or baggage, except it was proven that the carrier and its employees and representatives had taken all reasonable actions to avoid such damage or it was impossible for the carrier and its employees and representatives to take all reasonable actions to avoid such damage.

**Section 13** In case, the carrier has proved that the damage was caused by or contributed to the negligence or other wrongful acts or omission of the person claiming compensation or the person from whom he or she derived his or her rights, the carrier shall be released, in whole or in part, from its liability to the claimant to the extent that such negligence or wrongful acts or omission had caused or contributed to the damage.

In the event that a non-passenger third party has claimed any compensation because of death or injury of a passenger, the carrier shall be released, in whole or in part, from its liability to the claimant, in case, the carrier has proved that the damage was caused by or contributed to the negligence or other wrongful acts or omission of the passenger.

The statements contained in this Section shall apply to all provisions governing the liability as prescribed in this Act.

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**Section 14** In the event that any damages incurred under Section 10 are valued no more than 113,100 Special Drawing Rights per each passenger, the carrier may not refuse or limit its liability, except it was proven under Section 13.

The carrier shall not be liable to the damages incurred under Section 10 for the value exceeding 113,100 Special Drawing Rights per each passenger, in case, it can be proven that:

(1) Such damage was not caused by the negligence or other wrongful acts or omission of the carrier or its employees or representatives.

(2) Such damage was purely caused by the negligence or other wrongful acts or omission of a third party.

**Section 15** In the event that any damage is caused by a delay in the carriage of passengers under Section 12, the liability of the carrier shall be limited to 4,694 Special Drawing Rights per each passenger.

**Section 16** Regarding the carriage of passengers with baggage, the liability of the carrier in case of destruction, loss or damage of baggage or any delay in the carriage of baggage shall be limited to 1,131 Special Drawing Rights per each passenger, except at the time of hand-over of checked baggage to the carriage, passengers have made a special declaration of their potential interest in the hand-over of such checked baggage at places of destination and have also settled any additional payment as required.

In the event that passengers have made a special declaration and have settled the additional payment as required under Paragraph 1, the carrier shall be liable to settle payment not exceeding the declared amount, except it is proven that such declared amount is greater than the actual interest of passengers upon the hand-over of the checked baggage at places of destination.

**Section 17** The provisions contained in Section 15 and Section 16 shall not apply, in case, it is proven that such damage resulted from the wrongful act or omission of the carrier or its employees or representatives by willfully causing damage or carelessly omitting to take any action despite the knowledge of such potential damage; provided that in case of wrongful act or omission of the carrier's employees or representatives, it must be proved that such employees or representatives of the carrier have taken actions within the scope of their duties.

**Section 18** The limits of liability as prescribed in Section 14, Section 15 and Section 16 hereof shall not affect the ruling of the Court demanding the payment of the Court fee and litigation expenses incurred, including interest, to the Plaintiff.

The statements contained in Paragraph 1 shall not apply, in case, the amount of damages decided by the Court does not exceed the amount that the carrier has offered in writing to the Plaintiff within a period of six months as from the date of occurrence of the event causing the damage or before the date of entry of action, in case, the case has been filed to the Court before the expiry of such period; and by careful calculation, the Plaintiff shall be entitled to receive an amount not exceeding the limits of liability as prescribed in Section 14, Section 15 or Section 16, as the case may be.

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**Section 19** Any requirements on the carriage of passengers and baggage that are aimed at releasing the carrier from its liability or determining the limits of liability to be lower than those provided herein shall be null and void; however, the nullity and voidance of such requirements shall not affect the validity of the whole contracts; and such contracts shall still be governed by this Act.

**Section 20** In the case where an aircraft accident occurred resulting in the death or injury of passengers, the carrier shall settle advance payments to those who are entitled to claim compensation to meet their immediate economic needs without delay.

Such advance payments under Paragraph 1 shall not be regarded as acknowledgment of the liability of the carrier; however, such advance payments may be deducted from any subsequent amounts payable by the carrier as damages.

**Section 21** In the case where an action is brought against the carrier's employees or representatives on account of damage occurred under this Act relating to the carriage of passengers and baggage, in case, such employees or representatives of the carrier proved that they had acted within the scope of their duties and employment, such employees or representatives of the carrier shall be entitled to use the conditions and limits of liability that the carrier is entitled to purport under this Act.

The aggregate amounts receivable from the carrier and its employees and representatives shall not exceed such limits of liability.

The statements contained in Paragraph 1 and Paragraph 2 shall not apply, in case, it is proven that such damage resulted from actions or omissions of the carrier's employees or representatives by willfully causing damage or carelessly omitting to take any action despite the knowledge of such potential damage.

**Section 22** The fact that the person entitled to receive baggage has taken the hand-over of the checked baggage without objection shall be used as *prima facie* evidence that the checked baggage has been handed over in good condition and in accordance with the baggage tag or with documents presenting the data under Section 9 Paragraph 2.

In the case where any damage occurred to the checked baggage, the person who is entitled to receive the baggage must promptly object, in writing, to the carrier upon detection of such damage and, at the latest, within seven days as from the date of taking the hand-over of such baggage.

In case of any delay in the carriage of baggage, the person who is entitled to receive the baggage must object, in writing, to the carrier within twenty-one days as from the date when the person who is entitled to receive the baggage has actually received the checked baggage.

In the case where the person who is entitled to receive the baggage fails to object to the carrier within the period of time prescribed under Paragraph 2 or Paragraph 3, such person may not enter an action against the carrier, except in case of fraud on the part of the carrier.

**Section 23** In the event that the carriage of passengers and baggage is operated by a successive carrier which is regarded as one and unseparated carriage under Section 4 Paragraph 3, the carrier at each level shall be subject to this Act and shall be regarded as a party to the Air Carriage

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Contract insofar as such part of the carriage has been operated under the supervision of the carrier at such level.

In case of carriage under Paragraph 1, passengers or those who are entitled to claim compensation in connection with such passengers may enter actions against the carrier who performed the carriage during the period when such action or delay occurred, except in the event that the first carrier obviously agreed to assume its liability for the whole journey.

In regard to the baggage, passengers shall definitely be entitled to enter an action against the first carrier and the last carrier; and each of them may enter an action against the carrier who performed the carriage during the period when the baggage was destroyed, lost, damaged or delayed; provided that all of such successive carriers shall assume their joint and several liability to passengers.

## CHAPTER 2 CARRIAGE OF CARGOES

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**Section 24** Regarding the carriage of cargoes, an air waybill shall be delivered.

Any other methods with records of the carriage of cargoes to be performed may supersede the delivery of an air waybill. In case, such other methods are used and the consignor requested so, the carrier shall deliver to the consignor a cargo receipt identifying the data of cargoes delivered and the access to the data contained in those records by other methods.

**Section 25** An air waybill or a cargo receipt shall contain particulars at least under Section 9 Paragraph 1, including details of weight of the cargoes delivered.

**Section 26** In the event that customs formalities or regulations of the police and other similar competent government agencies must be complied with, the consignor may be required to submit documents indicating the nature of such cargoes.

The statements contained in Paragraph 1 shall not create any duties, obligations or liability to the carrier.

**Section 27** The consignor shall provide air waybills in 3 (three) originals, as follows:

- (1) The first original thereof shall be specified with "For the Carrier" and signed by the consignor.
- (2) The second original thereof shall be specified with "For the Consignee" and signed by the consignor and the carrier.
- (3) The third original thereof shall be signed by the carrier after the carrier has received the cargoes.

Signatures of the consignor and the carrier may be printed or stamped.

In the event that the consignor has requested the carrier to provide air waybills, it shall be regarded that the carrier has provided such air waybills on behalf of the consignor, unless otherwise proven.

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**Section 28** In case of carriage of multiple packages of cargoes:

- (1) The carrier shall be entitled to require the consignor to provide a separate air waybill.
- (2) In case of use of other methods in lieu of the delivery of air waybills under Section 24 Paragraph 2, the consignor shall be entitled to require the carrier to deliver a separate cargo receipt.

**Section 29** Any non-compliance with the provisions contained in Section 24, Section 25, Section 26, Section 27 or Section 28 shall not affect the existence or validity of the air carriage contracts and such contracts shall be governed by this Act.

**Section 30** The consignor shall be responsible for the correctness of the particulars and statements relating to cargoes specified in air waybills by the consignor or by person acting on its behalf or given to the carrier for inclusion in cargo receipts or records by other methods under Section 24 Paragraph 2.

Statements in Paragraph 1 shall also apply to cases of the carrier's representatives acting on behalf of the consignor.

The consignor shall indemnify the carrier against all damage suffered by the carrier or by third parties to whom the carrier shall be liable by reason of non-typicality, incorrectness or incompleteness of the particulars and statements given by the consignor or by person acting on its behalf.

Subject to the provisions contained in this Section, the carrier shall indemnify the consignor against all damage suffered by the consignor or by third parties to whom the consignor shall be liable by reason of non-typicality, incorrectness or incompleteness of the particulars and statements given by the carrier or by person acting on its behalf or specified in records by other methods under Section 24 Paragraph 2.

**Section 31** Air waybills or cargo receipts shall be regarded as *prima facie* evidence of the execution of the cargo acceptance contracts and conditions of the carriage service specified in such air waybills or cargo receipts.

Any statements contained in air waybills or cargo receipts relating to weights, dimensions and packaging of cargoes, including statements relating to the number of packages of cargoes shall be regarded as *prima facie* evidence of facts specified therein; meanwhile, any statements contained in air waybills or cargo receipts relating to quantity, volume or condition of cargoes may not be used as evidences against the carrier except that the carrier has checked the air waybills or cargo receipts with the quantity, volume or condition of cargoes in the presence of the consignor or as statements specified in air waybills or cargo receipts relating to the apparent condition of such cargoes.

**Section 32** When the consignor has complied with all of its obligations under the air carriage contract, the consignor shall be entitled to manage the cargoes, as follows:

- (1) Remove cargoes at the airport of departure or at the airport of destination.

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(2) Cancel the carriage of cargoes in the course of the journey at the place of landing of the aircraft.

(3) Deliver cargoes to a person other than the consignee initially specified at places of destination or in the course of the journey.

(4) Require the return of cargoes to the airport of departure.

The consignor must not exercise its rights to manage cargoes under Paragraph 1 in such a way likely to cause damage to the carrier or other consignors and must indemnify any expenses incurred from the exercise of its rights hereunder.

In case, it is impossible to comply with instructions of the consignor, the carrier must promptly notify the same to the consignor.

In case, the carrier has complied with instructions of the consignor without requiring the consignor to produce copies of air waybills given to the consignor or cargo receipts given to the consignor, the carrier shall be liable to any damage occurred resulting from the compliance with such instructions to any person having duly possessed such air waybills or cargo receipts, thus, without prejudicing the carrier's rights to be reimbursed by the consignor.

The consignor's rights under Paragraph 1 shall be terminated upon the commencement of the consignee's rights under Section 33; however, in case, the consignee refused to accept cargoes or was unable to contact the consignee, the consignor shall still be entitled to manage such cargoes.

**Section 33** Unless the consignor had exercised its rights under Section 32, when the cargoes arrived at places of destination and the consignee settled payment of charges payable and also complied with conditions of carriage, the consignee shall be entitled to require the carrier to hand over the cargoes to it.

The carrier shall be obliged to notify the consignee upon the arrival of cargoes at places of destination, unless otherwise agreed.

In case, the carrier has acknowledged the loss of cargoes; or in case, the cargoes have not yet arrived when a period of seven days as from the expected date of arrival of the cargoes, has been elapsed, the consignee shall be entitled to demand all rights of claims against the carrier incurred out of the air carriage contracts.

**Section 34** The consignor and the consignee are respectively able to enforce all the rights given to them under Section 32 and Section 33 in the name of themselves, regardless of actions for the benefits of themselves or for the benefits of others; provided that the consignor or the consignee shall comply with all of their obligations prescribed in the air carriage contracts.

**Section 35** The provisions contained in Section 32, Section 33 and Section 34 shall not affect the relationship between the consignor and the consignee or any relationship between third parties whose rights are obtained from the consignor or from the consignee.

Statements in Section 32, Section 33 and Section 34 may be complied with in a different manner only when they are expressly prescribed in air waybills or cargo receipts.

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**Section 36** The consignor must give necessary data and documents for compliance with customs formalities or regulations of the police and other similar competent government agencies prior to the delivery of cargoes to the consignee; and the consignor must be liable to the carrier for any damage occasioned by the absence, inadequacy or non-typicality of such data or documents, unless such damage is occasioned by the faults of the carrier or its employees or representatives.

The carrier shall not be obliged to check the correctness or adequacy of data or documents under Paragraph 1.

**Section 37** The carrier shall be liable to damage occasioned by the destruction, loss or damage of cargoes under the conditions that the event causing such damage shall take place during the air carriage service.

The carrier shall not be liable to the damage occurred, in case, it is proven that the destruction, loss or damage of cargoes resulted from one of the following causes:

- (1) Inherent defects, poor quality or dilapidation of cargoes
- (2) Defective packaging of such cargoes made by any person other than the carrier or its employees or representatives
- (3) Act of war or armed conflict
- (4) Act of the authority performing duties in connection with import or export of cargoes or transport of cargoes across borders

The air carriage service under this Section shall include the period during which cargoes are under the care of the carrier.

The period of the air carriage service shall not include domestic carriage service by land, by sea or by water operated outside the airport, except in any of the following cases:

- (1) Such carriage service by land, by sea or by water has taken place in the performance of contractual obligations for air carriage service for the purposes of embarking, disembarking, delivery or transshipment. In such case, it is presumed that the damage resulted from the event which took place during the air carriage service, unless otherwise proven.
- (2) The carrier has used any other modes of transport without receiving consent from the consignor for the whole or part of the route of carriage in lieu of the carriage service agreed by both parties to the air carriage service contract; and such other modes of transport shall be regarded to be existing within the period of air carriage service.

**Section 38** Provisions contained in Section 12 shall, *mutatis mutandis*, apply to the liability of the carrier for the damage resulting from the delay of carriage service.

**Section 39** The liability of the carrier in cases of destruction, loss or damage of cargoes or in the case of delay shall be limited to 19 Special Drawing Rights per kilogram unless, at the time of hand-over of packages to the carrier, a special declaration has been made by the consignor relating to its potential interest in the hand-over of such packages at places of destination and any additional payment as required has been settled by the consignor.

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In the event that the consignor has made a special declaration and has settled additional payment as required under Paragraph 1, the carrier shall be liable to pay a sum not exceeding the declared sum unless it is proven that the declared sum is greater than the actual interest to be received by the consignor in the hand-over of such packages at places of destination.

**Section 40** In the event that parts of cargoes or any object contained therein are destroyed, lost or damaged; or in the event that the carriage of cargoes is delayed, the weight to be taken into consideration in determining the amount for limits of liability of the carrier shall be calculated by the total weight of the packages which are destroyed, lost, damaged or delayed, as the case may be.

In case, the destruction, loss, damage or delay of parts of cargoes or of any object contained therein has affected the value of other packages covered by the same air waybill or by the same cargo receipt or by the same record kept by other methods under Section 24 Paragraph 2, the total weight of such package or packages shall also be taken into consideration in determining the limits of liability of the carrier.

**Section 41** The limits of liability prescribed under Section 39 shall not affect the ruling of the Court demanding the payment of the Court fee and litigation expenses incurred, including interest, to the Plaintiff.

The statements contained in Paragraph 1 shall not apply, in case, the amount of damages decided by the Court does not exceed the amount that the carrier has offered in writing to the Plaintiff within a period of six months as from the date of occurrence of the event causing the damage or before the date of entry of action, in case, the case has been filed to the Court before the expiry of such period; and by careful calculation, the Plaintiff shall be entitled to receive an amount not exceeding the limits of liability as prescribed in Section 39.

**Section 42** Any requirements on the carriage of cargoes that are aimed at releasing the carrier from its liability or determining the limits of liability to be lower than those provided herein shall be null and void; however, the nullity and avoidance of such requirements shall not affect the validity of the whole contracts; and such contracts shall still be governed by this Act.

**Section 43** In the case where an action is brought against the carrier's employees or representatives on account of damage occurred under this Act relating to the carriage of cargoes, in case, such employees or representatives of the carrier proved that they had acted within the scope of their duties and employment, such employees or representatives of the carrier shall be entitled to use the conditions and limits of liability that the carrier is entitled to purport under this Act.

In the case under Paragraph 1, the aggregate amounts receivable from the carrier and its employees and representatives shall not exceed such limits of liability.

**Section 44** The fact that the person entitled to receive cargoes has taken the hand-over of the cargoes without any objection shall be used as *prima facie* evidence that the cargoes have been handed over in good condition and in accordance with the air waybills or cargo receipts or records kept by other methods under Section 24 Paragraph 2.

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In the case where any damage occurred to the cargoes, the person who is entitled to receive the cargoes must promptly object, in writing, to the carrier upon detection of such damage and, at the latest, within fourteen days as from the date of taking the hand-over of such cargoes.

In case of any delay in the carriage of cargoes, the person who is entitled to receive the cargoes must object, in writing, to the carrier within twenty-one days as from the date when the person who is entitled to receive the cargoes has actually received such cargoes.

In the case where the person who is entitled to receive the cargoes fails to object to the carrier within the period of time prescribed under Paragraph 2 or Paragraph 3, such person may not enter an action against the carrier, except in case of fraud on the part of the carrier.

**Section 45** In the event that the carriage of cargoes is operated by a successive carrier which is regarded as one and unseparated carriage under Section 4 Paragraph 3, the carrier at each level shall be subject to this Act and shall be regarded as a party to the Air Carriage Contract insofar as such part of the carriage has been operated under the supervision of the carrier at such level.

In case of carriage under Paragraph 1, the consignor shall definitely be entitled to enter an action against the first carrier; and the consignee who is eligible to take the hand-over of cargoes shall definitely be entitled to enter an action against the last carrier; moreover, the consignor or the consignee may enter an action against the carrier who performed the carriage during the period when the cargoes were destroyed, lost, damaged or delayed; provided that all of such successive carriers shall assume their joint and several liability to the consignor or the consignee

### CHAPTER 3 COMBINED CARRIAGE

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**Section 46** Subject to the provisions contained in Section 37 Paragraph 4, in the case of combined carriage operated partly by air and partly by any other modes of carriage, the provisions of this Act shall apply only to parts thereof operated by the air carriage.

### CHAPTER 4 AIR CARRIAGE OPERATED BY PERSON OTHER THAN THE CONTRACT CARRIER

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**Section 47** The provisions contained in this Chapter shall apply to the event that the contract carrier, in the capacity of the principal, has executed an air carriage contract governed by this Act with passengers or the consignor or with a person acting on behalf of such passengers or the consignor; and the actual carrier, by virtue of the contract carrier, has operated the whole or part of the carriage but is not acting as a successive carrier within the meanings of this Act. However, it is presumed that such authorization has been given, unless otherwise proven.

**Section 48** In case, the actual carrier has operated the carriage in whole or in part of the route thereof under Section 47, then, the contract carrier and the actual carrier shall be subject to

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this Act; whereas, the contract carrier shall be liable for the whole carriage as contemplated by the contract; meanwhile, the actual carrier shall be liable only for the part of carriage operated by it, unless otherwise provided in this Chapter.

**Section 49** Any actions and omissions of the actual carrier and of its employees and representatives taken within the scope of their duties relating to the carriage operated by the actual carrier, shall also be regarded as actions and omissions of the contract carrier.

In the case of carriage operated by the actual carrier, any actions and omissions of the contract carrier and of its employees and representatives shall be regarded as actions and omissions of the actual carrier. Nevertheless, no such actions or omissions shall subject the actual carrier to liability exceeding the amounts provided in this Act.

Any special agreements which shall be binding the contract carrier other than the provisions contained in this Act or any waiver of rights or defences as provided in this Act or any special declaration of its potential interest in the hand-over of cargoes at places of destination under Section 16 and Section 39 shall not affect the actual carrier, unless agreed by the actual carrier.

**Section 50** Any objection to be made to the carrier or any instructions to be given to the carrier under this Act shall have the same effect no matter whether given to the contract carrier or to the actual carrier. Nevertheless, instructions under Section 32 shall be effective only when given to the contract carrier.

**Section 51** Regarding the carriage operated by the actual carrier, in case, it is proven by employees or representatives of the contract carrier or of the actual carrier that they acted within the scope of their duties and employment, such employees or representatives of the carrier shall be entitled to use the conditions and limits of liability under this Act to be applicable to their carrier, unless it is proven that such employees or representatives of the carrier acted in a manner that limits of liability under this Act may not be purported.

**Section 52** Regarding the carriage operated by the actual carrier, the aggregate amounts of damages to be indemnified by the contract carrier and by the actual carrier and by employees and representatives of such carrier acting within the scope of their duties and employment shall not exceed the maximum amount receivable from the contract carrier or from the actual carrier under this Act; provided that none of the persons mentioned in this Section shall be liable for a sum exceeding their limits of liability.

**Section 53** Any requirements on the carriage hereunder that are aimed at releasing the contract carrier or the actual carrier from its liability under this Chapter or at determining the limits of liability to be lower than those provided in this Chapter shall be null and void; however, the nullity and voidance of such requirements shall not affect the validity of the whole contracts; and such contracts shall still be governed by this Act.

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## CHAPTER 5 ACTION FOR DAMAGES

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**Section 54** An action for damages in relation to the carriage of passengers, baggage and cargoes, regardless of the causes of action under this Act, contractual obligations, obligations arising from unlawful acts or other obligations may be brought and subject to conditions and limits of liability provided in this Act.

Damaged persons may not be awarded with punitive damages or any other damages which are not compensation from the action under Paragraph 1.

**Section 55** The rights of action for damages from the air carriage shall be extinguished, in case, an action is not brought to the Court within a period of two years as from the date of arrival at places of destination or as from the expected date of arrival of such aircraft or as from the date of stoppage of the carriage, as the case may be.

**Section 56** In the event that an action is brought to the Court under this Act, the conversion of Special Drawing Rights to Thai Baht shall be calculated as of the date of issuance of judgement of the Court; whereas, the applicable exchange rates shall be in accordance with announcements of the Bank of Thailand.

## CHAPTER 6 DOMESTIC AIR CARRIAGE

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**Section 57** Provisions contained in this Act shall, *mutatis mutandis*, apply to the domestic air carriage.

**Section 58** Cases in relation to the domestic air carriage shall be within the jurisdiction of the Intellectual Property and International Trade Court.

## CHAPTER 7 TRANSITORY PROVISIONS

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**Section 59** Pending cases in relation to the domestic air carriage in the Court before the date of enforcement of this Act shall be considered by such Court until completion and it shall be regarded that such cases are not cases in relation to the domestic air carriage under this Act.

Counter-Signature:  
General Prayut Chan-O-Cha  
Prime Minister

Office of Justice Affairs

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**Note:-** Reason for promulgation of this Act: Whereas, at present, the international air carriage is subject to the provisions of the Civil and Commercial Code, which may not cover special characteristics of the international air carriage properly, it is expedient to have the laws prescribing certain criteria relating to the international air carriage to be in conformity with the international practice, including the application of such criteria to the domestic air carriage; therefore, it is necessary to enact this Act.

Prepared by: Preeyanuch  
16<sup>th</sup> February 2015

Checked by: Nussara  
16<sup>th</sup> February 2015

Office of Justice Affairs

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