-Proposed Draft-

first public hearing



**Regulation of the Civil Aviation Board No. …**

**on Measures to Protect Passenger Rights on Charter Flights**

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By virtue of Section 41/134 of the Air Navigation Act B.E. 2497 (1954),
as amended by the Air Navigation Act (No. 14) B.E. 2562 (2019), the Civil Aviation Board issues the Regulation to prescribe measures to protect passenger rights on charter flights
as conducted by those granted with a non-scheduled commercial Air Operating License
on charter flights as follows:

**Article 1** This Regulation shall be cited as “Regulation of the Civil Aviation Board (No…) on Measures to Protect Passenger Rights on Charter Flights.”

**Article 2** This Regulation shall come into force after the expiration of one hundred and twenty days from the date of its publication in the Government Gazette.

**Article 3** In this Regulation:

“Air Carrier” means a holder of Air Operating License conducting a non-scheduled commercial air operation of a charter flight;

“Passenger” means a passenger who uses charter flight service, based on
a contract or an agreement with the air carrier directly or buying package tour from the tourism business operator;

“Charter flight” means:

(1) An ad hoc charter flight for travel or tourism purposes providing services, according to a charter contract or agreement with passengers or tourism business operators but does not include an air ambulance/medevac, an own-use charter or, a corporate charter with the servicing period subject to a contract or an agreement, and a scenic flight;

(2) A program charter flight, subject to a contract or an agreement
with passengers or, tourism business operators including the inclusive tour charter;

“Programmed timetable” means timetable according to charter services contract or a timetable announced by an air carrier or a tourism business operator;

“Tourism business operator” means a tourism business operator according to the law on tourism and guide. It also means a party to a charter service contract who has paid for the service to the air carrier;

 “Re-routing” means an arrangement by an operating air carrier so that
a passenger can travel on other flights of its own or on flights conducted by other air carriers;

“Flight delay” means a flight operated later than as specified in the programmed timetable;

 “Flight cancellation” means:

(1) cancellation of a flight from the programmed timetable by the air carrier or;

(2) In the case in which an aircraft has departed but needs to return to
the original airport in specific event and the passengers of the concerned flight are transferred to the other flight instead.

“Person with disabilities” means person with disability as defined in the law
on the promotion and development of the quality of life of the person with disability;

“the Elderly” means a person who is over sixty years of age;

**Article 4** This Regulation shall apply to air carriers granted with non-scheduled commercial Air Operating License, who provide charter flights on both domestic and international flights.

**Article 5** To protect passengers who use charter flight service both on domestic and international routes in case of a flight delay or flight cancellation by the air carrier, and to provide a guarantee to any damages, that may occur from the flight cancellation
as per the contract or the charter service agreement, to passengers or tourism business operators, as the case may be, the air carrier shall do the followings:

(1) providing a guarantee pursuant to Article 6, and;

(2) providing protection to the passengers following measures as determined in Article 9 (7), Article 10, Article 11, Article 12, and Article 13.

**Article 6** The air carrier shall submit to the Civil Aviation Authority of Thailand a letter of bank guarantee with the content using the form as in the Attachment to this Regulation based on the following conditions:

(1) The value of the letter of bank guarantee must not be less than the total price of charter flight service (per trip/round-trip) providing services on that route. If the air carrier provides charter flight service on several routes, the value thereof shall not be less
than the total price of charter flight service on the farthest route or the longest service flight
of that time.

In a case in which the air carrier has submitted the letter of bank guarantee with the value as specified in paragraph 1 and the air carrier subsequently operates a charter flight service on a new route with a total price of service greater than the total price of the charter service used to calculate the value of the former letter of bank guarantee, the air carrier shall submit a new letter of bank guarantee with greater value to replace the former on within
fifteen (15) days from the date or the expected date of the operation on the new route.
Upon receiving the new letter of bank guarantee, the Civil Aviation Authority of Thailand
shall return the former letter of bank guarantee to the air carrier within three (3) days.

The value in the letter of bank guarantee in all cases must not be less than
two hundred thousand baht and not be more than ten million baht.

(2) The period of guarantee shall be valid until the date that the Air Operating License expires.

**Article 7** In this Regulation, “extraordinary circumstances” means the force majeure or incidents beyond control of an air carrier or any cause that cannot be prevented or avoided or causes that the air carrier has taken all measures to avoid such damages,
and including wars, terrorism, meteorological conditions, safety, strikes that beyond
the control of the air carriers that may affect flight operations and the air carrier has taken
all measures to avoid such damages.

Extraordinary circumstances under paragraph 1 will not include a case of engine or aircraft component failure resulted from the air carrier or employee or agent thereof
or resulted from negligence of the air carrier or employee or agent thereof.

When the extraordinary circumstances had already passed, there have still
had some continuous impacts on flight operation and the air carrier has taken all measures to avoid such causes, it shall be deemed that there are still the extraordinary circumstances during the time the impacts sustained.

**Article 8** The air carrier shall publicize the following information:

(1) Conditions of carriage;

(2) Measures to protect the rights of passengers or relevant regulations;

(3) Channels for contacting the air carrier and submitting a complaint;

(4) The operating air carrier.

 **Article 9** The air carrier shall have a duty of care for a child, person
with disabilities, the elderly and person with reduced abilities as follows;

(1) For the purpose of safety or security under this Article, the air carrier may determine that any passengers who is a child, person with disabilities, the elderly and person with reduced abilities must be accompanied by their accompanied assistant by specifying clearly in its conditions of carriage.

(2) In a case in which the airport has a number of passengers whom are checking in or boarding, the air carrier shall provide special care to a passenger who is a child, person with disabilities, the elderly and person with reduced abilities to provide service conveniently and safely;

(3) The air carrier shall provide facilities for passengers who need the special care such as a child, person with disabilities, the elderly and person with reduced abilities.
The air carrier also provides tools or equipment needed for boarding or disembarking
the aircraft as required by the law;

Passengers under paragraph 1 shall inform to the air carrier of their request
for special care or in need of a guide animal at least forty-eight (48) hours prior to boarding time If such passenger does not request within the mentioned time, the air carrier shall make effort to do a duty of care.

(4) In a case in which the air carrier provide service for person with disabilities who relies on a guide animal, the air carrier may require the passenger who is a person
with disabilities that rely on guide animal to present clearly document certifying that
the concerned animal is a guide animal. When the passenger follows the instruction of
the air carrier, the air carrier shall make effort to provide the service with free of charge
for this matter;

(5) In a case in which a passenger is accompanied with a child or a passenger who is a person with disabilities, the elderly or person with reduced abilities that require wheelchair or baby stroller to carry on board, the wheelchair or baby stroller can be carried on board as appropriate. The air carrier shall permit a wheelchair or a baby stroller carried
on board without charge as one (1) unit per one (1) passenger and such carriage shall be
as follows:

(a) The baby stroller which is a foldable type, suitable dimension and weight for containing in the overhead compartment without any affect to safety of the aircraft and its passengers. The air carrier shall permit to carry a baby stroller on board as a carry-on baggage.

(b) The wheelchair or baby stroller whose dimension and weight is not suitable for containing in the overhead compartment and required to be loaded in the cargo compartment. The air carrier may permit the concern wheelchair or baby stroller to be carried as the checked baggage.

(6) The air carrier shall facilitate in assigning a seat for a passenger under
twelve (12) year-old of age to be next to a parent or guardian for free of charge,

In assigning the seat under paragraph 1, if it needs to alter the class of service delivered to the passenger, the air carrier shall comply as follows;

(a) If the passengers desire to be seated together in a higher class than that specified in the ticket, the passengers must pay additional air fare, fee or any supplementary payment;

(b) if the air carrier accommodates a passenger in a class lower than
that for which the ticket was purchased, the air carrier shall reimburse the difference of air fare to the passenger by following procedures and within the timeframes as specified in Article 14.

(7) In a case of flight cancellation based on any causes or flight delay however late it is, the air carrier shall provide service and special care following universal practices for a passenger who is under twelve (12) year-old of age, a passenger who is a person with disabilities, the elderly and person with reduced abilities for free of charge in all cases.

Part 1

Measures to Protect Passenger Rights in Case of Flight Delay

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**Article 10** In a case of flight delay:

(1) Flight delay for more than two (2) hours, the air carrier shall accommodate the passengers as follows:

(a) provide free of charge of food and beverage or of food voucher
for passengers to buy food and beverage as appropriate with meal time and the waiting time before boarding the aircraft;

(b) provide free of charge of necessary and appropriate communication facilities such as telephone calls or email, etc.;

(2) flight delay for more than six (6) hours, the air carrier shall accommodate the passengers as follows:

(a) provide free of charge of food and beverage or of food voucher
for passengers to buy food and beverage as appropriate with meal time and the waiting time before boarding the aircraft;

(b) provide free of charge of necessary and appropriate communication facilities such as telephone calls or email, etc.;

(c) in a case in which the new departure time is over one (1) day
later than that specified in the programmed timetable, the air carrier shall provide accommodation for the passenger during the waiting period without any charge from at least one (1) night as necessary and appropriate as well as make arrangement of appropriate transportation without any charge between the airport and the accommodation;

(d) immediately offer to the passengers or the tourism business operator all of the following options:

1) receive such reimbursement of the air fare and other fees
in full amount that the passenger has already paid for the part or parts of journey not made, or;

2) re-routing of the flight to the destination as soon as possible.
The air carrier cannot impose any additional payment except when the re-routing of flight
has the air fare and any fees that are lower than the amount the passenger paid in the first place,

 the air carrier must reimburse the difference to the passengers or the tourism business operator, as the case may be.

The reimbursement of the air fare and other fees or the difference thereof according to this Article shall comply to the procedure and within the timeframe specified
in Article 14.

**Article 11** In a case of tarmac delay, additionally to providing protection
to passengers pursuant to Article 10, the air carrier shall undertake as follows:

(1) provide proper ventilation, appropriate cabin temperature, lavatory facilities as sufficient and appropriate for passengers. In case where the passenger requires urgent medical assistance, the air carrier shall assist the passenger to obtain such medical assistance as soon as possible;

(2) in a case of delay of flight more than three (3) hours and there is no definite take-off time, the air carrier shall allow the passenger to disembark the aircraft except in a case that may affect safety or security or in a case of reason concerning air traffic management.

Part 2

Measures to Protect Passenger Rights in Case of Flight Cancellation

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**Article 12** In a case of flight cancellation, the air carrier shall accommodate the passengers as follows:

(1) In a case of flight cancellation more than three (3) days prior
to the programmed timetable, the air carrier shall inform the passenger or tourism business operator, as the case may be, of the flight cancellation as soon as possible, and the air carrier shall reimburse the passenger or tourism business operator, as the case may be, for the air fare and other fees in full amount that the passenger has already paid for the part or parts
of journey not made;

(2) In a case of flight cancellation more than one (1) day but not more than three (3) days prior to the programmed timetable, the air carrier shall inform the passenger or tourism business operator, as the case may be, of the flight cancellation as soon as possible, and the air carrier shall immediately offer all of the following options:

(a) receive such reimbursement for the air fare and other fees
in full amount that the passenger has already paid for the part or parts of journey not made, or;

(b) re-routing the flight to the destination as soon as possible without
any charges in all cases. If re-routing the flight has the air fare and any fees that are lower than the amount the passenger paid in the first place, the air carrier must reimburse
the difference to the passenger or tourism business operator, as the case may be;

(3) In case of flight cancellation not more than one (1)day prior to
the programmed timetable, or flight cancellation after the programmed timetable
and the passenger has arrived at the airport, the air carrier shall offer the passenger or tourism business operator, as the case may be, to choose options as specified in (2) and shall additionally accommodate the passenger as follows:

(a) provide free of charge of food and beverage or of food voucher
for passengers to buy food and beverage as appropriate with meal time and the waiting time before boarding the aircraft;

(b) provide free of charge of necessary and appropriate communication facilities such as telephone calls or email, etc.;

(c) in any case where the next flight has new departure time delayed
from the original programmed timetable more than one (1) day, the air carrier shall provide accommodation for the passengers during the waiting period without any charge for at least one (1) night as necessary and appropriate as well as make arrangement of appropriate transportation without any charge between the airport and the accommodation.

The reimbursement of the air fare and other fees or the difference thereof according to this Article shall comply to the procedure and within the timeframe specified
in Article 14.

**Article 13** In case of flight cancellation resulted from extraordinary circumstances, the air carrier shall accommodate the passengers with measures as same as those in Article 12, as the case may be.

**Article 14** Procedures to pay a refund of air fare or other fees according to the Article 9 (6) (b), Article 10 (2) (d), and Article 12 (2), the air carrier shall pay monetary air fare and other fees or its differential by means as same as that paid by the passenger, such as
by cash, bank transfer, or credit card, etc. By that mean, the air carrier shall proceed to require the tourism business operator to complete the refund within the period of ninety (90) days since the date in which the tourism business operator received such refund from the air carrier.

**Article 15** The air carrier must submit a report to CAAT in a case of flight delay, or flight cancellation according to this Regulation within twenty-four (24) hours since the time on which flight delay, or flight cancellation is notified, as the case may be through the Economic Compliance Monitoring System (ECMS).

**Article 16** In case of flight cancellation and the air carrier is unable to refund the money to the passengers or the tourism business operators or any differences occurred due to the flight re-routing according to Article 12 (1), Article 12 (2), or Article 12 (3), as the case may be, the air carrier must inform the Civil Aviation Authority of Thailand and request to use the letter of bank guarantee laid under Article 6. The air carrier shall add up the total amount of money together with related documents and submit them to the Civil Aviation Authority of Thailand within seven (7) days from the day of flight cancellation.

When the Civil Aviation Authority of Thailand receives the request for the use of the letter of bank guarantee and the total amount of money together with related documents from the air carrier, the Director General shall consider and examine the related documents and the amount of money to be refunded and shall decide on the matter within three (3) days from the day it receives all of the required documents. The Director General shall then order the air carrier to pay the money in the amount as decided to the passengers or the tourism business operators, as the case may be, through the bank that issues the letter of bank guarantee within seven (7) days from the day it receives the order from the Director General.

When there has been an order to pay the money according to paragraph 2,
in a case in which the former letter of bank guarantee has to be returned, the Civil Aviation Authority of Thailand shall return such letter to the air carrier within three (3) days
from the day the air carrier makes the full payment, and the air carrier shall submit the new letter of bank guarantee with the period of validity and the value according to Article 6 (1)
to the Civil Aviation Authority of Thailand within seven (7) days from the day it receives
the former letter of bank guarantee.

**Article 17** Protection of passengers’ rights under this Regulation shall not limit the rights of passenger in claims for damages according to the law on international air carriage.

**Article 18** In relation to channels for complaints, passengers may submit
a complaint on alleged infringement of this Regulation committed by the air carrier through Complaint Management System of CAAT with any relevant evidences via the website: <http://www.caat.or.th>.

**Article 19** A letter of bank guarantee formerly submitted to the Civil Aviation Authority of Thailand according to the Announcement of the Ministry of Transport on Protection of Passenger Rights related to Charter Flight Services 2013 B.E. 2556 shall be deemed as a letter of bank guarantee submitted to the Civil Aviation Authority of Thailand under this Regulation until its validity ends as specified in such letter.

**Article 20** Measures to protect passenger’s rights under the Announcement
of the Ministry of Transport on Protection of Passenger Rights related to Charter Flight Services 2013 (B.E. 2556) which have been taken before this Regulation is effective and which is still on process, shall be undertaken by following the Announcement of the Ministry of Transport on Protection of Passenger Rights related to Charter Flight Services 2013 (B.E. 2556).

Given on the 2024 (B.E. 2567)

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Minister of Transport

Chairman of the Civil Aviation Board

**Letter of Bank Guarantee**

No. (Letter of guarantee) Bank (Name of guarantee bank)

 Date…………………..Month………………Year

 I (name of the bank including branch name) located at…………………..Road……………….
Sub-district……………………………..District………………………………..Province……………………submit this letter of bank guarantee to the Civil Aviation Authority of Thailand with the following content:

 Article 1 As (name of juristic person holding an Air Operating License) has been granted with the Air Operating License No. ………….., with validity from (date/month/year) until (date/month/year) and is require to submit a bank guarantee **in order to guarantee any damages that may occur from a flight cancellation subject to the agreement related to charter flight business** it has with the passengers or the tourism business operator or any other a party to the charter service contract (as the case may be) who have paid charges under such contract for………………………..baht ( in words )

 I accept the obligation of being a guarantor for (name of juristic person holding an Air Operating License) to the Civil Aviation Authority of Thailand in the amount not exceeding …………………………baht ( in words ) that is if (name of juristic person holding an Air Operating License) causes any damages from the flight cancellation and the Civil Aviation Authority of Thailand has a power to order (name of juristic person holding an Air Operating License) to pay charges it has received, or to compensate any other damages
(if any) to the passengers or the tourism business operator or any other a party to the charter service contract (as the case may be). I accept to pay the money on its behalf immediately without asking for (name of juristic person holding an Air Operating License) to pay first.

 Article 2 This guarantee shall become effective from…………………..month………………..
year………………….to the date on which the Air Operating License expires or until…………………..month………………..year………………….. I shall not withdraw the guarantee in whatever cases during effectiveness of this guarantee.

 To use as evidence, I (name of juristic person holding an Air Operating License, in which the name listed below shall have power to enter into any contract with binding obligations to the bank, have signed and stamp the bank seal (if any) as according to the Memorandum of Association or the Bank Regulation.

Name…………………………………….Guarantor

 (…………………………………………….)

 Position……………………………………

Name………………………………………………..Witness Name………………………………………………..Witness

 (………………………………………………...) (………………………………………………...)