

**INTERNATIONAL CARRIAGE BY AIR ACT,  
B.E. 2558 (2015)**

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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 is graciously pleased to proclaim that:

Whereas it is expedient to have a law on international carriage by air;

Be it, therefore, enacted by the King, by and with the advice and consent of the National Legislative Assembly, as follows:

**Section 1.** This Act is called “International Carriage by Air Act, B.E. 2558 (2015)”.

**Section 2.**<sup>1</sup> This Act shall come into force after the expiration of ninety days from the date of its publication in the Government Gazette.

**Section 3.** In this Act:

“carriage by air” means carriage of passengers, baggage or cargo by air by aircraft;

“domestic carriage by air” means carriage of passengers, baggage or cargo by air by aircraft which the contracting parties agree that the place of departure and the place of destination are situated within the territory of a single country, excluding international carriage by air under section 4 paragraph two and paragraph three;

“passenger” means a person whom the carrier permits to travel on the aircraft, and who is not a cabin crew;

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\* Translated by Mr. Tanuchporn Pisitwanich, and reviewed by Associate Professor Pisawat Sukonthapan under contract for the Office of the Council of State of Thailand's Law for ASEAN project.  
-Tentative Version – pending final authorisation by the Office of the Council of State.

<sup>1</sup> Published in the Government Gazette, Vol. 132, Part 10a, Page 12, dated 13<sup>th</sup> February 2558 (2015)

“baggage” means checked and unchecked baggage;

“checked baggage” means the baggage in the charge of the carrier, and the carrier has issued a baggage ticket;

“unchecked baggage” means a baggage in the charge of the passenger, excluding checked baggage;

“cargo” means a movable property which the consignor delivers to be in the charge of the carrier for the purpose of carriage by air;

“aircraft” means an aircraft under the law on aviation;

“carrier” means a person who operates a carriage by air in the usual course of business for remuneration whether it is the contracting carrier or the actual carrier, and shall include a person who undertake to transport passengers, baggage or cargo by air by aircraft;

“contracting carrier” means a carrier who makes the contract of carriage by air with a passenger or consignor or a person acting on behalf of the passenger or consignor;

“actual carrier” means a carrier who performs, by virtue of authority from the contracting carrier, the whole or part of the carriage by air;

“consignor” means a person who is the contracting party to the carrier to deliver cargo in accordance with the carriage by air contract;

“consignee” means a person who is specified as the consignee in the air waybill, cargo receipt or in a record of information recorded by other means in cases where there is no air waybill or cargo receipt, as the case may be;

“servant” means a person who works for the carrier regardless of remuneration;

“Special Drawing Rights” means the Special Drawing Rights in accordance with the law on Authorisation and Regulation of Certain Operations Concerning Special Drawing Rights in the International Monetary Fund.

**Section 4.** This Act shall apply to international carriage by for reward, including gratuitous international carriage by air operated by a person operating carriage by air in the usual course of business for remuneration.

The international carriage by air under paragraph one means carriage of passengers, baggage or cargo by air by aircraft in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break during the carriage or a transshipment, are situated within the territories of two

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countries, or within the territory of a single country if there is an agreed stopping place within the territory of another.

Carriage to be performed by several successive carriers is deemed to be one undivided carriage, whether it had been agreed upon under the form of a single contract or a series of contracts, and it does not lose its character of international air carriage merely because one contract or a series of contracts is to be performed entirely within the territory of the same country.

**Section 5.** This Act shall not apply to the carriage of postal items which the carrier is liable only to the relevant postal administration in accordance with the laws applicable to the relationship between the carriers and the postal administrations.

**Section 6.** The carrier who operates carriage by air in or into or out of the kingdom shall maintain insurance covering its liability under this Act.

Rules, procedures, and conditions on maintaining the insurance under paragraph one shall be as prescribed in the Ministerial Regulation.

Regarding the insurance under paragraph one, the Director-General of Department of Civil Aviation shall have the power to order carriers to furnish evidence that it maintains the insurance.

In the case of contravention or failure to comply with paragraph one or paragraph three, the competent official having the authority to permit an operation of carriage by air business shall order the carrier to cease its air carriage in or into or out of the kingdom until such carrier complies with paragraph one or paragraph three, as the case may be.

**Section 7.** Limitation of liability of the carrier under this Act may be altered as prescribed in the Royal Decree.

**Section 8.** The Minister of Transport shall have charge and control of the execution of this Act, and shall have the power to issue Ministerial Regulations for the execution of this Act.

Such Ministerial Regulations shall come into force upon their publication in the Government Gazette.

## CHAPTER 1

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## CARRIAGE OF PASSENGERS AND BAGGAGE

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**Section 9.** In respect of carriage of passengers, a document of carriage shall be delivered containing, *inter alia*, the following particulars:

- (1) an indication of the places of departure and destination;
- (2) an indication of at least one agreed stopping place if the places of departure and destination are within the territory of a single country, but one or more stopping places are within the territory of another country.

Any other means which preserves the information indicated in paragraph one may be substituted for the delivery of the document referred to in that paragraph. If any such other means is used, the carrier shall offer to deliver to the passenger a written statement of the information so preserved.

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

The passenger shall be given notice to inform him or her that the liability of carriers may be limited in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay.

Non-compliance with this section shall not affect the existence or the validity of carriage by air contract which shall be subject to this Act.

**Section 10.** The carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarkation or disembarkation.

**Section 11.** The carrier liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.

In case of damage to unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servant or agent.

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If the carrier admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of twenty-one days after the date on which it ought to have arrived, the passenger is entitled to enforce against the carrier the rights which flow from the contract of carriage by air.

**Section 12.** The carrier is liable for damage occasioned by delay in the carriage by air of passengers or baggage, unless it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

**Section 13.** If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

When by reason of death or injury of a passenger, compensation is claimed by a person other than the passenger, the carrier shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that passenger.

The provisions of this section shall apply to all the liability provisions in this Act.

**Section 14.** For damages arising under section 10 not exceeding one hundred thirteen thousand and one hundred Special Drawing Rights for each passenger, the carrier shall not be able to exclude or limit its liability, unless it proves as prescribed in section 13.

The carrier shall not be liable for damages arising under section 10 to the extent that they exceed for each passenger one hundred thirteen thousand and one hundred Special Drawing Rights if the carrier proves that:

(1) such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or

(2) such damage was solely due to the negligence or other wrongful act or omission of a third party.

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**Section 15.** In the case of damage caused by delay in the carriage of passengers as specified in section 12, the liability of the carrier for each passenger is limited to four thousand six hundred and ninety four Special Drawing Rights.

**Section 16.** In the carriage of passengers with baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to one hundred and thirty one Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in the delivery at destination and has paid a supplementary sum if the case so requires.

In the case where the passenger has made a special declaration and has paid a supplementary sum payable under paragraph one, the carrier shall be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

**Section 17.** The provisions in section 15 and section 16 shall not apply if it proves that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of an servant or agent, it is also proved that such servant or agent was acting within the scope of its employment.

**Section 18.** The limits of liability prescribed in section 14, section 15 and section 16 shall not prevent the court from awarding the court costs and of the other expenses of the litigation, including interest, to the plaintiff.

The provision of paragraph one shall not apply if the amount of the damages awarded does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later, provided that, based on calculation, the plaintiff is not entitled to an award exceeding the limit of liability prescribed in section 14, section 15, or section 16, as the case may be.

**Section 19.** Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Act shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Act.

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**Section 20.** In the case of aircraft accidents resulting in death or injury of passengers, the carrier shall make advance payments without delay to persons who are entitled to claim compensation in order to meet the immediate economic needs of such persons.

Such advance payments shall not constitute a recognition of liability and may be offset against any amounts subsequently paid as damages by the carrier.

**Section 21.** If an action concerning carriage of passengers and baggage is brought against a servant or agent of the carrier arising out of damage under this Act, such servant or agent, if they prove that they acted within the scope of their employment, shall be entitled to avail themselves of the conditions and limits of liability which the carrier itself is entitled to invoke under this Act.

The aggregate of the amounts recoverable from the carrier, its servants and agents, in that case, shall not exceed the said limits.

The provisions of paragraphs one and paragraph two shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

**Section 22.** Receipt by the person entitled to delivery of checked baggage without complaint is *prima facie* evidence that the same has been delivered in good condition and in accordance with the baggage identification tag or with the record preserved by the other means referred to in section 9 paragraph two.

In the case of damage to checked baggage, the person entitled to delivery must complain, in writing, to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt of such baggage.

In the case of delay in the carriage, the person entitled to delivery must complain, in writing, to the carrier within twenty-one days from the date of receipt of such checked baggage.

If no complaint is made within the times aforesaid in paragraph two or paragraph three, no action shall lie against the carrier, save in the case of fraud on its part.

**Section 23.** In the case of carriage of passengers and baggage to be performed by several successive carriers and is deemed to be one undivided carriage as set out in section 4 paragraph three, each carrier is subject to this Act and is deemed to be one

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of the parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under its supervision.

In the case of carriage under paragraph one, the passenger or any person entitled to compensation in respect of him or her can take action only against the carrier which performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

As regards baggage, the passenger shall have a right of action against the first carrier and the last carrier, and further, each may take action against the carrier which performed the carriage during which the destruction, loss, damage or delay took place. These carriers shall be jointly and severally liable to the passenger.

## CHAPTER 2 CARRIAGE OF CARGO

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**Section 24.** In respect of the carriage of cargo, an air waybill shall be delivered.

Any other means that preserves a record of the carriage to be performed may be substituted for the delivery of an air waybill. If such other means are used, the carrier shall, if so requested by the consignor, deliver to the consignor a cargo receipt permitting identification of the consignment and access to the information contained in the record preserved by such other means.

**Section 25.** The air waybill or the cargo receipt shall contain at the minimum the particulars under section 9 paragraph one, including information on the weight of the consignment.

**Section 26.** In the case where it is necessary to meet the formalities of customs, police and similar public authorities, the consignor may be required to deliver a document indicating the nature of the cargo.

The provision of paragraph one creates for the carrier no duty, obligation or liability resulting therefrom.

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**Section 27.** The consignor shall make the air waybill in three original parts, as follows:

- (1) the first part shall be marked “for the carrier”, and be signed by the consignor;
- (2) the second part shall be marked “for the consignee”, and be signed by the consignor and by the carrier;
- (3) the third part shall be signed by the carrier who shall hand it to the consignor after the carrier has accepted the cargo.

The signature of the consignor and that of the carrier may be printed or stamped.

If, at the request of the consignor, the carrier makes out the air waybill, the carrier shall be deemed to have done so on behalf of the consignor unless proven otherwise.

**Section 28.** In the case of carriage of multiple packages:

- (1) the carrier of the cargo has the right to require the consignor to make out separate air waybills;
- (2) when the other means referred to in section 24 paragraph two are used, the consignor has the right to require the carrier to deliver separate cargo receipts.

**Section 29.** Non-compliance with section 24, section 25, section 26, section 27 or section 28 shall not affect the existence or the validity of the carriage by air contract, which shall be subject to this Act.

**Section 30.** The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by it or on its behalf in the air waybill or furnished to the carrier for insertion in the cargo receipt or for insertion in the record preserved by the other means referred to in section 24 paragraph two.

The provisions in paragraph one shall also apply where the person acting on behalf of the consignor is also the agent of the carrier.

The consignor shall indemnify the carrier against all damage suffered by it, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on its behalf.

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Subject to the provisions of this section, the carrier shall indemnify the consignor against all damage suffered by it, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on its behalf in the cargo receipt or in the record preserved by the other means referred to in section 24 paragraph two.

**Section 31.** The air waybill or the cargo receipt is *prima facie* evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.

Any statements in the air waybill or the cargo receipt relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are *prima facie* evidence of the facts stated in the air waybill or the cargo receipt; those in the air waybill or the cargo receipt relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as the carrier has checked the air waybill or the cargo receipt with the quantity, volume and condition of such cargo in the presence of the consignor and has recorded in the air waybill or the cargo receipt thereof, or there is a message indicating the apparent condition of the cargo on the airway bill or cargo receipt.

**Section 32.** After having carried out all its obligations under the contract of carriage by air, the consignor has the following rights:

- (1) to withdraw the cargo at the airport of departure or destination;
- (2) to stop the cargo in the course of the journey on any landing;
- (3) to deliver the cargo to a person other than the consignee originally designated at the place of destination or in the course of the journey;
- (4) to require the cargo to be returned to the airport of departure.

The consignor must not exercise the right of disposition under paragraph one in such a way as to prejudice the carrier or other consignors, and must reimburse any expenses occasioned by the exercise of the right.

If it is impossible to carry out the instructions of the consignor, the carrier must so inform the consignor forthwith.

If the carrier carries out the instructions of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill or the cargo receipt delivered to the latter, the carrier shall be liable, without prejudice to its right of recovery

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from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of the air waybill or the cargo receipt.

The right conferred on the consignor under paragraph one ceases at the moment when the right of the consignee begins in accordance with section 33. Nevertheless, if the consignee declines to accept the cargo, or cannot be communicated with, the consignor resumes its right of disposition.

**Section 33.** Except when the consignor has exercised its right under section 32, on arrival of the cargo at the place of destination, on payment of the charges due and on complying with the conditions of carriage, the consignee is entitled to require the carrier to deliver the cargo to it.

The carrier has the duty to notice the consignee as soon as the cargo arrives at the destination, unless it is otherwise agreed.

If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee is entitled to enforce against the carrier the rights which flow from the contract of carriage by air.

**Section 34.** The consignor and the consignee can respectively enforce all the rights given to them by section 32 and section 33, each in its own name, whether it is acting in its own interest or in the interest of another, provided that the consignor or the consignee carries out the obligations imposed by the contract of carriage by air.

**Section 35.** The provisions of section 32, section 33 and section 34 do not affect either the relations of the consignor and the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

The provisions of section 32, section 33 and section 34 can only be varied by express provision in the air waybill or the cargo receipt.

**Section 36.** The consignor must furnish information and documents as are necessary to meet the formalities of customs, police and any other public authorities before delivering the cargo to the consignee. In addition, the consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, its servants or agents.

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The carrier is under no obligation to enquire into the correctness or sufficiency of the information or documents under paragraph one.

**Section 37.** The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to the cargo upon condition only that the event which caused the damage so sustained took place during the carriage by air.

The carrier is not liable for the damage sustained if it proves that the destruction or loss of, or damage to, the cargo results from one of the following:

- (1) inherent defect quality or vice of that cargo;
- (2) defective packing of that cargo performed by a person other than the carrier or its employees or agents;
- (3) an act of war or an armed conflict;
- (4) an act of public authority carried out in connection with the entry, exit or transit of the cargo.

The carriage by air under this section comprises the period during which the cargo is in the charge of the carrier

The period of the carriage by air does not extend to any carriage by land, by sea, or by inland waterway performed outside an airport except:

- (1) such carriage by land, by sea, or by inland waterway takes place in the performance of a contract for carriage by air, for the purpose of loading, unloading, delivery or transshipment, any damage is presumed to have been the result of an event which took place during the carriage by air, unless proven otherwise;
- (2) the carrier, without the consent of the consignor, substitutes carriage by another mode of transport for the whole or part of a carriage intended by the agreement between the parties to be carriage by air, such carriage by another mode of transport is deemed to be within the period of carriage by air.

**Section 38.** The provisions of section 12 shall apply to the liability of the carrier for the damage resulted from the delay in the carriage of cargo *mutatis mutandis*.

**Section 39.** In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or delay is limited to a sum of nineteen Special Drawing Rights per kilogram, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires.

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In that case where the consignor has made a special declaration of interest in delivery at destination and paid a supplementary sum if the case so requires under paragraph one, the carrier shall be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the consignor's actual interest in delivery at destination.

**Section 40.** In the case of destruction, loss, damage or delay of part of the cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount of money to which the carrier's liability is limited shall be the total weight of the destroyed, lost, damaged, or delayed package or packages, as the case may be.

When the destruction, loss, damage or delay of a part of the cargo, or of an object contained therein, affects the value of other packages covered by the same air waybill, or the same receipt, or the same record preserved by the other means referred to in section 24 paragraph two, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

**Section 41.** The limits of liability prescribed in section 39 shall not prevent the court from awarding the court costs and of the other expenses of the litigation, including interest, to the plaintiff.

The provision of paragraph one shall not apply if the amount of the damages awarded, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later, provided that, based on calculation, the plaintiff is not entitled to an award exceeding the limit of liability prescribed in section 39.

**Section 42.** Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Act shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Act.

**Section 43.** In the case where an action related to carriage of cargo is brought against an servant or agent of the carrier arising out of damage under this Act, such servant or agent, if they prove that they acted within the scope of their employment, shall

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be entitled to avail themselves of the conditions and limits of liability which the carrier itself is entitled to invoke under this Act.

In the case under paragraph one, the aggregate of the amounts recoverable from the carrier, its servants and agents, in that case, shall not exceed the said limits.

**Section 44.** Receipt by the person entitled to delivery of cargo without complaint is *prima facie* evidence that the same has been delivered in good condition and in accordance with the air waybill or cargo receipt or with the record preserved by the other means referred to in section 24 paragraph two.

In the case of damage to cargo, the person entitled to delivery must complain, in writing, to the carrier forthwith after the discovery of the damage, and, at the latest, within fourteen days from the date of receipt of such cargo.

In the case of delay in the carriage, the person entitled to delivery must complain, in writing, to the carrier within twenty-one days from the date of receipt of such cargo.

If no complaint is made within the times aforesaid in paragraph two or paragraph three, no action shall lie against the carrier, save in the case of fraud on its part.

**Section 45.** In the case of carriage of cargo performed by several successive carriers yet deemed to be one undivided carriage as set out in section 4 paragraph three, each carrier is subject to this Act and is deemed to be one of the parties to the contract of carriage by air in so far as the contract deals with that part of the carriage which is performed under its supervision.

In the case of carriage under paragraph one, the consignor have a right of action against the first carrier, and the consignee entitled to the delivery of cargo have a right of action against the last carrier, and further, each may take action against the carrier which performed the carriage during which the destruction, loss, damage or delay took place. These carriers shall be jointly and severally liable to the consignor or consignee.

### CHAPTER 3

#### COMBINED CARRIAGE

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**Section 46.** Subject to section 37 paragraph four, in the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Act shall apply only to the carriage by air.

#### CHAPTER 4

#### CARRIAGE BY AIR PERFORMED BY A PERSON OTHER THAN THE CONTRACTING CARRIER

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**Section 47.** The provisions of this Chapter apply when the contracting carrier as a principal makes a contract of carriage governed by this Act with a passenger or consignor or with a person acting on behalf of the passenger or consignor, and the actual carrier performs, by virtue of authority from the contracting carrier, the whole or part of the carriage, but is not with respect to such part a successive carrier within the meaning of Act. Such authority shall be presumed unless proven otherwise.

**Section 48.** If an actual carrier performs the whole or part of the carriage under section 47, both the contracting carrier and the actual carrier shall be subject to this Act; the contracting carrier for the whole of the carriage contemplated in the contract, the actual carrier solely for the carriage which it performs, except as otherwise provided in this Chapter.

**Section 49.** The acts and omissions of the actual carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the contracting carrier.

In the case where the carriage is performed by the actual carrier, the acts and omissions of the contracting carrier and of its servants and agents acting within the scope of their employment shall be deemed to be also those of the actual carrier. Nevertheless, no such act or omission shall subject the actual carrier to liability exceeding the amounts referred to in this Act.

Any special agreement under which the contracting carrier assumes obligations not imposed by this Act or any waiver of rights or defences conferred by this Act or any special declaration of interest in delivery at destination contemplated in section 16 and section 39 shall not affect the actual carrier unless agreed to by it.

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**Section 50.** Any complaint to be made or instruction to be given under this Act to the carrier shall have the same effect whether addressed to the contracting carrier or to the actual carrier. Nevertheless, instructions referred to in section 32 shall only be effective if addressed to the contracting carrier.

**Section 51.** In relation to the carriage performed by the actual carrier, if , any servant or agent of that carrier or of the contracting carrier prove that they acted within the scope of their employment, such servant or agent of that carrier shall be entitled to avail themselves of the conditions and limits of liability which are applicable under this Act to the carrier whose servant or agent they are, unless it is proved that they acted in a manner that prevents the limits of liability from being invoked in accordance with this Act.

**Section 52.** In relation to the carriage performed by the actual carrier, the aggregate of the amounts of damages recoverable from the contracting carrier and the actual carrier, and from their servants and agents acting within the scope of their employment, shall not exceed the highest amount which could be awarded against either the contracting carrier or the actual carrier under this Act, but none of the persons mentioned in this section shall be liable for a sum in excess of the limit applicable to that person.

**Section 53.** Any provision tending to relieve the contracting carrier or the actual carrier of liability under this Chapter or to fix a lower limit than that which is laid down in this Chapter shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Chapter.

## CHAPTER 5

### ACTION FOR DAMAGES

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**Section 54.** An action for damages in relation to the carriage of passengers, baggage and cargo, however founded, whether under this Act or in contract or in tort or otherwise, can only be brought subject to the conditions and such limits of liability prescribed in this Act.

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A plaintiff is not entitled to punitive damages or damages other than compensation from the action brought under paragraph one.

**Section 55.** The right to damages from the carriage by air is extinguished if no action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft should have arrived, or the date on which the carriage stopped, as the case may be.

**Section 56.** In the case where there is an action under this Act, the conversion of Special Drawing Right to Thai baht currency shall be calculated on the date the court hands down its judgment, provided that the exchange rate under Notification of the Bank of Thailand shall apply.

## CHAPTER 6 DOMESTIC CARRIAGE BY AIR

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**Section 57.** The provisions of this Act shall apply to domestic carriage by air *mutatis mutandis*.

**Section 58.** Cases relating to domestic carriage by air shall fall within the jurisdiction of the Intellectual Property and International Trade Court.

## TRANSITORY PROVISION

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**Section 59.** The Court shall continue trying the cases concerning domestic carriage by air pending further trial before the day on which this Act enters into force; such cases shall not be deemed cases concerning carriage by air under this Act.

Countersigned by:

General Prayut Chan-o-cha  
Prime Minister

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