

time of the accident the passenger has his or her principal and permanent residence and to or from which the carrier operates services for the carriage of passengers by air, either on its own aircraft, or on another carrier's aircraft pursuant to a commercial agreement, and in which that carrier conducts its business of carriage of passengers by air from premises leased or owned by the carrier itself or by another carrier with which it has a commercial agreement.

3. For the purposes of paragraph 2,
 - (a) »commercial agreement« means an agreement, other than an agency agreement, made between carriers and relating to the provision of their joint services for carriage of passengers by air;
 - (b) »principal and permanent residence« means the one fixed and permanent abode of the passenger at the time of the accident. The nationality of the passenger shall not be the determining factor in this regard.
4. Questions of procedure shall be governed by the law of the court seised of the case.

Article 34 — Arbitration

1. Subject to the provisions of this Article, the parties to the contract of carriage for cargo may stipulate that any dispute relating to the liability of the carrier under this Convention shall be settled by arbitration. Such agreement shall be in writing.
2. The arbitration proceedings shall, at the option of the claimant, take place within one of the jurisdictions referred to in Article 33.
3. The arbitrator or arbitration tribunal shall apply the provisions of this Convention.
4. The provisions of paragraphs 2 and 3 of this Article shall be deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith shall be null and void.

Article 35 — Limitation of Actions

1. The right to damages shall be extinguished if an action is not brought within a period of two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

tet havde bopæl eller permanent opholdssted, og hvorfra befordreren udfører lufttransport af passagerer, enten med egne luftfartøjer eller med et andet luftfartsforetagendes luftfartøjer i henhold til en forretningsaftale, og hvor befordreren driver sin virksomhed i forbindelse med lufttransport af passagerer fra lokaler, der er lejet eller ejes af befordreren selv eller af en anden befordrer, som vedkommende har indgået en forretningsaftale med.

3. I stk. 2 forstås ved
 - (a) »forretningsaftale« aftale, som til forskel fra en aftale med en agent, er en aftale mellem befordrere vedrørende deres fælles levering af tjenesteydelser i forbindelse med lufttransport af passagerer,
 - (b) »bopæl eller permanent opholdssted« passagerens faste bolig eller opholdssted på ulykkestidspunktet. Passagerens nationalitet er ikke afgørende i denne forbindelse.
4. Procedurespørgsmål behandles efter gældende lov på det sted, hvor sagen anlægges.

Artikel 34 — Voldgift

1. Under hensyntagen til bestemmelserne i denne artikel kan parterne i en kontrakt om godstransport aftale, at uoverensstemmelser om befordrerens erstatningsansvar i henhold til denne kontrakt skal afgøres ved voldgift. En sådan aftale skal være skriftlig.
2. Voldgiftssagen finder efter klagerens valg sted inden for en af de jurisdiktioner, som er nævnt i artikel 33.
3. Voldgiftsdommeren eller voldgiftsdomstolen skal følge bestemmelserne i denne konvention.
4. Bestemmelserne i denne artikels stk. 2 og 3 anses for at indgå i enhver voldgiftsklausul eller voldgiftsaftale, og hvis bestemmelserne i en sådan klausul eller aftale strider mod dem, er de ugyldige.

Artikel 35 - Begrænsning af søgsmålsadgang

1. Erstatningsretten fortabes, hvis der ikke er anlagt sag inden to år regnet fra tidspunktet for ankomst til bestemmelsesstedet eller det tidspunkt, hvor luftfartøjet skulle være ankommet, eller det tidspunkt, hvor transporten ophørte.