

## FOR FLYBE FLIGHTS OPERATED BY STOBART AIR

### General Conditions of Carriage (for Passengers and Baggage)

#### Article 1 - Definitions

As you read these conditions, please note that:

"We", "our" "ourselves" and "us" means Stobart Air [Stobart Air is a registered business name of Comhfhorbairt (Gaillimh)]

"You", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "Passenger").

"AGREED STOPPING PLACES" means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

"AIRLINE DESIGNATOR CODE" means the two-characters or three letters which identify particular air carriers.

"AUTHORISED AGENT" means a passenger sales agent who has been appointed by us or on our behalf to represent us in the sale of air transportation on our services.

"BAGGAGE" means your personal property accompanying you in connection with your trip. Unless otherwise specified it consists of both your Checked and Unchecked Baggage.

"BAGGAGE CHECK" means those portions of the Ticket which relate to the carriage of your Checked Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued solely for identification of Checked Baggage.

"CARRIER" means an air carrier other than ourselves, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

"CHECKED BAGGAGE" means Baggage of which we take custody and for which we have issued a Baggage Check.

"CHECK-IN DEADLINE" means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

"CONDITIONS OF CONTRACT" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference these Conditions of Carriage and notices.

"CONJUNCTION TICKET" means a Ticket issued to you in relation to another Ticket which together constitute a single contract of carriage.

"CONNECTING FLIGHT" means a subsequent flight to be performed by us or another Carrier under one Ticket or a Conjunction Ticket.

"CONVENTION" means whichever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- Guadalajara Supplementary Convention(1961)Guadalajara);
- The Montreal Convention (1999).

"COUPON" means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

"DAMAGE" includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.

"DAYS" mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

"ELECTRONIC COUPON" means an electronic flight coupon or other value document held in our database.

"ELECTRONIC TICKET" means the Itinerary/Receipt issued by us or on our behalf and/or the Electronic Coupons and/or, if applicable, a boarding document.

"FLIGHT COUPON" means that portion of the Ticket that bears the notation "good for passage", or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

"ITINERARY/RECEIPT" means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

"PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").

"PASSENGER COUPON" or "PASSENGER RECEIPT" means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

"SDR" means a Special Drawing Right as defined by the International Monetary Fund. The actual amount of damages payable by us shall be the amount converted into the currency of Ireland on the day on which the amount of any damages to be paid by us is ascertained by a court as certified by the Central Bank of Ireland or as otherwise provided under applicable law.

"STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"TARIFF" means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

"TICKET" means either the document entitled "Passenger Ticket and Baggage Check", the Itinerary/Receipt or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

"UNCHECKED BAGGAGE" means any of your Baggage other than Checked Baggage.

## **Article 2 - Applicability**

### **2.1 GENERAL**

Except as provided in Articles 2.2 and 2.4, our Conditions of Carriage apply only on those flights, or flight segments, which are operated by us.

### **2.2 CODE SHARES**

On some services we have arrangements with other Carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another Carrier may operate the aircraft. If such arrangements apply we or our Authorised Agents will advise you of the carrier operating the aircraft at the time you make a reservation.

### **OVERRIDING LAW**

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### **2.3 CONDITIONS PREVAIL OVER REGULATIONS**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

## Article 3 - Tickets

### 3.1 GENERAL PROVISIONS

#### 3.1.1

We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

#### 3.1.2

Except as permitted under Article 3.1.4 and in accordance with our regulations, a Ticket is not transferable.

#### 3.1.3

Some Tickets are sold at fares which may be partially or completely non-refundable. You should check the fare rules at the time of booking and choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you might have to cancel your Ticket or are prevented from travelling.

#### 3.1.4

We or our Authorised Agents will issue a replacement Ticket in someone else's name subject to the following conditions:

- your Ticket was purchased as part of a "package" to which the Package Holidays and Travel Trade Act, 1995, (the "Act") applies; and
- you wish to transfer your booking and you satisfy the requirements of Section 16 of the Act; and
- you give us or our Authorised Agents reasonable notice of your intention to transfer the booking before the specified departure date; and
- you return your Ticket to us or our Authorised Agents and provide the name, address and contact number for the person to whom you want the replacement Ticket to be issued; and
- you pay us or our Authorised Agents a reasonable administration fee for issuing the replacement Ticket.

We will also issue a replacement Ticket in accordance with the requirements of any corresponding legislation implementing Council Directive No 90/314/EEC which is applicable in the country where the original Ticket was purchased.

#### 3.1.5

The Ticket is and remains at all times the property of the issuing carrier.

### **3.1.6**

Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and evidence that a valid Electronic Ticket has been duly issued in your name.

### **3.1.7(a)**

In case of loss or mutilation of a Ticket (or part of it) by you or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request we will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by us or another Carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.

### **3.1.7(b)**

Where such evidence is not available or you do not sign such an agreement, the carrier issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If upon finding the original Ticket before the expiry of its validity, you surrender it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.

### **3.1.8**

A ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

## **3.2 PERIOD OF VALIDITY**

### **3.2.1**

Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket or voucher is valid for:

### **3.2.1(a)**

One year from the date of issue; or

### **3.2.1(b)**

Subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.

### **3.2.2**

When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

### **3.2.3**

If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the Electronic Coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

### **3.2.4**

In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

## **3.3 COUPON SEQUENCE AND USE**

### **3.3.1**

The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity if all the coupons are not used in the sequence provided in the Ticket.

### **3.3.2**

Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed.

### **3.3.3**

Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We or our Authorised Agents will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.

### **3.3.4**

Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

### **3.3.5**

Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.



### **3.3.6**

Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations but Article 3.3.4 will be applicable in this case.

### **3.4 NAME ON TICKETS**

For Flybe flights Flybe Limited may be abbreviated to the Airline Designator Code on the Ticket.

## **Article 4 - Fares, Taxes, Fees and Charges, and Currency**

### **4.1 FARES AND SURCHARGES**

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your Ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid. Also in accordance with our Tariff in effect on the date of payment a surcharge, for example a fuel or insurance surcharge, may be added to the fare for your Ticket.

### **4.2 TAXES, FEES AND CHARGES**

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event of any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund. If you do not travel, you may apply in writing for a full refund of taxes, fees and charges paid, in which case the refund may be subject to a reasonable administration charge.

### **4.3 CURRENCY**

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in another currency

## **Article 5 - Reservations**

### **5.1 RESERVATION REQUIREMENTS**

#### **5.1.1**

We or our Authorised Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

#### **5.1.2**

Certain fares have conditions which limit or exclude your right to change or cancel reservations.

### **5.2 TICKETING TIME LIMITS**

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent, we may cancel your reservation.

### **5.3 PERSONAL DATA**

We may use the personal data that you have given us for the purposes of:

- making a reservation and issuing a Ticket;
- providing you with your travel and any ancillary services which you wish to avail of;
- accounting, billing and auditing;
- verification of credit or other charge cards;
- immigration, security and customs control;
- statistical analysis;
- managing your Rewards4all Account with Fly be.

For these purposes, we may transmit your personal data to:

- our own offices;
- our Authorised Agents;
- Government agencies;
- partner airlines;
- other Carriers and service providers involved in providing your transportation or ancillary services;
- credit and charge card companies;
- data processing companies working on our behalf.

Some of these companies/entities may be located outside the European Union.

We may also wish to use your personal data to provide you with information which we think you may find of interest. This may include information about services, products, special

offers and promotions offered by Flybe, other Carriers and service providers. However, you will be given an opportunity to choose not to receive such information.

## **5.4 SEATING**

We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

## **5.5 RECONFIRMATION OF RESERVATIONS**

Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us you still wish to travel, and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight we will use reasonable efforts to transport you to your next or final destination.

### **5.5.2**

You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the carrier whose code appears for the flight in question on the Ticket.

## **5.6 CANCELLATION OF ONWARD RESERVATIONS**

Please be advised that if you do not show up for any flight, without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

## **Article 6 - Check-in and Boarding**

### **6.1**

Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honor them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorised Agents.

### **6.2**

You must be present at the boarding gate not later than the time specified by us when you check in.

### **6.3**

We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

### **6.4**

We will not be liable to you for any loss or expense incurred due to your failure to comply with Check-in Deadlines or to arrive at the boarding gate in time.

### **6.5**

You are required to provide such valid identification for all flights as we may specify from time to time.

## **Article 7 - Refusal and Limitation of Carriage**

### **7.1 RIGHT TO REFUSE CARRIAGE**

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

#### **7.1.1**

Such action is necessary in order to comply with any applicable government laws, regulations, or orders;

#### **7.1.2**

The carriage of you or your Baggage may endanger or affect the safety of the aircraft or the safety, health, or materially affect the comfort of other passengers or crew;

#### **7.1.3**

Your mental or physical state, including your impairment from alcohol or drugs or where you have a contagious infectious condition, presents a hazard or risk to yourself, to passengers, to crew, or to property;

#### **7.1.4**

You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

#### **7.1.5**

You have refused to submit to a security check on you or your baggage;

#### **7.1.6**

You have not paid the applicable fare, taxes, fees or charges;

#### **7.1.7**

You have behaved in a threatening, abusive or insulting manner towards any member of our ground staff or crew;

### **7.1.8**

You do not appear to have valid travel documents, or may seek to enter a country through which you may be in transit or for which you do not have valid travel documents or destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

### **7.1.9**

You cannot establish to our reasonable satisfaction that you are the person named in the Ticket;

### **7.1.10**

You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

### **7.1.11**

You have failed to comply with the requirements set forth in Article 3.3 above concerning the coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated;

### **7.1.12**

We have served a banning notice on you informing you that you are banned from being carried on our network;

### **7.1.13**

You fail to observe our instructions with respect to safety or security;

### **7.1.14**

You owe us any money in respect of a previous flight owing to payment having been dishonoured, denied or recharged against us;

### **7.1.15**

You have deliberately interfered with a member of the crew of the aircraft carrying out their duties.

If we have, in reasonable exercise of its discretion under this Article, refused to carry you on the basis of any of the above, or have you removed en route, we may cancel the remaining unused portion of your Ticket and you will not be entitled to further carriage or to

a refund in respect of the sector(s) covered by the Ticket. We will not be liable for any consequential loss or damage alleged due to any such refusal to carry or your removal en route.

## 7.2 SPECIAL ASSISTANCE

We encourage disabled passengers and passengers with reduced mobility that require assistance during travel to contact our special assistance team at least 48 hours in advance of their date of travel to advise of their assistance requirements. We will make all necessary arrangements and ensure all information is passed to relevant third parties. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

Passengers requiring medication for any condition must ensure that they keep sufficient amounts upon their person for the duration of each flight in case it is required at any time.

With appropriate notification the relevant Airport Authorities will provide wheelchair facilities free of charge to any passengers requiring assistance.

We do not accept reservations for unaccompanied children under 12 years of age for travel on our scheduled services.

### 7.2.1

Children under 12 years of age must be accompanied by an adult aged 16 years or older.

Unaccompanied young passengers between the ages of 12 and 15 inclusive will be accepted on our flights on the basis that they are travelling as an adult and subject to the following requirements:

The parent or guardian will be required to sign a Form of Indemnity at the airport on the day of departure confirming that we have no responsibility to provide special assistance to these passengers. In the case of a return ticket, the Form of Indemnity will also cover the return flight. We will deny boarding to any unaccompanied young person between the age of 12 and 15 inclusive should the parent /guardian fail to complete this form.

The parent or guardian will need to accompany the young passenger to the airport and go to the check-in desk where they may be asked to provide a form of identification.

Young passengers must not use online check-in or an airport check-in kiosk.

In the case of connecting flights, the rules applicable to young passengers will depend on the airline concerned. These airlines must be contacted directly to request this service.

Young passengers connecting to another flight must make their own way to the connection gate



## Article 8 - Baggage

For further detail in relation to terms and conditions with regard to Baggage please see the Baggage Information pages on [flybe.com](http://flybe.com).

### 8.1 FREE BAGGAGE ALLOWANCE

You may be entitled to carry some Baggage, free of charge, subject to our conditions and limitations, details of which are available on [flybe.com](http://flybe.com) or upon request from us or our Authorised Agents.

### 8.2 EXCESS BAGGAGE

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance, where applicable. These rates are available upon request from us or our Authorised Agents.

### 8.3 ITEMS UNACCEPTABLE AS BAGGAGE

#### 8.3.1

In addition to the items mentioned as being unacceptable for carriage as per the Baggage Information detail on the [flybe.com](http://flybe.com) web site you must not include in your Baggage:

##### 8.3.1.1

Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request). We do not accept mobility devices with spillable batteries.

##### 8.3.1.2

Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

### 8.3.1.3

Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

### 8.3.2

Firearms, ammunition and weapons are not permitted for carriage

### 8.3.3

You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, personal medication, passports and other identification documents or samples.

## 8.4 RIGHT TO REFUSE CARRIAGE

### 8.4.1

We will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.

### 8.4.2

We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

### 8.4.3

We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request. If we accept Baggage for carriage we do so on the basis that you are responsible for ensuring that all fragile items are packaged adequately for air travel in a hard shell robust container or protected suitably. We will not be responsible for any minor damage to such items which does not affect the functionality (i.e. 'working order') of any item in Baggage. We accept no responsibility for any minor cuts, scratches, dents or wear and tear incurred in the course of normal handling. Neither do we accept responsibility for any damage caused to or as a result of damage caused to the following items:

- Items that protrude from luggage such as wheels, luggage feet and handles
- Items of a fragile (musical and sporting equipment) or perishable nature
- Over packed bags
- Loss of external locks, zips, pull straps or security straps
- Manufacturer's defects
- Baggage accepted after the check-in closure time.
- Baggage containing valuable items.
- Designer Baggage
- Umbrellas.
- Child's pushchair/buggy.

These items are only carried entirely at your own risk for loss, damage, or delay. You should therefore ensure that you have suitable private insurance cover for your journey.

## **8.5 RIGHT OF SEARCH**

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in 8.3.1. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes Damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

## **8.6 CHECKED BAGGAGE**

### **8.6.1**

Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

## 8.6.2

Checked Baggage must have your name or other personal identification affixed to it.

## 8.6.3

Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

## 8.7 UNCHECKED BAGGAGE

### 8.7.1

We specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. Baggage which you carry onto the aircraft must also fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

Hand baggage is restricted to one piece per passenger. The maximum dimensions for a cabin bag are 49cm x 37cm x 22cm. Baggage dimensions shall be measured at the longest point, including the wheels and handles. Baggage must weigh under 7kgs.

### 8.7.2

Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements of 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service. Details of applicable charges are available upon request from us or our Authorised Agents.

## **8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE**

### **8.8.1**

Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

### **8.8.2**

Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

### **8.8.3**

If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

## **8.9 ANIMALS**

Animals and Domestic Pets are not permitted for carriage.

### **8.9.1**

Guide dogs accompanying passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request. All Guide or Assistance dogs must be registered.

## **Article 9 - Schedules, Delays, Cancellation of Flights and Denied Boarding Compensation**

### **9.1 SCHEDULES**

#### **9.1.1**

The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

#### **9.1.2**

Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket or Itinerary/Receipt. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket or Itinerary/Receipt. If you provide us with your email address, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we change the scheduled departure time by more than two hours and this is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2.

### **9.2 CANCELLATION, REROUTING, DELAYS, ETC**

#### **9.2.1**

We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative Carrier and/or aircraft.

#### **9.2.2**

Except as otherwise provided by the Convention, and subject as provided in Article 9.2.3, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a Connecting Flight on which you hold a confirmed reservation, we shall, at your option, either:

### **9.2.2.1**

Carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

### **9.2.2.2**

Within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another Carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

### **9.2.2.3**

Make a refund in accordance with the provisions of Article 10.2.

### **9.2.3**

Upon the occurrence of any of the events set out in Article 9.2.2, except as otherwise provided by the Convention, the options outlined in Article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you. Notwithstanding the foregoing, we shall not be liable to you for any loss or damage occasioned by the occurrence of any of the events set out in Article 9.2.2 and the remedies mentioned in Article 9.2.2 will be available to you at our discretion, if we have taken all reasonably necessary measures to avoid the damage or it was impossible for us to take such measures.

### **9.2.4**

If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy.

## **Article 10 - Refunds**

### **10.1**

We will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff, as follows:

#### **10.1.1**

Except as otherwise provided in this ARTICLE, we shall be entitled to make a refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

#### **10.1.2**

If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

#### **10.1.3**

Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

## **10.2 INVOLUNTARY REFUNDS**

### **10.2.1**

If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or cause you to miss a connecting flight, the amount of the refund shall be:

#### **10.2.1.1**

If no portion of the Ticket has been used, an amount equal to the fare and any taxes, fees and charges paid;

#### **10.2.1.2**

If a portion of the Ticket has been used, the refund will be not less than the difference between the fare and any taxes, fees and charges paid and the applicable fare for travel between the points for which the Ticket has been used.



## **10.3 VOLUNTARY REFUNDS**

### **10.3.1**

If you are entitled to a refund of your Ticket for reasons other than those set out in 10.2, the amount of the refund shall be:

#### **10.3.1.1**

If no portion of the Ticket has been used, an amount equal to the fare and any taxes, fees and charges paid less any reasonable service charges or cancellation fees;

#### **10.3.1.2**

If a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare and any taxes, fees and charges paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges and cancellation fees.

## **10.4 REFUND ON LOST TICKET**

### **10.4.1**

If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

#### **10.4.1.1**

That the lost Ticket, or portion of it, has not been used, previously refunded or replaced (except where the use, refund or replacement by or to a third party resulted from our own negligence).

#### **10.4.1.2**

That the person to whom the refund is made undertakes, in such form as may be prescribed by us to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

### **10.4.2**

If we or our Authorised Agent lose the Ticket or portion of it, the loss shall be our responsibility.

## **10.5 RIGHT TO REFUSE REFUND**

### **10.5.1**

We may refuse a refund where application is made after the expiry of the validity of the Ticket.

### **10.5.2**

We may refuse a refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.

## **10.6 CURRENCY**

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

## **10.7 BY WHOM TICKET REFUNDABLE**

Voluntary refunds will be made only by the carrier which originally issued the Ticket or by its agent if so authorised.

## **Article 11 - Conduct Aboard Aircraft**

### **11.1 GENERAL**

If, in our reasonable opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and reported to the relevant authorities with a view to having you prosecuted for any criminal offences committed on board the aircraft.

### **11.2**

If as a result of conduct by you which is prohibited under Article 11.1 we decide in the exercise of our reasonable discretion to divert the aircraft for the purpose of offloading you, you must pay all reasonable costs resulting from that diversion.

### **11.3 ELECTRONIC DEVICES**

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to:

- cellular telephones;
- laptop computers;
- portable recorders;
- portable radios;
- CD players;
- electronic games or transmitting devices, including radio controlled toys and walkie-talkies.

Operation of hearing aids and heart pacemakers is permitted.

## **Article 12 - Arrangements for Additional Services**

### **12.1**

If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provided will apply.

### **12.2**

If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us or our Authorised Agents upon request.

## **Article 13 - Travel Documents, Entry, Customs and Security**

### **13.1 GENERAL**

#### **13.1.1**

You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

#### **13.1.2**

We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### **13.2 TRAVEL DOCUMENTS**

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

### **13.3 REFUSAL OF ENTRY**

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

### **13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.**

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your Ticket, or any of your funds in our possession.

### **13.5 CUSTOMS INSPECTION**

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

### **13.6 SECURITY INSPECTION**

You shall submit to any security checks by Governments, airport officials, Carriers or by US.

## **Article 14 - Successive Carriers**

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.4.3.

## **Article 15 - Liability for Damage**

### **15.1 LIABILITY RULES**

#### **15.1.1**

Our liability to you will be governed by our Conditions of Carriage and the liability of each Carrier involved in your journey will be determined by its own Conditions of Carriage.

#### **15.1.2**

Unless otherwise stated in these Conditions, international travel, as defined in the Convention, is subject to the liability rules of the Convention.

### **15.2 LIABILITY FOR DEATH, WOUNDING OR OTHER BODILY INJURY TO PASSENGERS**

#### **15.2.1**

Our liability in respect of damages sustained in the event of death, wounding or any other bodily injury of a passenger in the event of an accident shall not be subject to any financial limit, be it defined by law, convention or contract.

#### **15.2.2**

For any damages up to the sum of the equivalent of 113,100 SDRs, we shall not exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the damage or that it was impossible for us or our agents to take such measures. Notwithstanding the foregoing, if we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased passenger, we may be exonerated wholly or partly from our liability in accordance with applicable law. For claims in excess of this limit, we shall not be liable for damages if we can prove that:

1. such damage was not due to our or our agent's negligence or other wrongful act or omission; or
2. such damage was solely due to the negligence or other wrongful act or omission of a third party.

#### **15.2.3**

We shall, without delay, and in any event not later than fifteen (15) days after the identity of the natural person entitled to compensation has been established, make such advance payment as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. Such advance payment shall not be less than the equivalent of 16,000 SDRs per passenger in the event of death.



#### **15.2.4**

An advance payment shall not constitute recognition of our liability and may be offset against any subsequent sums paid on the basis of our liability. Such advance payment is not returnable, except (i) in cases where we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased passenger, or (ii) in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

#### **15.2.5**

The obligations of insurance set out in Article 7 of Council Regulation (EEC) No 2407/94 shall be understood as requiring that we will have liability insurance cover of at least 113,100 SDRs per passenger and thereafter up to a reasonable level.

#### **15.2.6**

We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

### **15.3 LIABILITY FOR DAMAGE TO BAGGAGE**

#### **15.3.1**

We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

#### **15.3.2**

We shall only be liable for Damage sustained in case of Damage to Checked Baggage where the event that caused the Damage took place on board our aircraft or during any period within which the Checked Baggage was in our charge. We shall not be liable if and to the extent that the Damage resulted from the inherent defect, quality or vice of the Baggage. Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability generally in the case of Damage to Checked Baggage shall be limited to 1,131 SDRs per passenger, unless you have made a special declaration of higher value at the latest at check-in and paid a supplementary fee.

#### **15.3.3**

We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

## 15.4 GENERAL

### 15.4.1

Any liability we have for Damage will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

### 15.4.2

We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

### 15.4.3

We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another Carrier, we do so only as agent for the other Carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

### 15.4.4

Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs, in accordance with the Convention.

### 15.4.5

The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

### 15.4.6

Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

### 15.4.7

Nothing in these Conditions of Carriage:

- prevents us from excluding or limiting our liability under the Convention or any laws which apply or
- waives any defense available to us under the Convention or any laws which

apply against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a passenger.

## **Article 16 - Time Limitation on Claims and Actions**

### **16.1 NOTICE OF BAGGAGE CLAIMS**

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

### **16.2 LIMITATION OF ACTIONS FOR DAMAGES**

Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

## Article 17 - Other Regulations and Conditions

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things:

1. the carriage of unaccompanied minors, pregnant women, and sick passengers;
2. restrictions on use of electronic devices and items on board the aircraft;
3. on board consumption of alcohol and smoking;
4. the carriage of animals
5. size/weight of Baggage; and
6. passengers with limited mobility

Regulations and conditions concerning these matters are available from us or our Authorised Agents on request.

## **Article 18 - Interpretation**

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.