

Eastern Airways

Conditions of Carriage

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[ARTICLE 1 - What particular expressions mean in these Conditions](#)

As you read these conditions, please note that:

We, us, our - means Eastern Airways

You, your - means any person holding a Ticket who is to be carried or is carried on an aircraft, except members of the crew. (See also the definition for Ticket and for Passenger)

Admin Fee - A charge to be levied per passenger per booking, both at our discretion and that of our appointed Agents.

Agreed Stopping Places - are the places, except the place of departure and the place of destination, set out in your Ticket or shown in our timetables as scheduled stopping places on your route

Airline Designator Code - is the two or three letters or the letter and number which identify particular air carriers

Authorised Agent - is a passenger sales agent who we have appointed to represent us in the sale of air transportation on our services

Baggage - means your personal property accompanying you on your flight, which unless otherwise specified, consists of your Checked and Unchecked Baggage

Baggage Receipt - refers to the part of your Ticket/Flight Confirmation Document/Itinerary which relates to the carriage of your Checked Baggage

Baggage Identification Tag - means a document issued solely for identification of each piece of Checked Baggage

Carrier - means an air carrier other than Eastern Airways

Carrier's Regulations - are the rules, other than these Conditions of Carriage, published by us and in effect on the date the booking is made which govern the carriage of Passengers and/or Baggage and shall include applicable Tariffs in force; these are available on our Website and at our offices upon request

Checked Baggage - this is baggage which we have taken into our custody and for which we have issued a baggage identification tag or a baggage receipt or both and which normally travels in the hold of the aircraft

Check-in Deadline - the time limit we have set by which you must have completed the check-in formalities and received your boarding pass

Conditions of Carriage - means these General Conditions of Carriage for Passengers and Baggage

Conditions of Contract - means those statements contained in or delivered with your Ticket or Flight Confirmation Document/Itinerary or Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and Carriers Regulations.

Confirmation Reference - means the unique reference we assign to you to identify the booking you have made which has been confirmed by us

Convention - means whichever of the following apply

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below 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)
- The Guadalajara Supplementary Convention (1961)
- The Montreal Convention (1999)

Coupon - means a paper flight coupon or an electronic coupon, each of which entitles the passenger named on it to travel on the particular flight identified on it.

Damage - this includes death of, wounding of, or bodily injury to a passenger. It also includes loss, partial loss, and theft of, or other damage to baggage arising out of, or in connection with carriage or other services incidental thereto performed by us.

Days - means calendar days including all seven days of the week. For the purpose of sending notices, we will not count the day on which notice is sent. For the purposes of deciding whether a Ticket is valid, we will not count the day on which the Ticket was issued, or the first flight began.

Electronic Coupon - is a flight coupon for an Electronic Ticket held in our computer database.

Electronic Ticket - is a Flight Confirmation Document/Itinerary and/or receipt, Electronic Coupons and any boarding document we have issued to you

Events Beyond Your Control - are unusual and unforeseeable circumstances which you cannot control and the consequences of which you could not have avoided even if you had taken all due care

Flight Coupon - is the part of your Ticket which has the words "Good for Passage" printed on it. In the case of an Electronic Ticket, it means the Electronic Coupon. The flight coupon shows the places of departure and destination between which you are entitled to be carried

Involuntary Fare Refund - means a refund, under Article 8.2, of the fare for your Ticket

Itinerary and Receipt - means a document or documents we or our authorised agents issue on paper, by fax, by E-mail, or deliver electronically to passengers travelling with Electronic Tickets. It contains the passenger's name, flight information and a receipt

Limited Release - means entirely at your own risk for loss, damage or delay

Passenger - means any person holding a Ticket who is carried, or is to be carried, on an aircraft, except members of the crew. (See also the definition for you, your)

Passenger Coupon - is the part of your Ticket which is marked as such

SDR - is a Special Drawing Right as defined by the International Monetary Fund

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 related Conditions of Carriage of an airline which have been filed, where required, with the appropriate authorities

Ticket - means either a document called a "Passenger Ticket and Baggage Receipt" or an Electronic Ticket and/or Confirmation Reference, which we or our Authorised Agents have issued and/or assigned to you and the Boarding Pass issued at check-in.

Unaccompanied Minor - refers to a child aged between 5 years and 11 years of age inclusive travelling alone

Unchecked Baggage - means your baggage other than your Checked Baggage. Unchecked Baggage is normally carried with you on to the aircraft

Validity Period - is the period for which your Ticket is valid

Voluntary Fare Refund - is a refund, under clause 8.3 of the fare for your Ticket

Website - means Eastern Airways internet site www.flybe.com

[ARTICLE 2 - Applicability](#)

2.1 General

Except as provided in paragraphs 2.2, 2.4 and 2.5 these Conditions of Carriage apply to all flights we operate and any liability we may have in relation to that carriage by air. The Terms and Conditions contained within the Ticket/Flight Itinerary or Receipt shall form part of these Conditions of Carriage. If carriage is performed pursuant to a Charter Agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise in the Charter Agreement or the Ticket.

2.3 Overriding Law

These Conditions of Carriage are applicable unless they are inconsistent with any Tariffs or laws which apply to your Contract of Carriage with us in which event such Tariffs or laws will apply.

2.4 Conditions Prevail over Regulations

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and our Carrier's Regulations, these Conditions of Carriage will apply.

2.5 Validity of Conditions

If one of these Conditions of Carriage is invalid, the other Conditions will remain valid.

[ARTICLE 3 - Tickets](#)

3.1 General

The Ticket, these Conditions of Carriage and our Carrier's Regulations (including applicable Tariffs) together constitute the terms and conditions of the Contract of Carriage between you and us. These Conditions of Carriage and our Carrier's Regulations can be found and are accessible in full on our Website and copies may be obtained on request in writing from our office at the address provided at the end of these Conditions of Carriage. We will only provide carriage to the Passenger named in the Ticket who presents valid confirmation, duly issued by us in respect of that person for the flight. You will also be required to produce positive formal identification identifying you as the passenger named in the booking and valid travel documentation in the form of passport and any visa or other documentation required to satisfy us and the relevant authorities for the journey you are undertaking. You should choose the fare which best suits your needs and we strongly recommend that you ensure you have an appropriate level of insurance to cover instances where you are unable to use your Ticket.

3.2 Changes to Tickets

The Ticket you have purchased is valid for transportation only as shown on the Ticket for the Passenger named, from the place of departure to the final destination on the date and flight number shown. If you wish to change your flight or the Passenger to be carried, subject to applicable ticket conditions, you must contact us in advance. All permitted changes must be made at least 3 hours before the minimum check-in time of the flight; such changes may only be made by the passenger named in the booking and/or the person who made the original booking. Any additional fare due, in accordance with our Carrier's Regulations and Tariffs and any applicable administration fee will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Detailed rules relating to fares and changes to Tickets are available from our offices upon written request. We shall not be liable to any person entitled to be carried by us or for any refund in connection with a proposed flight if, in good faith, we provide carriage to a person purporting to be entitled to carriage or make any refund to the person entitled in accordance with Article 8.

3.3 Package Travel, Package Holidays and Package Tour Regulations

Your right to transfer your booking to another passenger where the Package Travel, Package Holidays and Package Tour Regulations apply.

If the Ticket has been issued as part of a package to which The Package Travel, Package Holidays and Package Tours Regulations 1992 SI 1992/3288 as amended (the Regulations) apply and you want to transfer your booking under regulation 10 of the Regulations, we or our authorised agents will issue a new Ticket provided that you:

- i)** Prove to us or our Authorised Agents that you have satisfied the requirements of regulation 10 and are entitled to transfer the booking;
- ii)** Give us or our Authorised Agents reasonable notice of your intention to transfer the booking before your date of departure;
- iii)** Give us or our Authorised Agents the full name, address and contact number of the person to whom you want the new ticket to be issued;
- iv)** You deliver the Ticket to us or our Authorised Agents; and you pay us or our Authorised Agents a reasonable administration fee for issuing the new Ticket.

3.4 Validity

Unless it says differently on the Ticket, in these Conditions of Carriage, or in any Tariffs which apply, a Ticket is valid for six months from the date of issue or six months from the date you first travelled using the Ticket, providing your first flight took place within six months of the Ticket issue. If, because we were unable to confirm your reservation at the time you asked for it, you are prevented from travelling within the validity period of the Ticket, we will extend the validity period of the Ticket or provide you with a voluntary fare refund.

3.4.1 If, after beginning your journey you become ill and your illness prevents you from travelling on your next flight within the validity period of your Ticket; and you want us to extend the validity period so that you can continue your journey; you must provide us with a medical certificate. The certificate must state the facts relating to your illness and confirm it is not related to an existing medical condition and the date you will be fit to travel again (“the recovery date”). When we receive the certificate, we may decide to extend the validity period until either the recovery date, providing there is a seat available on the relevant flight in the class of service for which you have paid the fare or, if not, the first date after the recovery date when a seat is available, plus any applicable administration fee.

3.4.2 In the event of a death of a passenger during their journey and there are other passengers are travelling in the same party as the deceased passenger we may decide not to enforce any minimum stay conditions which apply to the Tickets of members of the party or to extend the validity period of their Tickets or both.

3.4.3 In the event of a death of a member of your immediate family and you have supplied us with a copy of the death certificate, we may decide to change your Tickets and those of your immediate family travelling with you by extending the validity period of the Tickets. We will not extend the validity period of the Tickets for more than 45 days after the date of death.

3.4.4 Tickets purchased on our flights are non-refundable. All travellers are recommended to take out travel insurance. If you are prevented from travelling, passengers are advised to contact their travel insurance company. To assist any claim, upon written request and for an administration fee of £25.00, we can provide a letter stating that Eastern Airways is a non-refundable airline.

3.5 Our Name and Address on Tickets

Our name on the tickets will be Flybe operated by Eastern Airways and may be abbreviated to airline designator code or otherwise on any of our documents of carriage or on the Website. Our Registered Office address is, Air Kilroe Ltd t/a Eastern Airways, Redhill Aerodrome, Kings Mill Lane, Redhill RH1 5JZ. United Kingdom. Please see our Website for more details of how to contact us.

ARTICLE 4 - Check-in and Boarding

4.1 Check-in Deadlines

You must complete the check-in process sufficiently in advance of the time of flight departure to permit completion of any government formalities and departure procedures. Check-in deadlines vary and your journey will be smoother if you allow plenty of time to check in. Please find out the check-in deadlines for your flights before you travel and keep to them. If you do not complete the check-in process by the check-in deadline we may cancel your reservation and not carry you. Also and at our discretion, or that of our Authorised Agents, you may not be entitled to any refund of the fare paid either by yourself or on your behalf by a third party. By completing the check-in process we mean that you have received your boarding pass for your flight.

4.2 Boarding Gate Deadlines

You must be present at the boarding gate not later than the time we give you when you check in. We may decide not to carry you if you fail to arrive at the boarding gate on time. We will not be liable to you for any loss or expense you suffer if you fail to meet check-in deadlines or fail to be at the boarding gate on time.

4.3 Administration

You are solely responsible for complying with all laws, regulations, orders, demands and requirements of countries to be flown from, into or over and with our Carrier's Regulations and instructions given by us relating thereto. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.

ARTICLE 5 - Refusal and Limitation of Carriage

5.1 Pre-Notified 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 a notice carry you on our flights. In this circumstance you will be entitled to a refund of the fare you have paid, plus any Taxes, Fees and Charges, less any reasonable administration charge we may apply.

5.2 Right to Refuse Carriage

We may refuse to carry you or your Baggage, without refund, if one or more of the following has occurred or we reasonably believe may occur:

5.2.1 If 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;

5.2.2 If you are drunk or under the influence of drink or drugs or if you are, or we reasonably believe you are, in unlawful possession of drugs;

5.2.3 If your mental or physical state is a danger or risk to you, the aircraft or any person in it;

5.2.4 If you have refused to allow a security check to be carried out on you or your Baggage;

5.2.5 If you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security and/or used threatening, abusive or insulting words towards our ground staff or a member of the crew of the aircraft;

5.2.6 If you have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft;

5.2.7 If you have deliberately interfered with a member of the crew of the aircraft carrying out their duties;

5.2.8 If you have put the safety of either the aircraft or any person in it in danger;

5.2.9 If you have made a hoax threat relating to bombs, biological or chemical weapons;

5.2.10 If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft;

5.2.11 If you have not, or do not appear to have, valid travel documents; if you try to enter a country for which your travel documents are not valid; destroy your travel documents during the flight, refuse to surrender your travel documents to a member of the crew, against receipt, when so requested or refuse to allow us to photo copy your travel documents;

5.2.12 If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger; if carrying you would break government laws, regulations, or orders; if you have refused to give us information which a government authority has asked us to provide about you.

5.2.13 If you have not presented a valid Ticket;
If you have not paid the fare (including any Taxes, Fees or Charges) for your journey;
If you have presented a Ticket acquired illegally;
If you have presented a Ticket which you did not buy from us or our Authorised Agents;
If you have presented a Ticket which was not issued by us or our Authorised Agents;
If you have presented a Ticket which has been reported as being lost or stolen;
If you have presented a counterfeit Ticket;
If you have presented a Ticket with an alteration made neither by us nor our Authorised Agents;
If you have presented a spoiled, torn or damaged Ticket or a Ticket which has been tampered with.

5.2.14 If you cannot prove you are the person named in the Ticket when presenting for check-in or boarding. We reserve the right to retain such Ticket in these circumstances.

5.2.15 If you have changed your transportation without our agreement as set out in Article 3.2 and our Carrier's Regulations.

5.2.16 If you have failed to present your Ticket or your Boarding Pass or your travel documents to us when reasonably asked to do so; if you have failed to complete the check-in process by the check-in deadline; if you have failed to arrive at the boarding gate on time.

5.2.17 If you have behaved in a way mentioned above on or in connection with a previous flight and we believe you may repeat this behaviour.

5.2.18 Persons wearing any "hybrid tracking device" (PEDS) are NOT permitted to fly, due to the regulations relating to electronic devices on-board aircraft. CAP756 & EASA AMC1 CAT.GEN.MPA.140

5.3 Special Assistance

If you have a disability, are a disabled person or have, limited mobility or a special need and you have told us or our Authorised Agents at time of booking, or at least 48 hours prior to departure, that you have special needs, such as a wheelchair, or that you need special help and you have asked us or our Authorised Agents to provide this; and we or our Authorised Agents have agreed, before you check in - at least one hour before departure - to provide for your special needs and/or give you special help, we will not then refuse to carry you because of your disability, limited mobility or special needs. You can contact us by: Phone: **01652 680600**, (outside the UK please dial: +44 (0)1652 680 600) or email: customersupport@easternairways.com. We may decide not to carry pregnant women; passengers who are ill, or passengers who are disabled, have limited mobility or need special help if arrangements to carry them have not been made at the time of booking or, at the latest, before check-in opens.

See Eastern Airways Carriers Regulations.

5.4 Fitness to Travel

Prior to booking and boarding the aircraft for carriage you must be reasonably satisfied that you are medically fit to travel and fly. Whenever you are aware of a health condition you are obliged to seek professional medical advice before flying with us. It is your responsibility to ensure that all such precautions are in fact taken before, during and after your flight, and we may request for you to provide a medical letter confirming you are fit to fly. We will not be obliged to amend bookings in the event that you are unable to travel due to a history related medical condition. See Articles 3.1 and 3.4

ARTICLE 6 - Baggage

Baggage in accordance with Flybe ticket conditions

6.1 Items Unacceptable as Baggage

You must not include in your baggage items which do not constitute baggage as defined in Article 1 of these Conditions of Carriage.

6.1.1 You must not carry the following in your baggage (whether as Checked Baggage or Unchecked Baggage):

- Small Vehicles Powered by Lithium Batteries such as hoverboards, air wheels and solo wheels

Unfortunately the negative reports of the poor quality of most of these items plus the potential fire risk arising from their batteries, has meant that at this time Eastern Airways has placed a ban on them. This means that we're unable to allow customers to travel with them in either their hand or checked baggage on our aircraft.

- Prohibited Hand Baggage Items

There are items that are prohibited from being carried in the cabin of an aircraft, or on the person. Customers are asked to remove such objects from their hand baggage. The following are lists of articles that may not be carried into the cabin of an aircraft:

- Chemical & Toxic Substances

Any chemical or toxic substance, which poses a risk to the health of passengers and crew, or, the security / safety of aircraft or property, including, but not limited to:

- Acids and alkalis (e.g. spillable 'wet' batteries)
- Corrosive or bleaching substances (e.g. mercury, chlorine)
- Disabling or incapacitating sprays (e.g. mace, pepper spray, tear gas)
- Fire extinguishers
- Infectious or biological hazardous material (e.g. infected blood, bacteria and viruses)
- Material capable of spontaneous ignition or combustion
- Poisons
- Radioactive material (medicinal or commercial isotopes)

- Stunning Devices

Devices designed specifically to stun or immobilise, including:

- devices for shocking, such as stun guns, tasers and stun batons
- animal stunners and animal killers
- disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays

- Blunt Instruments

Any blunt instrument capable of causing injury, including, but not limited to:

- Baseball and softball bats
- Billiard, snooker and pool cues
- Clubs or batons – rigid or flexible (e.g. billy clubs, blackjacks, nightsticks and batons)
- Cricket bats
- Fishing rods
- Golf clubs
- Hockey sticks
- Kayak and canoe paddles
- Lacrosse sticks
- Martial arts equipment (e.g. knuckle dusters, clubs, coshes, rice flails, num chucks, kubatons and kubasaunts)
- Skateboards

- Guns, Firearms & Weapons

Any object capable, or appearing capable, of discharging a projectile or causing injury, including, but not limited to:

- Air pistols / rifles and pellet guns
- All firearms (pistols, revolvers, rifles, air rifles, shotguns etc.)
- Animal humane killers
- Ball bearing guns
- Catapults
- Component parts of firearms (excluding telescopic sighting devices and sights)
- Crossbows
- Harpoon & spear guns
- Industrial bolt and nail guns
- Lighters shaped like firearms
- Replica and imitation firearms
- Signal flare pistols
- Starter pistols
- Stun or shocking devices (e.g. cattle prods, ballistics conducted energy weapons, tasers)
- Toy guns of all types

- Pointed / Edged Weapons & Sharp Objects

Pointed or bladed articles capable of causing injury, including, but not limited to:

- Arrows and darts
- Axes and hatchets
- Box cutters
- Corkscrews
- Crampons
- Harpoons and spears
- Household cutlery
- Hypodermic syringes (unless for a proven medical purpose)
- Ice axes and ice picks
- Ice skates
- Knives, including ceremonial knives, with blades of more than 6 cm, made of metal or any other material strong enough to be used as a potential weapon
- Lockable or flick knives with blades of any length
- Machetes
- Meat cleavers
- Open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge)
- Sabres, swords & swordsticks
- Scalpels
- Scissors with blades more than 6 cm in length
- Ski and walking / hiking poles
- Throwing stars
- Tradesman's tools that have the potential to be used as a pointed or edged weapon (e.g. drills and drill bits, box cutters, utility knives, all saws, screwdrivers, crowbars, hammers, pliers, wrenches / spanners, blow torches)

- Explosives & Flammable Substances

Any explosive or highly combustible substance, which poses a risk to the health of passengers and crew or the security / safety of aircraft or property, including, but not limited to:

- Aerosol spray paint
- Alcoholic beverages exceeding 70% by volume (140% proof)
- Ammunition
- Blasting caps
- Detonators and fuses
- Explosives and explosive devices
- Fireworks, flares in any form and other pyrotechnics (including party poppers and toy caps)
- Flammable liquid fuel (e.g. petrol/gasoline, diesel, lighter fluid, alcohol, ethanol)
- Gas and gas containers (e.g. butane, propane, acetylene, oxygen - in large volume)
- Grenades of all types
- Mines and other explosive military stores
- Non safety matches
- Replica or imitation explosive material or devices
- Smoke generating canisters or cartridges
- Turpentine and paint thinner

- Prohibited Checked Baggage Items

There are items that are prohibited from being carried in hold baggage. Customers are asked to remove items from their baggage. The following articles should not be placed in hold baggage:

- Ammunition
- Blasting caps
- Smoke-generating canisters and smoke generating cartridges
- Dynamite, gunpowder and plastic explosives
- Corrosives (e.g. mercury or vehicle batteries)
- Explosives (e.g. detonators, fuses, grenades or mines)
- Flammable gases (e.g. propane, butane)
- Flammable liquids (e.g. gasoline or methanol)
- Flammable solids and reactive substances (e.g. magnesium, firelighters, fireworks or flares)
- Oxidizers and organic peroxides (e.g. bleach or car body repair kits)
- Radioactive material (e.g. medicinal or commercial isotopes)
- Toxic or infectious substances (e.g. rat poison or infected blood)
- Vehicle fuel system components which have contained fuel
- Those items you are forbidden from carrying by law.
- Items you are forbidden from carrying by our Carrier's Regulations.
- Any item likely to put the aircraft or people or property on board the aircraft in danger. These include the items shown 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".
- Items which we reasonably consider unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or character. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used.
- If we discover that you are carrying forbidden items, we will refuse to carry them. Please ask us for information about forbidden items if you need it.
- We may at our discretion accept as checked baggage workmen's tools on a limited release basis, but they will not be permitted in the cabin of the aircraft. Please contact us for further information if required.

6.1.2 Firearms: If you want to travel with firearms and ammunition (sporting guns), you must obtain our permission in advance and provide us with your license details. If you do not, we may decide not to carry them. All firearms and ammunition must be carried as Checked Baggage and we will not allow you to take them into the aircraft cabin. All firearms carried as Checked Baggage must be unloaded, have the safety catch on and be suitably packed. Carrying firearms and ammunition is covered by the ICAO Technical Instruction and IATA Regulations referred to above. You must make sure that you have all the documents you need for firearms and ammunition. If you do not, we may decide not to carry them.

6.1.3 Dangerous Item: You must not take any item into the aircraft cabin if we tell you that we reasonably believe that its presence there would affect the safety and security of the aircraft or any person in it. You must not take antique, toy or replica guns into the aircraft cabin. You must not take swords, knives, archery bows, arrows or similar weapons into the aircraft cabin. We may either tell you to check in these items as Checked Baggage or refuse to carry them altogether.

6.1.4 Fragile, Perishable and Valuable Items: You must not include in your Checked Baggage fragile or perishable items or items of special value including but not limited to:

- money;
- jewellery;
- precious metals;
- essential medication which may be required during the journey or your trip;
- computers;
- keys;
- personal electronic devices;
- share certificates, bonds and other valuable documents;
- business documents; or
- passports and other identification documents
- alcohol and cigarettes.

We are not responsible for loss of or damage to forbidden items. If, despite the fact that an item is forbidden under Article 8, you include it in your baggage, we will not be responsible for any loss, delay or damage caused to it

6.1.5 Right to Refuse Baggage: We may refuse to carry as baggage such items described in Article 8 that are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery. We may refuse to carry as baggage any item because of its size, shape, weight or character. We may refuse to accept baggage for carriage if we reasonably believe that it is not properly and securely packed in suitable containers to ensure safe carriage with ordinary care in handling.

6.2 Right to Search

For reasons of safety and security we will ask to search and screen you and search, screen or x-ray your baggage. We will always try to search, screen or x-ray your baggage when you are present. However, if you are not available, we may search your baggage in your absence. If you do not allow us to carry out the necessary safety and security searches, screening and x-rays, we will refuse to carry you and your baggage. If a search or screening causes damage to you, or a search, screening or x-ray causes damage to your baggage, we will not be liable for the damage unless it was caused by our negligence or fault

6.3 Checked Baggage

Checked Baggage must have your name or other personal identification securely affixed to it. You must ensure that your baggage is sufficiently robust and secure to withstand the normal rigours of travel by air. Your baggage must be properly locked and we will not be responsible for any loss to contents unless such loss is due to our fault/negligence. When you check in your Checked Baggage, we will give you a Baggage Identification Tag for each piece. We will carry your Checked Baggage, whenever possible, on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on another flight. If we carry your Checked Baggage on another flight we will deliver it to you, unless the law says you must be present for customs clearance.

6.4 Unchecked Baggage

We set maximum dimensions and weights for Unchecked Baggage, which must also fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Unchecked Baggage exceeds the maximum dimensions or weights or does not fit under the seat in front of you or in an enclosed storage compartment or we decide it is not safe, you must check it in as Checked Baggage. Or we may make arrangements with you to take such items from you at the aircraft entrance, returning them to you when disembarking. Fragile and valuable items including but not limited to laptop computers and personal electronic devices, should always be taken as unchecked baggage and be removed from any baggage and taken on board, to be stowed under a single seat in front. [See Carrier Regulations for Baggage.](#)

6.4.1: If you have an item of baggage (such as a musical instrument) larger or heavier than the maximum dimensions for unchecked baggage, we will only accept this item for carriage as checked baggage, if permission has been granted by us in writing and subject to conditions.

6.5 Collection and Delivery of Checked Baggage

Subject to Article 8.5, you must collect your Checked Baggage as soon as we have made it available at your place of destination. If you do not collect it within a reasonable time, we may charge you a storage fee. If you do not claim your Checked Baggage within three months from the date we make it available, we may dispose of it without any liability to you.

6.5.1 Only the person with the Baggage Identification Tag, and, if one has been issued, the Baggage Receipt, is entitled to delivery of the Checked Baggage.

6.5.2 If a person claiming a piece of Checked Baggage cannot produce the Baggage Identification Tag and, if one has been issued, the Baggage Receipt, we will deliver the baggage to them only on condition that they can establish to our satisfaction that the baggage is theirs and if required by us, such person shall provide us with adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.

6.5.3 If the person with a Baggage Receipt or a Baggage Identification Tag receives Checked Baggage without complaint, this will be sufficient evidence that the Checked Baggage has been delivered in good condition and according to the Contract of Carriage, unless you prove otherwise.

6.6 Animals

Except as provided below, we will not accept animals for carriage.

6.6.1 We will carry Guide Dogs accompanying sight/hearing impaired passengers free of charge, together with containers and food, in addition to the normal free baggage allowance on UK domestic services, subject to aircraft safety, space and capacity. Acceptance for carriage of the above animals is subject to the condition that the Passenger assumes full responsibility for such animal. We shall not be liable for injury to or loss, delay, sickness or death of such an animal unless caused by our fault or negligence. If you are to be accompanied by your Assistance Dog please inform us at the time of your booking, or 48 hours prior to departure, so that we can make the necessary arrangements. You can contact us by: Phone: **01652 680600**, (outside the UK please dial: +44 (0)1652 680 600) or email: customersupport@easternairways.com

6.7 Human Remains

Human remains will not be accepted for carriage on any route. However, the carriage of human ashes is accepted subject to our Carrier's Regulations.

6.8 Items Removed from Passengers by Security Personnel

We will not be responsible for, nor have any liability in respect of, items removed from passengers' baggage by airport security personnel acting in accordance with international or government authority, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

[ARTICLE 7 - Schedules, Delays, Cancellations and Denied Boarding Compensation](#)

7.1 Schedules, Delays, Cancellations and Denied Boarding Compensation

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

Before we accept your booking, we will tell you the scheduled departure time of your flight in effect as of that time, and it will be shown on your Ticket or Flight Confirmation Document/Itinerary and/or Receipt. It is possible that we may need to change the scheduled departure time of your flight after you have received your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes.

7.1.1 If after you buy your Ticket we make a significant change to the scheduled departure time of your flight and you find this change unacceptable and we cannot book you on another flight which you are prepared to accept you will be entitled to an involuntary refund of your fare.

7.2 Delays and Cancellations

At any time after a reservation has been made we may change our schedules and/or cancel, terminate, divert, postpone or delay any flight for operational, safety or security reasons or because of unusual or unforeseen circumstances beyond our control. Upon the occurrence of any such events, the options detailed are the sole and exclusive remedies to you and we shall have no further liability to you, except as provided by the Warsaw or Montreal Convention or EC Regulations.

We will take all reasonably necessary measures to avoid delay in carrying you and your baggage:

- In the event of a cancellation we will make a refund in accordance with Article 10 subject to any other options you may accept as stated in our Carrier's Regulations;
- In the event of a diversion we will arrange for you to be carried (at our expense) to the Agreed Stopping Place or place of destination to which the flight was intended to be bound;
- In the event of a delay or disruption to our published schedule we will apply the procedures set out in our Carrier's Regulations.

7.3 Denied Boarding Compensation

If you are denied boarding on an overbooked scheduled flight for which you have both a valid Ticket and a confirmed reservation, we will pay you compensation and provide extra services either as required by any law which may apply or as set out in our denied boarding compensation policy as stated in our Carrier Regulations.

ARTICLE 8 - Refunds of Fares, Taxes, Fees and Charges

8.1 General

If we fail to provide carriage in accordance with the Contract of Carriage or where a refund is payable in accordance with these Conditions of Carriage or our Carrier's Regulations, refund of the fare for your Ticket, or any unused part of it, and any taxes, fees and charges, as applicable shall be made by us in accordance with this Article and with our fare rules and Tariffs and our Carrier's Regulations. Applicable taxes, fees and charges paid at the time of issue of your Ticket will be included in fare refunds where appropriate. If after having made a reservation you do not fly with us, whether or not a refund of the fare is payable you will be entitled to claim a refund of any taxes, fees and charges paid by you which as a consequence we have no obligation to pay to any Government or other authority. We reserve the right to deduct a reasonable administration fee from any such refund where you fail to fly with us despite a flight being available.

Unless we say otherwise, we will only make a refund either to the person named on the Ticket or to the person who paid for the Ticket. If you want a refund you must prove to us that you are the person named on the Ticket or, if this applies, the person who paid for the Ticket. If a Ticket has been paid for by someone other than the passenger named on it and it says that there is a restriction on refund, we will only make the refund to the person who paid for the Ticket.

Unless you are applying for a refund on a lost Ticket, we will only make the refund if you first give us the Ticket and all unused flight coupons.

8.2 Involuntary Fare Refunds

If we cancel a flight or fail to stop at your destination and no alternative flight is available, or we have refused to carry you in accordance with Article 7.1 or if a refund is otherwise due to you under these Conditions of Carriage, the amount of the refund shall be:

- If you have not used any part of the Ticket, the refund will be equal to the fare and any taxes, fees and charges you have paid.
- If you have used part of the Ticket, the refund will be equal to at least the difference between the fare and any taxes, fees and charges you have paid and the fare and any Ticket.

8.3 Voluntary Fare Refunds

If you are entitled to a refund of the fare for your Ticket for reasons other than those set out in Article 8.2, the amount of the refund shall be:

- If you have not used part of the Ticket, the refund will be equal to the fare and taxes, fees and charges you have paid, less any cancellation and reasonable administration fees.
- If you have used part of the ticket, the refund will be equal to at least the difference between the fare and taxes, fees and charges you have paid and the fare and any taxes, fees and charges for travel between the points for which you have used the Ticket, less any cancellation and reasonable administration fees.

8.4 Our Right to Refuse a Fare Refund

We may decide to refuse to give you a refund if you apply for it after the end of the validity period for the Ticket purchased.

We may decide to refuse to give you a refund if, when you arrived in a country, you presented your Ticket to us or to government officials as evidence of your intention to leave that country, unless you can prove to us that you have permission to stay in the country or you will be leaving the country on another airline or on another form of transport.

8.5 Currency

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

ARTICLE 9 - Conduct aboard Aircraft

9.1 Unacceptable Behaviour

If, while you are on board the aircraft, we reasonably believe that you have put the aircraft, or any person in it, in danger; deliberately interfered with the crew in carrying out their duties; failed to obey the instructions of the crew relating to safety or security; failed to obey the seat-belt or no-smoking signs; committed a criminal offence; allowed your physical or mental state to become affected by drink or drugs; failed to obey the crew's instructions relating to drink or drugs; made a hoax bomb threat; threatened, abused or insulted the crew or other passengers or behaved in a threatening, abusive, insulting or disorderly way towards the crew or other passengers or behaved in a way which causes discomfort, inconvenience, damage or injury to the crew or other passengers, or in any other way behaved in breach of any law, regulation or statute, we may take any measures we think reasonable to prevent you continuing your behaviour, including restraint. When the aircraft lands, we may decide to make you leave the aircraft; refuse to carry you on the remaining sectors of the journey shown on your Ticket; and report the incident on board the aircraft to the relevant authorities with a view to them prosecuting you for any criminal offences you might have committed.

As a responsible employer, Eastern Airways treats the safety and security of its staff as well as its passengers with the utmost importance. Therefore it is not permitted to take photographs, or film our staff while in uniform while undertaking their job.

9.2 Diversion Costs Caused by Unacceptable Behaviour

If, as a result of your behaviour, we divert the aircraft to an unscheduled place of destination and make you leave the aircraft, you must pay us the reasonable and proper costs of the diversion.

9.3 Electronic Devices

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, mobile telephones; laptop computers; personal recorders; personal radios; MP3, cassette and CD players; electronic games or transmitting devices (for example, radio-controlled toys and walkie-talkies). You must not use these items when we have told you that they are not allowed. The use of hearing aids and heart pacemakers is permitted.

9.4 Smoking Policy

We operate a strict no smoking policy on board all of our aircraft and in all of our lounges. This includes the use of electronic cigarettes or any cigarette substitute device that emits a vapour or has a power source or produces heat and or a light. We do not permit electronic cigarettes to be charged within our lounges. Electronic cigarettes may be carried on board subject to the following conditions:

- Carried on person only
- No refills
- Strictly not permitted for use

[ARTICLE 10 - Arrangements for Additional Services](#)

10.1 Arrangements for Additional Services

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 will apply and we shall have no liability to you except for negligence on our part in making such arrangements.

[ARTICLE 11 - Administrative Formalities](#)

11.1 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.

11.2 Refusal of Entry

If you are refused entry to a country, you must pay any fine, penalty or charge imposed on us by the government concerned; any detention costs we are charged; the fare for transporting you back to your place of departure; and any other costs we reasonably pay or agree to pay.

We will not refund to you the fare for carrying you to the place where you were denied entry.

11.3 Passenger Responsible for Fines, Detention Costs etc

You must repay us fines, detention costs and other charges. If we have to pay any fine, penalty, fee, charge or costs (such as detention costs) because you have failed to obey any laws or regulations, or other travel requirements of the country to which you have travelled to or to produce the necessary documents needed by that country, you must repay us the amount we have paid as a result. We may take this amount from the value of any unused part of your Ticket, or any of your money we have in our possession.

11.4 Customs Inspection

If necessary, you must be present when your baggage is inspected by customs or other Government officials. We will not be liable to you for any damage you suffer in the course of an inspection or because you are not present.

11.5 Security Screening

You must allow government officials, airport officials, or us to carry out security screening of you or your baggage.

ARTICLE 12 - Liability for Damage

12.1 Applicability

The liability of each carrier involved in your journey will be determined by its own conditions of carriage. Our liability provisions are as follows:

12.2 Applicable Rules

The rules applicable to our liability shall be as provided by:

The Convention, to the extent it applies; and EC Regulation 2027/97 as amended by EC Regulation 889/2002 (when such amendment is effective); and

To the extent not inconsistent with the above, applicable national law.

12.3 Death of or Injury to Passengers

12.3.1 There shall be no artificial limit to the amount of our liability for death, wounding or bodily injury suffered by a Passenger in the event of an accident on board the aircraft or in the course of embarking or disembarking.

12.3.2 For any damages up to the sum of the equivalent of 113,100 Special Drawing Rights, 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.

12.3.3 Above the level of 113,100 Special Drawing Rights we shall be entitled to the defences available under the Convention.

12.3.4 Notwithstanding the provisions of Article 12.3.2, 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.

12.3.5 We shall, without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered. Such payment shall be of an amount not less than the equivalent of 16,000 Special Drawing Rights per Passenger in the event of death.

12.3.6 An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except in the cases described in Article 12.3.4 or 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.

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

12.4 Baggage

12.4.1 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 in the case of damage to Baggage shall be limited as provided by the Convention:

where the Warsaw Convention applies, the limit will normally be 17 Special Drawing Rights per kilo for Checked Baggage and 332 Special Drawing Rights for Unchecked Baggage;

where the Montreal Convention applies, the limit will be 1131 Special Drawing Rights per Passenger (for both Checked and Unchecked Baggage);

provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply. If the weight of your Checked Baggage is not recorded on the baggage check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance.

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

12.4.3 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.

12.4.4 We shall have no liability whatsoever for damage to articles not permitted to be contained in Checked Baggage under Article 6.3, including but not limited to fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, keys, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

12.5 General

12.5.1 We are not liable for any damage arising from our compliance with or your failure to comply with applicable laws or Government rules and regulations.

12.5.2 Except as may be specifically provided otherwise in these Conditions of Carriage or by applicable law, we shall be liable to you only for recoverable compensatory damages for proven losses.

12.5.3 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 it and 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.

12.5.4 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.

12.5.5 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

ARTICLE 13 - Time Limitation for Claims and Actions

13.1 Notice of Claims

13.1.1 If your Checked Baggage is damaged (including partial loss) you must advise us in writing immediately you discover the damage and, at the latest, within (7) seven days from the date you received the Checked Baggage.

13.1.2 If your Checked Baggage is delayed, you must advise us in writing within (21) twenty-one days at the latest of the Checked Baggage being made available to you.

13.2 Limitation of Actions

You will have no right to damages if an action is not brought within two years calculated from the date of arrival at the place of destination; the date on which the aircraft ought to have arrived; or the date on which the carriage stopped. The method of calculating the period of limitation will be determined by the law of the court where the case is heard.

13.3 Modification and Waiver

None of our Authorised Agents, servants, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

[ARTICLE 14 - Our Regulations](#)

14.1 Our Regulations

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 as varied from time to time are important and concern among other things:

- unaccompanied minors;
- passengers with limited mobility;
- pregnant women and sick passengers;
- carriage of animals;
- forbidden items in baggage;
- restrictions on using electronic devices on board the aircraft;
- smoking and drinking alcohol on board the aircraft; and
- limits on the measurements, size and weight of baggage.
- Further details on these regulations and conditions are available on our Website or upon request.

ARTICLE 15 - Interpretation

15.1 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.

ARTICLE 16 - Choice of Law and Jurisdiction

16.1 Choice of Law and Jurisdiction

Unless otherwise provided by the Convention or any applicable law, regulations, orders or requirements:

- i) These Conditions of Carriage and any carriage that we agree to provide to you (whether relating to yourself and/or your baggage) shall be governed by the laws of England; and
- ii) Any dispute between us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

Name and Address of Carrier

Registered Addresses:-

Air Kilroe Ltd
t/a Eastern Airways
Redhill Aerodrome
Kings Mill Lane
Redhill
RH1 5JZ
UNITED KINGDOM

Business Address

Eastern Airways
Schiphol House
Humberside Airport
Kirmington
DN39 6YH
UNITED KINGDOM

Carriers Regulations

Passengers with Special Needs

Eastern Airways must be advised of any passenger with special needs or a medical condition at the time of reservation, or at least 48 hours prior to departure.

Passengers with special needs are those whose mobility is reduced due to physical incapacitation whether this is sensory or locomotory, intellectual deficiency, age, illness or any other cause of disability.

Wheelchair assistance can be provided to and from our aircraft. Please note a 'lift on' service is limited to certain aircraft types and on the smaller types of aircraft, passengers must be able to walk the aircraft stairs unaided. Due to Health and Safety regulations we are limited to the number of passengers with special requirements we can carry per flight. Wheelchairs/Mobility Aids will be carried free of charge and in addition to the normal free baggage allowance (subject to space availability). Special arrangements need to be made and confirmation obtained for the wheelchair/mobility aid to be carried.

Please telephone us on **+44 (0)1652 680600**, email:

customersupport@easternairways.com or contact your travel agent with details quoting the booking reference in order to obtain confirmation that we can accommodate the passenger on their chosen flight(s).

Eastern Airways is unable to accept those passengers with a level of disability which needs the presence of a care assistant unless a care assistant is travelling with the passenger. The care assistant will need to comply with the same obligations as all other passengers. We will require a passenger to travel with a carer if such passenger is not self-reliant. Self-reliance is measured using the criteria set out in the Access to Air Travel for Disabled People: Code of Practice published by the UK Department for Transport ("Guidelines"). The passenger must be self-reliant by reference to all of the categories below. If not, he or she must be accompanied by a carer who must be capable of providing the assistance required.

The Guidelines state that a passenger:

- must not be reliant on supplementary oxygen, except in circumstances where the passenger can demonstrate that he or she is capable of fitting the nasal cannula without assistance.
- must be capable of moving from seat to an on-board wheelchair unaided.
- must be capable of using toilet facilities unaided or have other arrangements in place which are acceptable to the Airline.
- must be capable of feeding unaided or have other arrangements in place which are acceptable to the Airline.
- must be capable of administering medicines and medical procedures unaided.

The decision about whether a passenger must be accompanied by a carer will be made by the Airline when the passenger makes his/her disability known to us.

Reasons (written if requested) will be supplied to the passenger where a decision is made that he or she must be accompanied by a carer.)

Passengers with Learning Difficulties travelling alone will require medical confirmation prior to booking stating the passenger is able to travel unaccompanied.

Passengers with a medical condition which may be exaggerated or aggravated by the journey process of travelling by air should obtain a medical certificate from their Doctor stating the nature of their illness and their fitness to undertake the journey they are planning which must be presented to Eastern Airways prior to the departure date of their flight.

Expectant Mothers

Eastern Airways will accept Expectant Mothers for travel up to the end of their 28th week of pregnancy without a medical certificate. If travelling from the end of their 28th week and the end of their 35th week of pregnancy a medical certificate will be required stating the number of weeks of the pregnancy and confirming the Expectant Mother is fit to fly. We are unable to accept Expectant Mothers once they reach the 36th week of their pregnancy or in the case of those who are expecting a multiple birth after the end of their 31st or 32nd week and therefore all flights should be completed before this time is reached. Medical certification must be supplied by a Doctor, we regret that we cannot accept those completed by a registered midwife.

Infants

Infants (defined as being children under the age of 2 years) may travel free of charge with no baggage allowance entitlement, providing they are seated on the lap of the person accompanying them. Infants under the age of 2 weeks cannot be accepted for travel. Children of age 2 years and over must occupy their own seat for which they must pay the applicable fare.

Unaccompanied Minors

Eastern Airways can accept a maximum of 4 unaccompanied minors per flight between the ages of 5-11 years inclusive for carriage on our services, subject to notification at the time of booking and availability of this service in line with our company policy. All other children under 12 years of age cannot travel unless they are accompanied by a person of 18 years of age or over who will take responsibility for the child. Bookings for any unaccompanied minors must be made through our call centre. Travel agents must then notify the airline's call centre of any unaccompanied minors. 12-17 year olds may travel by themselves, but cannot be responsible for any child under the age of 12. Anyone under the age of 18 in France and Spain holding an ID card must have a completed parental authorisation form to leave their country of nationality. The passenger must carry the completed form at all times whilst travelling, although such forms are not required if the passenger has their own valid passport. Guardians must remain at the airport until 30 minutes after the flight has departed.

Hand Baggage

The following items are permitted on board as cabin baggage, subject to size restrictions; a coat, a handbag/clutch bag, small items of tax duty free goods, a laptop computer, small personal electronic devices. All personal items and cabin baggage must be securely stowed on board the aircraft either in the overhead locker or under the seat in front of you, if this is not adjacent to an Emergency Exit

Items Unacceptable as Baggage

Dangerous Goods - these are items that **MUST NOT** be carried on passenger aircraft. They **MUST NEVER** be part of your baggage.

- Compressed gases (deeply refrigerated, flammable, non-flammable and poisonous)
- Explosives (munitions, fireworks and flares)
- Corrosives (acids, alkalis, mercury and wet cell batteries)
- Radio-active material
- Flammable liquids and solids (lighter fuel, matches of any kind, paints, thinners and fire-lighters)
- Poisons (weed-killer, insecticides and live virus or bacteria)
- Oxidising materials (peroxides and bleaching powder)
- Other items which are irritating or offensive materials or magnetised materials
- Electronic cigarettes may be carried on board subject to the following conditions:

Carried on person only

No refills

Strictly not permitted for use

Some exceptions apply, if you are in any doubt about what you can carry on board an aircraft please contact us on **+44 (0)1652 680600**, email:

customersupport@easternairways.com

Firearms

Eastern Airways may accept for carriage those firearms which are defined as Sporting Guns. However, prior special arrangements must be made and strict criteria met. Please contact us on 08703 669 100.

Items which must not be carried on board or in cabin baggage

- Darts
- Toy or Replica Guns (plastic or metal)
- Billiard, Snooker or Pool Cues, Bats (including Tennis Rackets)
- Catapults
- Laser pens
- Personal Attack Alarms
- Tradesmen's Tools
- Knives with Blades of any length
- Household Cutlery
- Razor Blades
- Paper Knives
- Sporting Bats
- Hypodermic Syringes (unless supported by medical evidence)
- Knitting Needles
- Scissors
- Swords, Archery Bows and Arrows or similar
- Self Heating Drinks or Food
- Any other item which in our reasonable opinion could be used to endanger the aircraft or any of the passengers or crew

Restricted Items

There are some restricted Articles which can be carried in checked baggage but only with special precautions, amongst these are:-

Firearms, Sporting Guns, Wet Cell Batteries, Butane Hair Stylers, Small Oxygen and Carbon Dioxide Cylinders, Dry Ice and Cooking Oil However, you must advise us, and obtain confirmation from us in advance of the flight date, that we are able to accept such items for the services on which you are booked to travel. Please contact us on **+44 (0)1652 680600**, email: customersupport@easternairways.com

Items which you MUST NOT include within your Checked Baggage but not limited to:-

- Money
- Jewellery
- Precious Metals
- Essential medication which may be required during the journey and trip;
- Computers
- Personal Electronic Devices
- Car or House Keys
- Share Certificates, Bonds and other Valuable Documents
- Business Documents
- Passports or other Identification Documents
- Fragile or Valuable Items
- Perishable Foods or other Items

Non Standard Items of Baggage

- Musical Instruments
- Cycles
- Snowboards
- Skis
- Golf Clubs

If you wish to carry any of the above items, we must be contacted at least 48 hours in advance of the travel date with details of the item along with weight and dimensions. We will confirm in writing if the item is acceptable for carriage on our services plus any relevant excess baggage charge. Please contact us on **+44 (0)1652 680600**, email: customersupport@easternairways.com

Animals/Pets

Eastern Airways is unable to accept animals/pets for carriage on our aircraft with the exception of certified assistance dogs.

Lost or Damaged Baggage

Although we make every effort to ensure that your baggage is handled with care, due to the complexity of airport baggage handling systems, accidents can and do occur. It may be of interest for you to know that, in common with other airlines, Eastern Airways liability for loss, delay or damage to baggage is limited and the settlement of any claim is based upon the Montreal Convention. Eastern Airways does not accept liability for fragile, valuable, perishable items contained within checked baggage or for baggage which is packed in unsuitable or damaged containers.

If your baggage is delayed, damaged or lost following an Eastern Airways flight you must advise a member of our staff, or our representative, at the airport of arrival immediately. They will complete a Report with the details and provide you with a Report Reference Number, which should be quoted in all subsequent enquiries or correspondence. Please note this does not constitute a claim.

Please see Articles 12.4; 12.5 and 13.1 of our Conditions of Carriage.

We would strongly recommend that you take out travel insurance to ensure your belongings are adequately covered for their value, prior to any journey you may make by air.

We would also recommend that you make sure that the receptacle being used to contain your belongings is of a satisfactory construction and condition to withstand the normal handling processes, whilst remaining secure, that your name and address is annotated (discreetly) on your checked baggage and unless otherwise advised that you lock your checked baggage for extra security; taking care to make sure you have the keys upon your person.

Check-in

Our check-in will normally open 90 minutes prior to the scheduled departure time flight and close 30 minutes prior to the scheduled departure time of the flight. Passengers must present themselves at check-in with their Confirmation Reference and valid Passport, together with any other travel documentation required for the journey they are undertaking e.g. visa. It is the passenger's responsibility to ensure that they have the necessary valid documentation, including visas, to meet the immigration requirements of their destination. Eastern Airways reserves the right to refuse travel to any passenger whose documents do not appear to be in order. Should this happen we will not make any refund or provide any alternative flight. We would also draw your attention to Article 11 of our Conditions of Carriage.

Minimum Check-in Time

30 minutes prior to scheduled departure.

For those passengers who require assistance and who have arranged this in advance, we would recommend that you check-in at least 1 hour prior to scheduled departure time.

Similarly, those passengers who are travelling with a firearm or a non standard item of baggage, for which they have obtained confirmation that the firearm or item of baggage can be carried, should also check-in at least 1 hour prior to the scheduled departure time.

Passengers failing to check-in by the required minimum check-in times above will not be accepted for travel and will forfeit their seats. If you arrive to check-in outside of these times you will forfeit your flight and no compensation will be given. We regret that passengers who fail to check-in within the times specified will not be entitled to a refund, credit or free transfer of flights. In such circumstances you should contact a member of Eastern Airways staff who may be able to assist you.

As passengers and their baggage are subject to security screening throughout their journey, it is recommended that you ensure that your cabin baggage is packed in such a way that, if you are requested to do so by airport personnel, you are able to transfer Articles into your checked baggage.

A Baggage Receipt will be issued for each item of baggage you check-in to be loaded into the aircraft hold, please ensure you retain the baggage receipt until such time as you are satisfied that your checked baggage has been satisfactorily delivered to you. A Baggage Tag will be affixed to each piece of checked baggage displaying the flight number and destination to which you are travelling.

Connecting Flights/Transfer Baggage

Please note that Eastern Airways does not operate a connecting flight service with any airline and therefore, if you have a preceding or onward flight you will need to check-in with your baggage for each portion of your journey. Eastern Airways is unable to accept responsibility for you making any onward flight connections.

Boarding Pass

Once you have completed the check-in process, we will issue you with a boarding pass.

Departure Gate

You must make sure that you attend the departure gate at the time you are given when you check-in, failure to do so may result in you missing your flight. We regret that passengers who fail to attend the departure gate promptly will not be entitled to a refund, credit or free transfer of flights.

Delays, Cancellations and Denied Boarding (Notification of Rights under EC Regulation No 261/2004)

Eastern Airways make every effort to operate to their published schedules however there may be occasions where it is not possible to do so and a flight may be delayed or cancelled. This notification informs you of your rights under EC Regulation 261/2004 should this occur; it does not give you any additional contractual rights.

Passengers whose flight is cancelled is entitled to ONE of the following options:

- (I) Re-routing with us, under comparable transport conditions at the earliest opportunity irrespective of original fare conditions or fare class availability.
- (II) Re-routing at a later date subject to original fare conditions and fare class availability.
- (III) A full refund to the purchaser of the ticket for any unused sectors with us. If relevant (disrupted outbound sectors), a return flight will be available to the first point of departure at the earliest opportunity.

If your flight is delayed more than 5 hours, the purchaser of the ticket is entitled to apply for a full refund of any unused sectors with us.

If your flight is cancelled or delayed over two hours, you will be entitled to meals and refreshments in relation to wait time plus two telephone calls, faxes or emails.

If an overnight stay is required because the reasonably expected time of departure is at least the day after the time of departure, overnight accommodation and transfers between the airport and hotel will be provided by us free of charge.

If your flight is cancelled or delayed over 3 hours on arrival at the booked destination with Eastern Airways other than the result of extraordinary circumstances which could not have been avoided by all reasonable measures, including but not limited to Air Traffic Control, Weather, Civil Unrest, Terrorist and Security Alerts, Strike Action and Unexpected Flight Safety Shortcomings you may be entitled to claim compensation unless you are offered a re-route which allows departure and arrival at your final destination within the following times:

If you are informed of the cancellation between thirteen and seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than two hours before the scheduled time of departure and to reach your final destination less than four hours after the scheduled time of arrival; or

If you are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination less than two hours after the scheduled time of arrival.

The levels of compensation are specified as follows:

EUR 250 for flights of 1500 km or less

EUR 400 for flights within the EU of more than 1500 km and for all other flights between 1500km and 3500 km

EUR 600 for all other flights.

Compensation is reduced by 50% if any re-routing offered to your final destination results in a scheduled arrival time which does not exceed the scheduled arrival time of the original flight by:

Two hours for flights of 1500 km or less

Three hours for all flights within the EU of more than 1500 km and for all other flights between 1500km and 3500 km

Four hours for all other flights.

Please note that passengers are not entitled to compensation if they have been informed of a cancellation fourteen days or more before the planned departure date. Passengers will be informed of cancellations via the contact details given to the operating carrier with the booking by the passenger, the purchaser of the ticket or the travel agent.

If you are denied boarding on a flight for which you have:

- A confirmed reservation;
- A valid Confirmation Reference;
- And for which you have checked-in within the specified minimum check-in time, because it is oversold, you will be entitled to receive Denied Boarding Compensation.

Eastern Airways complies with EC Council Regulation No: 261/2004 which defines common rules for a Denied Boarding Compensation system within Europe for scheduled air transportation. The minimum amount of compensation an airline must provide is set out in the Regulation and is determined by the length of your flight, how late you are getting to your final destination and the price of your ticket.

In addition to the appropriate level of compensation we will give you the choice of:

- a full refund on your unused ticket; or
- a seat on another of our flights as a soon as possible; or
- a seat on another of our flights at a later date of your choice (subject to availability)

Eastern Airways will also cover incidental expenses for the cost of a telephone call or facsimile to the point of destination, meals and/or refreshments in reasonable relation to the waiting time; hotel accommodation, where necessary and appropriate and the cost of surface transportation if this is required between airport and hotel or to the destination airport if alternative travel is arranged to an airport other than that originally booked.

Please see [Article 7.1.3](#) in our [Conditions of Carriage](#).

To be eligible for any of the rights listed above passengers must have a confirmed reservation on the flight (or have been transferred by us onto the flight from another flight on which they had a confirmed reservation) and be in possession of a paper ticket or e-ticket itinerary receipt (or, for UK tour operator bookings, an ATOL receipt specifying the flight). In addition, passengers' rights in respect of a delay only arise if they have presented themselves for check-in in good time. This regulation shall not apply to passengers travelling free of charge or at a reduced fare, not available directly or indirectly to the public. If you do have any complaints regarding your ability to exercise your rights, please contact our customer relations department. In the event that your complaint is still not answered to your satisfaction, you may wish to contact the CAA, CAA HOUSE, 45-59 Kingsway, London WC2B 6TE, United Kingdom.

[Conduct On Board Aircraft](#)

At our discretion Eastern Airways will supply and serve, if appropriate alcoholic beverages, to passengers on board our aircraft. Passengers are, however, prohibited from consuming alcoholic beverages on Eastern Airways services which they have supplied themselves or been supplied by a third party.

We operate a strict no smoking policy on board all of our aircraft and in all of our lounges. This includes the use of electronic cigarettes or any cigarette substitute device that emits a vapour or has a power source or produces heat and or a light. We do not permit electronic cigarettes to be charged within our lounges. Electronic cigarettes may be carried on board subject to the following conditions:

- Carried on person only
- No refills
- Strictly not permitted for use

For safety reasons, we may forbid or limit the operation aboard the aircraft of electronic equipment, including, but not limited to, mobile telephones; laptop computers; personal recorders; personal radios; MP3, cassette and CD players; electronic games or transmitting devices such as radio-controlled toys and walkie-talkies. The use of hearing aids and heart pacemakers is permitted.

As a responsible employer, Eastern Airways treats the safety and security of its staff as well as its passengers with the utmost importance. Therefore it is not permitted to take photographs, or film our staff while in uniform while undertaking their job.

If, while you are on board an Eastern Airways aircraft, we reasonably believe that you have put the aircraft, or any person in it, in danger; deliberately interfered with the crew in carrying out their duties; failed to obey the instructions of the crew relating to safety or security; failed to obey the seat-belt or no-smoking signs; committed a criminal offence; allowed your physical or mental state to become affected by drink or drugs; failed to obey the crew's instructions relating to drink or drugs; made a hoax bomb threat; threatened or abused or insulted the crew or other passengers or behaved in a threatening, abusive, insulting or disorderly way towards the crew or other passengers or behaved in a way which causes discomfort, inconvenience, damage or injury to the crew or other passengers, we may take any measures we think reasonable to prevent you continuing your behaviour, including restraint. When the aircraft lands, we may decide to make you leave the aircraft; refuse to carry you on the remaining sectors of the journey shown in your Flight Confirmation

Document and report the incident on board the aircraft to the relevant authorities with a view to them prosecuting you for any criminal offences you might have committed.

If, as a result of your behaviour, we divert the aircraft to an unscheduled place of destination and make you leave the aircraft, you must pay us the reasonable and proper costs of the diversion.

Please see Article 7.1.3 in our Conditions of Carriage.

Contact Eastern Airways

You can contact us in any of the following ways:-

Telephone: **+44 (0)1652 680600**,

E-mail: customersupport@easternairways.com

Postal Address: Schiphol House, Humberside International Airport, KIRMINGTON, DN39 6YH, UK.