

# **Sun-Air of Scandinavia A/S**

## **General conditions of carriage for passengers and baggage**

**Effective from 1 April 2005**

## **Introduction**

When you buy a ticket to travel on a flight we operate, you enter into a contract of carriage with us. The contract is governed by:

- the conditions in your ticket or itinerary and receipt;
- any tariffs which apply;
- these Conditions of Carriage; and
- our regulations.

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## 1 — What particular expressions mean in these conditions

**We, us, our** – Sun-Air of Scandinavia A/S.

**You, your** - any person holding a **ticket** who is to be carried or is carried on an aircraft, except members of the crew, or, in relation to **ticket** refunds, the person who paid for the **ticket**. (See also the definition for **passenger**.)

**Agreed stopping places** - 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** - the two or three letters or the letter and number which identify particular **carriers**.

**Authorised agent** - a **passenger** sales agent who **we** have appointed to represent **us** in selling air transportation on **our** services.

**Baggage** - **your** personal property accompanying **you** on **your** flight. Unless **we** say otherwise, this consists of **your checked** and **unchecked baggage**.

**Baggage check** - the parts of **your ticket** which relate to carrying **your checked** baggage.

**Baggage identification tag** - a document **we** give **you** to identify each piece of **your checked baggage**.

**Carrier** - an air carrier.

**Checked baggage** - **baggage** which **we** have taken into **our** custody and for which **we** have issued a **baggage identification tag** or a **baggage check** or both. (**Checked baggage** travels in the hold of the aircraft.)

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

**Conditions of carriage** - these **conditions of carriage** or another **carrier's** conditions of carriage as the case may be.

**Conjunction ticket** - a **ticket** we have issued to **you** in conjunction with another **ticket** which together make up a single contract of carriage.

**Connecting flight** – a subsequent flight providing onward travel on the same **ticket** or on a **conjunction ticket**.

**Consumer** - a man or a woman who has bought a **ticket** under a contract governed by the law of a member state of the European Union and plans to use it for travel outside his or her trade, business or profession.

**Convention** - 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 Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (referred to below as the Montreal Convention).

**Coupon** - 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** - includes death of, wounding of, or bodily injury to a **passenger**. It also includes loss, partial loss, theft of, or other damage to **baggage** arising out of, or in

connection with, either carriage on flights **we** operate or other services **we** provide.

**Days** - 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** - an electronic **flight coupon** for an **electronic ticket** held in **our** computer database.

**Electronic ticket** - an **itinerary and receipt, electronic coupons** and any boarding document **we** have issued to **you**.

**Events beyond your control** - 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** - 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** - a refund, under clause 10b, of the fare for **your ticket**.

**Itinerary and receipt** - 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.

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

**Passenger coupon** - the part of **your ticket** which is marked as such.

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

**Stopover** - a scheduled stop on **your** journey at a point between the place of departure and the place of destination.

**Tariff** - the published fares, charges and related **conditions of carriage** of an airline which have been filed, where required, with the appropriate authorities.

**Ticket** - either a document called 'Passenger ticket and baggage check' or an **electronic ticket**, which **we** or **our authorised agents** have issued to **you**.

**Transit passenger** - a **passenger** arriving at an airport for onward travel to another country:

- on the same flight from that airport;
- on a **connecting flight** from that airport;
- on a **connecting flight** from another airport; or
- on another onward flight from that airport.

**Unchecked baggage** - **your baggage** other than **your checked baggage**. (**You** take **your unchecked baggage** with **you** on to the aircraft.)

**Validity period** - the period for which **your ticket** is valid for travel.

**Voluntary fare refund** - a refund, under clause 10c, of the fare for **your ticket**.

## 2 — **When these conditions apply**

### 2a **General**

Except where clause 2c says otherwise, these **conditions of carriage** will apply to all flights **we** operate under the BA **airline designator code** and to any case where **we** have a legal liability to **you** in relation to **your** flight.

### 2b **Code shares and franchises**

On some services **we** have arrangements with other airlines known as code shares. This means that, even if **you** have a reservation with **us** and hold a **ticket** showing **our** or the BA **airline designator code** for the flight, another airline may operate the aircraft.

On some services **we** operate flights for British Airways (“**BA**”) as a franchisee using the **BA** name, **BA** livery and the **BA airline designator code**.

If a code share or a franchise applies to **your** flight, **we** or **our authorised agents** will let **you** know if **we** or another airline will be operating the flight at the time **you** make a reservation.

### 2c **Differences between these conditions of carriage and tariffs and laws**

If these **conditions of carriage** are inconsistent with any **tariffs** or laws which apply to **your** contract of carriage with **us**, the **tariffs** or laws will apply.

### 2d **Differences between these conditions of carriage and our regulations**

If these **conditions of carriage** are inconsistent with **our** regulations, these **conditions of carriage** will apply.

### 2e **Validity of these conditions of carriage**

If one of these **conditions of carriage** is invalid, the other conditions will remain valid.

### 3 — Tickets

#### 3a General

**3a1** We will only carry **you** if **you** are the **passenger** named in the **ticket**. We may ask **you** to prove that this is the case.

**3a2** **You** cannot transfer **your ticket**. However, please read clauses 3e and 3f.

**3a3** We sell some **tickets** at discounted fares which may be partly or completely non-refundable. **You** should choose the fare which best suits **your** needs and consider taking out insurance to cover instances where **you** might have to cancel **your ticket**.

**3a4** **Your ticket** is **our** property at all times if it was issued by **us** or **our authorised agents**. If **your ticket** was issued by or on behalf of another airline, it is the property of the airline which issued it.

**3a5** Except where **you** have an **electronic ticket**, **you** will not be entitled to be carried on a flight unless **you** have presented a valid **ticket** to **us** containing:

- the **flight coupon** for that flight;
- all other unused **flight coupons**; and
- the **passenger coupon**.

**You** will not be entitled to be carried on a flight if the **ticket you** have presented is spoiled, torn or damaged or if it has been altered or tampered with unless **we** or **our authorised agents** have made the alteration.

If **you** are travelling on an **electronic ticket**, **you** will not be entitled to be carried on a flight unless the **electronic ticket** was issued in **your** name and **you** can prove to **us** that **you** are the person named on it.

**3a6** A **ticket** is a valuable document and **you** must make sure it is not lost or stolen.

#### 3b Ticket validity period

**3b1** Unless it says differently on the **ticket**, in these **conditions of carriage**, or in any **tariffs** which apply, a **ticket** is valid for travel for:

- one year from the date it is issued; or
- one year from the date **you** first travelled using the **ticket**, as long as **your** first **flight** took place within a year of the **ticket** being issued.

**3b2** If **you** are prevented from travelling within the **validity period** of a **ticket** because **we** could not confirm **your** reservation at the time **you** asked for it, **we** will:

- extend the **validity period** of the **ticket**; or
- give **you** a **voluntary fare refund**.

**3b3** If, after beginning **your** journey:

- **you** become ill;
- **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 give **us** a medical certificate. The certificate must:

- state the facts relating to **your** illness; and
- confirm 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**, as long as 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 will be available.

If the **flight coupons** left on **your ticket** involve one or more **stopovers**, **we** may decide to extend the **validity period** up to a maximum of three months from the

**recovery date.** If other members of **your** immediate family were travelling with **you** when **you** fell ill, **we** will extend the **validity period** of their **tickets** for a similar period.

**3b4** If:

- a **passenger** dies during their journey; and
- other **passengers** are travelling in the same party as the dead **passenger**;

**we** may decide to do either, or both, of the following.

- **We** will not enforce any minimum stay conditions which apply to the **tickets** of members of the party.
- **We** will extend the **validity period** of their **tickets**.

**3b5** If:

- **you** have begun **your** journey;
- a member of **your** immediate family dies; 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 doing either, or both, of the following.

- **We** will not enforce any minimum stay condition relating to the **tickets**;
- **We** will extend 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.

**3c** **Using flight coupons in the right sequence and changes in itinerary**

**3c1** **Your ticket** is valid only for the transportation shown on it from the place of departure through any **agreed stopping places** to the final place of destination. The fare **you** have paid is based on **our tariff** for the transportation shown on **your ticket**. **We** will not honour **your ticket** and it will no longer be valid if **you** do not use all the **coupons** in the sequence provided in the **ticket**.

**3c2** If **you** want to change all or part of **your** transportation, **you** must contact **us** beforehand. **We** will work out the revised fare for **your** changed transportation. **You** will have the option of either accepting the revised fare or maintaining **your** original transportation.

**3c3** If **you** need to change any aspect of **your** transportation because of **events beyond your control**, **you** must contact **us** as soon as possible. **We** will use reasonable efforts to transport **you** to **your** next **stopover** or final destination, without re-calculating the fare.

**3c4** If **you** change **your** transportation without **our** agreement, **your** unused **flight coupons** will not be valid for travel and will have no value and **we** will not carry **you** until:

- **we** or **our authorised agents** have re-calculated the revised fare for **your** actual transportation; and
- **you** have paid the difference (if any) between the fare **you** have already paid and the revised fare which applies to **your** changed transportation.

If the revised fare is lower than the fare **you** have already paid, **we** or **our authorised agents** will refund **you** the difference.

**3c5** While some changes to **your** transportation will not result in a change of fare, others, such as changing the place of departure (for example, because **you** have not used the first **flight coupon** in **your ticket** or **you** have reversed the direction of **your** travel) may result in a fare increase. Many fares are valid only for travel on the dates and for the flights shown on the **ticket**. **You** may not be able to change these at all or only if **you** pay **us** an extra fee to do so.

**3c6** **We** will accept each **flight coupon** in **your ticket** for transportation in the class of service on the date and flight for which **you** have a reservation unless **you** fail to meet the check-in and boarding requirements in clause 6 or **we** have to deny **you** boarding because of overbooking or **we** exercise **our** right to refuse to carry **you** under clause 5d3 or 7.

**3c7** If **we** issue a **ticket** without a reservation being specified on it, **you** may make a reservation later but whether **you** will be able to do so will depend on **our tariff** and whether a seat is available on **your** chosen **flight**.

**3c8** If **you** cancel a booking before the **check-in deadline** for **your** flight, **we** will not cancel **your** return or onward reservations.

**3c9** If **you** fail to cancel a booking before the **check-in deadline** for **your** flight and do not show up for the flight, **we** may decide to cancel **your** return or onward reservations.

### **3d Replacement tickets**

If **you** ask, **we** will replace **your ticket** with a new **ticket** if:

- **you** have lost **your ticket** or part of it;
- **your ticket** is spoiled, torn, damaged or has been altered or tampered with;
- **you** do not have **your ticket** with **you** and so cannot present it to **us**; or
- one or more unused **flight coupons** or the **passenger coupon** (or both) are missing from **your ticket**.

**We** will only do this if:

- **we** or **our authorised agents** issued the original **ticket**;
- **you** sign an agreement to repay **us** any costs and losses, up to the value of the original **ticket**, which **we** or another airline would suffer as a result of the **ticket** being misused; and
- **you** prove that **you** had a valid **ticket**.

**We** will not claim from **you** any losses which result from **our** own negligence. **We** may charge a reasonable administration fee for issuing a new **ticket**, unless the loss or **damage** was caused by **us** or **our authorised agents**.

If:

- **you** cannot prove that **you** had a valid **ticket**; or
- **you** do not sign an agreement;

**we** may ask **you** to pay up to the full **ticket** price for a replacement **ticket**. **We** will give **you** a refund if and when **we** are satisfied that the original **ticket** has not been

used before its **validity period** ran out. If **you** find the original **ticket** before its **validity period** runs out and give it to **us**, **we** will give **you** a refund at that time.

If **we** or **our authorised agents** did not issue **your ticket**, **you** must apply for a refund from the airline which issued it.

### **3e Your rights if you are prevented from travelling by events beyond your control**

If:

- **you** are a **consumer**;
- **you** have been prevented from travelling by **events beyond your control**; and
- all or part of the fare for **your ticket** is non-refundable;

**we** will give **you** a credit for the non-refundable part of the fare. **We** will do this if **you**:

- have a completely unused **ticket**;
- have told **us** promptly about the **events beyond your control**; and
- have given **us** evidence of these events.

The credit can be used for future travel on **us** by **you** or any person **you** choose. **We** may take a reasonable fee from the credit to cover **our** administration costs.

### **3f Your right to transfer your booking to another passenger where the Package Travel, Package Holidays and Package Tour Regulations apply**

**We** or **our authorised agents** will, if **you** ask, issue a new **ticket** to somebody else to replace **your ticket** if:

- **your 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;
- **you** want to transfer **your** booking under regulation 10 of the Regulations;
- **you** prove to **us** or **our authorised agents** that **you** have satisfied the requirements of regulation 10 and are entitled to transfer the booking;

- **you** give **us** or **our authorised agents** reasonable notice of **your** intention to transfer the booking before **your** date of departure;
- **you** 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;
- **you** deliver **your ticket** to **us** or **our authorised agents**; and
- **you** pay **us** or **our authorised agents** a reasonable administration fee for issuing the new **ticket**.

### **3g Our name and address on tickets**

**Our** name may be abbreviated to **our airline designator code** on the **ticket**. **Our** address is Cumulusvej 10, DK-7190, Billund, Denmark. Please also see **our** website [www.sunair.dk](http://www.sunair.dk) for more details of how to contact **us**.

## **4 — Fares, surcharges, taxes, fees and charges and currency**

### **4a Fares and surcharges**

**4a1** **Your** fare covers transporting **you** from the airport at the place of departure to the airport at the place of destination, unless **we** say otherwise.

**4a2** **Your** fare does not include ground transport between one airport and another or between an airport and the town terminal.

**4a3** **We** or **our authorised agents** will work out the fare for **your ticket** which applies under **our tariff** on the date **you** pay for it. The fare will be for travel on the specific dates and itinerary shown on **your ticket**.

**4a4** If **you** want to change either **your** itinerary or **your** dates of travel, this may increase the fare.

**4a5** **We** may charge any surcharge to the fare for **your ticket** which applies under **our tariff** on the date **you** pay for **your ticket**, for example a fuel or insurance surcharge.

### **4b Taxes, fees and charges**

**4b1** **You** must pay any taxes, fees and charges imposed on **us** or on **you** by governments or other authorities, or by operators of airports.

**4b2** When **you** buy **your ticket**, **we** will tell **you** about any taxes, fees and charges not included in the fare and they will normally be shown separately on the **ticket**.

**4b3** Taxes, fees and charges change constantly and can be imposed or altered after the date **we** have issued **your ticket**. If they change or if a new tax, fee or charge is imposed after **we** have issued **your ticket**, **you** will have to pay **us** any increase. Similarly, if any taxes, fees or charges **you** pay to **us** when **we** issue the **ticket** are then abolished or reduced, **you** will be entitled to claim a refund from **us**.

**4b4** If **you** do not use **your ticket**, **you** will be entitled to claim a refund of any taxes, fees and charges which **you** paid, less a reasonable service charge.

#### **4c Currency**

**You** must pay the fare and any taxes, fees, charges and surcharges in the currency of the country in which the **ticket** is issued, unless **we** or **our authorised agents** say **you** must use another currency at or before the time **you** pay. **We** may decide to accept payment in another currency.

## 5 — Reservations

### 5a General

**5a1** We will record **your** reservation in **our** computer system. If **you** ask, **we** or **our authorised agents** will give **you** written confirmation of **your** reservation.

**5a2** Some fares have conditions attached to them which limit or exclude **your** right to change or cancel reservations.

**5a3** We or **our authorised agents** may charge additional **carrier** or agency fees for issuing or changing **your ticket** or providing other reservation services.

### 5b Time limits for payment of the fare

If **you** have not paid for **your ticket** by the deadline **we** or **our authorised agents** have set, **we** may decide to cancel **your** reservation.

### 5c Personal information

**5c1** We may use the personal information that **you** provide and **we** collect, including information about **your** purchase history and how **you** use **our** services and facilities ('**your personal information**'), for the purposes of:

- making a reservation and issuing a **ticket**;
- providing **you** with **your** transportation and any related services and facilities;
- accounting, billing and auditing;
- verifying and screening credit or other payment cards;
- immigration and customs control;
- safety, security, health, administrative and legal purposes;
- statistical analysis;
- marketing analysis;
- operating frequent flyer programmes;
- systems testing, maintenance and development;
- customer relations;
- helping **us** in any future dealings with **you**; and

- direct marketing and market research (which **we** will only do at **your** request or with **your** consent or if **we** give **you** the opportunity to opt out).

**5c2** For these purposes **we** may release **your personal information** to:

- **our** subsidiary companies;
- **carriers** and other companies involved in providing **your** transportation or related services and facilities;
- **our oneworld™** partner airlines and franchisees;
- data processors;
- **our** agents;
- government and enforcement agencies; and
- credit and other payment card companies and screening companies.

This may involve sending **your personal information** outside the European Economic Area.

## **5d Passengers requiring advance arrangements**

**5d1** For **passengers** with a disability refer to clause 18.

**5d2** If **you** are not a **passenger** with a disability but **you** ask **us** or **our authorised agents** at the time of booking to provide any special assistance, **we** will make reasonable efforts to meet **your** request.

**5d3** **We** may decide not to carry:

- unaccompanied children;
- pregnant women; or
- **passengers** who are ill

if arrangements to carry them have not been made before check in.

## **5e Seating**

**5e1** **We** will try to honour advance seating requests.

**5e2** **We** cannot guarantee that **you** will be able to sit in any particular seat.

**5e3** We can change **your** seat at any time, even after **you** have boarded the aircraft, as **we** may need to do this for operational, safety or security reasons.

**5f Reconfirming reservations**

**5f1** **You** may have to reconfirm onward or return reservations within certain time limits. **We** will tell **you** if **you** need to reconfirm and how and where **you** should do this.

**5f2** If **you** fail to reconfirm, **we** may decide to cancel **your** onward or return reservations.

**5f3** If **you** fail to reconfirm but let **us** know that **you** still want to travel and there is space on the flight, **we** will reinstate **your** reservations and carry **you**. If there is no space on the flight, **we** will **use** reasonable efforts to carry **you** to **your** next or final destination on a later flight.

**5f4** **You** should check the reconfirmation requirements of any other **carriers** involved in **your** journey and where necessary, reconfirm with the **carrier** whose **airline designator code** appears on the **ticket** for the flight in question.

## 6 — Check-in and boarding

### 6a Check-in deadlines

**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. **We** may also tell **you** a time by which **you** must present yourself for check-in.

### 6b The check-in deadline for your first flight

**We** or **our authorised agents** will tell **you** the **check-in deadline** for **your** first flight with **us**. **Check-in deadlines** for all **our** flights operated under the **BA airline designator code** are set out in [www.ba.com](http://www.ba.com) and **you** can also ask **us** or **our authorised agents** for details at any time.

### 6c You must check in by the check-in deadline

If **you** do not complete the check-in process by the **check-in deadline**, **we** may decide to cancel **your** reservation and not carry **you**. By completing the check-in process **we** mean that **you** have received **your** boarding pass for **your** flight.

### 6d You must arrive at the boarding gate on time

**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.

### 6e We are not liable if you fail to meet deadlines

**We** will not be liable to **you** for any loss or expense **you** suffer if **you** fail to meet **check-in deadlines**, fail to present yourself for check-in on time (if **we** tell **you** a time) or fail to be at the boarding gate on time.

**7 — Our right to refuse to carry you or to ban you from travel**

**7a Our right to refuse to carry you**

**We** may decide to refuse to carry **you** or **your baggage** if one or more of the following has happened or **we** reasonably believe may happen.

**7a1** If carrying **you** or **your baggage** may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.

**7a2** If carrying **you** or **your baggage** may affect the comfort of any person in the aircraft.

**7a3** If **you** are drunk or under the influence of drink or drugs.

**7a4** If **you** are, or **we** reasonably believe **you** are, in unlawful possession of drugs.

**7a5** If **your** mental or physical state or health is a danger or risk to **you**, the aircraft or any person in it.

**7a6** If **you** have refused to allow a security check to be carried out on **you** or **your baggage**.

**7a7** 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.

**7a8** If **you** have used threatening, abusive or insulting words towards **our** ground staff or another **passenger** or a member of the crew of the aircraft.

**7a9** 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.

**7a10** If **you** have deliberately interfered with a member of the crew of the aircraft carrying out their duties.

**7a11** If **you** have put the safety of either the aircraft or any person in it in danger.

- 7a12** If **you** have made a hoax bomb or other security threat.
- 7a13** If **you** have committed a criminal offence during the check-in or boarding processes or on board the aircraft.
- 7a14** If **you** have not, or do not appear to have, valid travel documents.
- 7a15** If **you** try to enter a country for which **your** travel documents are not valid.
- 7a16** If the immigration authority for the country **you** are travelling to, or for a country in which **you** have a **stopover**, has told **us** (either orally or in writing) that it has decided not to allow you to enter that country, even if **you** have, or appear to have, valid travel documents.
- 7a17** If **you** destroy **your** travel documents during the flight.
- 7a18** If **you** have refused to allow **us** to photocopy **your** travel documents.
- 7a19** If **you** have refused to give **your** travel documents to a member of the crew of the aircraft, when **we** have asked **you** to do so.
- 7a20** If **you** ask the relevant government authorities for permission to enter a country in which **you** have landed as a **transit passenger**.
- 7a21** If carrying **you** would break government laws, regulations, or orders.
- 7a22** If **you** have refused or failed to give **us** information which a government authority has asked **us** to provide about **you**, including passenger information requested in advance of your flight.
- 7a23** If **you** have not presented a valid **ticket**.
- 7a24** If **you** have not paid the fare (or any applicable surcharges, taxes, fees or charges) for **your** journey.
- 7a25** If **you** have presented a **ticket** acquired illegally.

- 7a26** If **you** have presented a **ticket** which **you** did not buy from **us** or **our authorised agents**.
- 7a27** If **you** have presented a **ticket** which was not issued by **us** or **our authorised agents**.
- 7a28** If **you** have presented a **ticket** which has been reported as being lost or stolen.
- 7a29** If **you** have presented a counterfeit **ticket**.
- 7a30** If **you** have presented a **ticket** with an alteration made neither by **us** nor **our authorised agents**.
- 7a31** If **you** have presented a spoiled, torn or damaged **ticket** or a **ticket** which has been tampered with.
- 7a32** If **you** cannot prove **you** are the person named in the **ticket**.
- 7a33** If **you** have changed **your** transportation without **our** agreement as set out in clause 3c.
- 7a34** If **you** have failed to present **your ticket** or **your** boarding pass or **your** travel documents to **us** when reasonably asked to do so.
- 7a35** If **you** have failed to complete the check-in process by the **check-in deadline**.
- 7a36** If **you** have failed to arrive at the boarding gate on time.
- 7a37** If **you** have refused or failed to undergo health screening or a health examination requested by **us** or by a government or enforcement agency.
- 7a38** 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.
- 7b** **Our right to refuse to carry you when we have banned you from our route network**

**7b1** We will be entitled to refuse to carry **you** or **your baggage** if **we** have given **you** a banning notice and **you** have bought **your ticket** while the ban applies.

**7b2** By a banning notice **we** mean a written notice **we** have given to **you** informing **you** that **you** are banned from being carried on **our** route network. (This means **you** are banned from travelling on all flights **we** operate.) This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask **you** not to buy a **ticket** or ask or allow anyone to do so for **you**.

**7b3** If **you** try to travel while a banning notice is in force, **we** will refuse to carry **you** and **you** will be entitled to an **involuntary fare refund**.

## 8 — **Baggage**

### 8a **Your free baggage allowance**

We will carry some of **your baggage** free of charge. **Your free baggage allowance** will be shown on **your ticket**, or in the case of an **electronic ticket**, on **your itinerary and receipt** and will depend on **our baggage** regulations applying at the time of **your flight**. If **you** are in doubt, please ask **us** or **our authorised agents** for details of **your free baggage allowance** and **our baggage** regulations.

### 8b **Excess baggage**

**You** will have to pay a charge for the carriage of **baggage** over **your free baggage allowance**. Please ask **us** or **our authorised agents** for details of **our excess baggage rates**.

### 8c **Items you must not carry in baggage**

**You** must not carry the following in **your baggage** (whether as **checked baggage** or **unchecked baggage**).

- Items **you** are forbidden from carrying by law.
- Items **you** are forbidden from carrying by **our** regulations.
- Items 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** or **our authorised agents** for information about forbidden items if **you** need it.

## **8d Firearms**

**8d1** On some of **our** services **we** do not carry firearms and ammunition. On services where **we** do carry firearms and ammunition **we** may charge a handling fee for accepting firearms and ammunition or **we** may exclude firearms and ammunition from **your** free **baggage** allowance in which case **you** will have to pay an excess **baggage** charge.

**8d2** If **you** want **us** to carry firearms and ammunition, other than sporting guns or ammunition, **you** must get **our** permission before **you** check in. If **you** do not, **we** may decide not to carry them.

**8d3** If **you** are travelling on a service where **we** carry firearms and **you** want **us** to carry sporting guns or ammunition, **you** must let **us** know before **you** check in. If **you** do not, **we** may decide not to carry them.

**8d4** All firearms and ammunition must be carried as **checked baggage** and **we** will not allow **you** to take them into the aircraft cabin.

**8d5** All firearms carried as **checked baggage** must be unloaded, have the safety catch on and be suitably packed.

**8d6** Carrying firearms and ammunition is covered by the ICAO Technical Instruction and IATA Regulations referred to above.

**8d7** **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.

## **8e Dangerous items you must not take with you on to the plane**

**8e1** **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 any item into the aircraft cabin which **you** are forbidden from taking into the aircraft cabin by law.

**8e2** **You** must not take antique, toy or replica guns or weapons into the aircraft cabin.

**8e3** **You** must not take swords, knives, archery bows, arrows or similar weapons into the aircraft cabin.

**8e4** **We** may either tell **you** to check in items referred to in clauses 8e1, 8e2 and 8e3 as **checked baggage** or refuse to carry them altogether.

**8f** **Fragile or perishable items must not be packed in baggage checked into the hold**

**You** must not include in **your checked baggage** fragile or perishable items or items of special value such as:

- money;
- jewellery;
- precious metals;
- computers;
- personal electronic devices;
- share certificates, bonds and other valuable documents;
- business documents; or
- passports and other identification documents.

**8g** **Our right to refuse to carry checked baggage not properly and securely packed**

**We** will refuse to carry **checked baggage** if **we** reasonably believe that it is not properly and securely packed in suitable containers.

**8h** **Our right to search, screen and x-ray you and your baggage**

**8h1** For reasons of safety and security **we** or **our** agents may 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**.

**8h2** 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.**

**8i Checked baggage (baggage checked into the hold)**

**8i1 You must put your name on each item of checked baggage.**

**8i2 When you check in your checked baggage, we will give you a baggage identification tag for each piece.**

**8i3 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.**

**8j Unchecked baggage (baggage you carry on to the plane)**

**8j1 We set maximum dimensions and weights for unchecked baggage, which must also:**

- fit under the seat in front of **you**; or
- fit in an enclosed storage compartment in the cabin of the aircraft.

**8j2 If:**

- **your unchecked baggage** is larger than the maximum dimensions or weights;
- 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.**

**8j3 If you have an item of baggage (such as a musical instrument) larger or heavier than the maximum dimensions and weight for unchecked baggage but unsuitable to be carried as checked baggage, we will carry it in the aircraft cabin if:**

- **you told us** before **you** checked in that **you** wanted to take it into the aircraft

cabin;

- **we** agreed with **you** before **you** checked in to carry it in the aircraft cabin; and
- **you** have paid **us** any extra charge that applies for this service.

Please ask **us** or **our authorised agents** for details of **our** charges.

## **8k Collecting and delivering baggage checked into the hold**

**8k1** Unless clause 8i3 applies, **you** must collect **your checked baggage** as soon as **we** have made it available at **your** place of destination or **stopover**. 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**.

**8k2** Only the person with the **baggage identification tag** and if one has been issued, the **baggage check**, can claim a piece of **checked baggage**.

**8k3** If a person claiming a piece of **checked baggage** cannot produce the **baggage identification tag** and if one has been issued, the **baggage check**, **we** will deliver the **baggage** to them only if they can prove to **us** that the **baggage** is theirs.

## **8l Animals**

On some services **we** do not carry animals. If **we** agree to carry **your** animals, **we** will carry them subject to the following conditions.

**8l1** On domestic flights (by which **we** mean **flights** within the common travel area of the United Kingdom (including the Channel Islands and the Isle of Man) and the Republic of Ireland) the following will apply.

- Only assistance dogs accompanying **passengers** with a disability can be taken into the aircraft cabin.
- Assistance dogs will be carried free save that **we** may make a charge if an adjacent seat has to be withdrawn from use to accommodate a **passenger** with a disability and accompanying assistance dog.
- **We** will carry domestic pet animals as **checked baggage** or as cargo, according to **our** policy at the relevant time.

- All other animals must be carried as cargo.

**812** On international flights (by which **we** mean all **flights** other than domestic flights) the following will apply.

- Assistance dogs accompanying **passengers** with a disability can be taken into the aircraft cabin if applicable laws permit it and if the necessary arrangements are in place at the relevant airports.
- Assistance dogs accompanying **passengers** with a disability will be carried free save that **we** may make a charge if an adjacent seat has to be withdrawn from use to accommodate a **passenger** with a disability and an accompanying assistance dog.
- Assistance dogs which cannot be taken into the aircraft cabin, pet dogs and pet cats will be carried as **checked baggage** or as cargo, according to **our** policy at the relevant time.
- All other animals must be carried as cargo.
- **We** will only carry animals if it would be legal for them to arrive at **your** place of destination or transit point.

**813** On all flights (by which **we** mean both domestic and international) the following will apply.

- Except for assistance dogs accompanying **passengers** with a disability, animals and their containers accepted as **checked baggage** will not be part of **your** free **baggage** allowance and **you** will have to pay an excess **baggage** charge for them.
- **You** must make sure that all animals travelling as **checked baggage** are put in proper, adequate and secure containers. If **you** fail to do this, **we** may decide not to carry the animals.
- **You** must present to **us** all health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for the animals. If **you** fail to do this, **we** may decide not to carry the animals.
- Unless carrying the animals is covered by the liability rules of the **convention**, **we** will not be responsible for their loss, sickness, injury or death unless **we** have been negligent.
- **We** are not liable to **you** for any loss **you** suffer because **you** do not have the health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for **your** animals. **You** must repay to **us** any

finances, costs, charges, losses or liabilities **we** have paid or suffered because **you** did not have these documents.

- From time to time **we** adopt regulations for carrying animals. Please ask **us** or **our authorised agents** for a copy.

## **9 — Schedules, remedies for delays and cancellations and denied boarding compensation**

### **9a Schedules**

**9a1** 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**.

**9a2** Before **we** accept **your** booking, **we** or **our authorised agents** will tell **you** the scheduled departure time of **your flight** and it will be shown on **your ticket** or **itinerary and receipt**. **We** may need to change the scheduled departure time of **your** flight after **your ticket** has been sent to **you** or to change the scheduled departure terminal for **your** flight. If **you** give **us** or **our authorised agents** contact information, **we** or they will try to let **you** know about any changes.

**9a3** If, after **you** buy **your ticket**:

- **we** make a significant change to the scheduled departure time of **your flight**;
- **you** find this change unacceptable; and
- **we** or **our authorised agents** cannot book **you** on another flight which **you** are prepared to accept;

**we** will give **you** an **involuntary fare refund**.

### **9b Remedies for delays and cancellations**

**9b1** **We** will take all reasonable measures necessary to avoid delay in carrying **you** and **your baggage**.

**9b2** These measures may, in exceptional circumstances and if necessary to prevent a flight

being cancelled, include arranging for a flight to be operated:

- by another aircraft;
- by another airline; or
- by both.

### 9b3

If we:

- cancel a flight;
- delay a flight by five hours or more;
- fail to stop at **your** place of **stopover** or destination; or
- cause **you** to miss a **connecting flight** on which **you** hold a confirmed reservation;

**you** can choose one of the three remedies set out immediately below.

#### **Remedy 1**

**We** will carry **you** as soon as **we** can to the destination shown on **your ticket** on another of **our** scheduled services on which a seat is available in the class of service for which **you** have paid the fare. If **we** do this, **we** will not charge **you** extra and where necessary, will extend the **validity period** of **your ticket**.

#### **Remedy 2**

**We** will carry **you** to the destination shown on **your ticket** in the class of service for which **you** have paid the fare at a later date at your convenience and within the **validity period** of **your ticket** on another of **our** scheduled services on which a seat is available. If **we** do this, **we** will not charge **you** extra.

#### **Remedy 3**

**We** will give or obtain for **you** an **involuntary fare refund**.

**We** will give **you** additional assistance, such as compensation, refreshments and other care and reimbursement, if required to do so by any law which may apply. **We** will have no further liability to **you**.

### 9c **Denied boarding compensation**

If **you** are denied boarding against **your** will on a flight for which **you** have both a valid **ticket** and a confirmed reservation, **we** will pay **you** compensation and provide refreshments and other care as required by any law which may apply. This will not apply if **you** fail to meet the check-in and boarding requirements in clause 6 or **we** exercise **our** right to refuse to carry **you** under clause 5d3 or 7.

## **10 — Refunds of fares, surcharges, taxes, fees and charges**

### **10a General**

**10a1** **We** will refund the fare and any surcharge for **your ticket**, or any unused part of it and any taxes, fees and charges, as set out in **our** fare rules and **tariffs**.

**10a2** Unless **we** say otherwise, **we** will only make a refund to the person who paid for the **ticket**.

**10a3** **You** must, if **you** want a refund, prove to **us** that **you** are the person who paid for the **ticket**.

**10a4** 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**.

### **10b Involuntary fare refunds**

**10b1** **We** will pay fare refunds as set out below if **we**:

- cancel a flight;
- make a significant change to a flight time which is not acceptable to **you**;
- delay a flight by five hours or more;
- fail to stop at **your** place of destination or **stopover**;
- cause **you** to miss a **connecting flight** on which **you** held a confirmed reservation; or
- refuse to carry **you** because a banning notice is in force against **you**.

**10b2** If **you** have not used any part of the **ticket**, the refund will be equal to the fare and

any surcharge and any taxes, fees and charges **you** have paid.

**10b3** If **you** have used part of the **ticket**, the refund will be equal to at least the difference between the fare and any surcharge, taxes, fees and charges **you** have paid and the correct fare, surcharge, taxes, fees and charges for travel between the points for which **you** have used **your ticket**.

#### **10c Voluntary fare refunds**

**10c1** If **you** are entitled to a refund of the fare for **your ticket** for reasons other than those set out in clause 10b, the refund will be as follows.

**10c2** If **you** have not used any part of the **ticket**, the refund will be equal to the fare and any surcharge and any taxes, fees and charges **you** have paid, less any cancellation and reasonable service charge.

**10c3** If **you** have used part of the **ticket**, the refund will be equal to the difference between the fare and any surcharge, taxes, fees and charges **you** have paid and the correct fare, surcharge, taxes, fees and charges for travel between the points for which **you** have used the **ticket**, less any cancellation and reasonable service charge.

#### **10d Refund on a lost ticket**

**10d1** If **you** lose **your ticket** or part of it, **we** will, if **you** give **us** satisfactory proof of the loss and pay a reasonable administration fee, give **you** a refund as soon as possible after the **validity period** of the **ticket** expires. **We** will only do this if:

- the lost **ticket**, or part of it, has not been used, previously refunded or replaced (unless the use, refund or replacement by or to someone else resulted from **our** own negligence); and
- the person to whom the refund is made agrees to repay **us** the amount **we** refund if **we** later discover fraud.

This will not apply if any fraud or use by someone else resulted from **our** negligence.

**10d2** If **we** or **our authorised agents** lose the **ticket** or part of it, **we** will be responsible for any loss.

**10e** **Our right to refuse a fare refund**

**10e1** **We** may decide to refuse to give **you** a refund if **you** apply for it after the end of the **ticket validity period**.

**10e2** **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.

**10f** **Currency**

**We** will pay **you** a refund in the same way and in the same currency that **you** used to pay for the **ticket**, unless **we** agree otherwise. For example, if **you** paid in US dollars by credit card, **we** will make a refund in US dollars to **your** credit card account.

**10g** **Voluntary fare refunds are made only by the carrier who issued the ticket**

**We** will only give **you** a **voluntary fare refund** if **we** or **our authorised agents** issued the **ticket** and **we** or they have authorised the refund.

**11 — Behaviour on the aircraft**

**11a** **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 or other security threat;
- threatened, abused or insulted the crew or other **passengers**;
- 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. 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.

#### **11b 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.

## **11c Using electronic devices on board the aircraft**

For safety reasons, **we** may decide not to allow **you** to use electronic devices when **you** are on board the aircraft, including:

- mobile phones;
- 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.

**We** will allow **you** to use hearing aids and heart pacemakers.

## 12 — Services provided by other companies

### 12a If we:

- arrange for another company (such as a tour operator, a train company, a ferry or a hotel) to provide land or sea transport or other services for **you**; or
- issue **you** with a **ticket** or voucher relating to land or sea transport or other services;

**we** are only acting as **your** agent in making the arrangements or issuing the **ticket**.

The terms and conditions of the company providing those services will apply.

### 12b If **we** are also providing land or sea transport for **you**, specific conditions (not these **conditions of carriage**) will apply to that transport. Please ask **us** or **our authorised agents** for a copy of these specific conditions.

### **13 — Travel documents, entry requirements, customs inspection and security screening**

#### **13a General**

##### **13a1 You (not us) must:**

- check the relevant entry requirements for any country **you** are visiting; and
- present to **us** all passports, visas, health certificates and other travel documents needed for **your** journey.

##### **13a2 You must obey all laws, regulations and orders of any countries you fly from, enter or travel through or in which you are a transit passenger.**

##### **13a3 We will not be liable to you if:**

- **you** do not have all necessary passports, visas, health certificates and other travel documents;
- **your** passport, visa, health certificates or other travel documents are invalid or out of date; or
- **you** have not obeyed all relevant laws.

#### **13b You must present to us valid passports, visas, health certificates and other travel documents**

Before **you** travel, **you** must present to **us** all passports, visas, health certificates and other travel documents **you** need for **your** journey. If **we** ask, **you** must:

- allow **us** to take and keep copies of them; and
- deposit **your** passport or equivalent travel document with a member of the crew of the aircraft for safe custody until the end of the flight.

#### **13c What happens when you are refused entry to a country**

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.

**13d 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.

**13e 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.

**13f Security screening**

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

## 14 — Successive carriers

If **we** and other **carriers** are involved in performing carriage for **you** under one **ticket**, or under a **conjunction ticket**, **we** will regard the carriage as a single operation for the purposes of the **convention**. However, please read clause 15g1.

## 15 — Liability for damage

**15a** These **conditions of carriage** govern **our** liability to **you**.

**15b** **The conditions of carriage of other carriers govern their liability to you**

The **conditions of carriage** of each other **carrier** involved in **your** journey govern its liability to **you**. Other **carriers** may have lower limits of liability.

**15c** **Applicable laws**

**Our** liability for the carriage of **passengers** and **baggage** is governed by the **convention**. This clause 15 sets out the limits on **our** liability and summarises the liability rules applied by **us** under the **convention** but if it is inconsistent with the **convention** or other applicable laws, the **convention** or other applicable laws will override this clause 15.

**15d** **Our liability for the death wounding or other bodily injury of passengers**

**15d1** **Our** liability for proved damages sustained in the event of death, wounding or any other bodily injury by a **passenger** in the event of an accident shall not be subject to any financial limit.

**15d2** For any damages up to and including the sum of the equivalent of 100,000 **SDRs** (approximately £82,000), **we** shall not exclude or limit **our** liability.

**15d3** Notwithstanding the provisions of clause 15d2, if **we** prove that the **damage** was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased **passenger** or of the person claiming compensation **we** may be exonerated wholly or partly from **our** liability in accordance with applicable laws.

**15d4** To the extent that damages under this clause 15d may potentially exceed 100,000 **SDRs** (approximately £82,000) they will be reduced accordingly if **we** prove that the **damage** was not due to the negligence or other wrongful act or omission of **us** or **our** agents or that the damage was solely due to the negligence or other wrongful act or omission of a third party.

**15d5** We shall, without delay and in any event not later than 15 **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.

**15d6** Without prejudice to clause 15d5, an advance payment shall not be less than the equivalent of 16,000 **SDRs** (approximately £13,000) per **passenger** in the event of death.

**15d7** An advance payment shall not constitute recognition of **our** liability.

**15d8** An advance payment may be offset against any subsequent sums paid on the basis of **our** liability.

**15d9** An advance payment is not returnable, except in the cases described in clause 15d3, or in circumstances where it is subsequently proved that the person who received the advance payment was not the person entitled to compensation.

**15d10** We are not responsible for any illness, injury or disability, including death, attributable to **your** physical condition or for the aggravation of such condition.

#### **15e Our liability for damage to baggage**

**15e1** We are not liable for **damage** to **unchecked baggage** (other than **damage** caused by delay which is covered by clause 15e4 below), unless the **damage** was caused by **our** negligence or the negligence of **our** agents.

**15e2** **Our** liability for **damage** to **your baggage**, including **damage** caused by delay, is limited by the **convention** to 1,000 **SDRs** (approximately £820) except where **you** prove that the **damage** resulted from an act or omission by **us** or **our** agents carried out either:

- with the intention of causing **damage**; or
- recklessly and with knowledge that **damage** would probably result,

and **you** prove that **our** employees or agents responsible for the act or omission were acting within the scope of their employment.

- 15e3** If **you** complete a special declaration of higher value at check-in and pay the applicable fee, **our** liability shall be limited to the higher declared value.
- 15e4** **We** are not liable for **damage** to **baggage** caused by delay if **we** prove that **we** and **our** agents took all reasonable measures to avoid the **damage** or that it was impossible for **us** or **our** agents to take such measures.
- 15e5** **We** are not liable for any **damage** caused by **your baggage**.
- 15e6** **You** are responsible for any **damage** caused by **your baggage** to other people and property, including **our** property.
- 15e7** **We** are not liable in any way whatever for **damage** to items which **you** include in **your checked baggage** although **you** are forbidden from including them under clauses 8c, 8d or 8f, or in the case of permitted firearms **you** have not complied with the conditions for including them under clause 8d. These items include fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, or passports and other identification documents.
- 15e8** **We** are not liable in any way whatever for **damage** to items which **you** include in **your unchecked baggage** although **you** are forbidden from including them under clauses 8c or 8e.
- 15f** **Our liability for damage caused by delay to passengers**
- 15f1** **Our** liability for **damage** caused to a **passenger** by delay is limited by the **convention** to 4,150 **SDRs** (approximately £3,500).
- 15f2** **We** are not liable for **damage** to **passengers** caused by delay if **we** prove that **we** and **our** agents took all reasonable measures to avoid the **damage** or that that it was impossible for **us** or **our** agents to take such measures.
- 15g** **General**

**15g1** If we:

- issue a **ticket** for **you** to be carried on another **carrier**; or
- check in **baggage** for carriage on another **carrier**;

we do so only as agent for that **carrier**.

If **you** have a claim for **checked baggage**, **you** may make it against the first or last **carrier** or against the **carrier** performing the carriage during which the **damage** took place.

**15g2** We are not liable for any **damage** arising from the fact that:

- we have obeyed laws or government rules and regulations; or
- **you** have not obeyed laws or government rules and regulations.

**15g3** Except where these **conditions of carriage** say differently, we are liable to **you** only for compensatory damages which **you** are entitled to recover for proven losses and costs under the **convention**.

**15g4** Our contract of carriage with **you** (including these **conditions of carriage** and exclusions or limits of liability) applies to our agents, servants, employees and representatives in the same way as it applies to **us**. As a result, the total amount **you** can recover from **us** and our agents, servants, employees and representatives will not be more than the total amount of **our** own liability, if any.

**15g5** Unless we say otherwise, nothing in these **conditions of carriage** gives up any exclusion or limitation of liability to which we are entitled under the **convention** or any laws which may apply.

**15g6** Nothing in these **conditions of carriage**:

- prevents **us** from excluding or limiting **our** liability under the **convention** or any laws which apply; or
- gives up any defence 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**.

## **16 — Time limits for baggage complaints**

### **16a If you receive checked baggage without making a complaint, it will be sufficient evidence that it was delivered in good condition**

If the person with a **baggage check** 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.

### **16b Complaints about damage to checked baggage must be made in writing within seven days of receiving the baggage**

If **your checked baggage** is damaged, **you** must complain in writing to **us** immediately **you** discover the **damage** and at the latest, within seven **days** from the date you received the **checked baggage**.

### **16c Complaints about delay to checked baggage must be made in writing within 21 days of the baggage being made available to you**

If **your checked baggage** is delayed, **you** must complain in writing to **us** within 21 **days** at the latest of the **checked baggage** being made available to **you**.

## 17 — Action for damages must be brought within two years

**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.

## **18 — Passengers with a disability**

### **18a General and Reservations**

**18a1** If **you** are a **passenger** with a disability and **you** require any special assistance, **you** should inform **us** at the time of booking of **your** special needs.

**18a2** If **you** are a **passenger** with a disability **we** will carry **you** where arrangements have been made to provide for **your** special needs. If **you** do not inform **us** at the time of booking of **your** special needs, **we** will nevertheless use reasonable efforts to accommodate **your** special needs.

### **18b Seating**

All the rules of seating in clause 5e apply to seating **passengers** with a disability. In addition if **you** are a **passenger** with a disability which causes **you** to need a bulkhead seat, such as a disability which causes **you** to be accompanied by an assistance dog in the cabin in accordance with clause 8l, and **you** request a bulkhead seat, it will be provided to **you** if it is not already assigned to another **passenger** with a disability.

### **18c Travel with an attendant**

**We** may require that **you** travel with an attendant if it is essential for safety or **you** are unable to assist in **your** own evacuation from the aircraft or **you** are unable to understand safety instructions.

### **18d Baggage**

**18d1** There is no charge for transporting any assistive device, such as a wheelchair or a cane, and such assistive devices will not be counted towards **your** free **baggage** allowance.

**18d2** On flights where medical oxygen is permitted, **you** will be charged for the service of medical oxygen (and **you** will be required to be accompanied by an attendant).

## **18e Stretchers**

**We** reserve the right to cease accepting **passengers** who must travel on a stretcher on any flight.

## 19 — Our regulations

When **we** carry **you** and **your baggage** you must obey **our** regulations. These concern, among other things:

- unaccompanied children;
- **passengers** with a disability;
- pregnant women and sick **passengers**;
- carrying animals;
- restrictions on using electronic devices on board the aircraft;
- smoking and drinking alcohol on board the aircraft;
- forbidden items in **baggage**; and
- limits on the measurements, size and weight of **baggage**.

Please ask **us** or **our authorised agents** for a copy of these regulations.