

# General Conditions of Carriage

March 2017

## ***Preamble***

These Conditions of Carriage govern the relationship between you as a Passenger and us as the Carrier regarding your Carriage on an aircraft operated by us or pursuant to a Ticket on which our Airline Designator Code appears for that flight or flight segment. Your rights and duties towards us and vice versa in this matter are outlined in the Conditions of Carriage. We advise you to read the Conditions of Carriage carefully as, among other things, they set out various limitations that affect you, for instance concerning our limits of liability towards you in case of Damage and delay affecting you and/or your Baggage. If our limits of liability are not satisfactory in relation to your needs, we advise you to obtain personal travel insurance.

These Conditions of Carriage may be amended without prior notice.

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## ***Article 1: What particular expressions mean in these conditions***

As you read these conditions, please note that:

**"We", "Our" "Ourselves" and "Us"** means Alsie Express

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

**"Airline designator code"** means the two-characters or three letters which identify particular air carriers.

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

**"Baggage Check"** means those portions of the Ticket, which relate to the carriage of your Checked Baggage.

**"Baggage Identification Tag"** means a document issued solely for identification of Checked Baggage

**"Carriage"** means Carriage of Passengers and/or Baggage by air.

**"Carrier Imposed Surcharges"** means surcharges and fees, which are surcharges and fees imposed by the Carrier, such as fuel surcharges, security surcharges, services fees etc.

**"Carrier"** means an air Carrier whose Airline Designator Code appears on your Ticket or on a Conjunction Ticket.

**"Checked Baggage"** means Baggage of which we take custody and for which we have issued a Baggage Check.

**"Check-in deadline"** means the time limit for the specific airport specified by the airline by which you must have completed check-in formalities and - if applicable - received your boarding pass.

**"Convention"** means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999.

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

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

**"Electronic Coupon"** means an Electronic Flight Coupon or other value document held in our database.

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

**"Extraordinary Circumstances"** means situations where an event could not have been avoided even if all reasonable measures had been taken. Such circumstances may, in particular, occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings, strikes that affect the operation of an operating air carrier or where the impact of an air traffic management decision in relation to a particular aircraft on a particular day gives rise to a long delay or the cancellation of one or more flights by that aircraft."

**"Force Majeure"** means extremely unusual and totally unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

**"Immediate Family"** means your spouse or person with whom you cohabit, parents, children, sisters and brothers, grandparents, grand- children, father-, mother-, brothers-, sisters-, sons- and daughters in law.

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

**“Non-Carrier Imposed Surcharges”** means surcharges and fees imposed by others than the Carrier, typically public authorities or airports. Such fees and surcharges could be airport duties, passenger surcharges etc.

**“Notice of Contract Terms Incorporated by Reference”** means those statements contained in or delivered with your Ticket or Itinerary/ Receipt, identified as such and which incorporate by reference these Conditions of Carriage and notices.

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

**“Regulation (EC) 261/2004”** means the Regulation (EC) 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

**“SDR”** means a Special Drawing Right, which is the composite unit of currency that is the official unit of exchange of the International Monetary Fund. Information about the current rate of a Special Drawing Right in one of the Scandinavian currencies may be found in daily news- papers or at bank offices.

**“Tariff”** means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

**“Ticket”** means the document entitled the Electronic Ticket, in each case issued by us or on our behalf, and includes the Notice of Contract Terms Incorporated by Reference, other notices and Coupons.

**“Unchecked Baggage”** means any of your Baggage other than Checked Baggage.

## ***Article 2: Applicability***

### **2.1 General**

Except as provided in Articles 2.2, 2.4, 2.5 and 3.1.2, our Conditions of Carriage apply only on flights, or flight segments operated by us and/or, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

### **2.2 Charter Operations**

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 applicable law that cannot be waived by agreement of the parties in which event such laws shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### **2.4 Conditions prevail over regulations**

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

## **Article 3: Tickets**

### **3.1 General provisions**

**3.1.1** The Ticket constitutes conclusive evidence of the contract of Carriage between us, and the Passenger named in the Ticket. We will provide Carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

**3.1.2** A Ticket is transferable in its entirety (but not in part), provided;

- that you contact us with a request for transfer of your Ticket at least 24 hours before the scheduled departure time shown on the Ticket,
- that the person to whom the Ticket is to be transferred satisfies and complies with all the conditions applying to the original Ticket.

Upon your surrender of your Ticket to us, we will issue a new Ticket in the name of the person to whom the Ticket is to be transferred. The new Ticket will be subject to the same terms and conditions as those of the replaced Ticket. You can be charged an administration fee for the transfer of the Ticket.

Except as provided above, a Ticket is not transferable.

**3.1.33** Some Tickets are sold at discounted fares, which may be partially or completely non-refundable. If a Ticket is non-refundable, the Carrier Imposed Surcharges will also be non-refundable, whereas the Non-Carrier Imposed Surcharges will always be refundable, possibly subject to payment of an administration fee. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

**3.1.4(a)** If you have a Ticket, as described in Article 3.1.3 above, and you are prevented from traveling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will at our discretion either make a refund within a reasonable time or provide you with a credit of the non-refundable amount of the fare for future travel on us, in both circumstances subject to deduction of an administration fee.

**3.1.4(b)** If you have a Ticket, as described in Article 3.1.3 above, and you are delayed for your scheduled flight due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge.

**3.1.5** The Ticket is and remains at all times the property of the issuing Carrier.

**3.1.6** In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

### **3.2 Period of validity**

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

- (a) one year from the date of issue; or
- (b) subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.

**3.2.2** If you after having commenced your journey become unable to travel within the period of validity due to illness, the period of validity of your ticket may only be extended subject to the fare rules governing your ticket.

**3.2.3** In the event of death of a Passenger, the Tickets of persons accompanying the Passenger may be

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

**3.3.1** Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.

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

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

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

## ***Article 4: Fares, taxes, fees and charges***

### **4.1 Fares**

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

### **4.2 Taxes, fees and charges**

**4.2.1** Both Carrier and Non-Carrier Imposed Surcharges shall be payable by you **4.2.2** If you cancel a refundable Ticket both Carrier and Non-Carrier Imposed Surcharges will be refunded. According to the type of Ticket, the refund may be subject to an administration fee. If you cancel a non- refundable Ticket you will only be and are entitled to a refund of Non- Carrier Imposed Surcharges, and such refund can be subject to the deduction of an administration fee.

## ***Article 5: Reservations***

### **5.1 Reservation requirements**

**5.1.1** We, or our Authorized Agents will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

**5.1.2** Certain fares have conditions, which limit or exclude your right to change or cancel reservations or to request a refund.

### **5.4 Seating**

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

## ***Article 6: Check-in and boarding***

### **6.1 General**

**6.1.1** Check-in Deadlines may vary from airport to airport and you must inform yourself about these Check-in Deadlines and honor them. You must allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. You must have completed the check-in process no later than at the Check-in Deadlines indicated.

**6.1.2** We, or our Authorized Agents, will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights may be obtained from us, or our Authorized Agents.

**6.1.3** You must be present at the boarding gate not later than the time specified by us, or our Authorized Agents when you check-in.

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

**6.1.5** We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article unless we have been negligent.

## ***Article 7: Refusal and limitation of carriage***

### **7.1 Right to refuse carriage**

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

**7.1.1** such action is necessary in order to comply with any applicable laws, regulations, or orders;

**7.1.2** the Carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passengers or crew;

**7.1.3** your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or

risk to yourself, to Passengers, to crew, or to property;

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

**7.1.5** you have refused to submit to a security check;

**7.1.6** you have not paid the applicable fare, taxes, fees or charges;

**7.1.7** you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, when so requested; or if we by any other means have reason to believe, that you will not be permitted to enter the country of your destination or any other country through which you may be in transit;

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

**7.1.9** If you present a Ticket, which has been issued or altered in any way, other than by us or our Authorized Agents, or the Ticket is mutilated

**7.1.10** you fail to observe our instructions with respect to safety or security.

## **7.2 Special assistance**

**7.2.1** Acceptance for Carriage of unaccompanied children, incapacitated persons, pregnant woman, persons with illness or other people requiring special assistance is subject to prior arrangement with us unless otherwise required under applicable laws, regulations or orders. Passengers with disabilities who had advised us of any special requirements they may have at the time of ticketing and been accepted by us, shall not subsequently be refused Carriage on the basis of such disability or special requirements. Furthermore we will make all reasonable efforts to provide assistance to passengers with disabilities even if the passenger has not advised us of such special requirements in advance.

**7.2.2** Special assistance will be performed in accordance with our rules governing such assistance.

**7.2.3** Children travelling without escort (UM) will not be accepted for Carriage, if before departure bad weather conditions or other extraordinary circumstances indicate that it might be difficult to land at the scheduled place of arrival.

## ***Article 8: Baggage***

### **8.1 Free baggage allowance**

You may carry some Baggage free of charge, subject to our regulations and limitations, and this information can be downloaded from our web site [www.alsieexpress.com](http://www.alsieexpress.com) any time.

### **8.2 Excess baggage**

You will be required to pay a charge for Carriage of Baggage in excess of the free Baggage allowance. These rates are available from us on [www.alsieexpress.com](http://www.alsieexpress.com)

### **8.3 Items unacceptable as baggage**

**8.3.1** You must not include in your Baggage:

**8.3.1.1** items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe

Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our Regulations (further information is available from us upon request);

**8.3.1.2** items the Carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, over or to;

**8.3.1.3** live animals, except as provided for in Article 8.9;

**8.3.1.4** items which are reasonably considered by us to be unsuitable for Carriage because they are dangerous or unsafe, or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used.

**8.3.2** Firearms and ammunition other than for hunting and sporting purposes are prohibited from Carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3.1.1.

**8.3.3** Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage at our discretion, but will not be permitted in the cabin of the aircraft.

**8.3.4** In addition to the restrictions mentioned in Article 8.3.1. through 8.3.3, you must not include in your Checked Baggage fragile or perishable items or items having a special value, such as but not limited to: money, keys, prescribed medicines, glasses/sunglasses, bottles, cameras, jewelry, precious metals, computers, personal electronic devices, cellular telephones, musical instruments, negotiable papers, securities or other valuables, business documents, passports and other identification documents, or samples. If despite being prohibited any items referred to in this Article are included in your Checked Baggage we shall not be responsible for any loss, delay or damage to such items.

**8.3.5** We recommend that you do not include in your Checked Baggage any items mentioned in Article 8.3.4. Since our liability for any loss, damage and delay to Baggage is limited to 1131 SDR per passenger as stated in Article 15.

**8.3.6.** As stated in Article 15.2.3. if the value of your Checked Baggage is greater than our maximum liability set out in Article 15.2.2. you should inform us at check-in so that you can make arrangements to fully insure your Checked Baggage prior to travel.

#### **8.4 Right to refuse carriage**

**8.4.1** Subject to Article 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in 8.3.1, and we may refuse further carriage of any such items upon discovery.

**8.4.2** We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for Carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other Passengers

**8.4.3** We may refuse to accept Baggage for Carriage unless it is in our reasonable opinion properly and securely packed in suitable containers.

**8.4.4** Unless advance arrangements for its Carriage have been made with us, we may carry your Baggage, which is in excess of the applicable free allowance, on later flights without any compensation to you for such delay.

#### **8.5 Right of search**

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Article 8.3.1 or any firearms, ammunition or weapons, which have not been

presented to us in accordance with Article 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray, search or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

### **8.6 Checked baggage**

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

**8.6.2** Checked Baggage must have your name and address affixed to it.

**8.6.3** Checked Baggage will if within limits whenever possible be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage has complied with the provisions of this Article 8 and is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance. If your Checked Baggage is delayed, the provisions of Article 15.4 will apply.

### **8.7 Unchecked baggage**

**8.7.1** Baggage that you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage. We have specified maximum dimensions and weight for Baggage that you carry on to our aircraft. Upon request this information is available from us, or our Authorized Agents. If another Carrier is operating your flight other conditions may apply. Information regarding these conditions is available from the operating Carrier upon request. If requested we will assist you in obtaining these conditions.

**8.7.2** Objects not suitable for Carriage in the cargo compartment, and which do not meet the requirements in Article 8.7.1 above, will only be accepted for Carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

### **8.8 Collection and delivery of checked baggage**

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

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

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

### **8.9 Animals**

**8.9.1** If we agree to carry your animals they will be carried subject to the following conditions:

**8.9.2** You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for Carriage.

**8.9.3** If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance but shall constitute excess Baggage, for which you will be obliged to pay the applicable rate.

**8.9.4** Guide dogs together with containers and food accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance.

**8.9.5** Where Carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal, which we have agreed to carry, unless we have been negligent.

**8.9.6** We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

## ***Article 9: Schedules, delays, cancellation of flights and closing down of routes, denied boarding and downgrading***

### **9.1 Schedules**

**9.1.1** The flight times shown in timetables may change between the date of publication and the date you actually travel.

**9.1.2** Before we accept your booking, we or our Authorized Agents will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavor to notify you of any such changes. If, after you make your reservation, we make a change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight on us, which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2. Furthermore we will be liable for any proven losses caused by our schedule change according to applicable law and the provisions of Article 15.4 will apply.

### **9.2 Cancellation of flights and closing down of routes**

**9.2.1** Except as otherwise provided by the Convention, if we cancel a flight or close down a route on which you hold a confirmed reservation, we shall, at your option, either:

**9.2.1.1** carry you at the earliest opportunity or at a later date that suits you on another of our scheduled services on which space is available in a comparable service class without additional charge and, where necessary, extend the validity of your Ticket until our first flight on which space is available; or

**9.2.1.2** at the earliest opportunity or at a later date that suits you within a reasonable period of time re-route you to the destination shown on your Ticket under comparable transport conditions by our own services or at our discretion by those of another Carrier, or by other mutually agreed means and class of transportation without additional charge; or

**9.2.1.3** make a refund in accordance with the provisions of Article 10.2 and if required by applicable laws a return flight at the earliest opportunity to your first point of departure.

**9.2.2** If you choose the options outlined in Article 9.2.1.1 through

**9.2.1.2** and if required by applicable law, we shall provide you with assistance (e.g. phone calls, refreshments/meals and accommodation) in reasonable relation to the waiting time caused by the cancellation.

**9.2.3** If you are not notified of a cancellation or closing down of a route in due time and if the cancellation or closing down is not caused by Extraordinary Circumstances and/or could not have been avoided if all reasonable measures had been taken; if provided by applicable law you will be entitled to compensation.

For travel within EU and from a non-EU country into EU applicable law is Regulation (EC) 261/2004.

**9.2.4** Apart from your right to assistance described in Article 9.2.1-9.2.3 we will be liable to you for further Damage caused by the delay in accordance with the provisions of Article 15.4.1.

**9.2.5** Upon the cancellation of a flight or closing down of a route the options outlined in Article 9.2.1.1 through Article 9.2.4 are the sole and exclusive remedies available to you and we shall have no further liability to you.

### **9.3 Long delays**

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

**9.3.2** Subject to the flight distance and expected delay, if we face a delay and if required by applicable law, we shall provide you with assistance (e.g. phone calls, refreshments/meals and accommodation) in reasonable relation to the waiting time provided that the provision of such assistance will not result in a further delay of the flight.

**9.3.3** If as a result of the delay, your departure will be more than 5 hours delayed, and if required by applicable laws, you will be entitled to a refund in accordance with the provisions of Article 10.2 and if relevant a return flight at the earliest opportunity to your first point of departure.

**9.3.4** If your flight is delayed 3 hours or more and if the delay is not caused by Extraordinary Circumstances which could not have been avoided if all reasonable measures had been taken you will be entitled to compensation if provided by applicable law. For travel within EU and from a non-EU country into EU applicable law is Regulation (EC) 261/2004.

**9.3.5** Besides your right to assistance described in Article 9.3.1-9.3.4 we will be liable to you for further Damage caused by the delay in accordance with the provisions of Article 15.4.

### **9.5 Denied Boarding**

**9.5.1** In order to accommodate as many Passengers as possible, and based upon the experience that a number of travelers will not show up for the flight on which they hold a reservation, we may confirm space above the capacity of the aircraft (also referred to as "overbooking"). We and most other airlines operate compensation schemes for Passengers with confirmed reservations who are unjustifiably denied boarding because of the non-availability of seats. We make every effort to provide seats for which confirmed reservations have been made. When selecting Passengers for rebooking, we will first seek for volunteers who are prepared to stand down from their reservation, subject to any security and/or operational constraints at the airport concerned.

**9.5.2** If you are holding a confirmed reservation on a certain flight and you are denied boarding or solely because of overbooking, you will qualify for denied boarding or downgrading compensation as the case may be in accordance with applicable law regarding denied boarding and down grading. For travel within EU and from a non-EU country into EU applicable law is Regulation (EC) 261/2004.

**9.5.3** In case of denied boarding we will in addition to denied boarding compensation cover reasonable costs for assistance (e.g. phone calls, refreshments/meals and overnight accommodation) up to the next possible departure. Furthermore the provision regarding your right to help in situations with irregularities described in Article 9.4 will apply to situations of denied boarding and/or down grading.

## ***Article 10: Refunds***

### **10.1 Person to whom Refund will be made**

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

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

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

### **10.2 Involuntary Refunds**

**10.2.1** If you are entitled to a refund in accordance with article 9, the amount of the refund shall be:

**10.2.1.1** if no portion of the Ticket has been used, an amount equal to the fare paid;

**10.2.1.2** if a portion of the Ticket has been used, the refund will be calculated in accordance with applicable laws and will not be less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

### **10.3 Voluntary Refunds**

**10.3.1.1** Except in case of a non-refundable Ticket, if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

**10.3.1.2** Except in case of a non-refundable Ticket, if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

### **10.5 Right to Refuse Refund**

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

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

### **10.6 Currency**

All refunds will be subject to government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the same manner and the same currency in which the Ticket was paid for.

**10.7** By whom will the Ticket be Refundable Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its Authorized Agents.

## ***Article 11: Conduct aboard aircraft***

### **11.1 General**

If in our reasonable opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug

consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward Carriage at any point, and may be prosecuted for offences committed on board the aircraft. Furthermore, you shall indemnify us on demand, for any costs and/or losses incurred by us in connection with any such conduct by you.

### **11.2 Electronic Devices**

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys, walkie-talkies and other electronic personal devices. Operation of hearing aids and heart pacemakers is permitted.

## ***Article 12: Arrangements for additional services***

### **12.1 General**

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. Under such circumstances the terms and conditions of the third party service provider will apply. We shall have no liability to you for such arrangements or for any act or omission in the provision of such additional services or failure to provide such additional services, except for liability for negligence on our part in making such arrangements and such liability for us shall be subject to and limited by the provisions of Article 15.

### **12.2 Surface Transportation**

If we are also providing surface transportation to you, other conditions may apply to the surface transportation.

## ***Article 13: Administrative formalities***

### **13.1 General**

**13.1.1** You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit. **13.1.2** We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### **13.2 Travel Documents**

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

### **13.3 Refusal of Entry**

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against

us by the Government concerned and for the cost of transporting you from that country. We will not refund the fare collected for Carriage to the point of refusal or denied entry.

#### **13.4 Passenger responsible for Fines, Detention Costs, Etc.**

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

#### **13.5 Customs Inspection**

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

#### **13.6 Security Inspection**

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

### ***Article 15: Liability***

**15.1.** Unless otherwise stated herein, Carriage hereunder is subject to the provisions relating to the liability established by the Convention, even where such Carriage is not international Carriage to which the Convention mandatory applies.

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

**15.1.2(b)** We will be liable only for Damage occurring during Carriage on flights or flight segments where our Airline Designator Code (6I) appears in the carrier box of the Ticket for that flight or flight segment and/or the flight or flight segment is operated by us. If another Carrier is operating the flight, you have the right to address a complaint or to make a claim for damages against either us or the other Carrier. With respect to Checked Baggage you may make a claim against the first or last Carrier.

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

**15.1.4(d)** If we are liable to you according to the Convention our liability is limited to Damages for documented losses.

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**15.1.5(e)** We are not responsible for any illness, injury or disability, including death, attributable to your age, mental or physical condition or for the aggravation of such condition, unless this condition or aggravation is a result of an accident that occurred on board the aircraft or in the course of any of the operations of embarking or disembarking.

**15.1.6(f)** Our liability is subject to your provision of relevant documentation, including where applicable documented proof of purchase, including date and price of purchase. In case of liability for Baggage depreciation will be deducted.

**15.1.7(g)** The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorized Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorized Agents, servants, employees

and representatives shall not exceed the amount of our own liability, if any.

## **15.2 Baggage**

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

**15.2.2** 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 to 1131 SDR per passenger.

**15.2.3** If the value of your Checked Baggage is greater than our maximum liability you should inform us at check in or ensure that the Checked Baggage is fully insured prior to travel.

**15.2.4** If your Baggage causes Damage to other persons or property, including our property, you will be liable for such Damage. We will not be liable to you for such Damage caused by your Baggage unless we have been negligent.

**15.2.5** we shall have no liability whatsoever for any loss, delay or Damage to Checked Baggage regarding articles not permitted to be contained in Checked Baggage under Article 8.3.1.- 8.3.4.

**15.2.6.** we shall have no liability whatsoever for any loss, delay or damage to articles not permitted to be contained in Checked baggage under 8.3.1.- 8.3.3. to the extent the loss, delay or damage resulted from the inherent defect, quality or vice of the Checked Baggage.

**15.2.7** We shall have no liability whatsoever for cosmetic and/or superficial damage caused to baggage as a result of normal wear and tear during the course of carriage.

## **15.3 Personal Injury etc.**

**15.3.1** Except as mentioned in art.

**15.3.2** our liability in case of death or injury of Passengers shall not be subject to any financial limit, be it defined by law, the Convention or otherwise.

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**15.3.2** In case of death or injury of Passengers we will not be liable for Damages in excess of 113100 SDR per Passenger where we can prove that the Damage was not due to the negligence or other wrongful act or omission of us or our servants or agents; or such Damage was solely due to the negligence or other wrongful act or omission of a third party.

**15.3.3 Article 15.3.1 and 15.3.2** hereof shall not be applicable in respect of claims made by public social insurance or similar bodies however asserted. We will compensate you or your dependents for recoverable compensatory Damages in excess of payments received from any public social insurance or similar body.

**15.3.4** Nothing herein shall be deemed to affect our rights with regards to any claim brought by, on behalf of, or in respect of any person who has willfully caused Damage, which resulted in your death, wounding or other bodily injury.

**15.3.5** We shall without delay, and in any event not later than fifteen (15) days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. Without prejudice to the above, an advance payment shall not be less than the equivalent in EURO of 16000 SDR per passenger in the event of death. 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: (i) in cases where we prove that the Damage was caused by, or contributed to by the negligence of the injured or deceased Passenger, or (ii) in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to the Damage by negligence or was not the person

entitled to compensation.

**15.3.6** We have at any time sufficient liability insurance (Passenger/third party) to meet any lawful requirement.

#### **15.4 Delay**

**15.4.1** In addition to our obligations described in Article 9, if we have caused a delay for you and/or your Checked Baggage in the Carriage by air, we will only be liable for Damage occasioned by the delay, if we and our servants and agents (such as for instance contracted caterers and ground handling agents) have not taken all measures that could reasonably be required to avoid the Damage. If it was impossible for us or our servants and agents to take such measures, we will not be liable for Damage caused by delay. If we are liable for Damage caused by delay, our liability for such Damage is limited as follows:

**15.4.1.1** For Damage caused by delay in the Carriage of Passengers our liability is limited to 4694 SDR for each Passenger.

**15.4.1.2** For Damage caused by delay in the Carriage of Baggage our liability shall be limited to 1131 SDR for each Passenger.

### ***Article 16: Alterations***

Our Conditions may only be modified in writing by us.

### ***Article 17: Time limitation on claims and actions***

#### **17.1 Notice of Claims**

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

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

#### **17.2 Limitation of Actions**

Any right to Damages according to the Convention shall be extinguished if an action is not brought within 120 days of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the Carriage stopped.

All other actions including actions relating to passenger rights subject to Regulation (EC) 261/2004 shall be limited in accordance with national law.

The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

***Article 18: Other conditions***

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us related to operational safety, punctuality and Passenger convenience. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, disabled Passengers, pregnant women, sick Passengers, restrictions on use of electronic devices and items, transportation of certain dangerous articles and prohibition against smoking and prohibition against consumption of alcoholic beverages onboard which have not been served/sold by our cabin crew.