# General Condition of Carriage For Passengers and Baggage

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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.

The contract gives you the rights to make the journey shown on your ticket. These General Conditions of carriage are part of that contract.

Directflight Limited
WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

**We, us, our** – Directflight Limited

**You, your** – any person holding a ticket who is to be carried or is carried on an aircraft, except members of the crew (see definition of 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 air 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 related 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 other than us, whose airline designator code appears on your ticket or on a conjunction ticket.

**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 normally 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.

**Conjunction ticket** – a ticket we have issued to you in conjunction with another ticket which together make up a single contract of carriage.
**Consumer** – a man or 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).

**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, and 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 purposes 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 ‘Goof 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 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; or
- On a connecting flight from another airport.
Unchecked baggage – your baggage other than your checked baggage (you normally take your unchecked baggage with you on to the aircraft.).

Validity period – the period for which your ticket is valid.

Voluntary fare refund – a refund, under clause 10c, of the fare for your ticket.
2 WHEN THESE CONDITIONS APPLY

a General

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

b Code shares and franchises

On some service we may 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 airline designator code for the flight, another airline may operate the aircraft. If a code share applies to your flight, we or our authorised agents tell you the name of the operator of the flight at the time you make your reservation.

c 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.

d Differences between these conditions of carriages and our regulations

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

e Validity of these conditions of carriage

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

a General

1 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.

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

3 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.

4 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.

5 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.

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

b Ticket validity period

1 Unless it says differently on the ticket, in these conditions of carriage, or in any tariffs which apply, a ticket is valid 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.

2 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.

3 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.

4 If:

• A passenger dies during their journey; and
• Other passengers are travelling in the same party as the dead passenger

We may decide:

• Not to enforce any minimum stay conditions which apply to the tickets of members of the party;
• To extend the validity period of their tickets; or
• Both.

5 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 ticket and those of your immediate family travelling with you by:

- Waiving any minimum stay condition relating to the tickets;
- Extending the validity period of the tickets; or
- Both.

We will not extend the validity period of the tickets for more than 45 days after the date of death.

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

1 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.

2 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 change transportation. You will have the option of either accepting the revised fare or maintaining your original transportation.

3 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 recalculating the fare.

4 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 recalculated 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.

5 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 in the ticket. You may not be able to change these at all or only in you pay us an extra fee to do so.
6 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.

7 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.

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

9 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.

d 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 spoilt, 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.
e Your rights if you are prevented from travelling by events beyond your control

If:

- You are a consumer; and
- 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.

f 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 Tour Regulations 1995 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.

g Our name and address on tickets

Our name may be abbreviated to our airline designator code on the ticket. Our address is Tingwall Airport, Gott, Shetland, ZE2 9XJ. Please also see our timetable for more details of how to contact us.
4 FARES, TAXES, FEES AND CHARGES AND CURRENCY

a Fares

1 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.

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

3 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.

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

b Taxes, fees and charges

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

2 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.

3 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.

4 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.

c Currency

You must pay the fare and any taxes, fees and charges 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

a General

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

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

b 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.

c Personal Information

1 We may use the personal information that you provide, including information about 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;
   • checking credit or other payment cards;
   • immigration and customs control;
   • security, administrative and legal purposes;
   • statistical 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 (in which case we will give you the opportunity to opt out).

2 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;
   • Data processors working for us;
   • Our authorised agents;
   • Government and enforcement agencies; and
   • Credit and other payment card companies.

This may involve sending your personal information outside the European Economic Area.
d **Passengers needing special help or with special needs**

1 If you are a disabled person or have limited mobility and:

- You have told us or our authorised agents that you have special needs, such as a wheelchair, or that you need special help;
- You have asked us or our authorised agents to provide this; and
- We or our authorised agents have agreed, before you check-in, to provide for your special needs or give you special help;

we will not then refuse to carry you because of your disability, limited mobility or special needs.

2 If arrangements to carry them have not been made before check-in, we may decide not to carry

- Unaccompanied children;
- Pregnant women;
- Passengers who are ill; or
- Passengers who are disabled, have limited mobility or need special help;


e **Seating**

1 We will try to honour advance seating requests.

2 We cannot guarantee that you will be able to sit in any particular seat.

3 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.

f **Reconfirming reservations**

1 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.

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

3 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.

4 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

a  Check-in deadlines

Check-in deadlines vary and your journey will be smoother if you allow plenty of time to check-in. Please find the check-in deadlines for your flights before you travel and keep to them.

b  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 are set out in our timetable and you can also ask us or our authorised agents for details at any time.

c  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.

d  You must arrive at the boarding gate on time

You must be present at the boarding gate no 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.

e  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 or fail to be at the boarding gate on time.
7 OUR RIGHT TO REFUSE TO CARRY YOU OR TO BAN YOU FROM TRAVEL

a Our right to refuse to carry you

1 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.

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

3 If you are drunk or under the influence of drink or drugs.

4 If you are, or we reasonably believe you are, in unlawful possession of drugs.

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

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

7 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.

8 If you have used threatening, abusive or insulting words towards our ground staff or a member of the crew of the aircraft.

9 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 if the aircraft.

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

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

12 If you have made a hoax bomb threat.

13 If you have committed a criminal offence during the check-in or boarding process or on board the aircraft.

14 If you have not, or do not appear to have, valid travel documents.

15 If you try to enter a country for which your travel documents are not valid.

16 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.
17 If you destroy your travel documents during the flights.

18 If you have refused to allow us to photocopy your travel documents.

19 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.

20 If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger.

21 If carrying you would break government laws, regulations or orders.

22 If you have refused to give us information which a government authority has asked us to provide about you.

23 If you have not presented a valid ticket.

24 If you have not paid the fare (including any taxes, fees or charges) for your journey.

25 If you have presented a ticket acquired illegally.

26 If you have presented a ticket which you did not buy from us or our authorised agents.

27 If you have presented a ticket which was not issued by us or our authorised agents.

28 If you have presented a ticket which has been reported as being lost or stolen.

29 If you have presented a counterfeit ticket.

30 If you have presented a ticket with an alteration made neither by us or our authorised agents.

31 If you have presented a spoiled, torn or damaged ticket or a ticket which has been tampered with.

32 If you cannot prove you are the person named in the ticket.

33 If you have changed your transportation without our agreement as set out in clause 3c.

34 If you have failed to present your ticket or your boarding pass or your travel documents to us when reasonably asked to do so.

35 If you have failed to complete the check-in process by the check-in deadline.
36 If you have failed to arrive at the boarding gate on time.

37 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.

b Our right to refuse to carry you when we have banned you from our route network

1 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.

2 By a banning order 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.

3 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

a  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.

b  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.

c  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.

d  Firearms

1  On some of our services we do not carry firearms and ammunition.

2  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.
3 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.

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

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

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

7 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.

e Dangerous items you must not take with you on the plane

1 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.

2 You must not take antique, toy or replica guns into the aircraft cabin.

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

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

f Fragile or perishable items must not be packed in baggage checked into 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 electrical devices;
- Share certificates, bonds and other valuable documents;
- Business documents; or
- Passports and other identification documents.
We are not responsible for loss of or damage to forbidden items

If, despite the fact that an item is forbidden under clause 8c, 8e or 8f, you include it in your baggage, we will not be responsible for any loss or damage caused to it.

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.

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

1 For reasons of safety and security we will ask to search and screen you and search, screen or x-ray your baggage. We will always try to search, screen or x-ray your baggage when you are present. However, if you are not available, we may search your baggage in your absence.

If you do now allow us to carry out the necessary safety and security searches, screening and x-rays, we will refuse to carry you and your baggage.

2 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.

Checked baggage (baggage checked into the hold)

1 You must out your name on each item of checked baggage.

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

3 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.

Unchecked baggage (baggage you carry onto the aircraft)

1 We set maximum dimensions and weights for unchecked baggage, which must also:

   - Fit under the seat in front of you; or
   - In an enclosed storage compartment in the cabin of the aircraft.
2 If:

- Your unchecked baggage exceeds 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.

3 We have baggage regulations. Please ask us or our authorised agents for details.

4 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.

Collecting and delivery baggage checked into the hold

1 Unless clause j3 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 claim your checked baggage within (3) three months from the date we make it available, we may dispose of it without any liability to you.

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

3 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.
m 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.

1 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 guide dogs accompanying disabled passengers can be taken into the aircraft cabin.
- Guide dogs will be carried free.
- We will carry domestic pet animals as part of your checked baggage.
- All other animals must be carried as cargo.

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

- You must not take animals into the aircraft cabin.
- Guide dogs accompanying disabled passengers will be carried free as checked baggage.
- Pet dogs and pet cats will be carried as checked baggage.
- We will only carry guide dogs, pet dogs and pet cats if it would be legal for them to arrive as checked baggage at your place of destination.
- All other animals must be carried as cargo.

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

- Except for guide dogs accompanying disabled passengers, animals and their containers 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 part of your 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 fines, 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

a Schedules

1 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.

2 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. If you give us or our authorised agents contact information, we or they will try to let you know about any changes.

4 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.

b Remedies for delays and cancellations

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

2 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.

3 If we:

- Cancel a flight;
- Fail to operate a flight reasonably according to the schedule;
- Fail to stop at your place of stopover or destination; or
- Cause you to miss a connecting flight on which you hold a confirmed reservations;

you can choose one of the (3) three remedies set out immediately following.
Remedy 1

We will carry you as soon as we can on another of our scheduled services on which a seat is available. 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 re-route you within a reasonable period of time to the destination shown on your ticket using either our services or those of another airline, or by some other means which you have agreed with us can be used (for example, by boat). If you are re-routed, we will not charge you extra. If the fare, taxes, fees and charges for the re-routed journey are lower than the amount you have already paid, we will refund you the difference.

Remedy 3

We will give you an involuntary refund.

The above (3) three remedies will be the only remedies available to you and we will have no further liability to you except as may be provided by the convention.

c Denied boarding compensation

If you are denied boarding on an overbooked scheduled flight for which you have both a valid ticket and a confirmed reservation, we will pay you compensation and provide extra services either:

- As required by any law which may apply: or
- As set out in our denied boarding compensation policy.
10 REFUND OF FARES AND TAXES, FEES AND CHARGES

a General

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

2 Unless we say otherwise, we will only make a refund either to the person named on the ticket or to the person who paid for the ticket.

3 You must, if you want a refund, prove to us that you are the person named on the ticket or, if this applies, the person who paid for the ticket.

4 If a ticket has been paid for by someone other than the passenger named on it and it says that there is a restriction on refund, we will only make the refund to the person who paid for the ticket.

5 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.

b Involuntary fare refunds

1 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;
- Fail to operate a flight reasonably according to schedule;
- 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.

2 If you have not used any part of the ticket, the refund will be equal to the fare and any taxes, fees and charges you have paid.

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

1 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.

2 If you have not used any part of the ticket, the refund will be equal to the fare and taxes, fees and charges you have paid, less any cancellation and reasonable administration fees.

3 If you have used part of the ticket, the refund will be equal to the difference between the fares and taxes, fees and charges you have paid and the correct fare taxes, fees and charges for travel between the points for which you have used the ticket, less any cancellation and reasonable administration fees.

d Refund on a lost ticket

1 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 form 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.

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

e Our right to refuse a fare refund

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

2 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.
f  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.

g  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 IN THE AIRCRAFT

a  Unacceptable behaviour

If, while you are on board the aircraft, we reasonably believe that you have:

- Put the aircraft, or any person in it, in danger;
- Deliberately interfered with the crew in carrying out their duties;
- Failed to obey the instructions of the crew relating to safety or security;
- Failed to obey the seat-belt or no-smoking signs;
- Committed a criminal offence;
- Allowed your physical or mental state to become affected by drink or drugs;
- Failed to obey the crew’s instructions relating to drink or drugs;
- Made a hoax bomb threat;
- Threatened, abused or insulted the crew or other passengers;
- Behaved in a threatening, abusive, insulting or disorderly way towards the crew or other passengers; or
- Behaved in a way which causes discomfort, inconvenient, 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.

b  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.

c  Use of 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

a 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.

b If we are also proving 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

a General

1 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.

2 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.

3 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.

b 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 documents with a member of the crew of the aircraft for safe custody until the end of the flight.

c 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.
d  You must repay us fines, detention costs and other charges

If we have to pay any fine, penalty, fee, charges 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.

e  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 the inspection or because you are not present.

f  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 carriage as a single operation for the purposes of the convention. However, please read clause 15f1.
15 LIABILITY FOR DAMAGE

a These conditions of carriage govern our liability to you

These conditions of carriage govern our liability to you.

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

The conditions of carriage of each carrier involved in your journey govern its liability to you.

c International carriage is governed by the convention as modified by this clause

The liability rules of the convention, as varied by the rest of this clause 15, will apply to international carriage, as defined in the convention.

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

1 Our liability for 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, be it defined by law, convention or contract.

2 The obligation of insurance set out in Article 7 of Council Regulation (EEC) No 2407/92 shall be understood as requiring that we shall be insured up to the limit of the liability set out in Clause 15d3 and after that up to a reasonable level.

3 For any damages up to the sum of the equivalent of 100,000 SDRs, we shall not exclude or limit our liability by proving that we or our agents have taken all necessary measures to avoid the damage or that it was impossible for us or our agents to take such measures.

4 Notwithstanding the provisions of Clause 15d3, if we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased passenger we may be exonerated wholly or partly from our liability in accordance with applicable law.

5 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 business proportionate to the hardship suffered.

6 Without prejudice to clause 15d5, an advance payment shall not be less than the equivalent of 15,000 SDRs per passenger in the event of death.

7 An advance payment shall not constitute recognition of our liability.
8 An advance payment may be offset against any subsequent sums paid on the basis of our liability.

9 An advance payment is not returnable, except in the cases described in Clause 15d4, or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

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

e Our liability for damage to baggage

1 We are not liable for damage to unchecked baggage unless we caused the damage by our negligence.

2 Our liability for damage to unchecked baggage is limited by the convention except where you prove that the damage resulted from an act or failure to act either done:

- With the intention of causing damage; or
- Recklessly and with knowledge that damage would probably result.

In most cases the convention provides for a limit of:

- 17 SDRs for each kilo of your checked baggage; and
- 332 SDRs for all your unchecked baggage.

However, if the law which applies provides for different limits of liability, those different limits will apply.

3 If the weight of your checked baggage is not recorded on the baggage check, we will presume that it is not more than the free baggage allowance for the class of carriage concerned.

4 We are not liable for any damage caused by your baggage.

5 You are responsible for any damage caused by your baggage to other people and property, including our property.

6 We are not liable in any way whatever for damage to items which you are forbidden from including in your checked baggage under Clauses 8c and 8f. 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.
f General

1 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.

2 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.

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

4 Our contract of carriage with you (including these conditions of carriage and exclusions or limits of liability) applies to our authorised 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 authorised agents, servants, employees, and representatives will not be more than the total amount of our own liability, if any.

5 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.

6 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

a Receipt by you of checked baggage without complaint will be sufficient evidence of delivery 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.

b Complaints about damage to checked baggage must be made in writing within seven days of receipt of 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.

c 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 ACTIONS 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.
OUR REGULATIONS

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

- Unaccompanied children;
- Passengers with limited mobility;
- Pregnant women and sick passengers;
- Carrying animals;
- Forbidden items in baggage;
- Restrictions on using electronic devices on board the aircraft;
- Smoking and drinking alcohol on board the aircraft; and
- Limits on the measurements, size and weight of baggage.

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