

**BOOKING IMPLIES THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF CARRIAGE AND AGREE TO COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS. FOR THE AVOIDANCE OF DOUBT, NO EMPLOYEE, REPRESENTATIVE OR AGENT HAS THE AUTHORITY TO ALTER, MODIFY OR WAIVE ANY OF THESE CONDITIONS. NO CORRESPONDENCE WILL BE ENTERED INTO PERTAINING TO THE TERMS AND CONDITIONS OF CARRIAGE. ALL FLIGHTS ARE SUBJECT TO THE APPROVAL OF THE UK AND APPROPRIATE FOREIGN GOVERNMENT BODIES.**

**We are based on a "low fares" operation.**

This means that we will give you the best and most competitive fares on the routes which we fly and we do this by eliminating all unnecessary costs and by keeping the administration of bookings as simple as possible.

**Changes to Flight Schedules**

We reserve the right to amend, introduce stops, cancel or consolidate flights as necessary to achieve the high load factors required to maintain profitability whilst offering low fares. Whilst we will try to avoid making changes, we will of course notify you of any material change where it is practical to do so. In this instance we will contact you via your registered email address if the booking was made on the website. Only if the booking was made through our reservation office will you be notified by post. Therefore it is important to inform us of any changes to these details. Changes made at the last minute for industrial action; operational reasons etc; will only be posted on our website. For these reasons and because it is prudent to do so, you should utilise the reconfirmation link on our website prior to your departure, which allows you to view your booking 'live' in our system. You may also phone our call centre on 0870 556 1522 or from outwith the UK +44 131 466 7612, between the hours of 09:00 and 19:00 Mon - Fri, 09:00 and 17:00 on Sat, and 11:00 and 16:00 on Sun. (UK time). Travel Agents may use this method or if the booking was made electronically, via their Viewdata system. Adherence to the above advice is particularly important to those booking far in advance, but in all circumstances is a condition of carriage.

**Onboard Conduct**

Smoking on all flights is strictly prohibited. The Captain of the aircraft retains absolute discretion to (as appropriate) refuse to allow a passenger to board, or deal with passengers on board whom he believes are misbehaving, acting disruptively, or otherwise endangering or inconveniencing other passengers or members of flight or cabin crew. Passengers falling foul of this provision shall be liable to indemnify us in full against any liability or loss we may suffer as a result. We reserve the right to refuse alcoholic beverages to passengers at it's absolute discretion.

**Check-in times**

Check in times	Check in desk opens	Check in desk closes	Recommended Latest Check in	Departure Gate closes
European Flights	2 hours	40 minutes	1 hour	15 minutes
Flights outwith Europe	3 hours	45 minutes	2 hours	40 minutes

Flights to the USA	4 hours	1 hour	2 hours	40 minutes
--------------------	---------	--------	---------	------------

The table above shows the actual opening and closing times prior to the scheduled flight departure time.

We regret no passenger can check in after the desk closure deadline has passed and therefore they will not be permitted to travel or be entitled to a refund, credit or transfer. In any event, we recommend you check-in no later than the recommended time shown above. We regret that passengers who do not make themselves available to board the aircraft before the departure gate closes will not be permitted to travel nor will they be entitled to a refund, credit or free transfer.

### **Identification for check-in and travel**

As we have eliminated tickets, you must be at least be in possession of your confirmation number (the reference given at the time of booking).

In addition it is the passengers responsibility to ensure that they can meet the immigration requirements of the destination country. For example passengers may require visas, a return ticket and proof that they can financially support themselves for the duration of their stay. Great care should be taken to comply with the above as the financial penalties associated with refusal of entry by the immigration authorities are severe [click here for more information](#)

## **INTERNATIONAL FLIGHTS**

### **Adult Passengers**

- A valid passport
- A valid Government issued National Identity Card issued by a European Economic Area (EEA) country is also acceptable for carriage between EEA countries. EEA countries include: Austria, Belgium, Finland, France, Germany, Greece, Cyprus, Czech Republic, Estonia, Hungary, Italy, Liechtenstein, Lithuania, Luxembourg, Netherlands, Malta, Poland, Portugal, Slovakia, Slovenia, Spain, Switzerland.

### **Child/Infant Passengers**

- Valid passport
- Children who are under 16 years (including infants) who do not have their own passport can only travel if accompanied by the parent on whose passport they appear All British passport holders, including children, travelling to the USA under the Visa Waiver Programme will need their own machine-readable passport. For full details please Check with the [UK Passport service](#).
- In some instances children of 18 years or under, travelling without their parents may require written consent from their parents to travel.

## **IMPORTANT REQUIREMENTS FOR VISITORS TO THE UNITED STATES OF AMERICA**

- All adults, children and infants must be in possession of their own valid British Citizens machine-readable Passport valid for the duration of stay in the United States in order to participate in the US Visa Waiver Programme which allows British Citizens to enter America without requiring a visa. (obtained at the airport on departure)

The above plus other useful information is available on the the [US web site](#).

- If not then a US visa may be required and you should contact the US Embassy in London on 09055 44 45 46. Anyone who has ever been arrested or convicted of any offence including some driving offences, has previously overstayed on the Visa Waiver Programme or has had any other immigration problems must contact the US Embassy on 09055 44 45 46 about obtaining a visa.
- Application for a visa can be a lengthy process and an application may be refused so application should be made before booking. Anyone refused boarding or entry to the United States for failing to obtain a visa when required to do so will be liable for any additional flight or other costs incurred as a result of any such refusal.

### **The Visa Waiver Programme (VWP)**

The VWP allows the citizens of certain countries to travel to the USA without having to obtain a visa prior to travel.

The nationalities currently entitled to use the VWP are as follows:

Andorra, Australia, Austria, Belgium, Brunei, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Japan, Liechtenstein, Luxembourg, Monaco, Netherlands, New Zealand, Norway, Portugal, San Marino, Singapore, Slovenia, Spain, Sweden, Switzerland & UK

Nationals of these countries must hold a Machine Readable Passport (MRP) in order to travel under the VWP. Holders of non-MRP passports must obtain a USA visa prior to travelling to the USA.

Other requirements if travelling on the VWP are:

Travelling for business, pleasure or transit only, **and**

Staying in the USA for less than 90 days, **and**

Hold a confirmed return ticket or an e-ticket receipt confirmation **and**

Present a completed I-94W form to the authorities on arrival in the USA. (These forms can be obtained at check-in or on-board the aircraft.)

For upto date information and full details please check with the [US Bureau of Consular Affairs](#).

### **Advance Passenger Information. (API)**

In order to ensure that your check-in at the airport is as smooth as possible and to avoid any additional queues, you are strongly advised to have the following information for all passengers travelling (excluding infants) ready for inspection. Specifically, there is a requirement for all passengers to provide their country of residence and (for non-US residents) details of their full destination address (street name and number, city, zip code and state) for the first night's accommodation in the US. It is important that this information is accurate so that you do not have any delays when you pass through Immigration on arrival. Passengers travelling to the US continue to require a machine-readable passport or valid visa. This is a US Government regulation that requires all airlines to transmit additional

information about passengers prior to the departure of flights to the United States.

**PLEASE NOTE:** We reserve the right to refuse travel if the passport/ID presented is not considered in a suitable condition or shows signs of being tampered with.

Failure to produce as appropriate, valid passports, National Identity Cards, or photo identification matching the names on your reservation will result in you being refused check-in and no refunds will be made if this happens. We reserve the right to refuse carriage to any passenger whose documents do not appear to be in order and no refunds will be made if this happens.

### **Pre-bookable Seating and Extra Leg-room Seats**

Unlike most other airlines, our policy is to assign specific seat numbers at the time of seat selection as we feel this best meets our customers requirements. Unfortunately the seating plans which are available many months in advance, occasionally have to be changed prior to flight departure for operational reasons. When this happens it does mean that seat numbers allocated may have to be changed.

If this occurs we will endeavour to assign comparable seats, notifying you in advance if possible. If the seat numbers assigned to you are not available at the airport for any reason, then a refund will only be made if the new seats assigned are not comparable to the original. In this instance, a refund will only be made upon receipt of your boarding passes. Seats which afford extra legroom i.e. emergency exit/bulkhead seats can be assigned if available, however, these seats will not be guaranteed in the event of an aircraft or routing change.

Passengers under the age of 16 or who have special needs or reduced or limited mobility are not permitted in exit seats. Passengers who occupy exit seats must be able and willing to operate the emergency exit.

We cannot make special arrangements for passengers who have special seating requirements. Our seat pitch is the same as most other similar airlines, therefore passengers who normally experience difficulty due to their size should consider whether or not our service is suitable to their needs. In the event that a decision is made to obtain more space by purchasing two seats, the booking must be made by telephone so that we can ensure that the seats allocated are adjoining.

### **Baggage Allowance**

Cabin baggage which is part of your total free baggage allowance, is restricted to dimensions not in excess of 55x45x20cm (including wheels and handles) per passenger. Passengers must be able to store their hand luggage safely in the overhead storage bins without assistance. Infants under the age of 2 years who have only paid the infant fare, are not entitled to a baggage allowance.

### **EUROPEAN FLIGHTS**

Free baggage allowance is 20kg

### **FLIGHTS OUTWITH EUROPE**

Economy Class - Free baggage allowance is 20kg

Premium Economy Class - Free baggage allowance is 30kg

Business Class - Free baggage allowance is 40kg

### **Extra baggage**

Additional baggage allowance can be purchased in advance at the rate of £15 for 10 kilos per flight sector, [click here to book](#). Excess baggage presented for carriage at the airport if accepted will be charged at a rate of £5.00 per kilo.

Each fare paying passenger is allowed a total maximum baggage weight of 50 kilos including any sports equipment, subject to available space. The maximum weight for any single piece of baggage is 32 kilos. Freight or cargo items cannot be accepted as passenger baggage.

Please note this facility is only available on flights operated by flyglobespan. These flights are identified in the excess baggage booking facility on [www.flyglobespan.com](http://www.flyglobespan.com)

### **Pushchairs, Buggies, and Travel Cots**

Pushchairs, buggies, and travel cots can be taken right up to the aircraft steps and/or door, where they will be taken by cabin crew and stored in the hold. Alternatively, these items may be checked in with your baggage, should you wish to do so. Full size, non-collapsible prams cannot be accepted for travel. Pushchairs, prams and travel cots do not form part of the baggage allowance and therefore no fee will be charged.

Prices shown above are in GBP (£ sterling). Out with the UK they will be applied at the equivalent rate in local currency.

### **Carriage of Diving Equipment**

The following diving equipment can be carried as part of your free baggage allowance, subject to the weight of any single item of baggage not exceeding 32kgs (70lbs) total weight. Extra baggage allowance - Additional baggage allowance can be purchased in advance at the rate of £15.00 (25 euros) for 10 kilos per flight sector, [click here to book](#). Excess baggage presented for carriage at the airport if accepted will be charged at a rate of £5.00 per kilo.

One suitably packed diving kit consisting of not more than one each of the following items:

- face mask
- fins (pair)
- harness
- knife
- pressure gauge
- regulator
- safety vest
- snorkel
- tanks
- weight belt

Note: Cylinders/Tanks must be empty for carriage. Air/Oxygen Cylinders (TANKS) and knives must be carried in your checked hold baggage.

Prices shown above are in GBP (£ sterling). Out with the UK they will be applied at the equivalent rate in local currency.

## **Sporting Equipment**

Due to strict weight regulations, we are limited to the amount and type of sports equipment we can carry on each flight. The carriage of such equipment must be booked in advance. [click here to book](#). A confirmation will be sent to you by email. You MUST take this with you when you travel. If this confirmation is not presented at check-in, payment for the items will have to be made again. Sporting equipment is carried on a limited release basis, i.e. entirely at your own risk for loss, damage or delay.

### **IMPORTANT**

Sporting equipment will be carried subject to load and as such we cannot guarantee space on the flight on which you are booked for such items. In the unlikely event that space is not available, the equipment will be sent on the next flight with available space. Passengers CANNOT turn up at the airport with any type of sports equipment which has not been pre-booked.

### **Charges for items permitted for carriage**

Bicycles - £15 per flight sector

Bicycles must be wrapped in stiff cardboard with the pedals off and the handlebars turned in line with the frame

Golf Clubs - £15 per flight sector

Snowboards - £15 per flight sector

Bowls - £15 per flight sector

Skis - £15 per flight sector

Body Boards - £15 per flight sector

The maximum weight allowed for any one piece of sporting equipment is 16 kilos.

Excess baggage charges of £5 per kilo payable at the airport will apply to any sporting equipment exceeding the weights stipulated.

Prices shown above are in GBP (£ sterling). Out with the UK they will be applied at the equivalent rate in local currency.

### **Prohibited Items**

To ensure your safety, any items which in our reasonable opinion could be used to endanger the Aircraft, the Crew or any of its passengers are prohibited from being taken into the cabin as hand luggage. Dangerous articles (e.g. explosives, compressed gases, flammable liquids and solids, radioactive materials, corrosives, oxidising materials, poisons and infectious substances) must not be carried in baggage.

### **Loss/Damage to Baggage**

You are advised to take out travel insurance to cover loss, damage or delay to baggage. We will not be liable for damage to unchecked baggage unless such damage is caused by our negligence.

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 1,000 Special Drawing Rights per Passenger in respect of checked and unchecked baggage, provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply. If the weight of your checked baggage

is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. Outsize baggage, sporting equipment, folding pushchairs/buggy, travel cots etc are only carried on a limited release basis, i.e. entirely at your own risk for loss, damage or delay.

If, in the case of checked baggage, a higher value is declared in writing before travel in accordance with our applicable regulations, our liability shall be limited (subject to the Warsaw Convention or Montreal Convention) to such higher declared value to a maximum limit of £1,500 (or local currency equivalent) provided that a premium has been paid to us in advance in respect of the checked baggage at the rate of £0.50 (or local currency equivalent) per each £50 (or local currency equivalent) (or part thereof) in excess of the limits of liability specified above.

We will not accept responsibility for perishable, damaged or fragile baggage or for minor damage to the exterior of baggage (eg stains soiling, dents or scratches) resulting from general wear and tear or water damage to non-waterproof baggage, protruding parts such as wheels, straps, pull handles, or other items which are attached to your baggage or items lost as a result of badly packed baggage. We are not liable for any damage caused by your baggage. You shall be responsible for any damage caused by your baggage to other persons or property, including our property.

We shall have no liability whatsoever for damage to articles not permitted to be contained in checked baggage under Article 7, including, but not limited, fragile or perishable items, valuable items (including, but not limited to, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, bottled alcohol, cigarettes, high value new cosmetics and perfumes and other highly desirable items), any medication or medical equipment which may be required in-flight or during your trip or which cannot be swiftly replaced if lost or damaged, house or car keys, valuable documents (including, but not limited to, business documents, passports and other identification documents, negotiable papers, securities, deeds) or samples.

If you experience any loss or damage to baggage, you should in the first instance advise the ground handling staff at your arrival airport. Please note that we will not accept liability for valuable items (e.g. jewellery, laptops, cash, electrical equipment, documents). No damages shall be recoverable for lost or damaged luggage unless you complain immediately after the discovery of the loss or damage and at the latest within 7 days from the date of receipt, or in the case of delay, within 21 days from the date you received the baggage. The limits of our liability in relation to baggage are described in detail in the Terms and Conditions below.

## **Children**

We do not allow unaccompanied children under the age of 16 years to travel. Infants under the age of 2 years (on the date of departure of the flight concerned) may fly on payment of the relevant Airport taxes and fees per single journey provided they sit on the knee of a paying adult who has responsibility for that infant. As such, two infants could only travel with two adults who are responsible for their welfare etc. For children older than 2 years, the price of flights is the same as for adults. Please note that baby/child car seats are allowed on board the aircraft, ONLY if a seat has been purchased for the infant. All other baby/child seats will be carried as checked-in baggage but, will NOT be included as part of your allowance ie. carried free of charge.

A charge may be made locally for hire of cots and other charges (i.e. Infant's food consumption).

Children under the age of 18 travelling from France or Spain holding an ID card must have a completed parental authorisation form to leave their country of nationality. (forms can be obtained from the local town hall or police station and must be completed by the parents or guardian and carried at all times whilst travelling). However if they are in possession of a valid passport this form is not required. Special conditions may apply to children travelling other than with their parents for example children travelling to / from South Africa under the age of 18 years must hold written consent from their parents when travelling alone. Under Portuguese Law, anyone under the age of 18 travelling to or from Portugal should be accompanied by their parent or guardian. If they are travelling unaccompanied, then a letter of authority from the parent or guardian needs to be presented to the Portuguese immigration authorities. If in doubt you must check with the appropriate embassy.

### **Automatic balance collection**

The debit to your credit/debit card will be made by GLOBESPAN and will appear on your statement as such. Should you have an outstanding balance your credit/debit card will be automatically debited on your balance due date. The following fees will apply: Switch/Delta/Visa Debit £2 per transaction, Visa/Mastercard 2% per transaction. These charges are subject to change at any time. Should you wish to pay by alternative means, please contact our Credit Control Department on 0131 229 9663 no later than 7 days prior to your balance due date.

### **Changes to bookings**

Name changes on a round trip booking can only be changed on a round trip basis. Names on a one way booking may also be changed. Name change can be made any time up to 5pm 2 days prior to the schedule departure of the outbound flight. [Click here to modify your booking](#).

Travel dates can be changed up to 7 days prior to departure of the said flight and may be amended to any other date currently on sale. Outbound and inbound sectors can only be changed once. In addition to the fees shown above, any increase in airfare will be levied. No refund will be made if the airfare is lower. Date changes must be made to our call centre on 08700 541 222 (+44 131 466 7609 if calling from outwith the UK) between the hours of Mon-Fri 9.00am-8.00pm, Sat 9.00am-5.00pm and Sun 10.00am - 5.00pm. E-mailed flight changes will not be accepted. No change to route permitted.

	<b>Europe Flights/ Packages</b>	<b>Flights/Packages outwith Europe</b>
Date changes	£19	£35
Name changes online	£19	£35
Name changes by phone	£24	£40

Fees shown are per person per sector.

Prices shown above are in GBP (£ sterling). Out with the UK they will be applied at the equivalent rate in local currency.

### **Cancellations and refunds**

All cancellations must be made online - [click here to cancel](#) or by telephone to our Call Centre 08700 541 222 between the hours of Mon - Fri 9.00am - 8.00pm and Sat 9.00am - 5.00pm and Sun 10.00am - 5.00pm; e-mailed cancellations will not be accepted. Cancellation charge is a percentage of total price: any insurance premium paid is also forfeited on cancellation. Any amendment fees previously charged do not form part of the price paid and as such will be retained by the company in the event of cancellation. Any refund due includes any Air Passenger Duty paid.

**Cancellation by the passenger:**

<b>Period before scheduled departure within which cancellation made</b>	<b>Europe Flight Only</b>	<b>All Packages plus flight only outwith Europe</b>	<b>Extra Baggage/Sporting Equipment / Transfer Bookings</b>
More than 70 Days	80%	Deposit Only	100%
70 - 56 Days	80%	80%	100%
55 - 15 days	80%	80%	100%
14 days - 12 noon day before departure	90%	90%	100%
After 12 noon day before departure	100%	100%	100%

Refunds shown include any Air Passenger Duty Paid.

**If we have to cancel a flight**

If we have to cancel a flight for any reason, and no suitable alternative flight is available, then we will upon application refund all monies paid in respect of the cancelled flight. Such refund shall be made to the individuals who paid for each seat. Requests for refunds should in the first instance be made by phoning our Call Centre 08700 541 222 (+44 131 466 7609 if calling from out with the UK) is open between the hours of Mon - Fri 9.00am - 7.00pm and Sat 9.00am - 5.00pm and Sun 10.00am - 5.00pm.

**Flight No Shows**

If you don't cancel your flight prior to departure but require a written confirmation that you did not travel for insurance purposes, a £15 fee per booking will apply.

**Expectant mothers**

Expectant mothers may travel up to and including the 27th week of their pregnancy. They may also travel between the 28th and 35th week with a doctor's medical certificate confirming that they are fit to fly and that any return sector is completed within the period. Pregnant persons are not acceptable for travel on or after the 36th week of pregnancy.

**Wheelchair Users or Passengers with Special Needs or Medical Conditions**

For safety reasons the number of passengers with restricted mobility carried on each flight is limited and is subject to numbers and therefore passengers with special requirements MUST BOOK BY PHONE (all online discounts will be honoured).

If after discussion it is agreed that we are able to meet your requirements we will record the

type and level of assistance required, for use by our airport Check-In staff and aircraft Cabin Crew.

Our Call Centre can be contacted on (+44) 0131 466 7609 between the hours of 9.00am to 8.00pm Monday to Friday, 9.00am to 5.00pm Saturday and 10.00am to 5.00pm Sunday.

If you wish to book outside of these hours you may do so online however, it is a condition of carriage that you contact us by telephone on (+44) 0131 466 7609 no later than the day after booking to submit your request for assistance. If we are unable to comply with your request a full refund will be granted.

We would caution any passengers with special needs requirements against leaving notice of their needs until they arrive at the airport as there is no guarantee that we will in anyway be able to comply with their requests/requirements. It will in all probability be impossible for the check-in staff to assist them and they will have to seek assistance or advice from our Ground Handling Agents.

Should you have special needs and require the presence of a care assistant, then please ensure that you arrange for one to travel with you. There shall be a maximum of two special needs passengers per care assistant. The care assistant will need to comply with the same obligations as all other passengers.

Only wheelchairs and mobility aids weighing 60kgs or less (excluding battery), whereby no single piece weighs in excess of 32kgs can be accepted for travel. Wheelchairs are carried on a limited release basis, i.e. entirely at your own risk for loss, damage or delay; we strongly recommend passengers obtain adequate travel insurance to cover them in such circumstances.

Wheelchairs that are powered by (dry-cell) sealed, non-spillable types of battery are also acceptable for carriage. Wheelchairs meeting our criteria will be carried free of charge in addition to the passengers normal baggage allowance. We will not carry wheelchairs with (wet-cell) un-sealed, spillable batteries.

### **Onward flights**

Only flights that are published as connecting and are promoted as a through service can be guaranteed, otherwise, if your journey involves more than one flight, you will need to retrieve and then check-in your luggage separately for each flight. You should allow at least 90 minutes between flights. No refunds or compensation can be paid in respect of missed flight connections.

### **Code Share**

Some flights may be operated on behalf of flyglobespan by another carrier, under a code share agreement. These flights will operate under a flyglobespan flight number and are identified on the flight timetable on [www.flyglobespan.com](http://www.flyglobespan.com)

### **Translations**

Whilst we take every care in the quality of the translation of its terms and conditions and any other information provided on our website the English language version will prevail in case of any or all discrepancies.

## **Complaints**

All complaints must be made in writing within 30 days of your return to Customer Relations, The Globespan Group Plc, Colinton House, 10 West Mill Road, Edinburgh EH13 0NX, please note that no telephone communications will be entered into.

## **FORM OF NOTICE REQUIRED BY EC REGULATION 889/2002 - APPLICABLE TO EU CARRIERS ONLY**

The text of this summary is taken from EC Regulation 889/2002 and is given to you pursuant to the requirements of that Regulation. Please note that Regulation 889/2002 provides that this summary cannot be used as a basis for a claim for compensation, or as a basis to interpret the provisions of that Regulation or the Montreal Convention.

### **Air carrier liability for passengers and their baggage**

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

### **Compensation in the case of death or injury**

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### **Advance payments**

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximate amount in local currency).

### **Passenger delays**

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approximately amount in local currency).

### **Baggage delays**

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (approximate amount in local currency).

### **Destruction, loss or damage to baggage**

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

### **Higher limits for baggage**

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

### **Complaints on baggage**

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

### **Liability of contracting and actual carriers**

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

### **Time limit for action**

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

### **Basis for the information**

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

## **TERMS AND CONDITIONS OF CARRIAGE**

All carriage is offered by us in accordance with the conditions of carriage as set out below. Where flights are operated by an alternative air carrier as nominated by us - carriage on such flights are subject to the general terms and conditions of carriage of the alternative carrier.

With effect from 31 March 2005 please note that certain flights maybe operated on behalf of us by other carriers under our Airline Designator Code by way of sub-service. These flights are exempt from UK ATOL Regulations.

### **ARTICLE I: DEFINITIONS**

Agreed Stopping Places means those places, except the place of departure and the place of destination, set forth in the ticket or shown in Carrier's timetables as scheduled stopping places on the passenger's route.

Baggage means such articles, effects and other personal property of a passenger as are necessary or appropriate for his or her wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger.

Baggage Check means those portions of the ticket which relate to the carriage of the passenger's checked baggage.

Baggage Identification Tag means a document issued by Carrier solely for identification of checked baggage.

Boarding Pass means a document issued by Carrier at the check in desk upon being satisfied

that a passenger accords with the Confirmation Number the passenger presents.

Carrier includes the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his or her baggage there under.

Conditions of carriage includes the conditions of carriage of the Air Carrier issuing the ticket and all Air Carriers that carry or undertake to carry the passenger and/or his or her baggage there under.

Checked Baggage means baggage which Carrier takes sole custody and for which Carrier has used a baggage check.

Confirmation Number means the number the passenger is given by the Carrier to identify each flight reservation made by the passenger which is confirmed by the Carrier

Damage includes, death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto. Additionally it means damage occasioned by delay in the carriage of passengers or baggage.

Days means 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 that for purposes of determining duration of validity the day upon which the ticket is issued or the flight commenced, shall not be counted.

Flight means a journey by aircraft or by other means of transportation including surface transportation.

Important Notes means rules, other than these Conditions, published by Carrier and in effect on date of ticket issue, governing carriage of passengers and/or baggage and shall include applicable tariffs in force.

Passenger means any person, except members of the crew, carried or to be carried in an aircraft or other means of transportation including surface transportation with the consent of Carrier.

Special Drawing Rights are an international unit of account based upon the values of several leading currencies. The currency values of the Special Drawing right fluctuate and are re-calculated each banking day. These values are known to most commercial banks and are reported regularly in leading financial journals.

Stopover means a deliberate interruption of the journey by the passenger at a point between the place of departure and the place of destination, which has been agreed to in advance by the Carrier.

Ticket means the confirmation of flight details (including the Confirmation Number) together with conditions of contract and important notices issued by us or on our behalf (whether in the form of a Confirmation Letter, Account or the equivalent information on the Website) and the Boarding Pass issued at check-in;

Unchecked Baggage means any baggage of the passenger other than checked baggage.

Warsaw Convention means whichever of the following instruments is applicable to the contract of carriage: - the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12th October 1929 (hereinafter referred to as the Warsaw Convention); - the Warsaw Convention as amended at The Hague on 28th September 1955; - the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal 1975; - the Warsaw Convention as amended at The Hague in 1955 and by Additional Protocol No.2 of Montreal 1975; - the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No.4 of Montreal 1975. - Guadalajara Supplementary Convention (1961).

Website means the internet site of [www.flyglobespan.com](http://www.flyglobespan.com)

## **ARTICLE II: APPLICABILITY**

### **General**

1. (a) Except as provided in Paragraphs 2, 3, 4, and 5 of this Article, these Conditions of Carriage apply to all carriage by air or by other means of transportation including surface transportation of all passengers and baggage, performed by Carrier for reward.

(b) These Conditions also apply to gratuitous and reduced fare carriage except to the extent that Carrier has provided other in its Important Notes or in the relevant contracts or passes.

### **Carriage To/From Canada and USA**

2. (a) These Conditions apply to carriage between places in Canada or between a place in Canada and any place outside thereof only to the extent they are incorporated in tariffs in force in Canada.

(b) These Conditions do not apply to air transportation as defined in the US Federal Aviation Act 1958.

### **Charter Agreements**

3. With respect to carriage of passengers and baggage pursuant to a charter agreement with a Carrier, such carriage shall be subject to such Carrier's charter Important Notes applicable thereto, if any, and these Conditions shall not apply except to the extent provided in said Important Notes. Where a Carrier has no charter Important Notes applicable to such charter agreement, these Conditions shall apply to such agreement except that the Carrier reserves the right to exclude the application of all or any part of these Conditions and, in case of divergence between the applicable provisions of these Conditions and the conditions contained or referred to in the charter agreement, the latter shall prevail and the passenger, by accepting carriage pursuant to a charter agreement, whether or not concluded with the passengers, agrees to be bound by the applicable terms thereof.

### **Overriding Law**

4. To the extent that any provision contained or referred to herein is contrary to anything contained in the Warsaw Convention or Montreal Convention where applicable and in any applicable laws, government Important Notes, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

### **Conditions Prevail Over Carrier's Important Notes**

5. Except as provided herein, in the event of inconsistency between these Conditions and Carrier's Important Notes, these Conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case the tariffs shall prevail.

## **ARTICLE III: TICKETS**

### **Ticket Prima Facie Evidence of Contract**

1. The Ticket constitutes prima facie evidence of the contract of carriage between Carrier and the passenger.

### **Requirement for Confirmation**

2. A person shall not be entitled to be carried on a flight unless that person presents a Confirmation Number validly and duly issued in accordance with Carrier's Important Notes or matches the identity of the person who made the booking.

### **Ticket not Transferable**

3. A Ticket is only transferable to the extent described in the Carrier's Important Notes. If a Confirmation Number is presented by someone other than the person entitled to be carried thereunder, Carrier shall not be liable to the person so entitled if in good faith it provides carriage thereunder.

### **Period of Validity**

4. A Ticket is valid for carriage solely for the flight to which it relates.

### **Name and Address of Carrier**

5. Carrier's name may be abbreviated in the ticket. Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of Carrier's name in the 'CARRIER; box in the ticket, although this should not be taken to be the place where the Carrier is domiciled or ordinarily resident for the purposes of the Warsaw Convention or Montreal Convention.

### **Personal Data**

6. The passenger recognises that personal data has been given to Carrier for the purposes of carriage and for obtaining ancillary services. For these purposes the passenger authorises Carrier to retain such data and to transmit it to its own offices, governmental agencies, other carriers or the providers of such services, in whatever country they may be located.

### **Seating**

7. Carrier does not guarantee to provide any particular seat in the aircraft and the passenger agrees to accept any seat that may be allotted on the flight.

## **ARTICLE IV: FARES AND CHARGES**

### **General**

1. Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airport and between airports and town terminals, unless provided by Carrier without additional charge.

### **Taxes and Charges**

2. Any tax or other charges imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charged to and shall be payable by the passenger.

### **Currency**

3. Fares and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the Carrier's prevailing rate of exchange from time to time.

## **ARTICLE V: CHECK-IN**

The passenger shall arrive at Carrier's check-in location and boarding gates sufficiently in advance of flight departure to permit completion of any government or airport formalities and departure procedures and in any event not later than the time that may be indicated by Carrier. If the passenger fails to arrive at Carrier's check-in location no later than 40 minutes before the scheduled departure time of the aircraft, or fails to make themselves available at the correct boarding gate no later than 15 minutes before the scheduled departure time or appears improperly documented and not ready to travel, Carrier may cancel the space reserved for him or her and will not delay the flight. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

## **ARTICLE VI: REFUSAL OF AND LIMITATION ON CARRIAGE**

### **Right to Refuse Carriage**

1. Carrier may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, Carrier determines that:

- (a) such action is necessary in order to comply with any applicable laws, Important Notes or orders of any state or country to be flown from, into or over; or
- (b) the conduct, age or mental or physical state of the passenger is such as to:
  - (i) require special assistance of Carrier beyond that which it can reasonably be expected to provide; or
  - (ii) cause discomfort or make himself or herself objectionable to other persons or to property; or
  - (iii) involve any hazard or risk to himself or herself or to other persons or to property or
- (c) such action is necessary because the passenger has failed to observe the instructions of the Carrier; or
- (d) the passenger has refused to submit to a security check; or
- (e) the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the passenger (or the person paying for the flight) have not been complied with;
- (f) the passenger does not appear to be properly documented or the confirmation number presented by the passenger has been acquired or is being used deceitfully or unlawfully; or
- (g) the person presenting the confirmation number cannot prove that he or she is the person named in the 'NAME OF PASSENGER' box, and Carrier reserves the right to retain such ticket.

### **Limitation on Carriage**

2. Acceptance for carriage of incapacitated persons, pregnant women or persons with illness may be subject to prior arrangement with Carrier, in accordance with Important Notes. The

Carrier will not carry unaccompanied children under the age of 16.

### **Refusal to carry or removal of passenger**

3. If, due to a passenger's behaviour, conduct, mental or physical condition, the Carrier has in the exercise of its reasonable discretion, refused to carry a passenger, or removed such a passenger en route the passenger will not be entitled to further carriage or to a refund either in respect of the sector the subject of the refusal of carriage or removal. The Carrier will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route. The passenger shall indemnify the Carrier in full against any losses arising from the refusal of carriage or removal.

## **ARTICLE VII: BAGGAGE**

### **Items Unacceptable as Baggage**

1. (a) The passenger shall not include in his or her baggage: (i) items which do not constitute baggage as defined in Article I hereof; (ii) items which are likely to endanger the aircraft or persons or property in board the aircraft, such as those specified in the Dangerous Goods & Regulations of the International Civil Aviation Organisation (ICAO) and the International Air Transport Association (IATA), and in Carrier's Important Notes. (Further information is available from Carrier on request); (iii) items the carriage of which is prohibited by the applicable laws, Important Notes or orders of any state to be flown from, to or over; (iv) items which in the opinion of Carrier are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items; (v) Firearms and ammunition will not be accepted for carriage. (b) The passenger shall not include in checked or hand baggage Dangerous Goods Items as specified in 1(a)(ii) including matches or lighters. On routes to / from the USA lighters are not permitted for carriage.

- Fragile or perishable items, money, jewellery, precious metals, silverware, electrical goods, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples should not be included in checked baggage. (c) Weapons such as antique swords, knives and similar items may be accepted as checked baggage, unless prohibited by the applicable laws . (d) If any items referred to in Subparagraph (a) and (b) of this Paragraph are carried, whether or not they are prohibited from carriage as baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable to the carriage of baggage.

The above information contains the main points relating to items which may be carried on all routes. Passengers travelling to / from the USA should also visit the website of the [US Department of Homeland Security](#) where further detailed information can be found.

### **Right to refuse Carriage**

2. (a) Carrier may refuse carriage as baggage of such items described in Paragraph 1 of this Article as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.

(b) Carrier may refuse to carry as baggage any item because of its size, shape, weight or character.

(c) Unless advance arrangements for its carriage have been made with Carrier, Carrier may carry on later flights baggage which is in excess of the applicable free allowance.

(d) Carrier may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

### **Right of Search**

3. (a) For reasons of safety and security, Carrier may request the passenger to permit a search to be made of his or her person and his or her baggage, and may search or have searched the passenger's baggage in his or her absence if the passenger is not available, for the purpose of determining whether he or she is in possession of or whether his or her baggage contains any item described in Paragraph 1 (a) above or any arms or munitions which have not been presented to Carrier in accordance with Paragraph 1 (b) above. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or baggage.

(b) The security authorities of some countries require checked baggage to be secured in such a manner that it can be opened in the Passenger's absence without the possibility of causing damage. It is the Passenger's responsibility to make him or herself aware of and comply with any such requirements.

### **Checked Baggage**

4. (a) Upon delivery to Carrier of baggage to be checked, Carrier shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.

(b) If baggage has no name, initials or other personal identification, the passenger shall affix such identification to the baggage prior to acceptance.

(c) Checked baggage will be carried on the same aircraft as the passenger, unless Carrier decides that this is impractical, in which case Carrier will carry the checked baggage on Carrier's next flight on which space is available.

(d) The Passenger must ensure that his or her checked and unchecked baggage is sufficiently robust and sufficiently secure to withstand the normal rigours of carriage by air without sustaining damage, save for normal wear and tear, and that, subject to paragraph 3(b) above, the baggage is properly locked.

### **Free Baggage Allowance**

5. Passengers may carry free of charge baggage as specified and subject to the conditions and limitations in Important Notes

### **Excess Baggage**

6. In its absolute discretion Carrier chooses not to carry excess baggage other than as stated in its Important Notes - Baggage section.

### **Unchecked Baggage**

7. (a) Baggage which the passenger carries on to the aircraft must fit under seat in front of the passenger or in an enclosed storage compartment in the cabin. Items determined by the Carrier to be of excessive weight or size will not be permitted in the cabin.

(b) Objects not suitable in the opinion of the Carrier, for transport in the cargo compartment (such as, but not limited to, delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by Carrier. The transport of such objects will be charged for separately.

### **Collection and Delivery of Baggage**

8 (a) The passenger shall collect his or her baggage as soon as it is available for collection at places of destination or stopover.

(b) Only the bearer of the baggage check and identification tag, delivered to the passenger at the time the baggage was checked, is entitled to delivery of baggage. Failure to exhibit the baggage identification tag shall not prevent delivery provided the baggage check is produced

and the baggage is identified by other means.

(c) If a person claiming the baggage is unable to produce the baggage check and identify the baggage by means of a baggage (identification) tag, Carrier will deliver the baggage to such person only on condition that he or she establishes to the Carrier's satisfaction his or her right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.

(d) Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

(e) In the event of mis-routed baggage, or other complaints related to the carriage of baggage, the passenger should contact in the first instance the our Call Centre.

### **Unclaimed Baggage**

9. Title in any baggage which is unclaimed after being in the Carrier's possession for four calendar months shall be deemed to pass to the Carrier which may make such arrangements for the disposal of baggage and the proceeds of sale arising therefrom as Carrier shall see fit.

### **Animals**

10. The Carrier shall not carry any animals.

### **Items Removed from Passengers by Airport Security Personnel**

11. Carrier will not be responsible for, nor have any liability in respect of, items removed from passengers from their baggage by airport security personnel acting in accordance with international or government Important Notes, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to the Carrier.

## **ARTICLE VIII: SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS**

### **Schedules**

1(a) Carrier undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. Times shown in timetables or elsewhere are approximate and not guaranteed and do not form part of the contract of carriage. Schedules are subject to change without notice and Carrier assumes no responsibility for making connections.

(b) Carrier may, without notice, substitute alternative carriers or aircraft.

(c) Carrier may without notice cancel, terminate, divert, introduce stops, postpone or delay any flight.

(d) In the event of cancellation Carrier will make a refund in accordance with Article IX and the Carrier's Important Notes.

In the event of diversion Carrier will arrange for Passenger to be transported (at Carrier's expense) to the place of destination to which the flight was intended to be bound.

In the event of delay or disruption to Carrier's published schedule, Carrier's liability to the passenger shall be as set out in Carrier's Important Notes.

(e) Where a cancellation or significant alteration is made to Carrier's schedule before the date of departure, Carrier will use reasonable efforts to inform passengers of any such cancellation or alteration.

2. Except in the case of its acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agents or representatives of Carrier as to the dates or times of departure or arrival or as to the operation of the flight.

## **ARTICLE IX: REFUNDS**

### **Refund of Scheduled Tickets**

1. Scheduled tickets are refundable solely to the extent described in Carrier's Important Notes.

### **How refunds are made**

2. Such refund shall be made only to the person who has paid the fare or to that person's order, who may be required to produce satisfactory proof of original payment.

Except in the case of lost Tickets, refunds will only be made on surrender to us of any other documentation provided by us in relation to carriage. A refund made to anyone presenting the Ticket or any other documentation provided by us in relation to carriage and holding himself out as a person to whom refund may be made in terms of subparagraphs (a) or (b) of this paragraph shall be deemed a proper refund and shall discharge us from liability and any further claim for refund.

The method of obtaining a refund shall be as described in the Carrier's Important Notes.

## **ARTICLE X: ARRANGEMENTS ON BEHALF OF PASSENGERS**

If in the course of concluding the contract by carriage by air, Carrier also agrees to make arrangements for the provision of additional services, Carrier does so only as the agent of the passenger and shall have no liability to the passenger except for negligence on its part in making such arrangements.

## **ARTICLE XI: ADMINISTRATIVE FORMALITIES**

### **General**

1(a) Carrier shall not be responsible for any losses arising from any passenger failing to comply with any of the obligations outlined in this Article. Passenger shall indemnify the Carrier against any liability arising from the passenger's failure to comply with the terms of this Article.

(b) The passenger shall be solely responsible for complying with all laws, Important Notes, orders, demands and travel requirements of countries to be flown from, into or over, and with Carrier's Important Notes and instructions. Carrier shall not be liable for any aid or information given by any agent or employee of Carrier to any passenger in connection with obtaining necessary documents or visa or complying with such laws, Important Notes, orders, demands and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his or her failure to obtain such documents or visa to comply with such laws, Important Notes, orders, demands, requirements rules or instructions.

### **Travel Documents**

2. The passenger shall present all exit, entry, health and other documents required by laws, Important Notes, orders, demands or requirements of the countries concerned. Carrier reserves the right to refuse carriage of any passenger who has not complied with applicable laws, Important Notes, orders, demands or requirements or whose documents do not appear to be in order.

**Refusal of Entry**

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

**Passenger Responsible for Fines, Detentions Costs etc.**

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

**Customs Inspection**

5. If required, the passenger shall attend inspection of his or her baggage, checked or unchecked, by customs or other government officials. Carrier is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

**Security Inspection**

6. The passenger shall submit to any security checks by government or airport officials or by Carrier.

**ARTICLE XII: LIABILITY FOR DAMAGE**

1. Save as provided by the EC Regulation 2027/97, carriage by carrier is subject to the rules and limitations relating to liability established by the Warsaw Convention or Montreal Convention unless such carriage is not international carriage to which these Conventions apply.

2. The following conditions apply to all carriage by the carrier (whether in accordance with EC Regulation or otherwise):

(i) In the event of an accident resulting in the death, wounding or other bodily injury of a Passenger whilst on board an aircraft operated by carrier or in the course of any of the operations of embarking or disembarking, the amount of damages payable is not subject to any financial limit (be it defined by law, the Warsaw Convention or Montreal Convention or contract).

(ii) If the carrier proves that the damage was caused by, or contributed to by, the negligence of the Passenger the carrier may be exonerated wholly or in part from our liability in accordance with applicable law.

(iii) In the event of an accident resulting in the death, wounding or other bodily injury to a Passenger whilst on board an aircraft operated by carrier or in the course of any of the operations of embarking or disembarking, the carrier 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 (by a court or otherwise), make such advance payments as may be required to meet the immediate economic needs of that person on a basis proportional to the hardship suffered, provided that in the event of death the advance payment will not be less than the

equivalent of 16,000 Special Drawing Rights per passenger.

(iv) Any advance payment paid pursuant to the above:

- shall not be construed as an admission of liability by the carrier and is made without prejudice to any defence which the carrier are entitled to assert;
- may be offset against any subsequent sums payable on the basis of the carrier being held liable;
- is not returnable unless the Carrier subsequently proves that: (1) the Damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the deceased or injured passenger to whom the payment relates or if different, the person claiming compensation or the person from whom he or she derives his or her rights; or (2) the person who received the payment was not the person entitled to compensation under applicable law. Save to the extent that applicable law may otherwise provide, where any advanced payment paid, or any part thereof, is returnable to the carrier as detailed above, the person who received the payment concerned shall make the repayment to the carrier immediately upon the relevant proof being established (in a court or otherwise), together with interest calculated from the date of receipt of the payment by that person until the date of repayment to the carrier, at the then current judgment rate applicable in the court having jurisdiction. In respect of any advance payment to be made pursuant to paragraph 2(c) above or any figure expressed in terms of an equivalent in Euros to an amount in Special Drawing Rights:
  - the amount of the Euro equivalent shall be calculated at the prevailing rate set by the International Monetary Fund for the relevant date;
  - in circumstances where the United Kingdom has not introduced the Euro as legal tender on the relevant date, any payment shall be made, or as the case may be any figure shall be interpreted, as Pounds Sterling by applying the prevailing market conversion rate for Pounds Sterling to Euros for the relevant date of payment or determination as the case may be. The carrier confirms that the carrier has liability insurance cover per passenger of at least 100,000 Special Drawing Rights and not less than the minimum amount stipulated by the Civil Aviation Authority.

3. The Carrier will not be liable for damages in excess of 100,000 Special Drawing Rights per Passenger where the Carrier can prove that the Damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or such Damage was solely due to the negligence or other wrongful act or omission of a third party.

4. The carrier's liability in respect of Checked Baggage and Unchecked Baggage is limited as follows: except as provided by Article 7(e) and (f) below, the Carrier's maximum liability is limited to the national currency equivalent of 1,000 Special Drawing Rights per passenger, as specified in the Montreal Convention.

5. Special Drawing Rights shall be converted into the appropriate national currency as at the date of judgment or settlement.

6. To the extent not in conflict with the foregoing and whether or not the Warsaw Convention or Montreal Convention applies:

(a) The carrier is liable only for damage occurring on its flights. A carrier issuing a ticket or checking Baggage on the flights of another carrier does so only as agent for such other carrier. Nevertheless, in cases where the Warsaw Convention or Montreal Convention applies with respect to Checked Baggage a Passenger may also have a right of action against the first or

last carrier (in addition to any right of action against the carrier who performed the carriage during which the accident or delay occurred).

(b) The carrier is not liable for damage to Unchecked Baggage unless such damage is caused by its negligence. If there has been contributory negligence on your part, the carrier's liability shall be subject to the applicable law relating to contributory negligence.

(c) The Carrier shall have no liability where the Damage resulted from the inherent defect, quality or vice of the Baggage. Likewise we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigours of transportation by air (see also Article XII 4(d) regarding the suitability of your Baggage for transportation by air).

(d) The carrier is not liable for damage arising from its compliance with any laws or Government regulations, orders or requirement, or from your failure to comply with the same.

(e) The maximum limit of liability stated at 4 above shall not apply if the damage resulted from acts or omissions done by the carrier, its servants or agents with intent to cause damage or recklessly and with knowledge that damage to Checked Baggage would probably result. If the weight of the Baggage is not recorded on the Baggage Check or Baggage Identification Tag, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free Baggage allowance for the class of service concerned, as provided in the carrier's Regulations. Checked Baggage a higher value declare to the carrier at check-in of the Baggage concerned and any supplementary charge required by the carrier is paid liability shall be limited to such higher declared value

(f) Where your Baggage has a greater value than the limit of the Carrier's liability stated in Article XII 4, you should bring that fact to Carrier's attention at check-in so that you may make a special declaration and pay a supplementary sum according to the Carrier's tariff, which is available on request, or fully insure the value of the Baggage prior to travel. In any event, any portion of the value of your Baggage above the Carrier's applicable limit of liability should be insured by you prior to travel.

(g) The carrier's liability shall not exceed the amount of proven damages. The carrier shall furthermore not be liable for indirect or consequential damages of any nature whatsoever and howsoever arising.

The carrier is not liable for injury to a Passenger or for Damage to a Passenger's Baggage caused by property contained in such Passenger's Baggage. Any Passenger whose property causes injury to another person or Damage to another person's property or to carrier's property shall indemnify the carrier in respect of all claims against the carrier and also for all losses and expenses incurred by the carrier as a result thereof.

(h) The carrier is not liable for Damage to Articles not permitted to be contained (whether or not the carrier knew that such Articles were so contained) in Checked Baggage as set out in Article VII above except where and to the extent that the Warsaw Convention or Montreal Convention otherwise provides.

If the carrier carries you, and your age or mental or physical condition is such as to involve any hazard or risk to you, the carrier shall not be liable in any way whatsoever for any illness, injury or disability including death, attributable to such condition or for the aggravation of such condition arising out of the normal consequences of carriage by air.

Any exclusion or limitation of carrier's liability shall apply to and be for the benefit of its agents, employees and representatives and any person whose aircraft is used by carrier and such person's agents, employees and representatives. The aggregate amount recoverable from the carrier and from such agents, employees, representatives and person and such person's agents, employees and representatives shall not exceed the amount of its limit of liability.

8. Unless expressly provided nothing herein shall waive any exclusion or limitation of the carrier's liability under the Warsaw Convention or Montreal Convention or applicable laws.

9.(a) The Carrier's liability for Damage occasioned by delay in the carriage of Passengers by air is limited to 4,150 Special Drawing Rights per Passenger as specified in the Montreal Convention unless the Carrier can prove that the Carrier and its servants and agents took all measure that could reasonably be required to avoid the damage or that it was impossible to take such measures.

(b) The limits of liability stated in 9(a) shall not apply if the Damage resulted from the Carrier's act or omission done with the intent to cause damage or recklessly with the knowledge that Damage would probably result.

10. Any summary of the main provisions of the Carrier's liability set out in the Passenger's ticket or provided by the carrier or by a third party on the carrier's behalf, or by any other means, cannot be used as a basis for a claim for compensation, nor to interpret their provisions of Article XII of these Conditions of Carriage.

### **ARTICLE XIII: TIME FOR BAGGAGE CLAIMS, PROCESSING OF BAGGAGE CLAIMS AND TIME LIMITS FOR ALL ACTIONS FOR DAMAGES**

#### **Notice of Claims**

1. No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains to Carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his or her disposal. Every complaint must be made in writing and dispatched within the times aforesaid.

#### **Processing of Baggage Claims**

2. (a) All claims for compensation for damage to baggage must be accompanied by an itemised list identifying each affected item and giving a description, including the manufacturer and age of the item, together with proof of purchase or evidence of ownership in respect of all such items. The passenger is not required to provide proof of purchase for items with a value of less than £5.00 (or local currently equivalent), or items more than 5 years old with a claim value of less than £50.00 (or local currency equivalent). The carrier will deduct an amount from the passenger's claim to account for depreciation where the carrier considers it appropriate.

(b) In the case of a compensation claim for physical damage for baggage, the passenger must retain the damaged baggage and produce it to the carrier on the carrier's request in order the carrier may examine it to assess the nature and extent of the damage and whether the damage is capable of repair.

(c) In the event that the passenger wishes to claim for the costs of replacing an individual item which forms part of a claim for damage to baggage, the passenger must consult the carrier before incurring the replacement cost, or otherwise it may not be included in the compensation payable to the passenger. This does not apply where the total cost of such replacement item does not exceed £25.00 (or local currency equivalent). The passenger must include proof of purchase of the replacement items when making the claim. The passenger is not required to make proof of purchase for any item with the cost of less than £5.00 (or local currency equivalent).

(d) In respect of all claims for damages concerning the passengers baggage, the passenger must provide the carrier with all information that the carrier requests to assess the eligibility

of the passengers claim and the amount of damages payable.

(e) If the carrier requires the passenger to do so, the passenger must sign a statement of truth regarding the facts and value of the passenger's claim for damage to the passengers baggage before the carrier will make payment to the passenger.

(f) If the passenger fails to comply to the relevant requirements of this Article XIII 9 the passenger may adversely affect the amount of compensation to which he or she is entitled.

### **Limitation of Actions**

3. Any right to damages shall be extinguished if an action is not brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

### **ARTICLE XIV: MODIFICATION AND WAIVER**

1. Carrier may at any time cancel, terminate, amend or alter all or any part of these Conditions of Carriage or Carriers Important Notes or charter tariffs (where applicable).

2. For the avoidance of doubt, no employee, representative or agent has the authority to alter, modify or waive any of these Regulations. Booking with us implies you have read, understood and agree to be bound by the terms and conditions of carriage and agree to comply with all applicable laws, rules and regulations. No correspondence shall be entered into pertaining to the terms and conditions of carriage.

### **ARTICLE XV: APPLICABLE LAW AND JURISDICTION**

These conditions of carriage and any dispute arising under or in connection with them shall be governed by the laws of Scotland irrespective of where the contract of carriage is entered into and any dispute not amicably resolved shall be subject to the exclusive jurisdiction of the Scottish courts.