

1. General Conditions of Carriage for Passengers and Baggage

ARTICLE 1: DEFINITIONS AND INTERPRETATION

Throughout these conditions the following words and expressions shall have the following meaning:

"we", "our" "ourselves" and "us" - *Jet2.com* Limited trading as *Jet2.com*.

"you", "your" and "yourself" - any person, except members of the crew, carried or to be carried in an aircraft, pursuant to a valid **flight** booking. (See also "**passenger**").

"**additional services**" – any products and services purchased by **you** which are provided by third party providers.

"**baggage**" – **your** personal property accompanying **you** in connection with **your** trip. Unless otherwise specified by **us**, it includes both **your** checked and **unchecked baggage**.

"**baggage check**" – the **itinerary/receipt** issued and delivered to **you** at the time of **flight** booking.

"**baggage identification tag**" – a document issued solely for identification of each piece of **checked baggage**.

"**checked baggage**" – **baggage** of which **we** take custody and for which **we** have issued a **baggage identification tag** for transportation pursuant to **your ticket**.

"**confirmation number**" – the alpha-numeric included under the heading '**confirmation number**' in the **itinerary/receipt** issued and delivered to **you** at the time of **flight** booking or subsequently.

"**damage**" – includes death, wounding, or bodily injury to a **passenger** It also includes loss, partial loss, theft or other **damage**, arising out of or in connection with carriage or other services incidental to it performed by **us**. Additionally it means damage occasioned by delay in the carriage of passengers or baggage.

"**days**" – all seven **days** of the week; provided that, for the purpose of notification, the day on which notice is dispatched shall not be counted; and furthermore, for purposes of determining duration of validity of a **ticket**, the day upon which the **ticket** is issued, or the **flight** commenced shall not be counted.

"**designer baggage**" – **baggage** which bears a logo of a so-called designer manufacturer and is sold at inflated prices.

"**EC Regulations**" – European Union Regulations currently in force including but not limited to EC Regulation 2027/97, 889/2002 and 261/2004

"fare" – the amount charged and paid for the relevant **flight**, excluding taxes, fees and charges imposed by government or other authority or by the operator of an airport and in effect on the date of travel and also excluding payment card or handling fees.

"flight" – a **flight** from one point indicated on the **itinerary/receipt** to the next.

"itinerary/receipt" – the document (or documents) marked **"itinerary/receipt"** we issue at the time of **flight** booking and deliver by hand, by post, fax, or e-mail that contains **flight** booking details (**passenger** name(s), dates and times of flights), fare paid and method of payment, **confirmation number**, **our** conditions of contract and certain notices.

"journey" – a single **flight** from one airport to another airport.

"limited release" – entirely at **your** own risk for loss, **damage** or delay

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

"outsize items" – large **baggage** which includes, but is not limited to, windsurfing boards, body/surf boards, scuba tanks, bicycles, golf clubs, skis/snowboards and pushchairs.

"passenger" – any person, except members of the crew, carried or to be carried in an aircraft pursuant to a **ticket** with **our** consent. (See also **"you"**, **"your"** and **"yourself"**).

"SDR" – a Special Drawing Right, which is the composite unit of currency constituting the official unit of exchange of the International Monetary Fund.

"ticket" – the **itinerary/receipt** issued and delivered to **you** at the time of **flight** booking.

"unchecked baggage" – any of **your baggage** other than **checked baggage**.

"Warsaw Convention" – whichever of the following instruments are applicable:-

- The Convention of the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 21 October 1929 (hereinafter referred to as the Warsaw Convention);
- The Warsaw Convention as amended at The Hague on 28 September 1955;
- The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- The Guadalajara Convention (1961);

"website" means the internet site of www.jet2.com

ARTICLE 2: APPLICABILITY

2.1 General

Except as provided in Articles 2.2 and 2.3, these conditions of carriage will apply to all flights we operate or which are operated by another airline on **our** behalf for the carriage of **our passengers**. For the avoidance of doubt, they do not apply to any **additional services** purchased. These **additional services** are subject to the terms and conditions of the relevant third party provider.

2.2 Overriding law

These conditions of carriage are applicable unless they are inconsistent with applicable law, in which event such laws shall prevail. If any provision of these conditions of carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.3 Conditions prevail over regulations

Except as provided in these conditions of carriage, in the event of inconsistency between these conditions of carriage and any of **our** regulations dealing with particular subjects, these conditions of carriage shall prevail.

ARTICLE 3: TICKETS

3.1 Transferability and non-use

3.1.1 The **itinerary/receipt** constitutes prima facie evidence of the contract of carriage between **us** and the **passenger**

3.1.2 A person shall not be entitled to be carried on a **flight** unless that person presents a **confirmation number** validly and duly issued by **us** in respect of that person for that **flight**.

3.1.3 Use of a **confirmation number** to travel aboard an aircraft is not transferable to any other route. It is also not transferable to any other person, or to any other **flight(s)** unless :

3.1.3.1 **you** want to transfer **your** booking no later than 3 hours before the time of the **flight** specified in **your itinerary/receipt** and you make successful contact with our Call Centre or Sales Desk and our booking system facilitates your particular request, or you complete the transaction successfully by electronic means before this time;

3.1.3.2 **you** give **us** the full name, address and contact number of the person to whom **you** want the new **itinerary/receipt** to be issued;

3.1.3.3 **you** pay **us** the difference between the fare already paid and the current available new fare on **your** chosen **flight** at the time of making such a change (be it a name, **flight** or date change) and to which **you** wish to transfer **your**

confirmation number together with any additional taxes, fees and charges applicable to **your** new **flight(s)** in accordance with Article 4. Name changes can only be actioned by our Call Centre or Sales Desks.

3.1.3.4 you pay us an administration fee of 15GBP/ 25EUR/ 35CHF/ 750CZK/ 180NOK/ 90PLN (or any discounted rate **we** may state for limited on-line changes) for each sector for processing the transfer and issuing the new **itinerary/receipt** (which may include a revised **confirmation number**).

3.1.4 If a **confirmation number** is presented at check-in by someone other than the person entitled to be carried thereunder, **we** shall not be liable to the person so entitled if in good faith **we** have provided carriage to someone who has produced a false identification.

3.2 Period of validity

3.2.1 A **confirmation number** is valid for carriage solely for the **flight** or flights to which it relates or to which it has subsequently been changed, within current published schedules, and accepted by **us**.

3.2.2 In the event of death of a **passenger** en route, the tickets of persons accompanying the **passenger** may be modified by extending the validity. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than 45 **Days** from the date of the death. **We** may charge **you** an administration fee of 15GBP/ 25EUR/ 35CHF/ 750CZK/ 180NOK/ 90PLN for processing each extension of validity and issuing a new **itinerary/receipt**.

3.2.3 Tickets purchased on **our** flights are non-refundable. All travellers are recommended to take out travel insurance. If **your** booking is completely unused because **you** are prevented from travelling due to unusual and unforeseen circumstances solely beyond **your** control, **passengers** are advised to contact their travel insurance company. To assist any claim, upon written request and for a small administration fee, **we** can provide a letter stating that **Jet2.com** is a non-refundable airline.

3.3 Omitted

3.4 Name, address and VAT no. of carrier

Our name may be abbreviated to **our** airline designator code (LS) in the **itinerary/receipt**. **Jet2.com** is a trading name of **Jet2.com** Limited, registered in England, number 2739537. **Our** registered office is at Building 470, Bournemouth International Airport, Christchurch, Dorset, BH23 6SE, England, VAT no. GB 355 5672 31.

3.5 Personal Data

You recognise that **your** personal data has been provided to **us** for the purposes of making a reservation; issuing an **itinerary/receipt**; issuing a boarding pass and other ancillary documentation associated with **your** travel; advising **you** of changes in **your** itinerary;

responding to **your** queries and requests; issuing receipts; providing **you** with **your** transportation and ancillary services related to **your** travel; administration of accounting, billing and auditing procedures and other administrative purposes; facilitating immigration and entry procedures; facilitating security checks; meeting security requirements; dealing with customs control; and prevention and detection of crime; handling customer relations issues; analysis of statistics; assisting **us** in future transactions with **you**; systems testing; market analysis; tailoring **our** marketing to **your** specific travel needs; benchmarking and performance measures; maintenance or development training; meeting legal obligations to **you**; making data available to government agencies in connection with **your** travel. For all these purposes, **you** authorise **us** to retain and use such data and to transmit it to and/or share it with **our** own offices, **our** authorised agents, other companies/brands in the group, to anyone to whom **we** transfer **our** rights and duties, third party companies offering related services including, but not limited to, car rentals and hotels, government agencies, credit and other payment card companies, other carriers or the providers of the afore-mentioned services. **We** may also retain **your** personal data for direct marketing, but not without **your** authority. Sensitive personal data, such as data relating to **your** health or disabilities, religion, criminal record or otherwise may be processed by **us**. **You** recognise that, by providing **us** with such sensitive personal data **you** give **your** explicit consent to **us** to process it. **We** undertake to collect, process, store and transfer **your** data in compliance with relevant EU data protection legislation. In processing **your** data **we** may transfer it, from time to time, to countries which may not afford the same level of protection. **We** may also monitor and/or record **your** telephone conversations to ensure consistent service levels, prevent/detect fraud and for training purposes.

3.6 Seating

We do not guarantee the provision of any particular seat in the aircraft and the **passenger** agrees to accept any seat that may be allocated at check-in. **We** reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons. On certain **flights**, **we** may allocate emergency exit seats on request, subject to **our** opinion of **your** suitability to occupy these seats, and payment by **you** of a non-refundable locally chargeable fee.

3.7 Aircraft

3.7.1 For **your** carriage, **we** will try to provide the aircraft specified in **our** timetable or specified to **you** at the time of issue of **your** ticket, however, **we** cannot guarantee any particular aircraft. **We** reserve the right to substitute a different aircraft type and model. This may be necessary for operational, safety or security reasons or because of unusual or unforeseen circumstances beyond **our** control.

3.7.2 There may be occasions where it is necessary for **us** to temporarily supplement **our** fleet with aircraft operated for **our** benefit by another airline. In such circumstances, **we** shall try to ensure that **you** receive the same level of in-flight service and **baggage** allowance advertised for **your** flight but **we** cannot guarantee that this will always be possible.

3.7.3 Wherever another carrier operates **your** flight, the expressions to "**we**", "**our**", "**ourselves**" and "**us**" will also apply to such carrier.

ARTICLE 4: FARES, TAXES, FEES AND CHARGES

4.1 General

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 to/from **your** departure and destination airports. Prices shown on **our** websites and in **our** advertising are subject to change without prior notice and are only guaranteed when **your** contract is confirmed and payment has been taken. In circumstances where a booking does not complete because the seats at the particular fare you wanted have been sold to someone else before your transaction completed, our appointed payment provider will automatically issue a refund to your payment card for the full transaction cost within minutes. On-line discounts and promotional fares are not available through our Call Centre and Sales Desks. Charges for excess and **outside items** are subject to payment at the prevailing rate on the date of travel. **We** reserve the right to levy a reasonable administration charge for any service offered which is not directly related to **your** carriage and to which **you** are advised of and agree to in advance.

4.2 Taxes, fees and charges

Any taxes, fees and charges imposed by government or other authority, or by the operator of an airport and in effect on the date of travel, whether imposed directly on the **passenger** or payable by **us** on the **passenger's** behalf or in respect of the **passenger's** carriage, shall be payable by the **passenger** and are in addition to the published fares. When **you** purchase **your** air travel from **us**, **you** will be advised of the total taxes, fees and charges not included in the fare. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of issue of **your itinerary/receipt**. If there is any subsequent increase in a tax, fee or charge, **you** will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after the date of issue or **your itinerary/receipt**, **you** will be obliged to pay it. Conversely, if there is any reduction in tax, fee or charges levied and effective before the date of travel, **we** shall, on application, refund **you** the full amount of that reduction.

4.3 Exceptional circumstances surcharges

In exceptional circumstances, charges may be imposed on **us** by third parties which are of a type or amount not normally applicable to **our** operations (for example, but not limited to, insurance premium supplements or additional security costs triggered by terrorism). Where such charges relate to carriage of **passengers**, **we** shall be entitled to require **you** to pay, as fare surcharges, all such charges attributable by **us** to **your** carriage (even if imposed after the date of issue of **your Ticket**), save that where the total of all surcharges payable exceeds £25 (or the equivalent amount in the currency used to purchase the **ticket**), **you** may choose not to pay and receive an involuntary refund in accordance with the provisions of Article 9.2.

4.4 Currency

Fares, taxes, fees and charges are payable in the currency in which the fare is paid, unless another currency is indicated by **us** at the time payment is made. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the prevailing rate of exchange from time to time. **We** have no responsibility for **your** bank charges or any currency conversion charges which **your** bank may charge **you**. **We** have no

responsibility for the consequences of any delays on the part of **your** bank crediting refunds to **your** account.

ARTICLE 5: CHECK-IN AND BOARDING

5.1 Check-in

You must have completed the check-in process sufficiently in advance of the time of **flight** departure to permit completion of any government formalities and departure procedures, such as immigration and customs. Check-in deadlines are different at every airport and **we** recommend that **you** inform **yourself** about these check-in deadlines and honour them. **We** require **you** to present **yourself** for check-in not later than any minimum time specified by **us**.

5.2 Boarding

You must be present at the boarding gate not later than the time specified by **us** at the time **you** check-in.

5.3 Lateness

5.3.1 We may cancel the space reserved for **you** if **you** fail to arrive at **our** check-in location no later than 40 minutes (30 minutes on domestic flights for passengers with hand baggage only) before the scheduled departure time of the aircraft, or fail to make **yourself** available at the correct boarding gate no later than 20 minutes before the scheduled departure time, or if **you** appear improperly documented and not ready to travel.

5.3.2 We will not be liable to **you** for any loss or expense incurred due to **your** failure to comply with the provisions of this Article 5.

ARTICLE 6: REFUSAL AND LIMITATION OF CARRIAGE

6.1 Right to refuse carriage

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

6.1.1 Refusal to carry is necessary in order to comply with any applicable government laws, regulations, or orders;

6.1.2 You commit a criminal offence during any of the operations of embarkation on **your flight**, or disembarkation, or on board the aircraft;

6.1.3 You fail to observe safety or security instructions of, or obstruct or hinder, ground staff in the performance of their duties;

6.1.4 You use threatening, abusive or insulting words or behave in a threatening, abusive or insulting manner to any of our employees, ground staff or members of the crew prior to or during boarding the aircraft or disembarkation;

6.1.5 The carriage of **you** and/or **your baggage** may endanger or affect, or has endangered or affected, the safety of the aircraft or anyone in the aircraft;

6.1.6 Carriage of **you** and/or **your baggage** may endanger or affect the safety or health of or anyone in the aircraft;

6.1.7 Carriage of **you** or **your unchecked baggage** may materially affect the comfort of other **passengers**;

6.1.8 Your mental or physical state, including **your** impairment from alcohol or drugs, appears to present a hazard or risk to **yourself**, to **passengers**, to crew, or to the aircraft or property in it, or represents a likely source of material annoyance or discomfort to other **passengers**;

6.1.9 You have refused to submit to a security check for **yourself** or **your baggage**;

6.1.10 You fail to observe **our** instructions with respect to safety or security and comfort of other **passengers** on matters such as, but not limited to, seating, storage of **unchecked baggage**, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to mobile/cellular phones, laptop computers, PDAs, portable recorder, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices;

6.1.11 You are, or **we** reasonably suspect **you** are, in the unlawful possession of drugs;

6.1.12 You have made, or attempted to make, a hoax bomb or hijack threat or any other security threat; or

6.1.13 You have not paid the applicable fare, taxes or charges or exceptional surcharges for **your** journey;

6.1.14 You do not appear to have valid travel documents, or **you** seek, or may seek to enter a country through which **you** may be in transit or for which **you** do not have valid travel documents, or **you** destroy, or may destroy, **your** documents during **flight**, or **you** refuse to allow **us** to copy **your** travel documents or **you** refuse to surrender **your** travel documents to the **flight** crew, against receipt, when so requested;

6.1.15 You do not appear to be able to meet requisite visa requirements in relation to any country through which **you** may be in transit or into which **you** may seek entry;

6.1.16 We have been informed by the immigration or other authorities of the country to which **you** are travelling, or for a country in which **you** have a stopover planned, that **you** will not be permitted entry to such country even if **you** have valid travel documents;

6.1.17 You have failed to give **us** information in **your** possession which a governmental authority has lawfully asked **us** to give about **you**;

6.1.18 The person presenting the **confirmation number** cannot prove that he or she is the person named in **our** records as the **passenger** booked for the **flight**.

6.1.19 You do not appear, and cannot reasonably satisfy **us** otherwise, that **you** are medically fit to travel or to fly, as required by Article 6.2;

6.1.20 You, or someone who is legally responsible for **you** if **you** are a minor, has failed to comply with the requirements of Article 7.3;

6.1.21 You, or someone for whom **you** are responsible travelling with **you** (such as, but not limited to, a minor) is not permitted by law, court order or bail conditions from leaving the jurisdiction of the place of departure of the aircraft;

6.1.22 You have previously committed one of the acts or omissions referred to above or have committed misconduct on a previous **flight** of the type referred to in Article 10.1.

6.1.23 We have notified **you** that **we** would not at any time after the date of such notice carry **you** on **our flights**.

6.2 Fitness to travel and fly

Prior to boarding the aircraft for carriage **you** must be reasonably satisfied that **you** are medically fit to travel and fly. No medical examination is necessary unless **you** have any reason to suspect, or ought reasonably to know, that **you** have a condition which might be exacerbated by the normal operation of an aircraft or could cause **you** difficulty if **you** are unable to gain access before the end of **your flight** to professional medical assistance. As diversions and delays may be unavoidable for safety reasons, **you** must be fit enough so that **your** health will not be jeopardised by the normal inconveniences associated with modern day air travel. If **you** have any doubt whatsoever **you** are obliged to seek professional medical advice before flying with **us**. Whenever **you** are aware of a health condition of the type just mentioned, but have been advised that **you** are fit to travel and fly provided certain precautions are taken (for example, use of medication), it is **your** responsibility to ensure that all such precautions are in fact taken before, during and after **your flight**, as the case may be and that **you** are able, if requested to do so, to produce written evidence of **your** fitness to fly.

6.3 Special Assistance

Acceptance for carriage of unaccompanied children under the age of 14 years, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance (such as a wheelchair) is subject to prior arrangement with **us**. Children under the age of 14 can only travel if accompanied by a person aged 16 years or over who will take full responsibility for them. If **you** have a disability and **you** have advised **us** of it and notified to **us** any special requirements prior to check-in and **we** have then agreed to satisfy those special requirements **we** shall not subsequently refuse **you** carriage on the basis of **your** disability or any agreed special requirements unless **you** fail to comply with these conditions of carriage including, but not limited to, Articles 6.1 and 6.2.

6.4 Refusal to carry or removal of passenger

If due to a **passenger's** behaviour, conduct, mental or physical condition, **we** or another carrier pursuant to Article 3.7 has in the exercise of its reasonable discretion pursuant to Articles 6.1 or 10, refused to carry a **passenger**, or removal such a **passenger** en route by diverting the aircraft, 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. **We** 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 **us** in full against any losses arising from the refusal of carriage or removal.

ARTICLE 7: BAGGAGE

7.1 Free baggage allowance

You may carry some **baggage** free of charge, subject to these conditions of carriage and limitations, the normal **baggage** allowance for each seat-occupying **passenger** is:
Hold **Baggage** - 1 piece (Max 18kg) excluding **outsized items** plus 1 foldable pushchair*/buggy* and child's car seat* (*carried on a **limited release** basis); Cabin **Baggage** - 1 piece (Max 10kg & no larger than 46 cm x 30 cm x 23cm)

7.2 Excess baggage

You will be required to pay an extra charge for carriage of **baggage** in excess of the free **baggage** allowance. The rates are available from **us** upon request and are chargeable at the prevailing rate on the date of travel. Please note that **we** are not obliged to carry any **baggage** in excess of **your** normal allowance of 18kg hold baggage and 10kg cabin baggage and any such excess **baggage** will be carried subject to space available. **Outsized baggage**, including pushchairs, travel cots, child car seats, wheelchairs and sporting equipment may be carried on a "Limited Release" basis i.e. entirely at **your** own risk for loss, **damage** or delay. No single item of **baggage** may weigh more than 32kg.

7.3 Items unacceptable as baggage

7.3.1 **You** must not include in **your** baggage:

7.3.1.1 Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in **our** regulations (further information is available from **us** on request);

7.3.1.2 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;

7.3.1.3 Items that are considered by **us** to be unsuitable for carriage by reason of their weight, size, shape, or character or which are fragile or perishable;

Information and advice about unacceptable items is available on request at **our** Call Centre and Sales Desks.

7.3.2 Firearms and ammunition are prohibited from carriage as **baggage**.

7.3.3 We may, at **our** discretion accept as **checked baggage**, workmen's tools and weapons such as antique firearms, swords, knives, toy or replica guns and similar items on a "**limited release**" basis, but they will not be permitted in the cabin of the aircraft.

7.3.4 You must not include in **checked baggage** fragile or perishable items, valuable items (including, but not limited to, money, jewellery, precious metals, computers, electronic devices, cameras, 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) or samples. If an item of **unchecked baggage** is required, for any reason, to become **checked baggage**, you must remove all items of the type just mentioned beforehand.

7.3.5 If, despite being prohibited, any items referred to in Articles 7.3.1 to 7.3.4 are included in **your baggage**, we shall not be responsible for any loss or **damage** to such items.

7.4 Right to refuse carriage

7.4.1 Subject to Articles 7.3.2 and 7.3.3, we will refuse to carry as **baggage** the items described in Article 7.3, and we may refuse further carriage of any such items on discovery.

7.4.2 We may refuse to carry as **baggage** any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, contents or character, or for safety or operational reasons, or in the interests of the comfort and convenience of other **passengers**.

7.4.3 We may refuse to accept **baggage** for carriage unless it is properly and securely packed in suitable containers.

7.5 Right of search

7.5.1 For reasons of safety and security we request that you permit a search, x-ray or other type of scan be made of **your** person and **baggage**. If you are not available, **your baggage** may be searched in **your** absence for the purpose of determining whether you are in possession of or whether **your baggage** contains any item described in Article 7.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with Articles 7.3.2 or 7.3.3. If you are unwilling to comply with such request we may refuse to carry you and **your baggage**. In the event an x-ray or other scan causes **damage** to you or **your baggage**, we shall not be liable for such **damage** unless due to **our** fault or negligence.

7.5.2 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 **your** responsibility to make **yourself** aware of and comply with any such requirements.

7.6 Checked baggage

7.6.1 On delivery to **us** of **your baggage** which **you** wish to check or of **your baggage** which **we** require **you** to check prior to boarding **we** will take custody of, and issue a **baggage identification tag** for, each piece of such **baggage**.

7.6.2 Checked **baggage** must have **your** name or other personal identification affixed to it.

7.6.3 Checked **baggage** will, whenever possible, be carried on the same aircraft as **you**, unless **we** decide for safety, security or operational reasons, or because of unusual or unforeseen circumstance beyond **our** control, to carry it on an alternative **flight**. If **your checked baggage** is carried on a subsequent **flight** **we** will try to notify **you** of when it is available for collection if **you** have provided **us** with a contact number or e-mail address.

7.6.4 **You** must ensure that **your checked baggage** and **your 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 **your baggage** is properly locked, subject to the provisions of Article 7.5.2 of which it is **your** responsibility to make **yourself** aware of and comply with any such requirements.

7.7 Unchecked baggage (Cabin baggage)

7.7.1 **We** specify maximum dimensions for **baggage** that **you** carry on to the aircraft (see Article 7.1). Any **baggage** that **you** carry onto the aircraft must fit under the seat in front of **you** or in an enclosed storage compartment in the cabin of the aircraft. If **your baggage** cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried in the hold as **checked baggage**.

7.7.2 **We** may, when space permits, allow **you** to carry a 'laptop' personal computer, over and above **your** cabin **baggage** allowance. When space does not permit, **we** may require the laptop to be assessed as part of **your** free **baggage** allowance, and carried as **checked baggage** the laptop and such other items of **baggage** that otherwise would be carried in the **passenger** cabin.

7.7.3 Objects not suitable for carriage as **checked baggage** (such as delicate musical instruments), and which do not meet the requirements in Article 7.7.1 hereto, will only be accepted for carriage in the **passenger** cabin if **you** have given **us** notice in advance and permission has been granted by **us**. **You** may have to pay an extra charge for this service.

7.8 Collection and delivery of checked baggage

7.8.1 Subject to Article 7.6.3, **you** are required to collect **your checked baggage** as soon as it is made available at **your** destination. **We** accept no responsibility for any **baggage** not collected from the appropriate arrivals **baggage** console or collection point and will charge **you** in respect of any costs **we** incur as a result of **baggage**, which **you** do not collect. Should **your checked baggage** not be claimed within 2 months of the time it is made available, **we** may dispose of it without any liability to **you**.

7.8.2 Only the bearer of the **baggage check** and **baggage identification tag** is entitled to delivery of the **checked baggage**. **We** cannot take any responsibility for ensuring that such bearer is entitled to delivery.

7.8.3 If a person claiming **checked baggage** is unable to produce the **baggage check** and identify the **baggage** by means of a **baggage identification tag**, **we** will deliver the **baggage** to such person only on condition that he or she establishes to **our** satisfaction his or her right to the **baggage**.

7.9 Animals

7.9.1 With the exception of registered guide dogs, accompanying a **passenger** with seeing or hearing disabilities, which may be permitted to travel on domestic flights, subject to prior agreement, no animals will be accepted for carriage on the aircraft.

7.9.2 **We** accept no responsibility for any animals that **we** refuse to carry on the aircraft and **you** will be solely responsible for making all necessary arrangements in respect of the same. Furthermore, **we** exclude any liability in the event of **your** being unable to travel as a result of **our** refusal to carry any animal **you** may attempt to carry on the aircraft.

7.10 Items Removed from Passengers by Airport Security Personnel

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

ARTICLE 8: FLIGHT TIMINGS, DELAYS, CANCELLATION OF FLIGHTS

8.1 Schedules

8.1.1 **We** shall endeavour to carry **you** and **your baggage** with reasonable dispatch and to adhere to planned schedules in effect on the date of travel. Sometimes, for operational reasons or because of unusual or unforeseen circumstances beyond **our** control, **we** may decide to re-schedule the time of a **flight**. Consequently times shown in timetables cannot be guaranteed and form no part of **your** contract with **us**.

8.1.2 Before **we** accept **your** booking, **we** will notify **you** of the scheduled **flight** time or general time of day in effect as of that time, and it will be shown on **your itinerary/receipt**. If the scheduled **flight** time is changed by **us** after **your itinerary/receipt** has been issued, **we** will use reasonable efforts to inform you of any such changes if you have provided us with an email address or telephone contact number. **You** must re-check **your** flight times via **our** on-line View **Your** Booking facility or on-line timetables between 24 and 72 hours before date of travel.

8.1.3 If, after the purchase of **your** air travel with **us**, **we** make a significant change to the scheduled **flight** time which is not reasonably acceptable to **you**, **you** will be entitled to an involuntary refund in accordance with Article 8.2

8.2 Cancellation, rerouting, delays, etc.

8.2.1 The time of **flight** departures and the duration of flights are not guaranteed. For operational, safety or security reasons or because of unusual or unforeseen circumstances beyond **our** control, delays may occur, but **we** will take all reasonably necessary measures to avoid delay in carrying **you** and **your baggage**.

8.2.2 For operational, commercial, safety or security reasons or because of unusual or unforeseen circumstances beyond **our** control, **we** may cancel, terminate, divert, postpone or delay any **flight** or cease operations on any route.

8.2.3 If **we** decide to cancel, terminate, divert, postpone or delay **your flight**, or cease operations on the route **your flight** forms part of, after **your itinerary/receipt** has been issued, **we** will try to notify **you** of such change using the email address **you** advised at the time of booking. **You** must therefore check your email inbox and notify **us** if **you** change **your** email address. **We** may also attempt to contact **you** by telephone using the contact number given to **us** at the time of booking. The contact addressee is responsible for notifying any changes to all passengers on the flight booking.

8.2.4 Except as otherwise provided by the **Warsaw Convention** or the **Montreal Convention or EC Regulations**, if **we** cancel a **flight**, fail to operate a **flight** reasonably according to the schedule, fail to stop at **your** destination, or cease operations on the route **your flight** forms part of, **we** shall, at **your** option, either:

8.2.4.1 carry **you** and **your baggage** at the earliest opportunity on another of **our** flights on which space is available and reimburse you for the additional charge on application, and, where necessary, extend the validity of **your ticket**; or

8.2.4.2 within a reasonable period of time re-route **you** and **your baggage** to the destination shown on **your itinerary/receipt** by **our** own services or by other mutually agreed means and class of transportation without additional charge; or

8.2.4.3 make a refund in accordance with the provisions of Article 9.2.

8.2.5 Upon the occurrence of any of the events set out in Article 8.2.4, the options outlined in Article 8.2.4.1 through 8.2.4.3 are the sole and exclusive remedies available to **you** and **we** shall have no further liability to **you**, except as otherwise provided by the **Warsaw Convention** or the **Montreal Convention or EC Regulations**.

ARTICLE 9: FARE REFUNDS

9.1 Non-Refundability

Except as provided for in Article 9.2 and 9.3 below, the price paid for the booked **flight(s)** is non-refundable including any taxes, fees or charges which may have been collected in respect of such flights.

9.2 Involuntary Refunds

If **we** cancel a **flight**, fail to operate a **flight** reasonably according to schedule, fail to stop at **your** destination, or cease operations on the route **your flight** forms part of, or refuse to carry **you** pursuant to **our** right under Article 6, except as otherwise provided by the **Warsaw Convention** or the **Montreal Convention or EC Regulations**, the amount of the refund, upon application, shall be:

9.2.1 If **you** have flown on none of the booked flights, provided the return flight is no more than 48hours later, an amount equal to the fare paid for such **flight**;

9.2.2 If **you** have flown on some of the booked flights, the refund will be equal to the difference between the fare paid and the applicable fare for the booked flights on which **you** have already travelled;
in either case being the limit of **our** liability to **you**.

9.3 Voluntary Refunds

We may following application, offer a refund of Air Passenger Duty (APD) if a **ticket** has not been used. In all such cases, **we** will deduct an administration fee of 40GBP/ 60EUR/ 92CHF/ 2000CZK/ 480NOK/ 240PLN for each booking refunded.

9.4 General

9.4.1 **We** shall be entitled to make a refund either to the person named in the **itinerary/receipt** or to the person who has paid the fare and applicable taxes, fees and charges upon presentation of satisfactory proof of such payment.

9.4.2 Applicable taxes, fees and charges paid at the time of issue of **your itinerary/receipt** will be included in fare refunds, where appropriate.

9.4.3 All refunds are conditional of receipt by **us** of proof that **you** are the person named in the **itinerary/receipt** or the person entitled to receive a refund.

9.4.4 All refunds are on application and will be made in the currency of purchase using the means of purchase in the case of purchase by payment card.

9.4.5 No refunds will be given for any payment card charges levied for the original transaction or in respect of later name or date changes to the original transaction.

ARTICLE 10: CONDUCT ABOARD AIRCRAFT AND AT AIRPORT

10.1 General

At all times from when **you** check in at the airport and while engaged in carriage aboard aircraft, **you** will behave in a manner not likely to:

10.1.1 contravene the laws of any state which has jurisdiction over the aircraft;

10.1.2 endanger, or threaten (whether by hoax threats or otherwise) the aircraft or any person or property;

10.1.3 injure or assault any person, threaten, abuse or insult other passengers or members of the air or ground crew, cause the loss of or **damage** to property, or prejudice the health of, or cause distress, discomfort or unnecessary inconvenience to any **passenger** or air or ground crew member;

10.1.4 obstruct, hinder or interfere with the crew in the performance of their duties;

10.1.5 contravene any instruction or direction of the crew or the Carrier - whether oral or by notice - issued for the purpose of securing the safety or security of the aircraft and of persons or property and/or the comfort or convenience of **passengers**, including, but not limited to, instructions concerning security, seating, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, mobile/cellular telephones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices such as radio controlled toys and walkie talkies.

10.2 On board alcohol

For safety reasons, consumption of alcohol by **passengers** is restricted to alcohol served by **us**, with the result that alcohol purchased by **passengers** (whether as duty free purchases at airports or aboard aircraft or other purchases) or otherwise brought onto the aircraft cannot be consumed aboard **our** aircraft.

10.3 Smoking policy

Smoking is not permitted on any of **our** flights.

10.4 Breach of duty

If in **our** reasonable opinion **you** fail wholly or partly conduct **yourself** at the airport or aboard the aircraft in accordance with the duties imposed by Articles 10.1, 10.2 and 10.3:

10.4.1 we may report the matter to any relevant police or other enforcement authority; and

10.4.2 we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint and/or removal of you from the aircraft and/or refusal to carry you (whether made for the purpose of removing you from the aircraft or otherwise); and

10.4.3 we may decide to refuse to carry you at any time in the future; and

10.4.4 you will reimburse us any costs we incur in order to (a) repair or replace property lost, damaged or destroyed by you; (b) compensate any passenger or crew member affected by your actions; and (c) divert the aircraft for the purpose of removing you from the aircraft.

ARTICLE 11: ADDITIONAL SERVICES

11.1 Provision of additional services

If in addition to entering into the contract of carriage by air we also agree to make arrangements to provide, whether by us or by third parties, additional services, the terms and conditions of the third party service provider will apply and we shall have no liability to you for such arrangements (including for any act or omission, non-provision or delay) whether in breach of contract or otherwise, except for liability for negligence on our part in making such arrangements, which liability shall be subject to and limited by the provisions of Article 13.

11.2 Agent for another operator

Where we make arrangements for the provision of any additional services, we act only as agent for the provider of such additional services whose terms and conditions will apply to the same.

11.3 Liability for additional services

We shall have no liability to you in respect of such transportation or services (including for any act or omission, non-provision or delay) whether in breach of contract or otherwise, except for liability for negligence on our part in making such arrangements, which liability shall be subject to and limited by the provisions of Article 13.

ARTICLE 12: GENERAL FORMALITIES

12.1 General

12.1.1 You are responsible for obtaining all required travel documents and visas, and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

12.1.2 We shall not be liable for the consequences to any **passenger** resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

12.1.3 You are also responsible for making **your** own arrangements for insurance to provide adequate cover in respect of but not limited to medical expenses, **baggage**, valuables and personal effects and liabilities and inability to travel due to force majeure, and **we** accept no responsibility or such arrangements.

12.2 Travel documents

You must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned. **We** reserve the right to refuse carriage if **you** have not complied with these requirements, or **your** travel documents do not appear to be in order.

12.3 Refusal of entry

If **you** are denied entry into any country, **you** must pay to **us** the cost of any fine or charge assessed against **us** by the Government concerned and the cost of transporting **you** from that country. **You** will not be entitled to any refund in respect of **your ticket** to the point of denied entry or any unused part of **your ticket** thereafter.

12.4 Passenger responsible for fines, detention costs, etc.

If **we** are required to pay any fine or penalty or to incur any expenditure by reason of **your** failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, **you** shall reimburse **us** on demand any amount so paid or expenditure so incurred. **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.

12.5 Customs inspection

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

12.6 Security inspection

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

ARTICLE 13: LIABILITY FOR DAMAGE

13.1 Applicability

Our liability for **your** journey will be determined by applicable law and **these** conditions of carriage. Applicable law may comprise the **Warsaw Convention** or the **Montreal Convention** or **EC Regulations** or local law in individual countries. Provisions concerning our liability are set out in articles 13.2 to 13.6. Wherever the **Montreal Convention** applies to **your** carriage, **our** liability will be subject to the rules and limitations of that Convention as amended by EC Regulation 2027/97.

13.2 Omitted

13.3 Death of or injury to passengers

In the event of death, wounding or any other bodily injury to a **passenger** as a result of an accident:

13.3.1 Our liability shall not be subject to any financial limit, be it defined by law, **convention** or otherwise.

13.3.2 We will not be liable for damages in excess of 100,000 **SDRs** per **passenger** where **we** can prove that the **damage** was not due to the negligence or other wrongful act or omission by **us** or our servants or agents, or such **damage** was solely due to the negligence or other wrongful act or omission of a third party.

13.3.3 We shall, without delay, and in any event not later than 15 **days** after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered. In the event of death, such payment shall not be less than the equivalent of the national currency equivalent of 16,000 **SDRs** per **passenger**.

13.3.4 An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid in respect of **our** liability.

13.3.5 An advance payment will not be returnable to **us** unless **we** prove that (i) the **damage** was caused or contributed to by the negligence or other wrongful act or omission of the **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 (ii) the person who received the advance payment was not the person entitled to compensation under the applicable law.

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

13.3.7 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.

13.4 Baggage

13.4.1 We will not be liable for **damage to unchecked baggage** unless such **damage** is caused by **our** negligence.

13.4.2 Our liability for **damage to checked baggage** and **unchecked baggage** is as follows:

13.4.2(a) Except as provided in 13.4.2(b), our maximum liability is limited to the national currency equivalent of 1,000 **SDR** per **passenger** for **unchecked** and **checked baggage** as specified in the **Montreal Convention**.

13.4.2(b) The maximum limits of liability stated in Article 13.4.2(a) shall not apply if; (i) the **damage** resulted from our act or omission done with intent to cause **damage** or recklessly and with knowledge that **damage** would probably result; or (ii) in the case of **checked baggage**, a higher value is declared in writing at the time it was handed to **us** and an additional charge paid to pursuant to an excess valuation facility at the rate of 5GBP/ 8EUR/ 11CHF/ 250CZK/ 60NOK/ 30PLN per each 50GBP/ 80EUR/ 110CHF/ 2500CZK/ 600NOK/ 300PLN (or part thereof) to a maximum limit of 1,500GBP /2250EUR /3300CHF /72000CZK /18000NOK/ 9000PLN in excess of the limits of liability specified in Article 13.4.2(a).

13.4.2(c) Where an additional charge is paid pursuant to an excess valuation facility for **checked baggage**, **our** liability shall be limited to a maximum of such higher declared value.

13.4.2(d) Where applicable law provides that different limits of liability are applicable to **unchecked baggage** and/or **checked baggage**, such different limits shall apply.

13.4.3 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 **Convention**) to such higher declared value to a maximum limit of 1,500GBP /2250EUR /3300CHF /72000CZK /18000NOK /9000PLN provided that a premium has been paid to **us** in advance in respect of the **checked baggage** at the rate of 5GBP /8EUR /11CHF /250CZK /60NOK /30PLN per each 50GBP /80EUR /110CHF /2500CZK /600NOK/ 300PLN (or part thereof) in excess of the limits of liability specified in Article 13.4.2.

13.4.4 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.

13.4.5 We shall have no liability whatsoever for **damage** to articles not permitted to be contained in **checked baggage** under Article 7.3, including, but not limited to, 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, camera, camcorder, 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.

13.4.6 You may wish to ensure that **you** have appropriate insurance to cover instances where the actual value or replacement cost of **your checked baggage** or **unchecked baggage** exceeds **our** liability.

13.5 General

13.5.1 We will be liable only for **damage** occurring during carriage on flights operated by **us** or in respect of any flights operated on **our** behalf pursuant to Articles 3.7.2 or 8.1 hereto, if and to the extent that **we** have a legal liability to **you** in relation to **your flight**.

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

13.5.3 Our liability shall be limited to compensatory damages for proven losses and costs in accordance with the **Convention**, and subject to the rules of the **Convention**, **we** shall not be liable for indirect, consequential, or any other form of non-compensatory damages.

13.5.4 Any liability **we** have for **damage**, will be reduced by any negligence on **your** part which causes or contributes to the **damage** in accordance with applicable law. **We** are not liable for **damage** caused by fair wear and tear or due to luggage not fit for purpose. Furthermore, **we** are not liable for the replacement cost of **designer baggage** which in itself is valuable and inappropriate to be carried by a low cost airline. **We** do not settle claims for **damage to baggage** below 30GBP/ 50EUR/ 70CHF/ 1250CZK/ 360NOK/ 180PLN in value.

13.5.5 The contract of carriage, including these conditions of carriage and exclusions or limits of liability, applies to **our** authorised agents, servants, employees and representatives to the same extent as they apply to **us**. The total amount recoverable from **us** and from such authorised agents, employees, representatives and persons shall not exceed the amount of **our** own liability, if any.

13.5.6 Nothing in these conditions of carriage shall waive any exclusion or limitation of **our** liability under the **Convention** or applicable laws unless otherwise expressly stated.

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

13.5.8 Any summary of the main provisions of **our** liability set out in **your ticket**, or any other document, provided by **us** or by a third party on **our** behalf, or by any other

means cannot be used as a basis for a claim for compensation, nor to interpret the provisions of Article 13 of these conditions of carriage.

ARTICLE 14: TIME LIMITS FOR BAGGAGE CLAIMS, PROCESSING OF BAGGAGE CLAIMS AND TIME LIMITS FOR ALL ACTIONS FOR DAMAGES

14.1 Notice of claims

14.1.1 Acceptance of **baggage** by the person to whom the **baggage check** was issued by **us** without complaint at the time of delivery is important evidence that the **baggage** has been delivered in good condition and in accordance with the contract of carriage, unless **you** prove otherwise.

14.1.2 If **you** wish to file a claim or an action regarding **damage** to **checked baggage**, **you** must notify **us** in writing as soon as **you** discover the **damage**, and at the latest within seven (7) **days** of receipt of the **baggage**. If **you** wish to file a claim or an action regarding delay of **checked baggage**, **you** must notify **us** within twenty-one (21) **days** from the date the **baggage** has been placed at **your** disposal. If **you** wish to file a potential claim or a potential action regarding lost **checked baggage**, **your** claim will be considered following 21 days of the non-delivery. Every notification must be made in writing.

14.2 Processing of baggage claims

14.2.1 All claims for compensation for **damage** to **baggage** must be accompanied by an itemised list identifying each affected items and giving a description, including the manufacturer and the age of the item, together with proof of purchase and evidence of ownership in respect of all such items. **We** will deduct an amount from your claim to account for depreciation where **we** consider it appropriate.

14.2.2 In the case of a compensation claim for physical **damage** to **baggage**, **you** must retain the damaged **baggage** and produce it to **us** on **our** request in order that **we** may examine it to assess the nature and extent of the **damage** and whether the **baggage** is capable of repair.

14.2.3 In the event that **you** wish to claim for the cost of replacing an individual item which forms part of a claim for **damage** to **baggage**, **you** must consult **us** before incurring the replacement cost, otherwise it may not be included in the compensation payable to **you**. **You** must include proof of purchase of the replacement items when making your claim.

14.2.4 In respect of all claims for damages concerning **your baggage**, **you** must provide **us** with all the information we request to assess the eligibility of **your** claim and the amount of damages payable.

14.2.5 If we require **you** to do so, **you** must sign a statement of truth regarding the facts and value of **your** claim for **damage** to **your baggage** before we make the payment to **you**.

14.2.6 If **you** fail to comply with the relevant requirements of article 14.2, **you** may adversely affect the amount of compensation to which **you** are entitled.

14.3 Limitation of actions

Any right to damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 15: MODIFICATION AND WAIVER

15.1 Amendment

We may at any time cancel, terminate, amend or alter all or any part of these Conditions of Carriage. However, **your** carriage will be subject to the terms and conditions in force on the date **your** booking was confirmed, except where changes made to the terms and conditions have been made for legal, regulatory, safety, or security reasons, in which case, we will advise **you** of the changes made.

15.2 Omitted

15.3 Governing law

Except to the extent inconsistent with the **Warsaw Convention**, or the **Montreal Convention** or **EC Regulations**, or local laws, applicable, these conditions of carriage and any dispute arising under or in connection with them shall be governed by the laws of England and Wales 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 English courts.

(effective 31 March 2006)

2. Website Terms of Use

Introduction

These website Terms of Use outline the terms of use of the **Jet2.com** website and form an agreement between **Jet2.com** and you. Your continued use of the **Jet2.com** website signifies your acceptance of these Terms of Use. From time to time it may be necessary to update these Terms of Use. **Jet2.com** will notify you of any such updates by posting such updates on the

Jet2.com website. These Terms of Use do not cover any third party website that you may enter via the *Jet2.com* website.

Ownership of Site

This *Jet2.com* website and all copyright, content, trademark, database rights and other intellectual property rights on it are owned by *Jet2.com* or its' associates and all rights are reserved. You may not copy or reproduce, create new work from, download, extract, republish, transmit, or modify or reuse any of these materials for anything other than private use (in which case you may make only one copy). You may not delete, obscure or amend any copyright notice from materials copied from the *Jet2.com* website.

General Conditions of Carriage

The carriage of passengers and their baggage is governed by the "General Conditions of Carriage for Passengers and Baggage". Customers must read and accept these conditions prior purchasing a ticket.

Linking

You may only link to the *Jet2.com* website for personal purposes. No other linking is permitted without the prior written permission of *Jet2.com*.

Payment/currency converter

All payments are to be made in the currency in which the price and/or charge is stated.

Disclaimer

The information that is given on the *Jet2.com* website is given in good faith and is subject to change without notice. Care is taken to ensure that all information is correct and up to date, however *Jet2.com* does not accept responsibility for any errors, inaccuracies or omissions. *Jet2.com* is not responsible for any third party websites (or content contained on such websites) which may be accessed via the *Jet2.com* website.

Jet2.com excludes to the fullest extent permitted by law all warranties, conditions or terms (whether express, implied or statutory) with regards to any products, services, information or content included in or accessible from the *Jet2.com* website. Save in respect of death or personal injury, *Jet2.com* hereby disclaim and exclude to the fullest extent permitted by law all liability for loss and damage whatsoever and howsoever caused including any consequential, special, secondary or indirect loss or damage or any loss or damage to goodwill or profits or any loss of anticipated savings incurred by you, whether arising in tort, contract or otherwise. Nothing in these conditions will reduce your statutory rights relating to our responsibilities with regard to the services we offer you. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens' Advice Bureau.

Entire Agreement

This agreement represents the entire agreement between *Jet2.com* and you in respect of use of the *Jet2.com* web site, save in respect of circumstances of fraud or misrepresentation. You acknowledge that you have not relied on any matters outside of these Website Terms of Use in entering into the agreement for the use of this website.

Governing Law

This agreement shall be governed in accordance with the laws of the England and Wales. The parties to this agreement hereby submit and agree to the exclusive jurisdiction of the Courts of England and Wales.

3. *Jet2.com's* Privacy Policy

Jet2.com's Privacy Policy can be found [here](#)

4. Regulation (EC) No. 889/2002 - LIABILITY NOTICES:

WARNING: The text of the notice below is required by European Union legislation but it is not a wholly accurate or complete description of the carrier's liabilities. It cannot be used as a basis for claims for compensation or interpretation. In all cases the carrier will only be liable for claims for which legal liability is established. A "Community air carrier" means an air carrier with a valid operating licence granted in accordance with EU Regulation (EEC) No. 2407/92.

The text of this summary is taken from EC Regulation 889/2002. 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 100,000SDRs (approximately 80,000GBP/ 120,000EUR/ 180,000CHF/ 3.8mCZK/ 960,000NOK / 48,0000PLN) 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 (approximately 12,800GBP/ 19,200EUR/ 28,800CHF/ 608,000CZK/ 153,600NOK/ 76,800PLN).

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 3,220GBP/ 4,800EUR/ 7,200CHF/ 153,000CZK/ 386,40NOK/ 19,320PLN).

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 (approximately 800GBP/ 1,200EUR/ 1,800CHF/ 38,000CZK/ 9600NOK/ 4800PLN).

Destruction, loss or damage to baggage The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately 800GBP/ 1,200EUR/ 1,800CHF/ 38,000CZK/ 9600NOK/ 4800PLN). 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.