

Terms & Legal

limitation of liability for third party services arranged via this website

Monarch Airlines is solely an agent for the service providers available via this website, including but not limited to "travel services extras". Any and all claims of defect regarding services offered via this site lie against the providers of such services. Monarch Airlines hereby disclaims any and all liability, whether founded on tort, contract, strict liability or otherwise, including, without limitation, liability for any direct, punitive, special, consequential, incidental or indirect damages, in connection with the goods or services provided by any carrier or other supplier via this website, including, without limitation, liability for any act, error, omission, injury, loss, accident, delay or irregularity which maybe incurred through the fault, negligent or otherwise, of any such carrier or supplier.

security information

The Monarch security guarantee protects you while booking online so that you never have to worry about credit or debit card security. We are so confident about the transaction security we offer on our site that we back every booking with a security guarantee. Our secure server software (SSL) is the industry standard and is among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit or debit card number, name and address so that it cannot be read as it travels over the Internet.

customer services agreement

Monarch strives to offer its passengers the highest standards in customer care at all times. In order to maintain the highest level of customer service, Monarch is a voluntary signatory to the European Airlines Passenger Service Commitment.

The commitment covers a range of customer service areas from our delay and baggage policy, through to our provision of assistance to passengers with reduced mobility and special needs.

We have used this framework to create Monarch's own individual Passenger Service Commitment, to ensure we have developed a policy that is relevant to our specific passenger needs. [Click here to read the full document](#)

conditions of contract

notice

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention or the Montreal Convention may be applicable and these Conventions govern and may limit the liability of carriers for death or bodily injury and in respect of loss of or damage to baggage.

conditions of contract

1. As used in this contract: "ticket" means this passenger ticket and baggage check or this itinerary/receipt if applicable, in the case of an electronic ticket, of which these conditions and the notices form part; "carriage" is equivalent to "transportation"; "carrier" means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage; "electronic ticket" means the Itinerary/Receipt issued by or on behalf of carrier, the Electronic Coupons and, if applicable, a boarding document; "Warsaw Convention " means the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable; 'Montreal Convention' means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28th May 1999.
2. Carriage hereunder is subject to the rules and limitations relating to liability established by either the Warsaw Convention or the Montreal Convention unless such carriage is not "International Carriage" as defined by that Convention.
3. To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to: (i) provisions contained in the ticket; (ii) applicable tariffs; (iii) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the office of carrier), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.
4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be at the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; the agreed stopping places are those places set forth in this ticket or any supplement to it, or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.
5. An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its agent.
6. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.
7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in international transportation complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within seven days from receipt; in case of delay, complaint must be made within 21 days from the date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.
8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.
9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity.

Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.

10. Passenger shall comply with Governmental travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.
11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

limits of liability

The applicable limits of liability for your journey operated by Monarch Airlines, are as follows:

1. There are no financial limits for death or bodily injury and the air carrier may make an advance payment to meet immediate economic needs of the person entitled to claim compensation;
2. In the case of destruction, loss of, or damage or delay to baggage, 1,000 Special Drawing Rights (approximately EUR 1,230) and, if the value of your baggage is greater than this limit, you should inform the carrier at check-in or ensure that it is fully insured prior to travel;
3. In the case of delay to your journey, 4,150 Special Drawing Rights (approximately EUR 5,100).

This notice conforms to the requirements of European Community Regulation (EC) No 889/2002.

Taxes and charges

After payment for the ticket has been made no fare increase will apply for the date, flight and class of services booked EXCEPT that if any government or other authority, or the operator of an airport, subsequently imposes a per passenger tax or charge, or increases the amount of any existing per passenger tax or charge, then Monarch reserves the right to require payment of the additional tax or charge applicable to your booking and to recover same by using (which use you hereby authorise) the payment card detailed on your booking form irrespective of whether Monarch has sent, or you have received, notice thereof. Monarch will, in fact, use its reasonable endeavours to ensure that you are promptly notified of any requirement for an additional payment.

Cancellations (except under Article 6 Regulation EC 261/2004)

Subject to a non-refundable ticket being unused, any taxes, fees or charges levied by Government or other authority will be refunded on request, subject to an administration charge of £25/37.50 euros per refund transaction (not per passenger). Fuel surcharges and passenger liability charges are not refundable.

Any refund shall be made within 7 business days for credit card or cash purchases and 20 days for cheque purchases.

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 (approximately □ 120,000) 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 16000 SDRs (approximately □ 19,300).

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 4150 SDRs (approximately □ 5,000).

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 1000 SDRs (approximately □ 1,200).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximately □ 1,200) 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.

refusal of carriage of passengers

Using reasonable discretion, it is possible that a passenger may be refused carriage, or be removed from the aircraft, for the following reasons:

- Such action is necessary for reasons of safety.
- The conduct, status, age, mental or physical condition of the passenger is such that they require special assistance, could cause discomfort, make themselves objectionable or involve any hazard or risk to themselves or other passengers and property.
- The passenger fails to observe instructions from cabin staff. In such cases, the Captain operating the flight or Senior Traffic Representative may refuse to let a passenger board and, when deemed necessary, mark the ticket of such a passenger as having been refused carriage. If you require further information, please [click here](#).

consumption of alcohol

Research has shown that alcohol and drugs are the root of most in-flight passenger disruptions. Cabin crew will rigorously enforce the restrictions and general rules regarding alcohol consumption and the taking of banned substances on board Monarch aircraft.

drink sold on board

Under the general law, aircrew always have the right to refuse to sell alcohol, including 'duty free' bottles, to any passenger. In addition, aircrew have a duty to control the amount consumed by any passenger for the purpose of securing the safety of the aircraft and other passengers.

legal position

The law states that no person shall be drunk in any aircraft and Monarch and its aircrew have a legal obligation to uphold this regulation. The law also imposes an obligation on any passenger to obey all lawful commands given by the captain for the purpose of the safety, efficiency or regularity of the flight. Thus a passenger can be ordered by, or on behalf of, the captain to stop drinking. If the passenger refuses to obey such an order, they are acting illegally. They could then face a fine of up to £5000, two years imprisonment, or both.

disruptive passengers

Aircrew have a duty to control the amount of alcohol consumed by any passenger, therefore, they have a right to instruct a passenger not to consume alcohol from their own supply. Aircrew have a right to physically remove alcohol from a passenger to ensure they stop drinking. However, this is on the understanding that the alcohol will be returned at the end of the flight.

threatening, insulting or disorderly behaviour towards crew

The Air Navigation Order states that: while in an aircraft, no person shall:

- i) Use any threatening, abusive or insulting words towards a member of the crew of the

aircraft

ii) Behave in a threatening, abusive, insulting or disorderly manner towards a member of the crew of the aircraft; or

iii)) Intentionally interfere with the performance by a member of the crew of his aircraft duties

Offences of (i) and (ii) are punishable on summary conviction by a fine not exceeding £2,500.

Offence (iii) is punishable on summary conviction by a fine not exceeding £5000 and on conviction on indictment by an unlimited fine or imprisonment for a term not exceeding two years or both.

carriage of dangerous goods

For the safety of all our passengers, Monarch restricts certain articles from passengers' hand baggage and hold baggage, as well as strictly prohibiting certain items for carriage onboard the aircraft.

The following items are **strictly prohibited from carriage**:

- flammable liquids and solids such as lighter or heater fuels
- oxidising materials such as lighter or heater fuels
- oxidising materials such as bleaches and peroxides
- poisons such as arsenic
- alkalis and wet cell batteries
- etiologic agents (bacteria, viruses etc.)
- radio-active materials
- firearms
- explosives, fireworks and flares
- compressed gases (flammable, non-flammable and poisonous) such as butane
- butane powered travel irons
- oxygen
- chemical oxygen generators. [Click here](#) if you require therapeutic oxygen
- magnetised materials
- offensive and irritating materials
- apparatus containing mercury may only be carried as cargo
- party poppers
- cooking oil
- butane powered gas curlers (prohibited unless a safety cover is supplied and is firmly in place)

The following items can be stowed in hold baggage but are **strictly prohibited from hand baggage**:

- toy or replica guns
- catapults
- razor blades
- knives with blades of any length
- scissors
- nail clippers
- cutlery

- hypodermic syringes (except for medical use during flight - doctor's certificate required)
- darts
- knitting needles
- sporting bats, billiard, snooker or pool cues

The following items can be carried in hand baggage but are **strictly prohibited from hold baggage**:

- mobile phones and radio transmitters (may not be used onboard any aircraft)
- laptop computers (may be carried as hand baggage in addition to the normal allowance of five kg, providing that the laptop - including case - does not exceed the total dimensions - height + length + width - of 93cm. Laptops may be used onboard the aircraft, except during take-off and landing, and must be used off-line)
- lighters and safety matches

compensation

Our primary concern is to transport you to your destination safely and on time, but in the event of your flight being delayed or cancelled, or that you are denied boarding due to over booking, Monarch Airlines is aware of our obligations under the European legislation regarding your rights to compensation (Regulation (EC) 261/2004).

insurance

If you have purchased single trip travel insurance as part of the flight booking process and require a copy of your insurance policy please click [here](#) to view a pdf version. This policy wording does not apply to any insurance policies purchased outside of the flight booking process (e.g annual trip, sports cover, business cover, extended stay, etc).

If you purchased insurance at the time you booked your flight and subsequently change your flight times, please note that this may invalidate your travel insurance. If your revised duration overseas does NOT extend beyond 48 hours of your original duration then you are covered by your original Monarch Travel Insurance. However, if your new duration DOES extend beyond 48 hours of the original duration you will need to pay an additional premium or purchase a new policy in order to keep your insurance cover valid.

If you have arranged travel insurance elsewhere, then please contact your provider (or use the Monarch Travel Insurance facility link below for instant cover). If your departure flight is within the next 14 days, immediately click [here](#) to effect your new travel insurance for the **entire duration** that you are overseas. If your departure date is over 14 days away then please call our specialist travel insurance helpline on **0870 027 3829** who will be happy to make appropriate arrangements for you. Our normal office hours are Monday to Friday 9am to 5.30pm