

# Conditions of Carriage

## Article 1: Definitions

### Accredited agent

An agent accredited by the carrier to represent the latter in the sale of air tickets for passengers on the lines of the carrier, and if authorised, on the lines of other carriers.

### Additional ticket

The document issued for a passenger together with another ticket, which constitute jointly one contract of transport.

### Baggage

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

### Baggage tag

A document issued by a carrier solely for the identification of checked baggage, the baggage tag portion of which is attached by the carrier to a particular item of checked baggage and the identification/claim portion is given to the passenger.

### Baggage voucher

The part of the ticket referring to the transport of the passenger's checked-in baggage.

### Carrier

N.V. Virgin Express S.A.

Includes the air carrier issuing the ticket and all carriers that carry or undertake to carry the passenger and/or his baggage thereunder or perform or undertake to perform any other services related to such air carriage.

### Carrier regulations

All rules, other than the present general conditions, applied by the carrier and in force on the date the ticket was issued, pertaining to the transport of passengers and/or baggage, including the fares in force on this date.

### Carry-on baggage

Those items allowed to be carried in the cabin of the aircraft, which are not subject to excess baggage charges.

### Checked Baggage

Which is equivalent to the term "registered luggage" means baggage of which the carrier takes sole custody and for which the carrier issued, a baggage tag.

### Convention

Your carriage is governed by the Warsaw Convention or the Montreal Convention. These Conventions govern and may limit the liability of carriers for death or injury, destruction, loss

of, or damage to, baggage, and for delay. The applicable limits of liability of Virgin Express for baggage and delay are: the equivalent in EUR of 1,000 special drawing rights (SDRs) in case of destruction, loss of, or damage or delay to baggage, and the equivalent in EUR of 4,150 SDRs for delay to your journey. If your baggage has a greater value than the limit of liability, you may make a special declaration and pay a supplementary sum. Alternatively, you should ensure that your baggage is fully insured. All carriage (and other services) performed by Virgin EXpress (or by another carrier on its behalf) is subject to Virgin Express' Conditions of Contract, Conditions of Carriage and related Regulations (see [www.virgin-express.com](http://www.virgin-express.com) or ask us for details). Where Virgin Express issues a ticket or other document of carriage, or checks-in baggage, for carriage over the lines of another carrier, it does so only as its agent. Schedules are not guaranteed and may change. Please read in more detail the Liability Rules on our website before your flight.

The following texts, applicable according to the contract of transport:

- Convention on the Unification of Certain Rules relative to International Air Transport, signed in Warsaw on 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- Warsaw Convention, as amended by the Additional Protocol nr. 1 of Montreal in 1975;
- Warsaw Convention as amended by the Additional Protocol no. 3 of Montreal in 1975;
- EU directives and regulations.

### **Damage**

Cases of death, injury, partial or total loss or any other prejudice that could occur from or in relation to transport, or with other services rendered by the carrier in connection with said transport.

### **Days**

Calendar days comprise the seven days of the week. In case of modification, the day in which the request was dispatched will not be taken into account.

When determining the validity period of a ticket, the day of issue will not be taken into account either.

### **Electronic or phone ticketing**

The issuance by the carrier or on his behalf of a ticket upon reservation by a passenger via the Internet web site or the call centre of the carrier

### **Full fare**

The highest price of the range of fares pursuant to carrier regulations.

### **Leg**

A single flight. A ticket may be composed of one or more legs.

### **Passenger**

Every person, other than members of the crew, transported or to be transported on one of the carrier's planes with the consent of the carrier.

**Reservation Office**

The carrier's department for reservation requests. The reservation office can be reached by telephone at 070 35 36 37, by its website ([www.virgin-express.com](http://www.virgin-express.com)) or by e-mail ([resa@virgin-exp.com](mailto:resa@virgin-exp.com)).

**Special Drawing Rights (SDR)**

The SDR are the unit of account of the International Monetary Fund. Their value is calculated daily and published in financial dailies.

**Stopovers**

Points, other than the points of origin and of destination, indicated on the ticket or mentioned in the carrier's schedule as scheduled stops on the itinerary.

**Ticket**

A valid travel document, baggage voucher and conditions of the contract, issued by the carrier directly or in his behalf, and, in the case of electronic or phone ticketing, the documents, whether or not held in our database, delivered or issued to the passenger before boarding or after confirmed reservation

**Unchecked baggage**

Baggage carried in the cabin under the passenger's personal custody. There are two categories of unchecked baggage: Free carry-on items and carry-on baggage.

**Virgin Express**

The name under which the carrier markets its regular flights.

**Voluntary stop**

A stop in the course of a trip, requested by a passenger, at a stopover situated between the point of departure and point of destination, accepted by the carrier in advance.

**Article 2: Scope**

- With the exception of the provisions of Articles 2.2 to 2.3, the present general conditions are the conditions of transport referred to on the ticket which apply to all air transport of passengers and baggage and to all related services, provided by the carrier for pay or otherwise.
- The present general conditions apply also to transport free of charge or at a reduced rate, unless otherwise stipulated by the carrier in his regulations, or in the contracts, passes or tickets issued for such transport.

**2.2) Charter**

If the transport is carried out by virtue of a chartering contract, the present conditions shall apply only insofar as they do not run contrary to the terms of the chartering contract and the charter ticket.

**2.3) Predominance of international conventions and the law**

If any of the provisions contained in the present general conditions should run contrary to a provision of an international convention, provided the latter is applicable, or a law, a regulation or imperative regulatory provisions, the provision in question shall not apply. The non-validity of any one of the provisions referred to above shall have no effect on the remaining clauses of the present general conditions.

## Article 3: Ticket

### 3.1) Proof of contract

- The ticket constitutes the proof of a contract of transport concluded by and between the carrier and the passenger whose name appears on the ticket. If no ticket is issued, the reservation and subsequent payment shall constitute proof of the existence of the contract of transport. In such a case, the present general conditions shall apply.
- Passenger's right to transport  
Transport on a flight shall be authorised only for persons to which a ticket has been issued or whose reservation was confirmed in accordance with the provisions on reservations in Article 6. The carrier will provide carriage only to the passenger named in the Ticket. The Passenger may be required to produce appropriate identification. If the passenger cannot prove that he is the person named in the ticket, the carrier may refuse to carry the passenger
- Loss, deterioration of the ticket  
If all or part of a ticket is lost or deteriorated, the carrier may, at the passenger's request, replace this ticket by issuing a new ticket, on condition that the passenger provide sufficient proof for the carrier that a valid ticket for the flight or flights in question was properly issued.
- Transferability of the ticket  
A ticket or reservation is not transferable without the prior, written consent of the carrier. If a ticket is presented by a person other than the one entitled to the transport services (or to reimbursement) on the basis of this ticket or reservation, the carrier cannot be held liable in regard to the first passenger, if in good faith he proceeds with the transport of the holder of the ticket or the reservation or reimburses the value thereof or to the person who presented it.
- Non-issuing of ticket  
If the carrier decides not to issue the ticket, the foregoing provisions will be fully applicable to the benefit of the passenger whose name was entered in the reservation of the flight.

### 3.2) Validity of the ticket

A ticket or reservation is valid only if it corresponds to a reservation confirmed in accordance with the carrier's regulations as described in particular in article 6.1. or in the documents issued by the carrier by electronic mail.

## Article 4: Voluntary stops

The carrier may authorise the passengers to disembark from the plane during a scheduled stopover, subject to due compliance with the relevant local governmental rules or the carrier's regulations.

## **Article 5: Fares and taxes**

### **5.1) General**

The fares apply only to transport from the airport of departure to the airport of destination. The rates do not include land transport between airports and/or airports and terminals situated in town, unless provided automatically by the carrier without additional costs.

### **5.2) Applicable fares**

The applicable fares are those in force at the carrier at the time of the reservation. They may vary depending on the number of seats still available at the time of the reservation. Catering is not included in the fare.

### **5.3) Charges and taxes**

All charges and taxes imposed by a government or any other authority, in particular airport authorities, relative to the passenger or his baggage or the use by said passenger of any and all services and installations, shall be added to the fares and taxes and shall be payable by the passenger, unless otherwise stipulated in the carrier's regulations.

### **5.4) Currency**

Fares and taxes are payable in the currency stipulated by the carrier at the time of the reservation.

## **Article 6: Reservations**

### **6.1) Conditions of reservations**

- Reservations are confirmed only if payment has since been remitted. The carrier may cancel the reservation if payment is not remitted.
- The carrier's fares are established in function of conditions that authorise, limit or exclude the passenger's rights to change or to cancel reservations. These fares and conditions are fixed at the time of the reservation and the limitations and/or charges relative to cancellations and/or modifications are announced to the passenger at this time.

### **6.2) Personal information**

Virgin Express (Virgin Express NV, Brussels Airport, Building 116, B-1820 Melsbroek, Belgium) processes your personal data for customer administration. We may communicate your personal data to affiliated companies, credit card payment processing organizations, subcontractors processing your data in our name and on our behalf (such as handling agents, other air carriers etc.). Depending on your destination, such subcontractors may be located outside the European Union. In such event, you agree to the transfer of your personal data outside the European Union.

We also process your data to inform you (also by electronic mail) about our promotions, products and services, as well as of promotions, products and services from our partners providing travel related services (catering, hotel booking, car rental, ...) as well as for public relations purposes. We may communicate your personal data to affiliated companies and subcontractors. You have the right to object, free of charge, to the processing of your personal data for purposes of direct marketing.

We further process your personal data for product/service evaluation and market survey purposes. We may communicate your data to affiliated companies and to subcontractors.

Finally we process your personal data for the administration of claims and litigation, security and the accomplishment of the formalities of entry in a foreign country. Your data is also processed to detect fraud and other criminal activities, as well as to safeguard our organization and sector. The data processed for our litigation contain judicial data. Virgin Express may communicate your personal data to affiliated companies, to other air carriers, credit card payment processing organizations or to competent (foreign) governmental or airport authorities. These may be located outside the European Union. In such event, you agree that your personal data may be transferred outside the European Union.

With respect to any of the purposes mentioned above, you have the right to access and rectify your personal data.

#### **Article 7: Check-in**

The passenger must arrive sufficiently ahead of the departure time of the flight to the carrier's check-in counter or the boarding gate, in order to accomplish all the formalities and procedures prior to departure. Under no circumstances will a passenger be authorised to arrive at the carrier's check-in counter beyond the time indicated by the latter.

If the passenger does not arrive at the carrier's check-in counter or the boarding gate on time, the carrier may cancel the seat reserved by the passenger. The flight will under no circumstances be delayed. The passenger will be denied boarding at his own expenses.

The carrier will be in no way held liable for losses or expenses resulting from the passenger's failure to comply with the present provision.

#### **Article 8: Refusal of and limitation to transport**

##### **8.1) Right to refuse the transport**

The carrier may refuse to transport a passenger or his baggage for safety or imperative security reasons.

The carrier may decide that:

- This measure is necessary to comply with the relevant applicable legislation, regulations or instructions of a State, whether the country of departure, of destination, of transit or flyover.
- The behaviour, age, mental or physical condition of the passenger are such as to:

- require special assistance from the carrier that the latter is not capable of providing, or
- inconvenience other passengers or elicit justified reactions on their part, or
- entail a risk or danger for himself, other passengers or third parties or for their property; or
- This decision is necessary because:
  - The passenger did not follow the carrier's instructions; or
  - The passenger refused to submit to a security check; or
  - The passenger did not pay the expenses of the trip or honour the conditions of payment; or
  - The passenger does not have the appropriate travel documents (e.g. visa and/or valid passport or/and ID card for adults and children, etc.); or
  - The passenger could try to penetrate the territory of a transit country, although not authorised to enter; or
  - The passenger could try to destroy his travel documents during the flight; or
  - The passenger refuses to submit his travel documents against receipt for safekeeping by the crew though asked to do so; or
  - The ticket presented by the passenger:
    - was acquired illegally or in the name of another person or is false; or
    - was declared lost or stolen, or
  - The passenger is unable to prove that he is the person named in the ticket.

In any event, the carrier reserves the right to cancel the passenger's reservation without having to reimburse the price of the ticket. The passenger will be denied boarding at his own expenses.

#### Limitation of transport

Acceptance of unaccompanied children, handicapped persons, pregnant women or sick persons, may be subject to the prior consent of the carrier.

## **Article 9: Baggage**

### **9.1) Objects not accepted as baggage**

- The passenger may not place in his baggage:
  - objects which are not baggage within the meaning of Article 1 of the present conditions
  - objects that may constitute a danger for the aircraft or for the persons or property on board, such as specified in the Dangerous Goods Regulation of the International Civil Aviation Association (ICAO) or the International Air Transport Association (IATA)
  - objects, the transport of which is prohibited by the relevant applicable legislation, regulations of the state of departure, flyover or destination
  - objects that the carrier deems he cannot transport because of their weight, size or nature, such as fragile or perishable items
  - living animals, except as provided by Article 9.9 below.

- Fire arms and ammunition, including sport or hunting guns, are prohibited in the cabin.

Similarly, firearms, other than sport or hunting guns, and ammunition shall not be

accepted as checked-in baggage, except with prior written consent of the carrier. Firearms must in any event be unloaded, with the safety catch on and properly packaged. The transport of ammunition is subject to the ICAO and IATA regulations on dangerous goods.

- The passenger shall not place fragile, perishable objects, money, jewellery, precious metals, silverware, securities or other negotiable assets, business documents, passports or identity documents in checked-in baggage.
- Weapons, such as old firearms, swords or other knives, may be accepted as checked-in baggage, but will under no circumstances be admitted in the cabin.
- If the carrier accepts the objects mentioned in the preceding point, their transport will be subject to the fares, limitations of liability and other provisions of the present conditions applicable to the transport of baggage.

## **9.2) Right to refuse transport**

- The carrier may refuse to transport as baggage the items listed in Paragraph 9. 1. and may refuse to proceed with the transport if such objects are discovered after the check-in.
- The carrier may refuse to transport as baggage articles owing to their size, shape, weight or nature.
- The carrier may refuse to check in baggage, if it is not properly packaged so that the carrier cannot guarantee transport without damage under normal handling conditions.

## **9.3) Right of inspection**

For safety and security reasons, the carrier may ask to search the passenger's baggage or call on the authorities to submit the passenger to a body search.

If the passenger cannot appear during the inspection of his baggage, the carrier may, for security reasons, inspect the baggage to ensure that the passenger did not place any objects described in Article 9.1, not declared to the carrier in accordance to said Article 9.1. If the passenger refuses to comply with the request, the carrier may in turn refuse to transport the passenger and/or his baggage.

## **9.4) Checked-in baggage**

- During the baggage check-in, the carrier will issue a baggage identification label for each piece of baggage checked in.
- The passenger is required to affix on his own a label to identify checked-in baggage, mentioning at least his name and address.
- Checked baggage will be transported on the same aircraft as the passenger.
- Exception : If all or part of the baggage that the passenger wishes to check in cannot be accepted because of the maximum capacity of the aircraft, the carrier may decide to have said baggage transported on one of its next flights or on the flight of another airline.

## **9.5) Free baggage allowance**

Passengers may carry free of charge baggage as specified and subject to the conditions and limitations stipulated in the carrier's regulations.

## **9.6) Excess baggage**

Passengers must pay a charge for the transport of baggage in excess of the free baggage allowance, at the rates and under conditions of the carrier.

## **9.7) Carry-on baggage**

- Baggage, which the passenger carries on board the cabin, must be of standard volume so that they can be placed in the storage compartments in the cabin. Objects deemed by the carrier to be of excessive size and weight will not be accepted in the cabin. Before the excessive baggage will be checked in, the passenger will be given the opportunity to take his precious articles, money, wallet, business documents, laptop, ...
- Objects, which cannot be transported in luggage holds (e.g. fragile musical instruments, kidney dialysis machine, etc.), will be admitted in the cabin only if the carrier has been duly apprised in advance and has consented thereto. The passenger may have to pay a surcharge for the transport of such objects.

## **9.8) Baggage claim and delivery**

- Passengers must claim their baggage as soon as it is placed at their disposal at the destination or the stopover, if they have so requested.
- Only the bearer of the baggage claim identification label, issued to the passenger during check-in, will be authorised to claim the baggage. If this label cannot be presented, the baggage can be claimed nonetheless if it can be identified in another way.
- If a person claiming the baggage cannot identify it by means of the identification label, the carrier will deliver said baggage to that person only if the latter can establish his entitlement thereto in a satisfactory manner. In such a case, the person in question must provide sufficient guarantee to compensate the carrier for all loss, damage or expense that could result from this delivery of baggage by the carrier.
- The retrieval of baggage by the holder of the baggage claim identification label without written 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.

## **9.9) Animals**

- Virgin Express only accepts domestic animals (dogs and cats) on board the aircraft, subject to the conditions and limitations stipulated in the carrier's regulations.
- The domestic animals (dogs and cats) must be placed in an open-worked cage and be accompanied by health and vaccination certificates and, where required, by an entry permit as well as all other documents required by the state of destination or transit. Such animals will be accepted for transport only with the prior consent of the carrier.
- If accepted on board the aircraft, in cabin or hold and subject to the conditions and limitations stipulated in the carrier's regulations, the animal - as well as the cage and food - shall not be included in the free baggage allowance of the passenger but shall be charged to and paid for by the passenger at the applicable fare.
- Guide dogs, accompanied by passengers with impaired hearing or eyesight, as well as their cage and food, will be transported free of charge, provided a relevant request was submitted to the carrier in advance.

- Passengers shall remain fully and entirely responsible for injury, loss, sickness or the death of the animals accepted for transport. Similarly, passengers shall bear sole and full responsibility if, by virtue of the state of the stopover or destination, access to the territory is refused to the animals.

## **Article 10: Flight schedule and cancellations**

### **10.1) Schedule**

The carrier shall do his utmost to transport passengers and their baggage with due diligence. He shall also do his utmost to comply with the published schedules applicable on the date of the flight.

The times indicated on the timetables or elsewhere are not guaranteed. They can be changed without prior notice.

The carrier shall assume no responsibility for the passenger's connecting flights.

### **10.2) Cancellation, change of schedule, etc.**

If the carrier cancels a flight or is not able to attribute a previously confirmed seat, the carrier will reimburse the fare in accordance with the provisions of Article 11 infra and the applicable legislation and regulations, without any other obligation to the customer.

### **10.3) Denied Boarding**

- As the Carrier does not have the policy to overbook it has eliminated the denied boarding risk. However, should a flight, in the event of payload restrictions, end up with more Passengers than seats available, the Carrier will call for volunteers to release their seat for a later departure before denying boarding to a Passenger.
- If however an insufficient number of volunteers comes forward to allow the remaining Passengers to board the flight, the Carrier may deny boarding to Passengers against their will. The Carrier shall in such event take into consideration the interests of Passengers who must be given boarding priority for legitimate reasons such as Persons with Reduced Mobility and Unaccompanied Children.
- A Passenger who has been denied boarding is entitled to a compensation in accordance with EC Regulation Nr. 295/91 of February 1991 establishing common rules for denied boarding compensation system in scheduled air transport and, as soon as applicable, in accordance with EC Regulation Nr. 261/2004 of 11 February 2004.
- If there are reasonable grounds to deny boarding to a Passenger, such as, reasons of health, safety, security or inadequate travel documentation, no compensation whatsoever shall be due.

### **10.4) Information**

With the exception of actions or omissions with intent to cause damage and/or recklessly and/or aware that damage could result, the carrier shall in no way be liable for errors or omissions in the schedules or other information given by him, his employees, agents or subcontractors relative to the times of arrival or departure or other flight information.

## **Article 11: Reimbursements**

### **11.1) General**

If the carrier fails to provide the transport, or when a passenger requests a change of reservation, the reimbursement of the ticket(s) not used will be carried out by the carrier in accordance with the present article and his regulations.

All requests for reimbursement must be communicated by letter to the carrier's Customer Relations Department. A ticket will be reimbursable only if it corresponds to a confirmed reservation and payment for the full fare has been remitted.

### **11.2) Reimbursement beneficiary**

- With the exception of the above provisions, the carrier shall be authorised to remit the reimbursement either to the person whose name appears on the ticket, or the person who paid for the ticket (in the latter case, upon presentation of sufficient proof of payment).
- If a ticket was paid by a person other than the person whose name appears on the document as being the passenger, the carrier will remit the reimbursement only to the person who paid for the ticket or according to his instructions.
- Reimbursement remitted to a person who produces an unused ticket or invokes an unused reservation (in whole or in part) or presents himself as the person entitled to reimbursement under the terms of paragraphs a) or b) supra, will be considered as a reimbursement duly carried out and the carrier will be discharged of all liability and all subsequent claim of reimbursement.

### **11.3) Reimbursement for flight cancellation**

If the carrier should cancel a flight or is not able to provide a previously confirmed seat, the amount reimbursed will be:

- the fare paid, if no leg of the bill was used;
- calculated, if a part of the bill was used, on the basis of the fare paid, less the fare corresponding to the transport carried out.

### **11.4) Voluntary reimbursement**

the passenger asks for the reimbursement of his ticket or reservation for reasons other than those mentioned in the provisions of the preceding article, and provided that the conditions of cancellation provided in the carrier's regulations were complied with, the amount of the reimbursement will be equal to:

- the equivalent of the fare paid, less the service and cancellation charges provided in the carrier's regulations, if no part of the ticket was used, and on the condition that the change and cancellation conditions related to the fare paid are fulfilled.
- the difference between the fare paid and the fare applicable for the leg for which the ticket was used, less the service and cancellation charges provided in the carrier's

regulations, and on the condition that the change and cancellation conditions related to the fare paid are fulfilled.

### **11.5) Right to refuse reimbursement**

Once the validity of the ticket has expired, the carrier may refuse reimbursement, if the request is made three months after the effective date from which the ticket should have been used.

### **11.6) Currency**

All reimbursements shall be subject to the laws, regulations and other instructions in force in the country where the ticket was initially purchased. Subject to the foregoing provisions, reimbursement will be remitted in the currency in which the ticket was paid for initially.

### **11.7) Persons authorised to remit reimbursement**

Only the carrier or his authorised agents shall remit voluntary reimbursements.

## **Article 12: Behaviour on board**

### **12.1) Dangerous behaviour**

If a passenger should behave on board in a way as to endanger the safety of the flight, the crew, the passengers or property on board and if said passenger hinders the crew from carrying out their tasks, or does not comply with the instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption, or behaves in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, the carrier shall have the right to take all such measures as he shall deem useful or necessary to put an end to said behaviour immediately. If necessary, physical force and/or restraint may be used on the passenger.

The passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft

### **12.2) Use of equipment on board**

Electronic devices, which intentionally transmit radio signals, are prohibited from use by passengers at all times while on board the aircraft. These devices include but are not limited to: portable radios, mobile telephones, electronic games, transmission equipment, ...

Electronic devices, which are not intentional transmitters of radio signals, are prohibited from use when the aircraft is at the gate, during taxi, take-off, initial climb out, descent, approach and landing. The use of these kind of electronic devices on board the aircraft, during other stages of the flight is only allowed with the prior authorization of the carrier. These device include, but are not limited to: laptop computers, digital, cassette tape player-recorder (walkman), video recorder, video camera, compact disk players, game-boys, ...

Nevertheless, hearing aids and heart pacemakers and other implanted medical devices may be operated at all times

### **Article 13: Related services**

If the carrier accepts, under the terms of the contract of transport, to provide additional services rendered by third parties, he shall not be responsible for said services, except in case of intentional fault on his part.

### **Article 14: Administrative formalities**

#### **14.1) General**

Passengers must comply with all the legal and regulatory provisions, instructions, requisitions, and other obligations imposed in the country of departure, destination, of transit or flyover, as well as the regulations and instructions of the carrier or his agents. The carrier shall refuse all responsibilities for information provided by his agents, officials or subcontractors relative to the travel documents or visas required by the State of destination, irrespective of whether such information was provided in writing or otherwise. Similarly, he shall refuse all responsibility if passengers failed to obtain the entry documents or visas required.

#### **14.2) Travel documents**

Passengers must present all entry documents required by the laws, regulations or other of the country of destination and transit. They shall allow the carrier to make photocopies thereof. The carrier reserves the right to refuse transport to all passengers who have not complied with the relevant laws and regulations and whose documents are not in order or who have refused permission to the carrier to make copies of said documents.

#### **14.3) Refused entry**

Passengers shall pay the applicable price of transport in case the carrier was required, by injunction from the authorities of the State of destination, to repatriate them. To this end, the carrier may use all sums remitted to him to cover the parts of the ticket not used or all sums belonging to the passengers which the carrier holds. The price of the ticket for the transport from the country of origin to the country of destination, in which the passenger was refused entry, will not be reimbursed.

#### **14.4) Passenger liability for fines and detention fees**

If the carrier is required to pay or to deposit the amount of any fee or penalty or to incur expenses for a passenger's failure to comply with his obligations for entry into the country of destination, or to produce valid documents required by said country, the passenger in question shall, upon the carrier's request, reimburse the latter for all sums remitted or deposited on behalf the of the passenger. To cover such sums, the carrier may use all sums paid for the part of the transport not yet carried out or all other sums held by the carrier for the account of the passenger.

#### **14.5) Customs inspections**

If required, passengers will attend the inspection of their baggage, checked in and carry on, by customs or any other authority of the state of departure or of destination. The carrier shall assume no obligation in case of loss or damage suffered by the passenger who has failed to comply with said obligation.

#### **14.6) Security check**

Passengers must submit to all security checks required by the governmental or airport authorities or by the carrier himself.

#### **Article 15: Liability for damages**

The transport carried out is subject to international conventions and the directives of the European Union and in particular Regulation no. 2027/97 adopted on 9 October 1997 by the Council of the European Union, applicable in case of death or bodily injury suffered by a passenger, unless said death or injuries are attributable to the passenger himself or to his behaviour.

Article 3 of said regulation 2027/92 provides that:

- The liability of a Community air carrier for damages sustained in the event of death, wounding or any other bodily injury by a passenger in the event of an accident shall not be subject to any financial limit, be it defined by law, convention or contract
- The obligation of insurance set out in Article 7 of Regulation (EEC) No 2407/92 shall be understood as requiring that a Community air carrier shall be insured up to the limit of the liability required under paragraph 2 and thereafter up to reasonable level.
- For any damages up to the sum of the equivalent in ECU's of 100 000 SDR, the Community air carrier shall not exclude or limit his liability by proving that he and his agent have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.
- Notwithstanding the provisions of paragraph 2, if the Community air carrier proves that the damage was caused by, or contributed to by, the negligence of the injured or deceased passenger, the carrier may be exonerated wholly or partly from its liability in accordance with applicable law.

and article 5 provides that:

- The Community air carrier shall without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.
- Without prejudice top paragraph 1, an advance payment shall not be less than the equivalent in ECU's of 15 000 SDR per passenger in the event of death.
- An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of Community air carrier liability, but is not returnable, except in the cases prescribed in Article 3 (3) or in circumstances where it is subsequently proved that the person who received the advance payment

caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

### **15.2) Without prejudice to the foregoing:**

- The carrier shall only be liable for damages caused on his own lines.
- The carrier shall assume no responsibility for damage to carry-on baggage, unless said damage was the carrier's fault. In case of passenger's fault contribution to the damage, the carrier's liability will be assessed on the basis of the applicable legislation.
- The carrier shall assume no liability for damages caused by the passenger's failure to comply with the relevant legal or regulatory provisions or the carrier's instructions.
- The carrier's liability shall be limited to the damage caused to checked-in baggage, in accordance with the applicable international conventions and legislation. If the total weight of the baggage is not indicated on the baggage claim voucher, the total weight of the checked-in baggage will be presumed not to exceed the authorised maximum number of kilos.
- The carrier's financial liability shall not exceed the amount of the proven damage. Moreover, the carrier shall not be held liable for indirect or repercussive damages.
- The carrier shall not be held liable for injuries suffered by or damage caused to the baggage of a passenger, when these were provoked by objects contained in said baggage. All passengers, a personal object of whom injures another person or damages that person's or the carrier's property, shall be liable for compensation, including all loss and expenses incurred by the carrier for that reason.
- The carrier shall not be liable for damages caused to, pilferage of, delayed delivery or loss of fragile or perishable objects, currencies, jewellery, precious metals, silverware, cameras, videos, computers and all accessories, high value items, securities, passports and other identity documents contained in the baggage, whether checked in or carry on.
- In case of transport of a passenger whose age or mental or physical health are likely to entail a risk or constitute a danger for himself or for the other passengers, the carrier shall not be held liable for any sickness, injury or disablement due or related to this condition nor any aggravation thereof.
- The carrier will not accept responsibility for the damage or loss of protruding parts such as wheels, straps, pull handles, or other items that are attached to baggage, perishable, damaged or fragile baggage or for minor damage to the exterior of baggage (e.g. scratches, stains, soiling, dents as a result of the normal rigours of transportation by air or for water damage to non water-resistant baggage), or items lost or damaged (buggy, surfboard, golfbag, bike,...) as a result of bad packing.

In case the carrier is not able to perform his obligations, totally or partially, owing to events consisting of or resulting from:

- any and all accidents to or any element of the aircraft, or any technical difficulty that hinders the departure of the aircraft;
- difficulties or impossibility to refuel or supply with products necessary for the execution of the trip;
- strike by the carrier's or any other company's personnel on whom the carrier depends for the performance of the contract of transport, or strike by the staff of the airport authorities;
- meteorological or atmospheric conditions that prohibit or make the flight dangerous;

- generally any and all cases of force majeure or similar causes, including but not limited to, strikes, war, civil war, riots, uprisings, epidemics, government action, chartering or requisitioning of aircraft by the public authorities;

He shall not be held liable on this account.

In such cases, the carrier will reimburse the part of the fare corresponding to the part of the travel not carried out, to the exclusion of all other damages.

If the aircraft is re-routed for any of the afore-cited causes, the expenses for the transfer or accommodation of the passengers shall not be borne by the carrier.

Unless otherwise stipulated, no clause of the present conditions shall entail the renunciation of the exclusions or limitations of the carrier's liability laid down by the applicable international conventions and laws and regulations.

These exclusions or limitations are, in any event, applicable to damages exceeding the sum of 100 000 SDR, sustained in the event of death, wounding or any bodily injury by a passenger in the event of an accident.

## **Article 16: Time limits for lodging complaints and taking action**

### **16.1) Filing complaints**

The carrier shall assume no responsibility for damage to carry-on baggage, unless said damage was the carrier's fault.

In case of damage caused to registered baggage, no claim shall be admissible if the passenger did not file a complaint within 24 hours of their arrival or at the latest within 7 days after the baggage was placed at the passengers disposal at the airport, or within 21 days in the case the baggage was placed at the passengers disposal after a delayed delivery was reported.

For delayed baggage, no claim shall be admissible if a complaint is not filed directly upon arrival at their destination.

All complaints and relevant information must be filed at once in writing to:

- the carrier's place of business: Brussels Airport, building 116, 1820 Melsbroek (Belgium), or
- the central tracing department : Virgin Express baggage services, Rue D'annam 14, 75020 Paris, France, or
- the local office of the carrier in one of the other countries served.

All relevant documents must be submitted within 20 days of travel. Validity for reimbursement is set at 3 months of travel.

Virgin Express reimburses 21 Euro per day per bag for the 5 first days, upon receipts of the items bought and ALL original documents, for the passenger NOT resident of the country where they made their claim or on their return journey.

If your bag has been delayed for more than 5 days, send a detailed list of the contents of your missing property to Virgin Express Headquarters.

Refunds of damages, pilferage or loss of baggage is governed by the Montreal Convention in force at the time of the claim. The maximum refund is set at 1000 SDR and is subject to proof of purchase.

In case you forget something on board the aircraft, call the airport where you land in order to locate your missing items.

### **16.2) Forfeiture**

The right to compensation shall expire if no complaint is filed within two years as of the day in which the detrimental event occurred.

### **Article 17: Termination**

If the passenger fails to comply with the provisions contained in the contract of transport, the general conditions of transport and the regulations, the contract will be automatically terminated without prior notice or formal notification, and the sums already collected on the price of the ticket will be kept definitively by the carrier.

### **Article 18: Amendment and deletion**

No agent, employee or representative of the carrier will be authorised to change, modify, or delete any of the provisions of the present general conditions of transport.