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conditions of carriage

easyJet Conditions of Carriage for Passengers and Baggage effective 28 June 2004

Conditions of Carriage for Passengers and Baggage relating to carriage where easyJet Airline Company Limited or easyJet Switzerland S.A., as applicable, is the Carrier.

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Article 1

Definitions

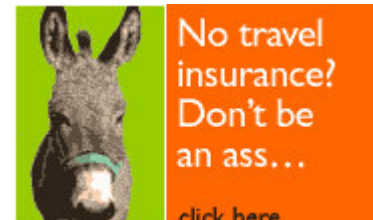
As you read these Conditions of Carriage, please note that:

"**We**", "**our**", "**ourselves**" and "**us**" means easyJet Airline Company Limited or easyJet Switzerland S.A., as applicable (see also definition of "Carrier"); and

"**You**", "**your**" and "**yourself**" means any person, except members of the crew, carried or to be carried in an aircraft with our consent (see also definition of "Passenger").

"**Agreed Stopping Places**" means those places, except the place of departure and the place of destination, set forth in the Ticket or shown in our timetables as places at which the aircraft is scheduled to stop en route;

"**Baggage**" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage;



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"**Baggage Check**" means those parts of the Ticket (see definition below) which relate to the carriage of your Checked Baggage and includes the Baggage Identification Tag;

"**Baggage Identification Tag**" means a document issued by us solely for identification of Checked Baggage.

"**Carrier**" means easyJet Airline Company Limited or easyJet Switzerland S.A., as applicable (see also definition of "we, "our", "ourselves" and "us");

"**Carrier's Regulations**" means rules, other than these Conditions of Carriage, published by us and in effect on the date of booking governing carriage of Passengers and/or Baggage and shall include applicable Tariffs in force and are available at our offices, check-in and on our Website;

"**Checked Baggage**" means Baggage of which we take custody and for which we have issued a Baggage Identification Tag;

"**Conditions of Carriage**" means these Conditions of Carriage for Passengers and Baggage;

"**Confirmation Number**" means the number you are given by us to identify each flight reservation made by you which is confirmed by us;

"**Convention**" means whichever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 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 Montreal Convention (1999)

as supplemented by the Guadalajara Convention (1961) where applicable;

"**Damage**" includes death, wounding or bodily injury to a Passenger and loss, partial loss, theft or other damage to Baggage of whatsoever nature arising out of or in connection with carriage or other services incidental thereto performed by us;

"**Days**" means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted;

"**EC Regulation**" means Council Regulation 2027/97 on air carrier liability in the event of accidents as amended by European Parliament and Council Regulation No. 889/2002;

"**Passenger**" means any person, except members of crew, carried or to be carried in an aircraft with our consent (see also definition for "you", "your" and "yourself");

"**Special Drawing Right**" is a unit of currency which the International Monetary Fund fixes from time to time as having a Sterling or other currency equivalent;

"**Stopover**" means a break in your journey at an Agreed Stopping Place, which break has been agreed to in advance by us;

"**Tariff**" means the fares, charges and conditions applicable thereto;

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

"**Unchecked Baggage**", which is equivalent to hand luggage including all personal items taken onboard by a Passenger, is Baggage other than Checked Baggage;

"**Website**" means the internet site www.easyJet.com provided by us for the purpose of Passengers making online reservations.

Article 2

Applicability

2.1. General

Except as provided in Paragraphs 2, 3 and 4 of this Article, these Conditions of Carriage apply to all carriage by air of Passengers and Baggage performed by us and to any liability we may have in relation to that carriage by air.

2.2. Charters

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket.

2.3. Overriding Laws

If these Conditions of Carriage or any of them are inconsistent with any laws (such as the Convention) which apply to your contract of carriage with us, those laws will apply.

2.4. Conditions Prevail over Regulations

Except as provided herein, in the event of inconsistency between these Conditions of Carriage and our Carrier's Regulations, these Conditions of Carriage shall prevail.

Article 3

Tickets

3.1. Ticket Prima Facie Evidence of Contract

The evidence of the contract of carriage is the Ticket. The Ticket, these Conditions of Carriage and our Carrier's Regulations (including applicable Tariffs) together constitute the terms and conditions of the contract of carriage between you and us.

These Conditions of Carriage and our Carrier's Regulations are accessible in full on the Website and copies may be obtained from our offices at the addresses stated at the end of these Conditions of Carriage and at check-in.

3.2. Changes to your Ticket

If you wish to change your flight or the Passenger to be carried you may do so in the circumstances provided in Article 6.2 and our Carrier's Regulations. Otherwise, your contract of carriage with us is not transferable. We shall not be liable to any person entitled to be carried by us or for any refund in connection with a proposed flight if, in good faith, we provide carriage to a person purporting to be entitled to carriage or make any refund to the person entitled in accordance with Article 11.

3.3. Validity

A Ticket is only valid for the Passenger named and the flight specified being the person and flight for which the reservation was originally made or as subsequently changed and accepted by us in accordance with Article 3.2 above.

3.4. Name and Address of the Carrier

Our name and address may be abbreviated on any of our documents of carriage or on the Website. The address of our registered offices can be found at the end of these Conditions of Carriage.

Article 4

Stopovers

Stopovers may be permitted at Agreed Stopping Places subject to Government requirements and our Carrier's Regulations.

Article 5

Fares

5.1. 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 services between airports and between airports and town terminals, unless provided by us without additional charge. Fares will be calculated in accordance with our Tariff in effect on the date of payment for the Ticket for the flight or flights concerned. Should you wish to change your flight or any part of your itinerary there may be additional payments due, as specified in our Carrier's Regulations.

5.2. Taxes and Charges

Any taxes or charges imposed by Government or other authority, including the operator of an airport, which we are obliged to collect from you or pay in respect of you and your flight may be payable by you to us in addition to the fare. At the time you make a reservation you will be advised of the total amount of such taxes and charges not included in the fare and payable by you. Such taxes and charges imposed on air travel are constantly changing and can be imposed after the date that your reservation has been confirmed. If any such tax or charge is introduced or increased after the reservation was made you will be obliged to pay it prior to departure. Similarly, if any such tax or charge due is abolished or reduced before we are obliged to pay it you will be entitled to claim a refund from us.

5.3. Currency

Fares and charges are payable in any currency in which the fare is published unless otherwise agreed by us.

Article 6

Reservations

6.1. Reservation Requirements

A reservation for a particular flight is confirmed by the issuance by us of a Booking Reference. It is not necessary for you to reconfirm a flight for which there

6.2. Changes

You are not entitled to change reservations once confirmed, save that names of Passengers or flights (subject to space being available) may be changed prior to check-in for the original flight on payment of a fee per Passenger per flight and any difference in fares or taxes and other charges which may be applicable at the time the change is made, subject always to the conditions in our Carrier's Regulations.

6.3. Payment

Fares plus all taxes and other charges relating to your reservation must be paid in full when a confirmed reservation is made. If such sums have not been paid in full (or appropriate credit arrangements are not made with us) when a reservation is confirmed, we may at any time prior to check-in cancel the reservation.

6.4. Personal Data

You recognise that your personal data has been given to us for the purposes of making a reservation for carriage and providing you with confirmation of that reservation; providing and developing ancillary services and facilities; direct marketing (subject to your right to withdraw your authority); facilitating immigration and entry procedures; accounting, billing and auditing; checking credit or other payment cards; security, administrative and legal purposes; systems testing, maintenance and development; statistical analysis; ensuring our compliance with legal and regulatory obligations applicable to us; and helping us in any future dealings with you. For these purposes you authorise us to retain and use your personal data and to transmit it to our own offices, authorised agents, government agencies, other carriers or the providers of the services mentioned above wherever they may be located.

6.5. Seating

We do not guarantee to provide any particular seat in the aircraft and you agree to accept any seat that may be allotted or is otherwise made available on the flight.

6.6. Fare non-refundable

The fare will be payable by you if you fail to use space for which a reservation has been made, save as provided in Articles 10.2 and 11.1 or as otherwise provided in our Carrier's Regulations.

Article 7

Check-In and Administrative Formalities

7.1. Check-in deadlines

You must arrive at the airport sufficiently in advance of the scheduled flight departure time to permit completion of Government formalities and check-in procedures. Check-in deadlines may vary at different airports and for particular flights. It is your responsibility to ensure that you comply with these deadlines details of which will be available at the time you make your reservation. In any event we reserve the right not to accept you for travel less than 30 minutes before the scheduled departure time of your flight. If you fail to present yourself for check-in by the time limits stated above, or appear to be improperly documented and not ready to travel, we may refuse to carry you and we are not liable for any loss or expense due to your failure to comply with the provisions of this Article.

7.2. Requirement for Check-in

On check-in you are required to present certain information relating to your flight and identity. This must include the Booking Reference of the flight which you have confirmed with us and an acceptable form of photographic identification. Details of these requirements, necessary for all flights (both international and domestic), are stated in our Carrier's Regulations.

7.3. General

You are solely responsible for complying with all laws, regulations, orders, demands and requirements of countries to be flown from, into or over and with our Carrier's Regulations and instructions given by us relating thereto. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.

7.4. Travel Documents

You are responsible for obtaining and must possess and have available for presentation as required all entry and exit, health and other documents required by laws, regulations, order, demands or requirements of the countries to be flown from, into or over. We reserve the right to refuse carriage to any Passenger who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements.

7.5. Refusal of Entry

You agree to pay the applicable fare and/or penalties or fines whenever we, on order of any Government or immigration authority, are required to return you to your point of origin or elsewhere, owing to your inadmissibility into a country, whether of transit or destination. In such circumstances we will not refund any fare to you for flights with us that you are unable to fly for these reasons.

7.6. Passenger Responsible for Fines, Detention Costs, etc

If we are required to pay or deposit 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 to be flown from, into or over or to produce the required documents, you shall on demand reimburse to us any amount so paid or expenditure so incurred or to be paid. We may apply towards such payment or expenditure the value of any carriage unused by you, or any funds in our possession.

7.7. Security Inspections

You shall submit to any security checks or requirements by Government or airport officials or by us.

Article 8

Refusal and Limitation of Carriage

8.1. Right to refuse carriage

We may refuse to carry you or your Baggage for reasons of safety or if, in the exercise of our reasonable discretion, we determine that:

- (a) such action is necessary for reasons of security;
- (b) such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;
- (c) your conduct, status, age or mental or physical condition or the physical condition of your Baggage is such as to:
 - (i) require our special assistance (save where the "Special Needs" provisions of our Carrier's Regulations apply); or
 - (ii) cause harm, discomfort or make yourself objectionable to other passengers or crew; or
 - (iii) involve any hazard or risk to yourself or other persons or to property; or
- (d) you have committed misconduct on a previous flight and such conduct may be repeated; or

(e) you have not observed, or may fail to observe, our instructions with respect to safety or security; or

(f) you have refused to submit to a security check; or

(g) the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between us and you (or the person paying the fare) have not been complied with; or

(h) you do not appear to be properly documented; or

(i) any of our documentation presented by you:

(i) has been acquired unlawfully or has been purchased from an entity other than us or our authorised agent; or

(ii) has been reported as being lost or stolen; or

(iii) is counterfeit; or

(iv) has been altered by anyone other than us or our authorised agent, or has been mutilated;

in which case we reserve the right to retain such documentation; or

(j) the person presenting for check-in or boarding cannot prove that he is the person named as the Passenger on the Ticket. We reserve the right to retain such Ticket in these circumstances.

8.2. Limitation on Carriage

Unaccompanied minors, persons with special needs or pregnant women will only be accepted for carriage in accordance with our Carrier's Regulations.

Article 9

Baggage

9.1. Items Unacceptable as Baggage

(a) You must not include in your Baggage:

(i) items which do not constitute Baggage as defined in Article 1 hereof properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care in handling;

(ii) items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organisation (ICAO) and the International Air Transport Association (IATA) and in our Carrier's Regulations (such documents are available from us on request);

(iii) items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to

(iv) items which in our reasonable opinion are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items;

(v) live animals, except as provided for in paragraph 9 of this Article;

(vi) human remains except as provided in paragraph 10 of this Article.

(b) Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with our Carrier's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations.

(c) You must not include in Checked Baggage fragile or perishable items, money, jewellery, precious metals, silverware, computers, electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

(d) Weapons such as antique firearms, swords, knives and similar items may at our reasonable discretion be accepted as Checked Baggage, in accordance with our Carrier's Regulations, but will not be accepted into the cabin.

(e) If any items referred to in (a) (b) (c) or (d) of this paragraph are carried, whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions of Carriage applicable to the carriage of Baggage.

9.2. Right to Refuse Baggage

(a) We may refuse carriage as Baggage of such items described above in Article 9.1 that are prohibited from carriage as Baggage and may refuse further carriage of any such items on discovery thereof.

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

(c) We may refuse to accept Baggage for carriage unless properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

9.3. Right to Search

(a) For reasons of safety and security, we may require you to permit a search, x-ray or other type of scan to be made of your person and your Baggage, and may so search or have searched your Baggage in your

determining whether you are in possession of or whether your Baggage contains any item described in Article 9.1 or any items or munitions which have not been presented to us in accordance with Article 9.1. If you are unwilling to comply with such requirement we may refuse without refund or other liability to carry you or your Baggage. In the event that a search or scan causes damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such damage unless due to our fault or negligence.

(b) If required, you must attend the inspection of your Baggage, checked or unchecked, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you through your failure to comply with this requirement unless due to our negligence.

9.4. Checked Baggage

(a) Upon delivery to us of Baggage to be checked, we shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage.

(b) Checked Baggage must have your name or other personal identification affixed securely to it.

(c) Checked Baggage will be carried on the same aircraft as you unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you within a reasonable time of the arrival of that flight unless applicable law requires you to be present for customs clearance.

9.5. Free Baggage Allowance

You may carry free of charge Baggage as specified and subject to the conditions and limitations contained in our Carrier's Regulations.

9.6. Excess Baggage

Each Passenger is usually permitted to transport, free of charge, one standard piece of Checked Baggage up to a maximum weight, as specified in Carrier's Regulations. You will not be entitled to transport Baggage in excess of our free-of-charge allowance. If, in our entire discretion, Baggage in excess of the free Baggage allowance is accepted you shall pay a charge for the carriage of that excess Baggage at the rate and in the manner provided in our Carrier's Regulations.

9.7. Unchecked Baggage

(a) Each Passenger is usually permitted to transport one standard piece of Unchecked Baggage in the cabin as hand Baggage to a maximum weight and size, in accordance with our Carrier's Regulations. Baggage which you carry on to the aircraft must fit under the

compartment in the cabin. Items determined by us to be of excessive weight or size will not be permitted in the cabin.

(b) Objects not suitable for transport in the cargo compartment will not be accepted for transportation in the cabin compartment except as otherwise provided in our Carrier's Regulations or with our express prior consent. The transport of such objects may be charged for separately.

9.8. Collection and Delivery of Baggage

(a) You shall collect your Baggage as soon as it is available for collection at places of destination or stopover. If you do not collect it within a reasonable time, we may charge a storage fee. If Checked Baggage is not claimed within three (3) months of the time it was made available to you, we may dispose of it without any liability to you.

(b) Only the bearer of the Baggage Identification Tag, delivered to the Passenger at the time the Baggage was checked, is entitled to delivery of Baggage.

(c) If a person claiming the Baggage is unable to produce a Baggage Identification Tag for identification of the Baggage, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right thereto, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.

(d) Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

9.9 Animals

(a) Save as provided below, the carriage of animals and livestock of any kind is forbidden.

(b) Guide dogs accompanying sight/hearing and physically handicapped Passengers together with containers and food, will be carried free of charge in addition to the normal free Baggage allowance on domestic sectors in the United Kingdom only, subject always to our Carrier's Regulations.

(c) Acceptance for carriage of the above animals is subject to the condition that the Passenger assumes full responsibility for such animal. We shall not be liable for injury to or loss, delay, sickness or death of such animal unless caused by our fault or negligence.

9.10. Human Remains

Human remains will not be accepted for carriage on any route. However, the carriage of human ashes is accepted subject to our Carrier's Regulations.

Article 10

Schedules, Cancellation of Flights

Schedules

10.1. We will take all reasonable measures necessary to carry you and your Baggage with reasonable dispatch and subject to Article 10.2(c) to adhere to published schedules in effect on the date of travel. Times shown in timetables, schedules or elsewhere are not guaranteed and form no part of the contract of carriage.

Cancellation, Changes of Schedules, etc

10.2. At any time after a reservation has been made we may change our schedules and/or cancel, terminate, divert, postpone or delay any flight where we reasonably consider this to be justified by circumstances beyond our control or for reasons of safety. If we do so:

(a) in the event of cancellation we will make a refund in accordance with Article 11 subject to any other options you may accept as stated in the Carrier's Regulations;

(b) in the event of diversion we will arrange for you to be carried (at our expense) to the Agreed Stopping Place or place of destination to which the flight was intended to be bound;

(c) in the event of delay or disruption to our published schedule we will apply the procedures set out in our Carrier's Regulations; and

(d) we will have no other liability to you in any way whatsoever save as set out in our Carrier's Regulations.

10.3. Where a cancellation or significant alteration is made to our schedule before the date of your departure, we will use reasonable efforts to inform you of any such cancellation or alteration.

10.4. Except in the case of negligence or fault on our part our act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result, we shall not be liable for errors or omissions in timetables or other published schedules as to the dates or times of departure or arrival or as to the operation of any flight.

Denied Boarding

10.5. If we are unable to provide you with previously confirmed space on any flight, we shall provide you with compensation in accordance with our denied boarding compensation policy as referred to in our Carrier's Regulations. Details of this policy are available on request and at check-in counters.

Article 11

Refunds

11.1. General

On failure by us to provide carriage in accordance with the contract of carriage or where a refund is payable in accordance with these Conditions of Carriage or our Carrier's Regulations, refund of the fare or portion thereof as applicable shall be made by us in accordance with this Article and with our Carrier's Regulations. In any other circumstances not covered in these Conditions of Carriage, we will not refund fares on request except in accordance with our Carrier's Regulations.

11.2. Taxes and Charges

If after having made a reservation you do not fly with us, whether or not a refund of the fare is payable you will be entitled to claim a refund of any taxes or charges advised to you and payable by you in accordance with Article 5.2, which as a consequence we have no obligation to pay to any Government or other authority. We reserve the right to deduct a reasonable service charge from any such refund where you fail to fly with us despite a flight being available.

11.3. Person to whom refund will be made

(a) We shall make a refund only to the person who has paid the fare or to that person's order, who may be required to produce satisfactory proof of original payment.

(b) Except in the case of lost Tickets, refunds will only be made on surrender to us of the Tickets or any other documentation provided by us in relation to carriage.

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

11.4. Currency

All refunds will be subject to Government laws, rules and regulations or orders of the country in which the Ticket was originally purchased and of the country in

foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for but may be made in another currency in accordance with our Carrier's Regulations.

11.5. Credit Card Charges

Credit card charges are not refundable except where the flight is cancelled by us.

11.6. Refund Alternatives

In circumstances where you accept an alternative to a refund the provisions of this Article will apply to that alternative.

Article 12

Conduct Aboard Aircraft

12.1. If in our reasonable opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instruction of the crew or use any threatening, abusive or insulting words towards the crew or behave in any of these ways towards the crew, or behave in a disorderly manner or in a manner to which other Passengers may reasonably object, we may take such measures as we deem necessary to prevent continuation of such conduct including your restraint or removal from the aircraft. You may be prosecuted for offences committed on board the aircraft.

12.2. Unless we give our express prior permission, you are prohibited for reasons of safety from operating on board an aircraft any electronic equipment or similar devices except hearing aids and heart pacemakers. The equipment and devices which are prohibited from use include, but are not limited to, portable radios and recorders, mobile and cellular telephones, laptop computers, cassette and CD, DVD and MP3 players, electronic games or transmitting devices (including radio controlled toys and walkie-talkies).

12.3. If as a result of your conduct we decide, in exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you, then you must pay to us all costs which we incur of any nature whatsoever as a result of or arising out of that diversion.

Article 13

Arrangements by the Carrier

If in the course of concluding the contract of carriage by air we also agree to make arrangements with third

shall make such arrangements only as your agent and shall have no liability to you except for negligence on our part in making such arrangements.

Article 14

Liability for Damage

14.1. Save as provided by the EC Regulation, carriage by us is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not international carriage to which the Convention applies.

14.2. The following conditions apply to all carriage of Passengers by us.

(a) We shall be liable to you in the event of an accident resulting in your death or other bodily injury whilst on board an aircraft operated by us or in the course of any of the operations of embarking or disembarking.

(b) The amount of damages payable by us is not subject to any financial limit (be it defined by law, the Convention or contract) but for damages exceeding 100,000 Special Drawing Rights we can exclude liability if we prove that either such damage was not due to our negligence or other wrongful act or omission or that of our servants or agents or that such damage was solely due to the negligence or other wrongful act or omission of a third party.

(c) If we prove that the damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the deceased or injured Passenger we may be exonerated wholly or in part from our liability in accordance with applicable law.

(d) In the event of an accident resulting in the death or other bodily injury to a Passenger whilst on board an aircraft operated by us or in the course of embarking or disembarking, 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 (by a court or otherwise), make such advance payments as may be required to meet the immediate economic needs of that person on a basis proportional to the hardship suffered, provided that in the event of death the advance payment will not be less than the equivalent of 16,000 Special Drawing Rights per Passenger.

(e) Any advanced payment paid pursuant to (d) above:

(i) shall not be construed as an admission of liability by us and is made without prejudice to any defence which we are entitled to assert;

(ii) may be offset against any subsequent sums

(iii) is not returnable unless we subsequently prove that: (1) the damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the deceased or injured Passenger; or (2) the person who received the advanced payment caused, or contributed to, the damage by negligence or other wrongful act or omission; or (3) the person who received the payment was not the person to whom such compensation should properly have been paid.

(f) Save to the extent that applicable law may otherwise provide, where any advanced payment paid pursuant to paragraph 2(d) above, or any part thereof, is returnable to us pursuant to paragraph 2(e)(iii) above, the person who received the payment concerned shall make the repayment to us immediately upon the relevant proof being established (in a court or otherwise), together with interest calculated from the date of receipt of the payment by that person until the date of repayment to us, at the then current judgment rate applicable in the court having jurisdiction.

(g) In respect of any advance payment to be made pursuant to paragraph 2(e) above or any figure expressed in terms of an equivalent in Euros to an amount in Special Drawing Rights:

(i) the amount of the Euro equivalent shall be calculated at the prevailing rate set by the International Monetary Fund for the relevant date;

(ii) in circumstances where the United Kingdom has not introduced the Euro as legal tender on the relevant date, any payment shall be made, or as the case may be any figure shall be interpreted, as Pounds Sterling by applying the prevailing market conversion rate for Pounds Sterling to Euros for the relevant date of payment or determination as the case may be.

14.3. The following conditions apply to all carriage of Baggage by us:

(a) in respect of Checked Baggage, we shall be liable to you for its destruction, loss or damage during the time it was in our charge and to the extent that damage did not result from the inherent defect, quality or vice of the Baggage;

(b) in respect of Unchecked Baggage, we shall only be liable to you if the damage resulted from our fault or that of our servants or agents;

(c) our liability to you in respect of Baggage shall be limited to a maximum of 1,000 Special Drawing Rights per Passenger unless (i) a higher value is declared to us at check-in of the Baggage concerned and a supplementary sum paid if required by us, in which case our liability shall be limited to such higher declared value (subject to such higher sum being

in delivery at destination or (ii) it is proved that the damage resulted from our act or omission or that of our servant or agent and was done with intent to cause damage or recklessly and with knowledge that damage would probably result, and in the case of such an act or omission by a servant or agent, it is also provided that they were acting within the scope of their employment.

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

14.5. To the extent that not in conflict with the foregoing and whether or not the Convention applies:

(a) We are liable only for damage occurring on our flights. A carrier issuing a ticket or checking Baggage on the flights of another carrier does so only as agent for such other carrier. Nevertheless, in cases where the Convention applies with respect to Baggage a Passenger may also have a right of action against the first or last carrier (in addition to any right of action against the carrier who performed the carriage during which the accident or delay occurred).

(b) We are not liable for damage to Unchecked Baggage unless such damage is caused by our fault or that of our servants or agents. If there has been contributory negligence on your part, our liability shall be subject to the applicable law relating to contributory negligence.

(c) We are not liable for damage arising from our compliance with any laws or Government regulations, orders or requirement, or from your failure to comply with the same.

(d) Our liability shall not exceed the amount of proven damages. We shall furthermore not be liable for indirect or consequential damages of any nature whatsoever and howsoever arising.

(e) We are not liable for injury to a Passenger or for Damage to a Passenger's Baggage caused by property contained in such Passenger's Baggage unless that injury or damage is the result of fault or negligence on our part. Any Passenger whose property causes injury to another person or Damage to another person's property or to our property (which is not the result of fault or negligence on our part) shall indemnify us in respect of all claims against us and also for all losses and expenses incurred by us as a result thereof.

(f) We are not liable for Damage to articles not permitted to be contained (whether or not we knew that such articles were so contained) in Checked Baggage as set out in Article 9 above except where and to the extent that the Convention otherwise provides.

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

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

14.6. Unless expressly provided nothing herein shall waive any exclusion or limitation of our liability under the Convention or applicable laws.

Article 15

Time Limitation on Claims and Actions

15.1 Notice of Claims

No action shall lie against us in the case of damage (including partial loss) to Checked Baggage unless the person entitled to delivery complains to us forthwith after the discovery of such damage, and, at the latest, within seven days from the date of receipt; and in the case of delay, unless the complaint is made at least within 21 days from the date on which the Baggage has been placed at his disposal. Every complaint must be made in writing and dispatched within the time set out above.

15.2. Limitations of Actions

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

15.3. Modification and Waiver

No agent, employee or representative of ours has authority to alter, modify or waive any provision of these Conditions of Carriage.

Article 16

Choice of Law and Jurisdiction

Unless otherwise provided by the Convention or any applicable law, Government regulations, orders or

(a) these Conditions of Carriage and any carriage which we agree to provide you with (in respect of yourself and/or your Baggage) shall be governed by the laws of England; and,

(b) any dispute between you and us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

Name of the Carrier

easyJet Airline Company Limited easyLand, London Luton Airport Luton, Bedfordshire LU2 9LS UNITED KINGDOM	easyJet Switzerland S.A. 5 Route de L'Aeroport 1215 Geneva 15 SWITZERLAND
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