



## STRATEGIC AIRLINES SA GENERAL CONDITIONS OF CARRIAGE (PASSENGER AND BAGGAGE)

### **AIR CARRIER LIABILITY FOR PASSENGERS AND THEIR BAGGAGE**

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

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

There are no financial limits to the liability for passengers' injury or death.

For damages up to 100.000 SDRs (approximately EUR €115.000) the air carrier cannot contest claims for compensation except if the air carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the passenger.

Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault or by proving that the damage was caused or contributed to by the negligence or other wrongful act or omission of a third party.

#### **Advance payments**

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16.000 SDRs (approximately EUR €18,400).

Such advance payments shall not constitute recognition of liability and may be offset against any amounts subsequently paid as damages by the carrier. It is not returnable, except in the cases of negligence or other wrongful act or omission of the passenger or where the person who received the advance payment was not the person entitled to compensation

#### **Passenger delays**

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4.150 SDRs (approximately EUR €4,773).

#### **Baggage delays**

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1.000 SDRs (approximately EUR €1,150).

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

The air carrier is liable for destruction, loss or damage to baggage up to 1.000 SDRs (approximately EUR €1,150). 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.

DISCLAIMER: This notice cannot be used as a basis for a claim for compensation and cannot be used to interpret the provisions of the European Regulation or the Montréal Convention, and it does not form part of the contract between passenger and air carrier. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.



## ARTICLE 1 – DEFINITIONS AND MEANINGS

As you read these conditions, please note that:

"We", "our" "ourselves" and "us" means Strategic Airlines SA.

"You", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "Passenger").

"AIRLINE DESIGNATOR CODE" means the two-characters or three letters which identify particular air carriers.

"BAGGAGE" means the effects and other personal items accompanying the Passenger on his trip. Unless provided otherwise, this term means both checked and unchecked Baggage.

"BAGGAGE CHECK" means the identification tag issued by the Carrier and affixed to the Ticket relating to carriage of Checked Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued solely for identification of Checked Baggage.

"BOARDING CARD" means the document supplied after check-in enabling the Passenger to pass through control points and gain access to the aircraft.

"CARRIER" means an air carrier other than ourselves, whose Airline Designator Code appears on your Ticket or on a Conjunction Ticket.

"CHECKED BAGGAGE" means Baggage of which we take custody and for which we have issued a Baggage Check.

"CONDITIONS OF CONTRACT" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

"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);
- Guadalajara supplementary Convention (1961) (Guadalajara);
- The Montreal Convention (1999).

"COUPON" means either the paper Flight Coupon or an Electronic Coupon, both containing the name of the Passenger who should be making the flight identified on the Coupon;

"DAMAGE" includes death, wounding or bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.

"DAYS" mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the date of departure shall not be counted.

"ELECTRONIC COUPON" means an Electronic Flight Coupon or any other document of the same value, saved in digital format on the Carrier's or Tour operator's computerized Bookings system;

"ELECTRONIC TICKET" means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.



"FLIGHT COUPON" means the part of the Ticket identified as " valid for carriage " or, in the case of an Electronic Ticket, the Electronic Coupon indicating the precise points between which the Passenger is to be carried.

"FORCE MAJEURE" means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

"ITINERARY/RECEIPT" means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

"PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").

"PASSENGER COUPON" or "PASSENGER RECEIPT" means the part of the Ticket issued by the Carrier or on its behalf which is identified as such and must be retained by the Passenger.

"SPECIAL DRAWING RIGHTS (SDR)" means a unit of account of the International Monetary Fund (IMF) the value of which is determined by the latter from time to time, on the basis of a mix of reference currencies.

[http://www.imf.org/external/np/fin/data/rms\\_five.aspx](http://www.imf.org/external/np/fin/data/rms_five.aspx)

"STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"TARIFF" means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

"TICKET" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

"UNCHECKED BAGGAGE" or "CABIN BAGGAGE" means any Baggage other than Checked Baggage. This Baggage remains in the custody of the Passenger.

## **ARTICLE 2 – APPLICABILITY**

### **2.1 GENERAL**

Except as provided in Articles 2.3 and 2.4, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

### **2.2 SUB-CHARTERS OR SUBSTITUTE CARRIER**

On occasions, it may be necessary for another carrier to operate a flight on our behalf under our Airline Designator Code, by way of a sub-charter. Under exceptional circumstances, we may arrange for another air carrier to carry you pursuant to your Ticket. Our Conditions of Carriage will nevertheless apply to such carriages.

### **2.3 OVERRIDING LAW**

2.3.1 These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

2.3.2 If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.3.3 These Conditions of Carriage may be updated from time to time and we recommend that passengers familiarize themselves with these conditions prior to their departure.



## **2.4 CONDITIONS PREVAIL OVER REGULATIONS**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

## **ARTICLE 3 – TICKETS**

### **3.1 TICKETS**

3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you will be required to produce appropriate identification.

3.1.2 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you.

3.1.3 Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed.

3.1.4 Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

### **3.2 SCHEDULES AND SCHEDULE ALTERATION**

3.2.1 Ticketed times and schedules may change between the date of publication or the date of purchase and the date of the trip due to external factors or at the request of the Charterer (your Tour Operator) in particular.

3.2.2 Flight times are not guaranteed and do not form part of the Contract of Carriage.

3.2.3 The Passenger has a duty to check these before accepting his booking.

3.2.4 The Passenger has a duty to contact their Tour Operator where appropriate in order to confirm flight times or the booking.

### **3.3 NAME OF CARRIER**

Our name may be abbreviated to our Airline Designator Code, or otherwise, our address shall be deemed to be STRATEGIC AIRLINES SA, Cargo Centre West, Luxembourg Airport, L1110 – Luxembourg-Findel.

## **ARTICLE 4 - FARES, TAXES, FEES AND CHARGES**

### **4.1 FARES**

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your Ticket.

### **4.2 TAXES, FEES AND CHARGES**

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

### **4.3 CURRENCY**

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or your Tour Operator, at or before the time payment is made.



## **ARTICLE 5 – RESERVATIONS**

### **5.1 RESERVATION REQUIREMENTS**

5.1.1 We or your Tour Operator will record your reservation(s). We or your Tour Operator will provide you with written confirmation of your reservation(s).

5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.

### **5.2 PERSONAL DATA**

You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, Carriers or the providers of the above-mentioned services.

### **5.3 SEATING**

We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat and in the event that your requested seat is unavailable, we shall refund any payment you have made in respect of such seat request. This shall be our sole obligation to you. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

### **5.4 SMOKING**

You may not smoke on any aircraft operated by us. Failure to comply with such requirements may result in severe criminal penalties being brought against you. In addition, you shall also be liable for any costs resulting from any disruption incurred by us as a result of you not complying with this requirement and we shall be entitled to refuse you carriage on any return or subsequent flight.

## **ARTICLE 6 - CHECK-IN AND BOARDING**

6.1 Unless otherwise specified by us, or by any other applicable governmental or airport authority, the check-in deadline for a flight operated by us is 45 minutes prior to the scheduled departure time. In the event that you have not checked-in prior to the check-in deadline, we reserve the right to cancel your reservation and deny you boarding, without any right to a refund.

6.2 You must be present at the boarding gate not later than the time specified by us when you check-in, or if no time is specified, at least 20 minutes prior to the scheduled departure time.

6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

6.4 The same shall apply if you do not present a valid boarding card corresponding to the trip concerned, thereby rendering you unable to travel, whereby we reserve the right to cancel your reservation and deny you boarding, without any right to a refund.

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

## **ARTICLE 7 - REFUSAL AND LIMITATION OF CARRIAGE**

### **7.1 RIGHT TO REFUSE CARRIAGE**

7.1.1 In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund.

7.1.2 We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.2.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passengers or crew;

7.1.2.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to Passengers, to crew, or to property;

7.1.2.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;



7.1.2.5 you have refused to submit to a security check;

7.1.2.6 you have not paid the applicable fare, taxes, fees or charges;

7.1.2.7 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroyed your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.2.8 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us, your Tour Operator or our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit, has been defaced or altered in some way, or you cannot prove that you are the person named in the Ticket;

7.1.2.9 you fail to observe our instructions with respect to safety or security;

7.1.2.10 your attire and/or any articles you carry, or intend to carry on board the flight are likely to be offensive to any passenger or crew;

In which case, the provision of Article 10.1 shall apply.

## **7.2 SPECIAL ASSISTANCE**

7.2.1 Acceptance for carriage of unaccompanied children, persons who are not self reliant or persons with reduced mobility, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us in accordance with our policy in this regard.

7.2.2 Passengers with disabilities including reduced mobility who have advised us of any special requirements they may have prior to the time of booking and at any time thereafter until 48 hours before their departure time, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

7.2.3 In accordance with Regulation No. 1107/2006 applying to the departure or arrival at an airport in the European Union, the Carrier may refuse to carry a passenger with reduced mobility (i) in order to meet the safety requirements that apply, or (ii) if the size of the aircraft or its doors makes embarkation or carriage of that person physically impossible.

7.2.4 Within the context of carriage, the person with reduced mobility is entitled to the following services:

(i) Carriage of recognised assistance dogs in the cabin or in the hold, subject to national regulations.

(ii) In addition to medical equipment, the carriage of a maximum of two items of mobility equipment per passenger with reduced mobility, including electric wheelchairs, provided they have forty-eight (48) hours advance notice and subject to there being sufficient room on board the aircraft and without prejudice to application of the legislation on dangerous goods.

(iii) The making of all reasonable efforts to allocate seating to meet the needs of Passengers with reduced mobility at their request and subject to safety requirements and availability.

(iv) Assistance in moving to toilet facilities on request.

(v) If there is an Accompanying person, the Carrier will do its utmost, within reasonable limits, to allocate this person a seat next to the said passenger.

7.2.5 Carriage of stretcher cases and of persons requiring oxygen therapy is not accepted on Strategic Airlines passenger flights.

7.2.6 With regard to carriage of a Passenger with reduced mobility or of a large build, the use of a second seat is not a facility automatically offered to Passengers. The passenger should check with the Tour Operator, such Tour operator being the sole person entitled to decide to the allocation of an additional seat. In any event, safety obligations may entail that passenger being denied boarding in the case where a second seat is not available.

7.2.7 On departure and arrival at airports in non-EU member countries, the Carrier applies the regulations in force in that country.

7.2.8 Expectant Mothers will be accepted for Carriage up to the 34<sup>th</sup> week of pregnancy subject to obtaining a medical certificate from a Doctor or Mid-wife confirming their physical fitness to travel. The certificate must specify the stage of pregnancy and passengers will only be accepted if their return journey does not exceed these limits.

7.2.9.1 We will not accept for Carriage any person under the age of 14 unless accompanied by a person of 16 years of age or older.

7.2.9.2 We will accept for Carriage unaccompanied young persons between the age of 14 and 15 years old who are able to travel unassisted. We recommend that the parents or guardians of unaccompanied young persons remain at the airport until after the confirmed departure of the aircraft.



## **ARTICLE 8 - BAGGAGE**

### **8.1 BAGGAGE ALLOWANCE**

A Ticket gives the right to carriage of a quantity of Checked Baggage (in number and/or by weight) "free of charge", without having to pay a supplement. This appears on the Ticket and must in all cases be taken into account. However, Checked Baggage may not exceed a maximum weight. You may carry some Cabin Baggage with you onto the cabin subject to our conditions and limitations, which are available upon request from us or your Tour Operator

### **8.2 EXCESS BAGGAGE**

You will be required to pay a charge for carriage of Baggage in excess of your Baggage allowance. These rates are available from us upon request and from your Tour Operator.

### **8.3 ITEMS UNACCEPTABLE AS BAGGAGE**

8.3.1 You must not include in your Baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations;

8.3.1.2 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to; and

8.3.1.3 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used.

8.3.2 Firearms and ammunition of any kind are prohibited from carriage as Baggage other than those intended for game-shooting or sport which, in order to be allowed on as checked Baggage, must be unloaded, appropriately packaged and have the safety catch engaged. The carriage of ammunitions is subject to ICAO and IATA Dangerous Goods regulations as indicated at paragraph 8.3.1.1 above.

8.3.3 You must not include in Checked Baggage money, jewelry, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples or necessary medication.

8.3.4 If, despite being prohibited, any items referred to in Articles 8.3.1 to 8.3.3 (inclusive) are included in your Baggage, we shall not be responsible for any loss or Damage to such items. In addition, failure to comply with such requirements may result in severe criminal penalties being brought against you and you shall also be liable for any costs resulting from any disruption incurred by us as a result of you not complying with this requirement and we shall be entitled to refuse you carriage on any return or subsequent flight.

Information about unacceptable items, as well as our up to date policy in this regard, are available on request and summarized below –

(i) Articles likely to constitute a hazard for the aircraft, the persons or goods on board, such as explosives, pressurized gases, oxidizing, radioactive or magnetized substances, inflammable substances, toxic or corrosive substances, liquids of all sorts (except liquids carried as Hand Baggage and intended for the Passenger's personal use during the trip);

(ii) Knives, cutting or stabbing weapons, aerosols capable of being used as offensive or defensive weapons. These articles are strictly forbidden in the cabin and may possibly only be carried in the hold at the Airline's sole discretion.

(iii) Live animals, except for companion animals subject to legal prescriptions and Airline regulations

### **8.4 RIGHT TO REFUSE CARRIAGE**

8.4.1 We will refuse to carry as Baggage the items described in Article 8.3, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other Passengers. Information about unacceptable items is available on request.

8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and container unacceptable to us is available on our website or on request.



## **8.5 RIGHT OF SEARCH**

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Articles 8.3.1 to 8.3.4 (inclusive). If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event 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 this was due to our fault or negligence.

## **8.6 CHECKED BAGGAGE**

8.6.1 Upon delivery to us of your Baggage which you wish to check in we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, 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, unless applicable law requires you to be present for customs clearance.

## **8.7 UNCHECKED BAGGAGE**

8.7.1 We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

## **8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE**

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it immediately you will be responsible for any loss or damage caused as a result, we may also charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you. In these circumstances we may also charge you a storage fee.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

## **8.9 ANIMALS**

If you wish to travel with an animal you must advise us at the time of booking. We may agree to carry such animal at your request but subject to the following conditions:

8.9.1 You must ensure that the animal is properly crated specifically designed for transportation by air and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, it will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

8.9.2 Small dogs and cats may be carried in the cabin subject to weight and size limits and legislation applicable.

8.9.3 The animal, together with its container and food, shall not be included in your free Baggage allowance, but a handling fee shall be applied at the applicable rate.

8.9.4 If accepted, Guide or Assistance dogs accompanying Passengers with disabilities will be carried for a nominal charge, subject to conditions specified by us, which are available on request. The dog will not occupy a seat and must be appropriately muzzled and harnessed.

8.9.5 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.

# STRATEGIC

8.9.6 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

## **ARTICLE 9 - DELAYS, CANCELLATION OF FLIGHTS**

9.1.1 The liability of the Carrier is governed by the Montreal Convention of 28 May 1999, implemented within the Community by Regulation (EC) No. 2027/97 as amended by Regulation (EC) No 889/2002. It should be noted that:

- (i) The liability of the Carrier cannot exceed the amount of proven direct damage and the Carrier shall not in any manner be liable for indirect damage or for any form of non-compensatory damage.
- (ii) In no case may the Carrier be found liable for damage arising from its complying with any legislative or regulatory provisions (laws, regulations, decisions, requirements and provisions) or from the Passenger failing to comply with these said provisions.
- (iii) The Carrier is not liable for any sickness, injury or disablement, including the death of a Passenger, due to the physical condition of the Passenger no more than for any aggravation of that same condition.

9.1.2 The Carrier applies the European Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and repealing Regulation (EEC) No. 295/91. When departing from an airport in a country outside the European Union, the Carrier implements the regulations applying in that territory.

9.1.3 Any action for damages and compensation must be brought within two years of the date of arrival of the aircraft or of the date on which the aircraft should have landed.

## **9.2 CANCELLATION, REROUTING, DELAYS, ETC.**

9.2.1 We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

9.2.2 Except as otherwise provided by the Convention or the applicable law including, without limitation, EU Regulation 261/2004, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or cease to operate a route, we shall, at our option, either:

9.2.2.1 carry you at the earliest opportunity on another of our services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

9.2.2.2 within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of travel without additional charge, or,

9.2.2.3 make a refund in accordance with the provisions of Article 10.2.

9.2.3 Upon the occurrence of any of the events set out in Article 9.2.2, except as otherwise provided by the Convention, the options outlined in Article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

## **9.3 DENIED BOARDING**

If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law including, without limitation, EU Regulation 261/2004.

## **9.4 DIVERSIONS**

In the event that, for reasons beyond our control, we are unable to land at the airfield at your destination and are required to divert to another airfield, then the carriage by air shall, unless the aircraft continues to its original destination, be deemed to be completed when the aircraft lands at the diversion airfield. We shall however arrange or designate alternative transportation to carry you to your original destination as set out in your Ticket, without additional charge to you.

## **ARTICLE 10 – REFUNDS**

### **10.1 TICKETS NON-REFUNDABLE**

Except as provided for in Article 10.2 below, all Tickets issued for flights operated by us are non-refundable. Any governmental, per passenger taxes and charges for unused flights, which may have been collected in respect of such flight are refundable upon request (subject to a £25/€35 administration fee per booking).



## **10.2 INVOLUNTARY REFUNDS**

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, or cease to operate a route, the amount of the refund shall be:

10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid to the Carrier; or

10.2.1.2 if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid to the Carrier and the applicable fare for travel between the points for which the Ticket has been used;

In either case (subject always to EU Regulation 261/2004), this being our limit of our liability to you.

## **10.3 CURRENCY**

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

## **ARTICLE 11 - CONDUCT ABOARD AIRCRAFT**

### **11.1 GENERAL**

11.1.1 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 instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience or Damage to other Passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft. If you are refused carriage because of your disruptive behaviour, or that you are under the influence of alcohol or drugs, we may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets.

11.1.2 In the event that the aircraft is required to carry out an unscheduled landing in order to off-load you from the flight, as a result of your conduct on board the aircraft, you shall be responsible for all costs incurred by us as a direct result of carrying out such an unscheduled landing. We may apply towards such payment of such costs, the value of any unused carriage on your Ticket, or any of your funds in our possession.

### **11.2 ELECTRONIC DEVICES**

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

### **11.3 REFUSING TO BOARD / DISEMBARKATION AT OWN INITIATIVE**

If you, through your own initiative, refuse to board the aircraft at the last minute or during the boarding process decide to disembark yourself and refuse to travel, we are under no obligation to provide a refund to you and you shall be responsible for all reasonable costs incurred by us as a direct result of your actions.

## **ARTICLE 12 - ARRANGEMENTS FOR ADDITIONAL SERVICES**

If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a Ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party, in doing so we act only as agent for you and for the relevant suppliers, not as principal. The terms and conditions of the third party service provider will apply.

## **ARTICLE 13 - ADMINISTRATIVE FORMALITIES**

### **13.1 GENERAL**

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

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



### **13.2 TRAVEL DOCUMENTS**

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

### **13.3 REFUSAL OF ENTRY**

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

### **13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.**

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

### **13.5 CUSTOMS INSPECTION**

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

### **13.6 SECURITY INSPECTION**

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

## **ARTICLE 14 - LIABILITY FOR DAMAGE**

14.1 Our Liability to you will be determined by these Conditions of Carriage.

14.1.1 Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention.

14.1.2(a) Any liability we have for Damage, will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

14.1.2(b) We will be liable only for Damage occurring during carriage on flights. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

14.1.2(c) We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

14.1.2(d) We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

14.1.2(e) Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to SDR 17 per kilogram and in the case of Damage to Unchecked Baggage shall be limited to SDR 332 per Passenger where the Warsaw Convention applies to your journey, or 1000 SDRs for Checked and Unchecked Baggage, subject to proven damage, where the Montreal Convention applies to your journey provided that in either case if in accordance with applicable law different limits of liability are applicable such different limits shall apply. The current value of 1 SDR is approximately €1.15 but this rate of conversion may fluctuate. For the purposes of the Warsaw Convention, if the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage is equal to the applicable Baggage allowance for the class of carriage concerned. If in the case of Checked Baggage a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value.

14.1.2(f) Except where other specific provision is made in these Conditions of Carriage, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.

14.1.2(g) We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.



14.1.2(h) We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under Article 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, keys, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

14.1.2(i) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

14.1.2(j) These Conditions of Carriage apply to your Tour Operator, our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

14.1.2(k) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

#### **SPECIAL AGREEMENT**

14.2 In respect of any claim for recoverable compensatory damages arising out of the death, wounding or other bodily injury of a Passenger in an accident taking place on board an aircraft on a flight (or in the course of any of the operations of embarking or disembarking):

14.2.1 we will not avail ourselves of any defence under Article 20 of the Convention, or any similar defence existing under applicable law, with respect to that portion of the claim which does not exceed 100,000 SDRs;

14.2.2 we will without delay, and in any event not later than fifteen (15) Days after the identity of the natural person entitled to compensation has been established, make such advance payments to such person as may be required to meet immediate economic needs on a basis proportional to the hardship suffered (such amount not to be less than the equivalent of SDR16,000 per passenger in the event of death). Any such advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid by us, but is only returnable if the Damage was caused by, or contributed to by, the negligence of the Passenger or of the person who received the payment, or if the person to whom the payment was made was not the person entitled to compensation;

PROVIDED THAT we reserve all other defences available to us (whether under the Convention or otherwise) and all rights of recourse against any other person, including (without limitation) rights of contribution and indemnity.

To view a summary of our liability for Passengers and Baggage please see section *Air Carrier Liability for Passengers and their Baggage* in our Booking Conditions above.

#### **ARTICLE 15 - TIME LIMITATION ON CLAIMS AND ACTIONS**

##### **15.1 NOTICE OF CLAIMS**

15.1.1 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

15.1.2 If you wish to file a claim or an action regarding Damage to Checked Baggage, you must lodge a complaint with the baggage claim desk on arrival and then notify us in writing as soon as possible and within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

##### **15.2 LIMITATION OF ACTIONS**

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

#### **ARTICLE 16 - OTHER CONDITIONS**

Carriage of you and your Baggage is also provided in accordance with our Conditions above as well as certain other rules, regulations, conditions and/or policies ("Regulations") applying to or adopted by us. These Regulations, as varied from time to time, are important. The Regulations concern, among other things; the carriage of hand luggage, sporting equipment, unaccompanied minors, pregnant women, sick Passengers or Passengers with reduced mobility, restrictions on use of electronic



devices and items, the on board consumption of alcoholic beverages, as well as deadlines for check-in and boarding. The Regulations are available from us on request. The Regulations are incorporated by reference into and made part of these Conditions of Carriage.

**ARTICLE 17 – INTERPRETATION**

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

**ARTICLE 18 – CHOICE OF LAW AND JURISDICTION**

Unless otherwise provided by the Convention or any applicable law, regulations, orders or requirements the Conditions of Carriage and any carriage that we agree to provide to you (whether relating to yourself and/or your baggage) shall be governed by the laws of England and any dispute between 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.

STRATEGIC AIRLINES SA