

**GENERAL TERMS OF AIR CARRIAGE BY ENTER AIR Sp. z o.o. (L.L.C.)
(Rules laid down according to the mode of Aviation Law of 3rd of July 2013, article 205
item 2)
(as at 17.09.2013)**

- §1 General terms of carriage – their application and scope
- §2 Booking through an agent
- §3 Individual booking
- §4 Ticket
- §5 Tariff
- §6 Fleet
- §7 Data protection
- §8 Travel documents
- §9 Passenger check-in
- §10 Refusal of Carriage
- §11 Administration formalities
- §12 Passenger’s responsibilities during air carriage
- §13 Carrier’s responsibilities during air carriage
- §14 Special care passengers
- §15 Carriage of newborn babies and children
- §16 Carriage of cargo
- §17 Hand luggage
- §18 Registered luggage
- §19 Reception of luggage
- §20 Objects excluded from air carriage and objects restricted from air carriage
- §21 The right to luggage check-ups
- §22 Air Carrier’s responsibility
- §23 Liability for harm inflicted on the passenger
- §24 Liability for loss of luggage, its damage or delayed delivery
- §25 Irregularities
- §26 Claims
- §27 Catering
- §28 Additional services
- §29 Contracts for outsourcing additional services
- §30 Interpretation
- §31 A table of extra charges

I. DEFINITIONS

These General Terms of Air Carriage contain, among others, the following terms which shall be deemed to mean:

- Agent – a ticket agent authorized by the Carrier to sell for him passenger tickets for routes on which the Carrier operates and, if duly authorized, also for routes of other carriers.
- Non-registered / Cabin Luggage – the passenger’s unregistered things and personal belongings, in his care in the passenger cabin.
- Registered Luggage – the passenger’s registered things and personal belongings, tagged. The Carrier hands out Bag Check with passenger stub (Tag) for luggage identification.
- Ticket confirms purchase of a seat on a flight. It is a “Document of Carriage”, a “Passenger Ticket” in the meaning of the Convention. It is an electronic entry in the Carrier’s Booking System, or a document created by the Carrier or his Agent. The Ticket entitles the passenger, named therein, to make a journey on the route specified in the Ticket. The Ticket contains an excerpt from a contract for carriage as well as tips on the route the ticket is for. The Ticket includes a boarding pass, if applicable.
- E-ticket – an individually coded, electronic document issued to the Passenger after a full payment of the total price. E-ticket includes Passenger’s name, surname as well as flight details, such as the place of departure, destination, date and time of departure and arrival. The document also contains references to General Conditions of Carriage. E-ticket will be sent to the Passenger via e-mail.
- Total price – the final amount due for all services provided to the Passenger by Enter Air (Carriage Fee, taxes, fees, charges, fees for other services and charges imposed by government or other authorities or by airport operators).
- Travel documents – documents required for entering and exiting a given country, as per requirements of the country of embarkation, transfer and disembarkation, such as national ID card with photo, passport, visa, entry or exit documents, invitations or other documents required by the law of the countries of embarkation, transfer and disembarkation.
- The Carrier’s Help Desk - the Carrier’s phone number or e-mail address where the Agent can obtain information on the Carrier’s offer.
- A flight designator (comprises the aircraft operating agency designator) - two alphanumeric characters followed by an optional alpha character (the IATA format "xx(a)"), or three characters in length (the ICAO codes).
- Child – a person under 16th birthday on the day of departure.
- The Convention – a convention on unification of certain rules in international air carriage, signed in Warsaw (hence the name The Warsaw Convention) on 12 October 1929, in its original wording or as amended by the Hague Protocol in 1955 and/or the Guadalajara Convention of 1961, or the Montreal Convention, signed on 28 May 1955), depending on which of the two Conventions will be applied to a given flight depending on the route specified in the ticket or, jointly in created tickets.
- OWP - Polish acronym, stands for these General Conditions of Carriage, in force during the Carrier’s performance of contracts for carriage.
- Adolescent – a person over 16 on the day of departure.
- Adult – a person over 18 years on the day of departure, who has attained his legally fixed age of majority.
- Carrier – an air carrier whose flight designator code is given in the ticket.
- Individual booking – reservation made by a Passenger online at www.enterair.pl, according to the available on-line offer at www.enterair.pl
- SDR - (Special Drawing Right) – a conventional currency unit, set by the International Monetary Fund; update of its value is available on the IMF’s web page: www.imf.org
- This carrier’s web page: www.enterair.pl

- Loss – denotes death, wounding or any other bodily injury affected by an accident during air carriage executed by the Carrier, as well as a loss, destruction, theft, or delayed delivery, caused by or being in connection with Carrier’s air carriage.
- Tariff – the price of carriage of passenger and luggage on a given route, published and set by Carrier and subject to set stipulations. Tariff is one of the elements that make up the total price.
- Voucher – a Carrier generated electronic document that carries a number composed of a combination of letters and figures. Vouchers have stipulated values, expressed in a currency. A voucher may be used as a tender to pay entirety or some part of the dues for a flight or another service offered by Carrier and booked by Passenger.
- Baggage tag – a document, attached to a checked piece of Passenger’s luggage, issued by Carrier solely for its identification.

II. DETAILED RULES OF AIR CARRIAGE OF PASSENGERS AND BAGGAGE

§1 General rules of carriage - application and scope

1. "General Rules of Carriage", henceforth referred to as "Rules of Carriage", are applied to scheduled and unscheduled flights of Carrier, i.e. when a ticket carries the Carrier’s name in a proper window, save Items 2 to 4 of this Paragraph 1. The provisions of aforementioned Rules of Carriage make part of a Passenger-Carrier contract.
2. In the case of a Chartered Carriage, these Rules of Carriage are applied unless excluded under a charter contract and/or a charter ticket.
3. In the case of free-of-charge transportation, or transportation at a reduced price, Carrier may restrict or exclude these Rules of Carriage.
4. In the case of Flights covered by some agreements of Carrier with any carriers, most often called ACMI (Aircraft Crew Maintenance Insurance), the actual carrier need not be the one named in the ticket.
5. These Rules of Carriage are applied in a manner which does not infringe the provisions of the Convention or any other statutory requirements which have the upper hand. If, in this connection, should it be impossible to apply any provisions of said Rules of Carriage, the other provisions shall stay firm.
6. Unless these Rules of Carriage say otherwise, they have priority of application in cases of their non-compliance with Carrier’s other rules.
7. At the proper time, Carrier shall do his best when flying Passenger and his luggage, or freight, in keeping with the schedule of the day.

§2 Booking through tour operator

1. Enter Air, as a charter carrier, performs air carriage service on the basis of charter agreement concluded with the tour operator. The charter agreement regulates the rules of aircraft renting. Seat reservations can only be made at the tour operator that owns the flight. On some flights, Enter Air may provide brokerage service in sales and bookings of the seats for the tour operator that owns the flight.
2. The booking is made out to customer’s name; the particulars contained therein may only be altered with consent from tour operator or Carrier.
3. When changing of the booking is possible, it must be made not later than 2 hours before scheduled time of departure. Confirmation of booking is issued by the tour operator. Conditions of making a booking and confirmation and cancellation of the booking are determined by the agreement between the Passenger and tour operator.
4. The booking may contain information related to the route as well as additional services on order from Passenger.
5. Total Price information is passed by the tour operator.

6. The conditions of cancellation, withdrawal and termination of the flight reservation are specified by the agreement between the Passenger and tour operator.

§3 Individual booking

1. In certain cases Enter Air offers making an individual reservation on-line at www.enterair.pl. Information about currently available flight is regularly published on the website.
2. Clear, transparent and unambiguous information about the Total Price is available at every stage of the booking. The amount of the fees for additional services, which are paid at airports, is given in the table of fees in §31 of these General Conditions of Carriage.
3. An individual booking will only be confirmed after an immediate payment of the total price. After a full payment of the total price is made, a confirmation will be sent via e-mail in a form of e-ticket which will be marked with an individual code, and will include information about passenger and flight details such as the place of departure, destination, date and time of departure and arrival.
 - 3.1 Enter Air reserves the right to introduce promotional prices between the date when individual reservation was made and the date of the journey. The introduction of promotional prices does not entitle the client to request the refund of the difference between the total price paid for the reservation and the promotional price.
 - 3.2 The payment for the reservation constitutes acceptance of these General Conditions of Carriage.
4. Changes of individual reservation upon passenger's request
 - 4.1 An individual reservation in economy tariff is personal, individual, without the possibility of Passenger's personal information changes.
 - 4.2 In case of an individual reservation in flex tariff, personal data can be changed subject to additional payment according to the table of fees. Changes can be made up until 24 hours before scheduled time of departure.
 - 4.3 In case of an individual reservation in economy tariff, Enter Air does not allow changing dates of flights, times of flights.
 - 4.4 In case of an individual reservation in flex tariff, Enter Air allows changing the dates of the flights and times of the flights- subject to payment of changing fee and surcharge of the difference in the price of the original tariff and the new tariff. The change must be made no later than 24 hours before the scheduled time of departure.
 - 4.5 Changing the destination is not allowed in any of the available tariffs.
5. Enter Air allows cancelling a reservation up to 7 days before the scheduled departure of the flight. The refund is made after deducting the cancellation fee, transaction fee, subject to §5 par. 3; excluding §4 par. 9.
6. Having made a booking through the website the passenger is obliged to check the mailbox given in the reservation form regularly.

§4 Ticket

1. Until some other evidence is presented, Ticket is a proof of carriage contract concluded between tour operator or Carrier on one hand, and the Passenger named in the Ticket.
2. Validity of Ticket is 1 year from its date of issue subject to limitations in the Ticket itself, Carrier's Tariffs, Terms of Carriage, or other pertinent regulations.
3. No person may be eligible to fly unless produces a valid Ticket, issued in keeping with Carrier's rules. And, no passenger with a ticket damaged or altered can qualify to fly, unless such alteration has been made by Carrier or his Agent.

4. The only person who can avail oneself of a Ticket is the persons for whom the Ticket was issued, and Carrier may ask to see the person's ID as well as compare the ID's particulars with those in the Carrier's data base.

5. Ticket is not transferable. Should another person fly with such Ticket or get a refund, Carrier may not be made responsible to the person named in the Ticket, given the carriage was performed or refund was made in good faith.

6. If a Passenger is unable to travel during his Ticket's validity, due to:

- Carrier cancelling the flight the Passenger has obtained confirmation for,
- Carrier's aircraft skipping Place of Destination,
- Carrier's aircraft performing the Flight, while "grossly" disregarding the time given in the timetable, provided that such infringement is caused by the Carrier,
- Carrier's changing the class of trip without a cause, or
- Carrier's not being able to keep a passenger a seat on the flight the passenger has confirmation from the Booking System,

then, in any such case, validity of the Ticket shall be extended until a next available Flight to Destination, in the travelling class the Passenger paid for.

7. Carrier shall honour sections of Ticket solely by their order in the Ticket, commencing Port of Origin. For the Carrier to continue to honour a Ticket, the passenger must fly its first section. The passenger wishing to begin his journey at any Transition place will be refused to fly.

8. The Carrier's name in the Ticket may be made short by giving his Code, or in any other way.

9. In case of death of an immediate family member (mother, father, sister, brother, grandparent, child, grandchild, wife, husband, common law partner) occurred within a month before the scheduled time of departure of the flight in your Itinerary, upon request presented within 1 month of such death, we will pay you a refund of the Total Fare for that part of the carriage that was not used provided that you present a copy of the death certificate within 7 days after your request.

§5 Tariff

1. Enter Air uses the following types of Tariffs:
 - a) Economy Tariff
 - b) Flex Tariff
2. Enter Air reserves the right to change tariffs.
3. None of the available tariffs are refundable.
4. Information about currently offered tariffs for certain flights is available on-line at www.enterair.pl

§6 Fleet

1. Enter Air uses Boeing 737-400 and Boeing 737-800 aircrafts.

2. Information about aircraft equipment for the disabled passengers:

- the plane has 3 types of door, the exterior dimensions: 1) 86 x 182 (cm), 2) 76 x 165 (cm), 3) 76 x 182 (cm), front cargo door: 88 x 121 (cm), rear doors Cargo: 83 x 121 (cm)

- the width of the aisle in its narrowest point equals 17.5", at widest 18.5"

-the space between the seats in its narrowest point equals 11"

3. Enter Air reserves the right to change the type of aircraft when the flight can not be performed by the plane belonging to the Enter Air's fleet and in the event when Enter Air is forced to use the assistance of another carrier, the identity of the carrier is provided pursuant to art. 11 of Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier, and repealing Article 9 of Directive 2004/36/EC.

4 In case of the situation described in the paragraph 3 Enter Air ensures that the class of aircraft and its equipment ultimately destined to perform the flight will not be worse quality than the class of aircraft and its equipment of Enter Air's fleet.

5 In case of the situation described in the paragraph 3, the air carrier shall immediately notify the tour operator with whom the passenger is bound by the contract, as well as individual booking passengers, by e-mail or telephone.

§7 Data protection

1. Passenger is bound to reveal to tour operator or Carrier such personal particulars of his as may be needed for booking, ticket creation, performance of Contract for Carriage, receiving other services, completing requirements of immigration authorities, safety and other formalities related to crossing borders. Giving untrue particulars when booking a flight, or giving mistaken data for contact with the passenger, stands for Carrier's disclaimer for losses caused by, especially, changes of the flight timetable.

2. Passenger gives consent to have his personal data stored, used and revealed to organs of state administration as well as to authorities in other states, if the request is being forwarded on the basis of the law in the scope necessary for fulfillment of procedures of immigration, entry, safety, control of terrorists and other crimes, also, for the purpose of exercising legally justified purposes by administrators of data and data recipients. Passenger also gives consent to have his data passed over to third entities, like e.g. Agents, however, only in the scope which is necessary for fulfillment of his Contract for Carriage. Giving data is voluntary.

3. Personal particulars of Passenger may not be used for marketing purposes without prior written consent of the Passenger.

4. In the case when Passenger orders additional services that are rendered by third persons (hotel room reservation and car rental), the Passenger authorizes the Carrier to pass his indispensable data to a provider of such services.

5. The Carrier disclaims liability for losses caused by third persons transferring personal data.

6. The Carrier disclaims liability for losses caused by the Passenger giving mistaken or incomplete data.

§8 Travel documents

1. The passenger is bound to have all such documents as are required during his journey as well as fulfill all requirements which make him eligible for entering and exiting a given state, as per requirements of state organs of the country of embarkation, transfer, and disembarkation.

2. Before the journey, the passenger is bound to submit such Travel Document as required by laws and regulations of a country of disembarkation and overfly, and, he is bound to respect laws and regulations of such countries. In the case when the passenger fails to obey same, or when his travel documents are not correct, the Carrier may refuse to carry the passenger without responsibility for any aftermath.

3. In case the Carrier should be liable to incur any fine or forfeit, or in case the Carrier incurs any expenses due to the passenger's non-compliance with any rules mentioned in Item 1 of this paragraph, the passenger shall reimburse the Carrier in full. The passenger shall also pay his way back from the country which refused him entry. The Carrier may recognize towards such liability the sums already paid in for the carriage which has not been performed, or any other sums which the passenger may have deposited with the Carrier.

4. The Carrier disclaims liability for any missing or invalid travel documents in the passenger's possession.

5. The Carrier disclaims liability for turning the passenger down if, quite rightly, the Carrier thinks that the passenger's travel documents do not meet the requirements provided in laws and regulations.

6. The Carrier disclaims liability for turning the passenger down if, quite rightly, the Carrier thinks that such refusal is necessary to abide by laws and regulations in any country which the flight goes through.

7. The foregoing provisions also refer to documents for animals which travel along with the passenger.

§9 Passenger check-in

1. Passenger check-in begins 2 hours before and ends 45 minutes before departure. In specific cases, commencement and termination of checking-in may differ, and the Carrier shall advise the Passenger accordingly.

2. Enter Air reserves the right to assign all or only selected Passengers seats on the plane, when it is required by the airport administration or for other important reasons.

3. More rigorous security procedures at most airports may result in delayed departures and arrivals of all aircraft, without a fault on Carrier's part. In order to minimize aircraft delays, passengers should accommodate themselves to these requirements:

(a) All passengers, including children and infants, must present at check-in desks valid travel documents specified in Part I, "Definitions" and §8 of these General Conditions of Carriage.

(b) The period of validity of the passport should not be less than three months from the date of departure.

(c) Due to the specific requirements of the target countries supporting documents, such as - for example, a visa - they are already checked during check-in desks at the airport of departure.

(d) surnames and first names of passengers in their ID documents and those on tickets and booking confirmations should be identical. Only passengers with valid booking may pass through checking.

(e) due to binding safety regulations, certain objects are not allowed on board. The Carrier may either ask the passenger to remove certain object(s) from hand luggage and put them into registered luggage to be flown in a cargo hold, or refuse to check in a piece of luggage that contains forbidden object(s) (see §17 par. 5 and §20).

4. Passengers who, for reasons beyond the Carrier's control, do not turn up at a check-in counter within the time stipulated by the Carrier, may not be taken on board and their booking for a given flight shall be cancelled without any right to a return of a fare, unless the terms of applied tariffs state to the contrary.

5. Each passenger is bound to obey respective regulations of a given state and orders from state functionaries and/or airport personnel. Disrespect for such regulations and orders from functionaries of state may end up in refusing to fly the Passenger and in forfeiture of the fare, unless tariff terms state otherwise.

6. If departure has been delayed because of a passenger's no show at the gate (necessitating unloading his registered luggage), such passenger is obliged to bear related costs.

7. The Carrier does not disclaim responsibility to the passenger for any loss or expenditure caused by the passenger not meeting the requirements of this §9 par. 3.

§10 Refusal of Carriage

The carrier reserves the right to refuse carriage or to refuse further carriage of any Passenger or baggage, if:

1. it is justified by safety reasons;

2. subject to §12, in the Carrier's opinion the mental or physical condition of the Passenger may endanger the life, health, wellbeing or belongings of the Passenger's and/or other persons' on board;

3. the Carrier believes that it is necessary to refuse to fly the passenger because of regulations and rules of any country where the flights would originate or fly over, have a Stop Over, be a Transit Place or Port of Destination;

4. the Passenger disregarded commands of the Carrier flight attendants, functionaries of organs of the State and/or airport personnel, especially in respect to safety and order on board,
5. the Carrier had already informed the Passenger in a written form that he was declared a passenger non grata on all the Carrier's flights;
6. the passenger refused to be frisked;
7. the Passenger is not able to prove that he is the person for whom the ticket was booked;
8. the Passenger does not have the required Travel Documents, or refuses to show required Travel Documents when asked by the Carrier;
9. the Passenger destroyed required Travel Documents or they have been damaged, or he refused to deposit Travel Documents for the Carrier's personnel for the duration of the flight, acknowledging the receipt if it is required by the adequate state authorities.
10. the passenger has been refused entry to the Place of Departure or Arrival or, fly over a country en route;
11. [when] the ticket which the passenger is showing:
 - was acquired illegally, or was not purchased at the Carrier's or Agent's;
 - has been declared lost or stolen;
 - has been falsified, or its stub contains changes made by a person other than the Carrier or Agent;
12. the Passenger has not notified the Carrier of his special needs or of his intention to take some special luggage with him;
13. the Passenger needs some special care which the Carrier is not able to provide or afford as unproportionally expensive;
14. the Passenger was unruly on a previous flight, hence the Carrier's fear of a repeat;
15. the Passenger's behaviour may become a misdemeanor or a crime;
16. the Passenger has not obeyed the no smoking ban in the Carrier's aircraft.
17. [when] the Passenger is under the influence of alcohol or drugs and Enter Air decides it is necessary to refuse carriage for safety reasons.

In case the Carrier refuses to carry a passenger for any of the aforesaid reasons, or removes him from the aircraft during a stopover en route, the Carrier disclaims liability for any loss or expenditures incurred because of such refusal or removal.

In such case, the passenger may also be charged all costs arising from such refusal.

§11 Administrative formalities

1. It is sole responsibility of the passenger to obey all regulations, provisions, rules and requirements related to travelling in the country of departure, in countries overflown, and in the country of arrival, as well as the carrier's regulations and commands.
2. The Carrier, his workers, representatives and proxies are not obliged to help passengers and third persons obtain information related to obtaining necessary documents (inclusive of visas) or fulfillment of regulations, and they do not answer for consequences the passenger is liable to bear for being misinformed and/or for his lack of such documents (inclusive of visas) or for non-compliance with binding regulations.
3. The passenger is obliged to pay for his ticket as well as cover other charges in regard to his journey if, in consequence of being refused to disembark at Airport of Destination or at Point of Transit, state authorities command the Carrier to take the passenger back the state of Embarkation, or elsewhere. The tariff price that was received by the Carrier for carriage to the point of rejection/deportation is not subject to reimbursement by the Carrier.

§12 Passenger's responsibilities and conduct during air carriage

1. Before boarding the plane, when requested by the Carrier's personnel, the passenger is bound to identify himself with his ID and present such documents which make him eligible for carriage.

2. A passenger at least 48 hours before the flight is obliged to inform the tour operator and the Agent Carrier or, in case of an individual reservation, directly carrier, about any health problems which could hinder its operation or have a negative impact on the flight.

3. The passenger is bound to undergo a security check, also, make possible a check of his Registered and Unregistered pieces of luggage.

4. The passenger is bound to be present at a customs check-up of his Registered and Unregistered pieces of luggage. The Carrier disclaims responsibility to the passenger for any loss or damage when occurred during such check-up, or due to the passenger's objection to such requirement.

5. Under international regulations in force, the Passenger may not have in his carry-on luggage any materials, objects and substances specified in §17 par. 5 and §20 and named in respective laws of a given country. Unless such things are contained in Registered luggage, the passenger is bound to give them away to the Carrier, before the flight without the right to recover the things (they are subject to confiscation by authorities).

6. The passenger is bound to behave with care appropriate for air carriage, and pay attention to commands given by the Carrier's personnel or representatives.

7. Furthermore, the passenger is bound to:

- unconditionally yield to captain's and flight attendants' commands and obey commands of personnel as well as the fasten-your-seat-belts illuminated signs,
- reseat where told by Carrier's personnel
- use enough care and refrain from any acts which might bring danger to the safety and progression of the flight. The passenger should not disturb other passengers, interfere with crew members' jobs, or devastate the Carrier's and passengers' property,
- refrain from acts which bring danger to the order and discipline on board the plane, especially the passenger should refrain from overdosing spirits,
- respect the ban on smoking, especially in aircraft toilets. Smoking ban also applies to electronic cigarettes. In specific cases, the passenger's violation of the smoking ban may end up in refusal to carry such passenger, without any consequences for the Carrier. The Carrier reserves the right to lodge a claim against such passenger to make good the costs caused by such refusal.
- comply with complete ban of using individual electronic devices which might interfere with the aircraft electronics and avionics, all electromagnetic waves emitting devices (e.g. cell phone) whose operation might distort the aircraft's avionics, its electronic and other systems,
- in case of some health problem, accept first aid without delay, give the personnel one's personal particulars (with tips about health conditions) and next undergo a medical examination,
- pay the Carrier charges for losses and damage which the Passenger caused by his actions or as a result of illegal transport of dangerous goods and animals, etc,
- comply with the complete ban on drinking spirits brought on board in carry-on luggage. On the basis of art. 115 par. 1 point 2 and par. 3 point 1 of the Act of 3 July 2002 r. Aviation Law the captain is entitled to ask the passenger to show his ID in justified cases and to confiscate the alcohol belonging to the passenger.

8. Use of still and video cameras or any other electronic device that can record or take photographs and photographing or video recording of airline personnel, equipment or procedures is prohibited.

9. Use of hearing aids and cardiac pacers is allowed.

10. When needed, the Carrier tells passengers of safety requirements, order on board, and consequences of violations.

11. If the Carrier reckons that a passenger's behaviour poses threat to the aircraft, any person or property on board, that the passenger hampers onboard activities of the crew, does not obey restrictions and bans on smoking, drinking and taking intoxicants, or whose behaviour evokes passenger objections, the Carrier may take such measures which he considers necessary in order to some the unruly passenger down, including physical force, disembarkation, stranding him, and refusal to fly him in the future.

12. For safety of a flight and order aboard, the aircraft commander has been empowered to give commands to all persons on board and everybody is bound to execute such commands.

13. The Carrier reserves the right to make claims for damages from a passenger who harmed another passenger and/or the Carrier.

§13 Carrier's responsibilities during air carriage

1. Enter Air has a duty to ensure that all passengers know the whereabouts of and how to use:

- seat belts,
- emergency exits and objects destined for common use,
- life jackets and oxygen masks, if provided under regulations of passenger carriage,
- other emergency equipment designed for use by individuals.

2. The passenger must be informed by Enter Air about what is forbidden on board a plane.

3. When necessary, Enter Air shall instruct passengers on conduct in emergencies.

4. Enter Air must provide passengers with the possibility to use seat belts during take-off, landing, turbulence and whenever commanded by the aircraft commander.

5. Enter Air is bound to instruct passengers how to stow their luggage and personal belongings in the aircraft.

6. Enter Air admits a situation where another type of aircraft or another carrier's aircraft may perform the flight, different from those given in the time-table.

7. Enter Air reserves the right to perform additional, unplanned interruptions during the flight, which will be designated to indispensable technical stopover or caused by extraordinary circumstances.

§14 Special care passengers

1. Extract of this article is available on the website www.enterair.pl in the "Info", "special regulations".

1. Passengers with special needs - the sick, the disabled, unaccompanied minors, pregnant women - who need special help and care - are obliged to inform the Tour Operator and air carrier through the tour operator at the time of booking.

3 Disabled passengers and passengers with reduced mobility means any person whose mobility is reduced due to physical disability, intellectual disability or impairment, or any other cause of disability, and whose situation needs appropriate attention and the adaptation of services available to all passengers particular needs of the people (source: Regulation No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when traveling by air).

4 Passengers who need special care and parents with small children are advised to declare their needs to the airport personnel, due to the extended special procedures and safety procedures.

5. The Carrier ensures that flight attendants will take care after special care passengers during the flight.

6. General rules:

(a) Safety rules tell that passengers who need special care may not take seats near emergency exits,

(b) The Carrier agrees to carry maximum one passenger whose health requires a care taker, unless the passenger is accompanied by a private care taker. Have it in mind that one person may take care of only one special care passenger during a flight.

(c) Before they board an aircraft, disabled passengers are subject to security control. Disabled passengers are obliged to check in for the flight not later than 120 minutes (2 hours). After the check-in, disabled passengers should move to the security control stand. Security control of disabled passengers is carried out in the first place. If the security control of a disabled person leaves doubts about his „cleanness”, he can be moved to secluded room for strip searched, designed for the purpose. The wheelchair, crutches and stretchers undergo a visual check.

(d) Passengers' fully collapsible up to 2 wheelchairs (not heavier than 60 kgs) may be carried in a cargo hold free of charge. Battery-powered electric wheelchairs are not allowed on board when they are lead-acid batteries. The Carrier allows up to 4 wheeled passengers in any single flight. The Carrier, due to safety reasons, can arrange for carriage of bigger groups of wheeled passengers, provided that this is arranged with him in advance. The Carrier reserves the right to inflict an extra fee.

(e) The Carrier allows for the carriage of certified guide dogs with their masters, in the passenger cabin, provided that the dog meets the requirements stipulated in §20 par. 6.

(f) Information about the equipment of the aircraft is specified in § 6 of these general conditions of carriage.

7. The Carrier disclaims liability for injuries, sudden illnesses and any other detriment to the passenger's health, inclusive of his death, nor for damage to the luggage he has with him, if occurred in carriage when any such mishap is likely because of the passenger's physical or mental condition, or age.

8. On board the same time can fly up to 15 people with disabilities. This limitation is dictated by safety considerations. Additional questions on the carriage of persons with disabilities, please contact: kontakt@enterair.pl .

9. Pregnant women shall not travel with Enter Air after the 34th week of pregnancy. Women who are over their 26th week of pregnancy can only travel with Enter Air on condition that they obtain a medical certificate approving their fitness to travel by air.

10. Women with pregnancies up to 34 weeks are carried on their own responsibility/risk, hence no responsibility on the part of the Carrier.

11. Passengers who use a cardiac pacers may on its own responsibility to travel by air. Carrier assumes no responsibility for the impact that air travel may have on the operation of devices supporting the work of the heart.

§15 Carriage of newborn babies and children

1. Children under their second birthday (on the day of departure) are carried free of charge when kept on the lap of an adult person. One adult may travel with only one child under 2 years. Each child under 2 years of age is eligible for 5 kg free-of-charge hand luggage. For safety reasons, the number of 2 year olds on board must not be bigger than 15.

2. Children who, on the day of departure, are in the 5 -16 range of age may travel on their own; they will travel on the responsibility of their legal guardians and on condition that they were seen to the airport of departure by an adult. Such adult is bound to submit to the Carrier a written statement (on a legal form) that an adult is awaiting the child at destination. Should no adult await the child, the cost of providing care over the unpicked up child charges the person who brought the child to the check-in desk. The Carrier may request to be presented a document stating the child's age.

3. The Carrier reserves the right to limit the number of unattended minors in each flight. Such limitation may be dictated by operational reasons.

4. Children under the 5th birthday categorically may not travel without an adult minder.

5. The Carrier offers special assistance for minors travelling alone, after paying special fare (§31 of these General Carriage Conditions).

§16 Carriage of cargo

1 Enter Air is licensed to carry goods.

2 Procedures concerning the approval and acceptance of the goods for carriage and their receipt are defined in international IATA and ICAO regulations.

§17 Hand luggage

1. The passenger is allowed to take into the passenger cabin 1 piece of luggage. The weight of such hand luggage must not exceed the 5-kilo limit and the sum of its three dimensions must not be greater than 115 cms (e.g. 55x40x20 cms). The Carrier has the right to check the weight and dimensions.

2. The limits on Hand Luggage, mentioned in this Para 14, Item 1, do not extend onto the following object of personal use, indispensable in a journey, provided they are in good care of the passenger:

- a small woman's bag,
- a coat,
- an umbrella or a walking stick,
- a photographic camera, a video camera, a pair of binoculars, a laptop computer,
- a cradle, a bassinet, a car seat, and baby food for the duration of the flight,
- crutches and orthopedic appliances.

3. Within the framework of Hand Luggage, the Carrier may allow aboard other objects, too, so long as they are small, neutral to flight safety and passengers' comfort.

4. When there is not enough room for passengers in the cabin, the Carrier may ask the passenger to hand his Hand Luggage over for stowing it in a cargo hold, notwithstanding its measurements being within the Carrier's established dimensions. In such case, the passenger will be obliged to empty the luggage from valuable things, documents and electronic devices. Then, the luggage will become Registered Luggage and fall under relevant provisions of these Terms of Carriage.

5. Passenger's hand luggage may not contain such items:

Without prejudice to applicable safety rules, passengers are not permitted to carry the following articles into security restricted areas and on board an aircraft:

- (a) *guns, firearms and other devices that discharge projectiles* – devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:
- firearms of all types, such as pistols, revolvers, rifles, shotguns
 - toy guns, replicas and imitation firearms capable of being mistaken for real weapons
 - component parts of firearms, excluding telescopic sights
 - compressed air and CO2 guns, such as pistols, pellet guns, rifles and ball bearing guns
 - signal flare pistols and starter pistols
 - bows, cross bows and arrows
 - harpoon guns and spear guns
 - slingshots and catapults
- (b) *stunning devices* – devices designed specifically to stun or immobilise, including:
- devices for shocking, such as stun guns, tasers and stun batons
 - animal stunners and animal killers
 - disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays
- (c) *objects with a sharp point or sharp edge* – objects with a sharp point or sharp edge capable of being used to cause serious injury, including:
- items designed for chopping, such as axes, hatchets and cleavers
 - ice axes and ice picks
 - razor blades
 - box cutters
 - knives with blades of more than 6 cm
 - scissors with blades of more than 6 cm as measured from the fulcrum
 - martial arts equipment with a sharp point or sharp edge
 - swords and sabres
- (d) *workmen's tools* – tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:
- crowbars

- drills and drill bits, including cordless portable power drills
- tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels
- saws, including cordless portable power saws
- blowtorches
- bolt guns and nail guns

(e) *blunt instruments* – objects capable of being used to cause serious injury when used to hit, including:

- baseball and softball bats
- clubs and batons, such as billy clubs, blackjacks and night sticks
- martial arts equipment

(f) *explosives and incendiary substances and devices* – explosives and incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:

- ammunition
- blasting caps
- detonators and fuses
- replica or imitation explosive devices
- mines, grenades and other explosive military stores
- fireworks and other pyrotechnics
- smoke-generating canisters and smoke-generating cartridges

other:

- dynamite, gunpowder and plastic explosives
- Nerf balls shooting weaponry,
- conductive energy devices (e.g. Taser),
- gun-shaped cigarette lighters,
- weapons (piercing, cutting/thrusting), and other sharp-pointed objects,
- ski poles or Nordic walking sticks,
- arrows and darts,
- Crampons, as part of alpine outfit,
- skates,
- fixed-blade knives, gravity knives, switchblades, any length of blade,
- any knives that can serve as weapons,
- butcher cleavers,
- machetes,
- straight razors and the like "shavettes", also razor blades (except fixed blades),
- scalpels,
- scissors, nail files,
- Shuriken "throwing stars",
- tools or objects which, potentially, can be used as a piercing or cutting weapon, e.g. bits, augurs, shape cutters, all kinds of blades, all kinds of saws, screw drivers, crowbars, hammers, pliers, spanners, files, burners, etc.,
- batons and riding-whips (soft, stiff),
- cricket bats,
- golf clubs,
- jockey sticks,
- paddles/oars,
- firecrackers,
- detonators, squibs, cord fuses,
- all kind of explosive materials and by-products,
- explosive devices,
- dummies and imitations of explosive materials and devices,
- grenades of all kind,

- gas cylinders (butane, propane, acetylene, oxygen),
- fireworks, all kind of flares and other pyrotechnic devices (including confetti pressure vessels, and percussion caps),
- strike-anywhere matches,
- smoke emitters, cylinders and refills,
- liquid fuels of all kind and use,
- Aerosol paint and laquer cans,
- paint solvents of all kind,
- alcoholic beverages, the alcoholic strength above 70% alcohol by volume (140% proof),
- any alcoholic beverages in open containers,
- acids and bases (e.g. wet cell batteries),
- caustic or corrosive substances,
- pulverized paralyzing agents,
- radioactive materials,
- poisons of all kind,
- biologically threatening and infectious materials, e.g. contaminated blood, bacteria, viruses,
- flammable, self-igniting, fast-burning, or materials that burn violently,
- fire extinguishers,
- or other objects and materials which are provided in separate regulations, especially the objects specified in ICAO Technical Instructions on Dangerous Goods Safe Transportation, also in IATA Regulations on Dangerous Goods, and in the EC Directive 68/2004.

6. Rules for the carriage of liquids in hand luggage:

http://www.ulc.gov.pl/index.php?option=com_content&task=view&id=1050&Itemid=377

The relevant information about the carriage of liquids in hand luggage may be found on airport's websites.

§18 Registered luggage

1. Within the paid-in Fare, the passenger is entitled to carry Registered Luggage provided that:

- the Registered Luggage, stowed in cargo holds, is contained in suitcases or in other proper packaging, assuring safe carriage.
- the Registered Luggage carries identification marks, viz. surname, initials, or some other individual mark that enables the passenger to claim the luggage is his.
- the mass of the Registered Luggage must be within the 20 kg limit, allowable to each passenger within the Fare and its size is not larger than 80 x 120 cm. In case of exceeding the weight of baggage over 20 kg an additional fee will be charged for every kilogram of baggage, the amount of which is given in the table additional fees (§ 31 of the General Conditions). The maximum weight of single piece of checked baggage must not exceed 32 kg. Passengers travelling together are allowed to have one piece of luggage exceeding 32 kilograms.
- Checked Baggage weight allowed for each passenger the flight charge on long-haul flights (BKK, HKT, CMB) for operational reasons is 16kg.
- The luggage whose dimensions greater than the aforesaid shall be considered additional. The Carrier may accept such oversize luggage for conveyance and receive it on board only after the Carrier's tariff surcharge has been paid (§ 31 of the General Conditions).
- All information on conveyance of additional luggage and respective procedures is available from the Agent or the Carrier. The Carrier may reject to convey additional luggage when it does not meet the Carrier's terms.
- The Carrier is not bound to convey any additional luggage; such service goes beyond any contractual obligation. However, the Carrier will do his best, technical conditions and aircraft's capacity permitting, to take the passenger's additional luggage on board. The Carrier's consent to carry additional luggage is given on a case to case basis and subject to aircraft's capacity.
- Carriage of additional and registered luggage is governed by regulations and procedures of a given airport.

2. Registered Luggage is carried in the same aircraft as the Passenger whom it is assigned to, unless the Carrier finds this unfeasible due to shortage of space or fear of overload. In such case, the Carrier shall carry the Registered Luggage in a next possible flight with available space, unless otherwise provided.

3. List of prohibited articles:

Passengers are not permitted to carry the following articles in their hold baggage:

explosives and incendiary substances and devices – explosives and incendiary substances and devices capable of being used to cause serious injury or to pose a threat to the safety of aircraft, including:

- ammunition
- blasting caps
- detonators and fuses
- mines, grenades and other explosive military stores
- fireworks and other pyrotechnics
- smoke-generating canisters and smoke-generating cartridges
- dynamite, gunpowder and plastic explosives

4. The Passenger's Registered Luggage should not contain:

- banknotes and securities;
- jewelry, noble and precious metals, precious and semi-precious gemstones;
- computers, photographic cameras, video cameras, cell phones, other electronic or engineering devices and their accessories, optical instruments and breakable items;
- official papers, including commercial and private;
- travel documents or other IDs;
- keys and spanners;
- liquids (exception: lead-acid batteries for a wheelchair);
- medicines;
- food;
- works of art/valuable artistic objects.

5. In the case when registered luggage of the passenger contains any of the objects listed above, the Carrier does not answer for any loss, destruction, delay, or damage to such objects.

6. If the Carrier accepts Registered Luggage along with the passenger's written declaration of value being above the limits set in the Convention, the passenger is bound to pay surcharge as set in the Tariff. In the case when the value of the luggage is above the limits of liabilities set in relevant regulations, the passenger should let the Carrier know of such fact when checking in stand and insure the luggage on his own.

7. The Carrier may refuse to take any luggage to be Registered Luggage, if it is packed in a way that does not guarantee safe conveyance notwithstanding usual handling with care.

8. Delicate objects, which are specially liable to damage in a cargo hold during transportation as register luggage, like some musical instruments, pictures and, which are not on the banned-for-transportation list of objects and materials, may be carried as hand luggage after they have been reported to and accepted by the Carrier. Carriage of such objects as hand luggage may involve an extra charge to be paid by the passenger.

9. Within the weight limit of Registered Luggage, collapsible prams are carried free of charge for children under two years of age. For children above two years of age, the pram is transported as a part of Registered Luggage and its weight is included in the weight of Registered Luggage.

10. Fully collapsible wheelchairs, stowable in a cargo hold, are carried as Registered Luggage.

11. If two or more passengers, traveling together to the same Destination, bring their pieces of luggage at the same time to the same check-in desk, will obtain acceptance for conveyance for an aggregate weight equal to the aggregate weight of luggage each of them is entitled to.

12. Baggage containing sports equipment (such as windsurfing board, golf equipment, skiing equipment, kite surfing equipment, scuba diving equipment, bicycle and others) is accepted for carriage, subject to the payment of additional fees (§ 31 of the General Conditions) and the appropriate packaging to prevent damage.

§19 Reception of luggage

1 Passengers are required to collect their baggage as soon as it is ready to be received in the place to which the baggage has been sent.

2 For not collecting the baggage within a reasonable time, the carrier may charge a passenger for safekeeping. In case of not collecting the baggage within three (3) months after its delivery at destination, the carrier may utilize of it in accordance with the carrier's rules and will be released from liability to the passenger.

3 The person entitled to collect the baggage is the person who is able to present the evidence in the form of luggage tags, luggage section attached to the board card, consistent with a tablet placed on the incoming luggage. Carrier is not obliged to verify that the holder of the voucher section of the baggage tag is authorized to collect the baggage. Failure to present the baggage identification tag shall not prevent delivery of the luggage, provided that altogether ticket and baggage can be identified by other means.

4 If the person collecting the baggage cannot provide Ticket or baggage tag, air carrier will pass the luggage to such a person, but on the condition that he will present evidence of the right to the luggage that will be satisfying to air carrier and, at the request of the air carrier, will provide sufficient provision, enabling the air carrier to any damage or expense that might arise as a result of such release.

5 Carrier is not liable for any losses, damages or other costs incurred in connection with the receipt of the luggage by an unauthorized person. An authorized person who collects the baggage will be charged with the costs of providing such baggage to the right passenger.

§20 Objects excluded from air carriage and objects restricted from air carriage

1. These objects are excluded from air carriage both as Registered Luggage and Cabin Luggage:

- firearms, ammunition and explosives, all objects and substances that imitate firearms, ammunition or explosives,
- flammable substances (except alcoholic beverages originally sealed, hair lacquer, perfumes, cologne water);
- radioactive materials:
- compressed gas (except carbon dioxide canisters for powering prosthetic limbs, cylinder with non-flammable gas for inflating a life jacket, and oxygen-air cylinder – as many as IATA regulations determine);
- toxic or infectious substances;
- corrosive materials (except mercury in thermometers, barometers, and wheelchairs);
- briefcases and attaché cases with safety devices and built-in alarm systems, lithium batteries or pyrotechnical material;
- things and materials which pose threat to safety, property, lives or well-being on board;
- all materials which are banned for air carriage by countries en route;
- all objects which do not qualify for air carriage due to their weight, shape or other features;
- live animals, subject to this §20, Items 3 and 6;
- human remains;
- animal carcasses;
- objects specified in ICAO Technical Instructions on Safe Air Carriage of Dangerous Goods, IATA Dangerous Goods Transportation Regulations, and in the EC Directive 68/2004.

2. In the case when the passenger is trying to take with him any of the above mentioned objects, the Carrier may refuse it at first boarding or, if uncovered in flight, refuse to carry it further.

3. Only domestic animals are allowed on board (dogs and cats only). The animals should be placed into suitable cages, which total sizes will not exceed 115 cm. The maximum weight of the cage with an animal must not exceed 8 kg. Enter Air does not offer the transport of animals in the hold of an aircraft. The animals should be accompanied by valid veterinarian certificates of health and vaccinations, permit entries and other documents that are required by organs of country(s) of transit and of the end of journey. Carriage of animals up to 5 kilos of weight are

allowed into the passenger cabin, in proper cages which must each time obtain the Carrier's approval, with all indispensable health certificates and other documents required by authorities in the country of departure, arrival, and transit. Failure to meet these requirements means refusal of carriage. Carriage of animals can also be subject to other limitations which may but need not take place and relevant information is obtainable from the Agent's or the Carrier's.

4. The animal, which has been checked in along with its container and fodder, do not become part of the free-of-charge luggage allowance but make an overweight which the passenger pays for at tariff rates.

5. The Carrier disclaims liability for bodily harm, loss, delayed release, illness or death of an animal when the animal was refused entry onto the territory of the state of Destination or Transit.

6. Blind or deaf persons' guide dogs are carried by air free of charge. Such dogs must have a leash, muzzle, certificate of a training course and required documentation.

A guide dog, muzzled and on a leash, assisting its master, can be kept in the passenger cabin. Some countries forbid bringing in animals onto their territories. Immediately after booking, the passenger is bound to tell the Agent and the Carrier about his intention to take with him his guide dog and come to the airport to check-in 2 hours before scheduled departure time.

7. Specific conditions of carriage of animals may be laid down by national regulations of Arrival or Transit places.

8. The Carrier disclaims responsibility to the Passenger for bodily harm, loss, illness or death of an animal, nor for refusal of entry to the country of destination or transition.

9. The Carrier reserves the right to limit the number of animals in a single flight.

10. In case an object(s) is uncovered, which is forbidden from air carriage or not conformable to these Terms of Carriage, its carriage will fall under applicable charges. Besides, such object will be subject to refusals and restrictions in respect to liabilities and to other provisions of these Terms of Carriage of luggage. The Carrier may take from the passenger and carry in his care the objects which he deems dangerous.

§21 The right to luggage check-ups

1. For reasons of safety, the passenger is bound to give the Carrier information on his luggage. At the passenger's consent, or in his absence and impossibility to obtain his consent at the right time, the Carrier may check to see if the luggage is free from any of the objects specified in § 15 Item 1 or § 15 Items 3 - 8, the carriage of which would violate these Terms of Carriage.

2. If the passenger fails to give information or objects to luggage check-up, the Carrier may refuse to carry the passenger and/or his luggage.

§22 Air Carrier's liability

1. The Carrier disclaims liability for such kind of damage which stems from failure to perform a contract, or from negligent performance.

2. The procedure initiated due to death, damage to health and loss of baggage is identical to the procedure of complaint defined in §22, §23 and §26 of the General Conditions.

3. Air carriage, performed under these Terms of Carriage, is subject to rules and limitations in carriers' responsibility laid down in the Convention, provided that the carriage is an „international carriage" in the meaning of the Convention. In the extent in which provisions of the Convention do not apply, such responsibility is determined by laws of specific states, the Polish laws in this respect and the laws of other EU states being in compliance with the Convention.

4. In the case where a loss was, partly or wholly, caused by the person harmed, the Carrier may shrink from responsibility in full or in part under binding laws.

5. The Carrier answers for harm to personal harm suffered by the passenger (death, bodily harm, health disorder), according to principles laid down in the laws which provide for limitations to the Carrier's responsibilities.

6. The Carrier's responsibility is limited solely to damage occurred in his own flight or in flight bearing his Code. Issuing a ticket or registering luggage for another carrier's flight, the Carrier acts merely as an agent of such carrier.
7. If doubts are raised as to the health condition of the passenger, the Carrier may require to be shown a relevant health certificate, or have the passenger examined by a doctor at the airport (before departure).
8. The Carrier disclaims liability arising from his observance of binding laws and regulations of administrative organs, nor for damage arising from passengers' failure to observe such laws and rules.
9. The liability of the carrier cannot exceed the proven value of the damage. Carrier is not liable for lost profits, indirect or consequential damages.

§23 Liability for harm inflicted on the passenger

- 1 The Carrier's liability for a loss related to death, laceration or any other bodily harm to the passenger in an accident must not be a cause of any withholding of monies, unless the carriage falls under provisions of the Warsaw Convention.
2. In case of any damage up to a PLN sum equivalent to 113,100 SDR, the Carrier must not exclude or limit its liability, reasoning that he and his representatives took all necessary steps to avoid damage or, that taking such steps by him or them was not possible.
3. Irrespective of regulations, if the Carrier proves that the damage was caused by the dead or injured passenger, or that said passenger contributed to the damage, the Carrier may be exempt from part of all of liability, in accordance with pertinent legal provisions.
4. Without delay, and positively not later than 15 days from establishing a private person entitled to damages, the Carriers shall pay such front money as can be necessary to cover immediate needs in proportion to the tangible loss suffered by said person.
5. In case of death, the front money shall not be less than the PLN equivalent of 16,000 SDR per passenger.
6. The advance monies do not stand for acceptance of liability, ergo, it can be credited to all next sums being paid in respect to Carrier's liability, however, the front money is not returnable except specific cases and circumstances when it becomes proven that the recipient of the front money did cause or contribute to a loss of his own fault or he had no right of compensation.

§24 Liability for loss of luggage, its pilferage, damage or delay in delivery

1. Enter Air is responsible for damage, loss or pilferage of checked baggage in case the situation occurred on board the aircraft, or during the time the baggage is under the care of the carrier. The liability of Enter Air is specified in General Condition of Carriage, Warsaw Convention for the Unification of Certain Rules, relating to international Carriage by Air, signed in Warsaw on 12th October 1929, Montreal Convention for the Unification of Certain Rules for International Carriage by Air of 28th May 1999, Regulation (EC) No 261/2004 of the European Parliament and the Council of 11th February 2004 which establishes 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, Civil Code and other legal requirements.
2. The liability for lost, delay, damage or pilferage of luggage is limited, unless the amount that was declared earlier was higher than the amount proscribed in the Convention, and that an extra fee was paid in. In case of delay in delivery of the baggage for more than 24 hours, the carrier may make refunds for the purchase of necessities on the basis of the accounts.
3. When the carriage is subject to the provisions of the Montreal Convention, the liability is limited to the sum of 1131 SDRs per passenger for checked baggage and unchecked baggage.
4. Unless the weight of luggage was determined, it is assumed that its weight is not greater than the weight limits applied to carriage of luggage which is carried free of charge.
5. The Carrier may free himself from liability to the passenger for the loss or damage to luggage through showing that he is not guilty of the damage.

- 5.1. Enter Air is not liable for damage sustained in case of destruction, loss or damage to checked baggage, in which the damage resulted from the natural characteristics, quality, defects of the baggage or inadequate protection by the Passenger.
- 5.2. Enter Air is not liable for minor damage to the outer surface of the luggage (abrasions, scratches, dirt, stains, dents, etc.) that result from normal use of the baggage, and for any damage caused by overloading the baggage.
- 5.3. Enter Air is not responsible, if and in so far as the destruction, loss or damage was caused by the actions of public authority carried out in connection with travel, entry or transit the baggage.
- 5.4. Enter Air is not liable if the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom it obtained its rights - to the extent that such negligence or wrongful act or omission caused or contributed the damage.
- 5.5. In case of cabin baggage (including personal items) Enter Air is liable only if the damage resulted from a mistake or fault of the carrier's employees.
- 5.6. The carrier is not responsible for the luggage mistakenly picked up by another passenger. A person who mistakenly receives a baggage of another passenger will cover any cost incurred by the necessity of delivery of the baggage.
6. If it turns out after the passenger's arrival at destination that his luggage did not arrive on the same flight, the Carrier or a handling agent acting in his stead shall write a relevant report and initiate the search procedure aimed at finding the luggage. The carrier is not responsible for checked baggage that does not come on board along with passenger, if the passenger has not notified this fact at the airport immediately upon arrival.
7. If the loss of luggage is not an aftermath of circumstances which the Carrier is not responsible for, the Carrier or his handling agent shall notify the passenger without delay about the possibility of reclaiming the luggage at the airport. The passenger should pick up the luggage during 5 working days from notification. Past that time, the passenger will be charged the cost of storage. At the passenger's request and within his possibilities, the Carrier will send the luggage over to an airport other than Destination.
8. The Carrier advises that in the case the passenger reclaims his luggage at a time other than directly after arrival, the passenger should check the luggage for missing items and damage and lodge a claim if so should happen.
9. The luggage, if uncovered during 30 days from the date of lodging a claim, is declared lost. The Carrier's financial liability for lost luggage is governed by regulations of above legal acts, these General Terms of Carriage of Passengers and Luggage and respective provisions of Polish laws.
10. The Carrier may free himself from liability to the passenger for damage to luggage, through evidencing his innocence.

§25 Irregularities

1. The Carrier will make every effort to carry the Passenger and his luggage without delay in accordance to the current time-table, however in cases of extraordinary circumstances beyond the Carrier's control, the carriage may be impeded, cancelled or delayed.
2. In the case of the flight is off schedule, the Carrier is bound to let the passenger know information about his rights, inclusive of the right to compensation and other privileges. In case of flight cancellation due to causes beyond the Carrier's control, the Carrier will be exempt from the obligation to pay compensation.
- 3 In case when Enter Air predicts the changed of the departure or arrival time, Enter Air is obliged to inform the passengers:
 - a) who signed a contract for the carriage with the tour operator and / or the travel agency - through the tour operator

b) who signed into a contract for the carriage with Enter Air directly using the privilege of the individual booking - via e-mail and telephone.

4. The rights of passengers because of overbooking:

In the case the passenger is refused boarding although in possession of:

- a valid ticket and other travel documents; - booking confirmation of a given section of flight;
- meets carriage terms,

and assuming that he comes to the check-in desk within the time stipulated by Enter Air or not later than 45 minutes before scheduled departure, Enter Air will call out in the first place passengers willing to resign their booking of overbooked flight in exchange for compensation (specified according to Item 4.1) and care (specified according to Item 4.2.1.). When resignees are too few at the beginning of overbooking, Enter Air turns down the passengers against their wishes. In such a situation, the passengers will have the right to compensation and care, as described in Items 4.1 and 4.2.

4.1 The compensation will be paid out during 14 days depending on the passenger's final decision, in cash, via electronic transfer, bank money order, or bank check and, possibly in the case of obtaining the passenger's written consent, by personal check/travel voucher.

A) For flights not longer than 1500 km – EUR 250;

B) For flights within the EU which are longer than 1500km and for all other flights from 1500km to 3500km – EUR 400;

C) For flights which do not meet the terms of letters A and B – EUR 600.

In case Enter Air offers alternative connections to the port of destination, not taking longer than:

- 2 hours from the scheduled time of arrival (STA) for the flights mentioned under letter A,
- 3 hours from STA for the flights mentioned under letter B,
- 4 hours from STA for flights mentioned under letter C,

Enter Air will reduce the compensations of the Table by 50%.

4.2. Standards:

4.2.1. In the event of overbooking, the passenger may choose between:

a) money back, during seven days, of the costs of ticket (unused sections) subject to the passenger not continuing his journey to original destination and returning to the place of first departure a.s.a.p.;

b) a change of route to the place of destination at an earliest opportunity, on terms comparable to original terms, or at a later date, on seat availability condition.

4.2.2. Additionally, for free, passengers are entitled to:

- meals and drinks adequately to waiting time;
- hotel accommodation in case departure in not going to be on the day of traffic disturbance, or if hotel accommodation seems necessary;
- transfer between airport and place of accommodation;
- two phone calls, telex or fax or e-mail sending.

5. Passengers' rights when a flight is cancelled.

In case of failure to notify the passenger on his flight cancellation two weeks before departure, the passenger is entitled to compensation according to the table below. To obtain information on compensation payment the passenger should contact the Carrier's office.

A) Flights not longer than 1500 km – EUR 250;

B) Flights within the EU which are longer than 1500km and for all other flights from 1500km to 3500km – EUR 400;

C) The flights which do not meet the terms of letters A and B – EUR 600

The compensation will be paid out during 14 days depending on the passenger's final decision, in cash, via electronic transfer, bank money order, or bank check and, possibly in the case of obtaining the passenger's written consent, by personal check/travel voucher.

In case Enter Air offers alternative connections to the port of destination, not taking longer than:

- 2 hours from the scheduled time of arrival (STA) for the flights mentioned under letter A,
- 3 hours from STA for the flights mentioned under letter B,
- 4 hours from STA for flights mentioned under letter C,

Enter Air will reduce the compensations of the Table by 50%.

If the passenger was notified about flight cancellation within:

- at least two weeks before the planned journey;
- two weeks, though not later than seven days before the planned journey and Enter Air did arrange for an alternative connection to the place of destination, departure being not later than two hours before STD and arrival at destination being not later than 4 hours before the STA of cancelled flight;
- less than seven days before STD and Enter Air did arrange for an alternative connection to the place of destination, departure being not later than one hour before STD and arrival at destination being not later than two hours after the STA of cancelled flight, then, no compensation can be paid out by Enter Air.

5.1 The care and benefits passengers are entitled to because of a cancelled flight.

In the case of a cancelled flight, the passenger may choose between:

- a) – a refund (during 7 days) of the costs of unused sections of his ticket, or for used sections on condition that his further flight does not coincide with original destination and that his return flight to the first place of departure occurs at an earliest date;
- b) – a change of route to a place of destination at an earliest date on terms comparable to original terms, or at a later date on seat availability condition.

Additionally, passengers are entitled to:

- meals and drinks adequately to waiting time;
- hotel accommodation in case departure is not going to be on the day of traffic disturbance, or if hotel accommodation seems necessary;
- transfer between airport and place of accommodation;
- two phone calls, telex or fax or e-mail sending.

Enter Air will be exempt from the obligation to pay out compensation in case the flight cancellation is due to reasons independent from Enter Air.

6. Passengers' rights when a flight is delayed.

In case Enter Air foresees that departure, compared to SDT, can be:

- two hours or more in the case of flights not longer than 1500 km;
- three hours or more in the case of flights longer than 1500km inside the EU, and in the case of all other flights longer than 1500km, though not longer than 3500km;
- four hours or more in the case of all other flights which do not meet the above conditions, Enter Air shall provide for passengers, for free:

- a) meals and drinks adequately to waiting time, and enable to send two phone calls, two telex or fax messages or e-mails, a n d
- b) in the case when waiting for departure extends by at least one day – hotel accommodation and airport-accommodation transfer,
- c) in the case when waiting for departure is longer than at least five hours – a refund of the costs of ticket, during seven days, for used or unused sections of their tickets, on condition that his further flight does not coincide with original destination and that their return flights to the first place of departure occur at an earliest date;

§26 Claims

1. All complaints must be submitted in writing (letter, fax or e-mail) in Polish or English only. Properly filed complaints are dealt with within 30 days from the date of receipt. In exceptional cases, this period may be extended to 60 days. Claims address:

Enter Air

ul. 17 Stycznia 45 B

02-146 Warszawa

customercare@enterair.pl

2. Collecting of luggage by the passenger without making a formal complaint is a proof based on a presumption, that the luggage was delivered in a good condition and in accordance to transport documents.

3. The basis of accepting the luggage claim is providing the Property Irregularity Report (PIR) and all the documents confirming any financial loss caused to a passenger.

4. In the case of a damage, the passenger must make the complaint immediately after the discovery of the damage within 7 days from receipt of the checked baggage. In case of a delay in delivering the baggage, the complaint must be made within 21 days from the date of receiving the baggage.

5. Every complaint must be submitted in writing, with the Property Irregularity Report, boarding card and bag tag attached, within the timeframes specified above. Enter Air reserves the right to ask the passenger to provide other additional documents which are necessary to determine the limit of liability.

6. In case the formal complaint has not been submitted within the timeframes specified above, the passenger does not have a right to prosecute, except in case of fraud on the part of the carrier.

7. In case the damaged baggage could not be repaired by the carrier or any company acting on its behalf, the passenger has the right to have the luggage repaired by a third party, obtain the receipts and send them to the carrier. In case baggage is irreparable, the passenger must obtain written confirmation from the appraiser, including indication of the brand and type of baggage.

8. If the checked baggage has been damaged or pilfered, Passenger must immediately report this to the airport services and complete the PIR before leaving the transit area. Acceptance of the Baggage without complaint made before leaving the transit area and without completion of the Property Irregularity Report (PIR), is prima facie evidence that the Baggage has been delivered in good condition.

9. If the Passenger's baggage does not arrive with the flight carrying the Passenger, the Passenger has to report this fact immediately to the airport services, and complete the PIR upon arrival before leaving the transit area. Should the Passenger fail to meet this requirement, Enter Air will be released from liability for damage, destruction, loss or delay of passenger baggage.

10. The maximum compensation in the amount of 100 USD for the delay in baggage delivery over 24 hours during the passenger's stay abroad is admitted on the basis of the bills for purchase of the first need products (underwear, necessary change of clothing, cosmetics and toiletries) regardless the period of waiting for the luggage. The carrier reserves the right however to adjust the claims individually.

11. Should any damage occur to Passenger's unchecked baggage, a report must be made on board the aircraft. Should the Passenger fail to comply with this requirement Enter Air will not be liable for any damages to unchecked Baggage.

12. All claims for damages in international transport become negative prescription 2 years after arrival at destination, or on the day on which arrival was supposed to take place. The method of calculation is set by the laws in force in a given jurisdiction.

13. The basis for filling the complaint is valid ticket and boarding pass (not a voucher or a contract signed with the tour operator).

§27 Catering

Depending on a contract with an Agent, the Carrier offers foodstuffs, non-alcoholic and alcoholic drinks free of charge, or entirely for a full charge. Relevant information is available from the Agent or the Carrier. The list of foods and drinks, with prices, are accessible on board.

§28 Additional services

1. The Carrier offers a selection of additional services such as:

- a) the carriage of special baggage including sport baggage
- b) the carriage of excess luggage
- c) the carriage of a pet (see §20 par. 3-5)
- d) special assistance for an unaccompanied minor travelling alone

Extra services are not free of charge. The fees are given in the table in §31 of these General Conditions of Carriage.

The Passenger may avail himself of additional services after saying such intention to the Agent of the Carrier and obtaining confirmation that such service may be rendered by the Carrier.

2. All the information concerning procedures connected with extra services are available at the carriers. In order to receive the information it is required to contact the tour operator or to check carrier's website. Enter Air has the right to refuse to provide special services that do not fulfill the conditions set by the carrier.

3. The Carrier's is not obliged to provide special services. The Carrier reserves the right to refuse to provide an special service for capacity shortage, or for operational reasons.

4. The conditions of executing additional services are set in detail in regulations and procedures in a given country.

§29 Contracts for outsourcing additional services

1. The Carrier makes contracts with third persons for the purpose of offering passengers additional services (other than air carriage), like for instance: hotel reservation, car hire, insurance). In case of signing similar contracts, the Carrier does not act as a representative of any third person. Any claims in respect to a third person's fulfillment of a contract between such person and the passenger should be directed directly to such firm.

2. Additional services, on the Carrier's offer, may be subject to certain limitations or separate regulations. The Carrier will make the third persons General Terms of Contracts available to passengers.

§30 Interpretation

1. In case of doubt the Polish version of these General Conditions of Carriage must prevail.

2. Should the person making the individual reservation be other than the Passenger, or he/she makes the reservation on behalf of other Passengers as well, we assume that during the reservation process he/she makes his statements and gives his/her consent on behalf of all (other) Passengers booked under the same reservation and he/she is authorized to make statements and grant consent on behalf of the Passenger(s) mentioned above.

§31 A table of extra charges description

	PLN		EUR		USD	
	one way	round trip	one way	round trip	one way	round trip
Bicycle – (conveniently packed for air transport up to 15 kg. The Carrier does not provide any packaging for bicycles)	145	290	35	70	46	92
Sports equipment or outfit / per 1 kilo	24	48	6	12	8	16
Carriage of surfboards without masts (bodyboards) up to 32 kg	95	190	23	46	30	60
Golfing Equipment – up to 15 kg	145	290	35	70	46	92
Skiing equipment – (skis, poles and boots) up to 32 kg	80	160	20	40	25	50
Carriage of surfing equipment - (board and mast with sail up to 32 kg) notify Agent beforehand. The Carrier can carry 5 sets in a single flight on the first come first served basis.	200	400	48	96	63	126
Kite - (carriage of a board with kite) up to 32 kg	125	250	30	60	40	80
Diving Equipment – (empty cylinders only) up to 32 kg	95	190	23	46	30	60

The charge for luggage overweight (per kilo)	24	n/a	6	n/a	8	n/a
Special assistance for minors travelling alone	120*	n/a	30	n/a	40	n/a

*exception – Spain: **47 EUR/195 PLN/ 64 USD**

The charge for carrying animals in a cage adapted to air carriage (cages are not provided by the Carrier) = maximum weight 8 kg	192	n/a	48	n/a	64	n/a
Name change fee per passenger	250	500	60	n/a	75	n/a
Flight change fee per passenger	250	n/a	60	n/a	75	n/a
Cancellation fee per passenger	280	n/a	65	n/a	85	n/a
The charge for carrying a baby up to 24 months without a separate ticket	no charge					
Assistance to the blind at embarkation and disembarkation	no charge					
Assistance to deaf and hearing impaired at embarkation and disembarkation	no charge					
Carriage of wheelchair in a cargo hold (requires earlier notification to the Agent)	no charge					