

Thomas Cook Airlines conditions of carriage

If your flights are with Thomas Cook Airlines, the following Thomas Cook Airlines conditions of carriage will apply to your contract, in addition to the thomascookairlines.com booking conditions set out on this website:

Definitions

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

1.1 "We", "our", "ourselves" and "us" means Thomas Cook Airlines Limited.

1.2 "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").

1.3 "Agreed Stopping Place" means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

1.4 "Airline Designator Code" means the two characters, or three letters, which identify particular air carriers.

1.5 "Authorised Agent" means a passenger sales agent who has been appointed by us or by another carrier, or by any person or entity with whom or which we have entered into a charter agreement, to represent us or it in the sale of air transportation on our services.

1.6 "Baggage" means your articles, effects and other personal property necessary or appropriate for wear, use, comfort or convenience in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.

1.7 "Baggage Check" means those portions of the ticket which relate to the carriage of your Checked Baggage.

1.8 "Baggage Identification Tag" means a document issued solely for identification of Checked Baggage.

1.9 "Charter Agreement" means the agreement entered into between us and an Authorised Agent to represent us or it in the sale of air transportation on our services.

1.10 "Checked Baggage" means Baggage of which we take custody and for which we have issued a Baggage Check.

1.11 "Conditions of Contract" means those statements and notices contained in, or delivered with, your Ticket, identified as such and which incorporate these Conditions of Carriage by reference.

1.12 "Convention" means whichever of the following instruments is or are applicable:

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);

The Montreal Convention (1999).

1.13 "Coupons" means Electronic Coupon, Flight Coupon and Passenger Coupon as required.

1.14 "Damage" includes death, wounding and bodily injury of a Passenger, or, as the context requires, loss, partial loss, theft of and other damage to Baggage arising out of or in connection with carriage or other services incidental thereto performed by us.

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

1.16 "Electronic Coupon" means an electronic Flight Coupon for an electronic ticket held in our computer database.

1.17 "Electronic Ticket" means an itinerary and receipt, Electronic Coupons and any boarding document we have issued to you.

1.18 "Flight Coupon" means that portion of the ticket that bears the notation "good for passage" and indicates the particular places between which you are entitled to be carried.

1.19 "Itinerary / Receipt" means the document or documents issued to Passengers travelling on Electronic Tickets containing the passenger name, flight information and notices.

1.20 "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").

1.21 "Passenger Coupon" means that portion of the Ticket which is so marked and which ultimately is to be retained by you.

1.22 "SDR" means a Special Drawing Right as defined by the International Monetary Fund.

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

1.24 "Tariff" means published fares, charges and / or related Conditions of Carriage which have been filed, where required, with the appropriate authorities.

1.25 "Ticket" means the document entitled "Passenger Ticket and Baggage Check" issued by the Ticket Issuer, and includes the Conditions of Contract, notices and Coupons.

1.26 "Ticket Issuer" means any person or other entity with whom or which we have entered into a charter agreement, or its Authorised Agent, as the case may be, who issued the Ticket.

1.27 "Unchecked Baggage" means any of your Baggage other than Checked Baggage.

Applicability

2.1 General

These Conditions of Carriage apply to flights for which our name or Airline Designator Code is indicated in the carrier box of the Ticket, provided that Article 13 applies to our liability for Damage however it may arise.

2.2 Other Carrier's Conditions

If we have arranged for another carrier to perform any carriage on our behalf, and if there is any difference between our Conditions of Carriage and those of the other carrier the latter will prevail to the extent necessary or desirable for operational purposes provided however that our liability will continue to be governed by Article 13 of our Conditions of Carriage.

2.3 Overriding Law

These Conditions of Carriage are applicable unless they are inconsistent with Tariffs or laws applicable to the carriage being provided hereunder, in which event such Tariffs or laws shall prevail. If any provision of these Conditions of Carriage is invalid under any such applicable law, the other provisions shall nevertheless remain valid.

2.4 Charter Agreement / Tour Operator Conditions

Carriage may be subject to the rules and regulations set out in the relevant Charter Agreement (if any) and/or any Tour Operator conditions if applicable to a customer travelling on a package holiday and in effect on the date of Ticket issuance (which deal with matters such as the carriage of passengers with special needs and special types of baggage). In the event of inconsistency between any of these and these Conditions of Carriage, the latter shall prevail.

Tickets

3.1 Requirement for Valid Ticket

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

3.1.2 A Ticket is not transferable.

3.1.3 You shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon or Electronic Coupon for that flight and all other unused Flight Coupons or Electronic Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by the Ticket Issuer. Any enquiries about lost or incomplete Tickets should be addressed to the Ticket Issuer.

3.2 Validity

3.2.1 Except as otherwise provided in the Ticket, in these Conditions or in applicable Tariffs, a Ticket is good for carriage only from the airport of departure to the airport of destination for the flight and date shown on the Ticket.

3.2.2 If you fail to board the aircraft prior to departure for any flight for which the Ticket has been issued for any reason beyond our control, your ticket will be invalid and we shall be under no liability to you.

3.3 Coupon Sequence and Use

The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.4 Name and Address of Carrier

Our name may be abbreviated to our Airline Designator Code, or otherwise, on the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "Carrier" box in the Ticket.

3.5 Refunds

3.5.1 General

thomascokairlines.com fares (and flight extras) are 100% non-refundable. This applies to all cancellations including but not limited to cancellations arising from a change in personal circumstances, such as the inability to travel on medical grounds. If you need to cancel your flight booking you will be charged 100% of the booking cost plus a £25/€29.00 administration charge if a cancellation document is required for insurance purposes.

You may request from us a refund of UK government air passenger duty (APD) for any flight you choose to cancel. Such a request must be received within 28 days of the cancellation being made by us and you must also pay £25/€29.00 administration fee per booking. This charge does not include the creation of an insurance letter, which is charged and supplied separately.

We shall not be obliged to give refunds in any circumstances if your Ticket has been issued to you by a Ticket Issuer. Any enquiries about refunds should be addressed to the Ticket Issuer. If we have issued your Ticket, if we fail to provide carriage in accordance with the contract of carriage or where you request a voluntary change of your arrangements, refund for an unused ticket or portion thereof shall be made by us in accordance with this Article 3.5 of these Conditions of Carriage

3.5.2 Person to whom refund will be made

3.5.2.1. Except as hereinafter provided in this Article, we shall be entitled to make refund either to the person named in the ticket, or to the person who has paid for the ticket upon presentation of satisfactory proof.

3.5.2.2. If a ticket has been paid for by a person other than the passenger named in the ticket, and we have indicated on the ticket that there is a restriction on refund, we shall make a refund only to the person paying for the ticket or to that person's order.

3.5.2.3. Except in the case of lost tickets, refunds will only be made on surrender to us of the passenger coupon and surrender of all unused Flight Coupons.

3.5.2.4. A refund made to anyone presenting the passenger coupon and all unused flight coupons and holding himself or herself out as a person to whom refund may be made in terms

of 3.5.2.1 or 3.5.2.2 shall be deemed a proper refund and shall discharge us from liability and any further claim for refund.

3.5.3 Involuntary Refunds

3.5.3.1. If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at a point to which the passenger is destined or ticketed to stop over, are unable to provide previously confirmed space or cause the passenger to miss a connecting flight on which the passenger holds a reservation, the amount of the refund shall be:

3.5.3.1.(a). if no portion of the ticket has been used, an amount equal to the fare paid;

3.5.3.1.(b). if a portion of the ticket has been used, the refund will be the higher of:

3.5.3.1.(c).(i) the one way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover, or

3.5.3.1.(d).(i) the difference between the fare paid and the fare for the transportation used.

3.5.4 Refund on lost ticket

3.5.4.1. If a ticket or portion thereof is lost, refund will be made on proof of loss satisfactory to us and upon payment of any applicable service charge, on condition:

3.5.4.1.(a). that the lost ticket, or portion thereof, has not been used, previously refunded or replaced; and

3.5.4.1.(b). that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event and to the extent that the lost ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

3.5.5 Right to refuse refund

3.5.5.1. After the expiry of the validity of the ticket, we may refuse refund when application therefore is made later than any time prescribed in our Conditions of Contract or these Conditions of Carriage.

3.5.5.2. We may refuse refund on a Ticket which has been prescribed to us or to Government officials of a country as evidence of intention to depart therefrom, unless the passenger establishes to our satisfaction that he or she has permission to remain in the country or that he or she will depart therefrom by another carrier or another means of transport.

3.5.6 Currency

All refunds will be subject to Government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the ticket was paid for.

3.5.7 thomascookairlines.com

Notwithstanding the provisions of this Article 3.5, bookings made with thomascookairlines.com shall not be refundable in any circumstances.

Taxes and Charges

Applicable taxes or charges imposed by government or other authority, or by the operator of an airport, and in effect on the date of travel, shall be payable by you.

5.1 Seating

We will endeavour to honour advance seating requests, but we cannot guarantee any particular seat, and you agree to accept any seat that may be allocated on the flight in the class of service for which the Ticket has been issued. We reserve the right to assign or reassign seats at any time.

Occasionally Thomas Cook Airlines has to make changes on the day of departure that can result in withdrawal or changes to pre-booked flight services.

5.2 Knee Defenders

We consider the safety and comfort of all our customers on board as our priority - Thomas Cook Airlines does not allow the use of any kind of devices to block the reclining of aircraft seats.

Out of consideration for all those travelling on our aircraft, we kindly ask that our customers do not try to use such gadgets during their flight.

Check-in / Boarding

We will endeavour to honour advance seating requests, but we cannot guarantee any particular seat, and you agree to accept any seat that may be allocated on the flight in the class of service for which the Ticket has been issued. We reserve the right to assign or reassign seats at any time.

Occasionally Thomas Cook Airlines has to make changes on the day of departure that can result in withdrawal or changes to pre-booked flight services.

6.1 You must have completed the check-in process sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures, and not later than any minimum time specified by us.

6.2 You must be present at the boarding gate not later than the time specified by us.

6.3 We may refuse to allow you to board if you have not checked-in in time, fail to arrive at the boarding gate in time or appear improperly documented as set out in Article 12.2.

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.

Refusal and limitation of carriage

7.1 Right to Refuse Carriage

In the 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 or if one or more of the following have occurred or may occur:

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

7.1.2 the carriage of you or your Baggage may endanger the safety, health, comfort or convenience of other passengers or crew;

7.1.3 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;

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

7.1.5 you have refused to submit to a security check;

7.1.6 you have not paid any applicable taxes or charges;

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

7.1.8 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than the Ticket Issuer, has been reported as being lost or stolen or is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.9 you have not used the coupons in sequence, or you present a Ticket, which has been issued or altered in any way, other than by the Ticket Issuer or us, or the Ticket is mutilated.

7.1.10 we are requested to do so by the Ticket Issuer;

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

7.1.12 you have previously committed one of the acts or omissions referred to above.

7.2 Special Assistance and Passengers with disabilities

7.2.1 Acceptance for carriage of passengers with disabilities or with reduced mobility or of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us and is also subject to these Conditions of Carriage and the procedures and requirements set out at 'Special Assistance'. This includes requirements for electric wheelchair / mobility aid acceptance.

7.2.2 Passengers with disabilities or with reduced mobility who have advised us of their disability and any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

7.2.3 We may require that you travel with an attendant if it is essential for safety or you are unable to assist in your own evacuation from the aircraft, or you are unable to understand the safety instructions.

7.2.4 Assistance dogs may be taken into the aircraft cabin if applicable laws permit it and if the necessary arrangements are in place at the relevant airports. You assume full responsibility for such animal. We shall not be liable for injury or loss, delay, sickness or death of such animal unless caused by our fault or negligence.

Baggage

8.1 Free Baggage Allowance

You may carry an amount of baggage, free of charge, subject to our conditions and limitations, which are available on request from our Authorised Agents or us.

8.2 Excess Baggage

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance.

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; or

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, to or over; or

8.3.1.3. items which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable; or

8.3.1.4. Animals, including birds and reptiles.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. We may, at our discretion and subject to prior written approval from us, accept firearms and ammunition for hunting and sporting purposes as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3.1.1.

8.3.3 We may, at our discretion, accept weapons such as antique firearms, swords, knives and similar items as Checked Baggage, but they will not be permitted in the cabin of the aircraft.

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

8.3.5 If, despite being prohibited, any items referred to in Articles 8.3.1 to 8.3.4 are included in your Baggage, we shall not be responsible for any loss or damage to such items except where such items are carried in the course of carriage to which the Convention applies.

8.4 Right to Refuse Carriage

8.4.1 Subject to Articles 8.3.2 and 8.3.3, 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 because of its size, shape, weight, contents or character, or for safety or operational reasons, or in the interests of the comfort and convenience of other passengers.

8.4.3 We may refuse to accept Baggage for carriage unless it is properly packed in suitable containers.

8.5 Right of Search

For reasons of safety and security, we may request that you permit a search, X-ray or other type of scan be made of your person and 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 Article 8.3.1 or any firearms, ammunition or weapons which have not been presented to us in accordance with Articles 8.3.2 or 8.3.3. If you are unwilling to comply with such a request we may refuse to carry you and your Baggage. In the event an X-ray or other scan causes damage or delay to you or your Baggage, we shall not be liable for such damage or delay unless 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, 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 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.

8.6.4 Electronic/water vapour cigarettes are not allowed within checked baggage as may cause a fire hazard, therefore we decided not to permit electronic/water vapour cigarettes packed in the checked baggage.

8.7 Unchecked Baggage

8.7.1 We may specify maximum dimensions 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.

Only one piece of cabin Baggage is acceptable per person.

Maximum size of 55 x 40 x 20 cm -one plastic bag containing Duty Free Goods

Weight of cabin Baggage is restricted to 5 kilos

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 Article 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 You are required to collect your Checked Baggage as soon as it is made available at your place of destination or Stopover. Should you not collect it within a reasonable time, we may 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.

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.

Schedules, delays, cancellation of flights

9.1 We undertake to use our best efforts to carry you and your Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. However, to do so, we may need to use a substitute aircraft and/or the services of another carrier. We may also be obliged to change the time of flights, often for reasons beyond our control and consequently times shown in the Ticket, timetables or elsewhere cannot be guaranteed.

9.2 Our policy on compensation and assistance in the event of delays and cancellations is in accordance with EC Regulation 261/2004, are set out in a notice which we will provide to

passengers affected and which will be available from us on request. Except as required by EC Regulation 261/2004, and subject to other applicable laws, where you have purchased your ticket from a Ticket Issuer, our contract is with the Ticket Issuer and we shall not be liable to you in respect of any delayed or cancelled flights, and any such claims should be addressed to the Ticket Issuer.

Conduct on board aircraft

10.1 General

If in our opinion, you conduct yourself on board 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, damage or injury to other passengers or the crew, we may take such measures as we deem necessary to prevent continuation of such conduct, including restraint and diverting the aircraft to the nearest available suitable airport. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft, and we may take proceedings against you for recovery of any costs, expenses and liabilities incurred as a result.

10.2 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.

Arrangements for additional services

11.1 Subject to applicable law, if in addition to providing carriage by air, we also agree to make arrangements for the provision of additional services, we shall have no liability to you for such services except for negligence on our part in making such arrangements.

11.2 If we also provide surface transportation for you, other conditions may apply to such surface transportation.

Administrative formalities

12.1 General

12.1.1 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.

12.1.2 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

12.2 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.

12.3 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 denied entry will not be refunded by us.

12.4 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.

12.5 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 loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

12.6 Security Inspection

You shall submit to any security checks by Governments, airport officials, and other carriers or by us.

12.7 Personal Data

You recognise that personal data has been given to us for the purposes of making a reservation, obtaining ancillary services, developing and providing services, facilitating Immigration and entry procedures and making available such data to government agencies, in accordance with applicable law 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, customs, immigration and law enforcement authorities, Ticket Issuers, other carriers or the providers of the above-mentioned services. You agree to hold us and our Authorised Agents harmless in relation to any losses or claims which may arise from transmission or retention of inaccurate data provided by you. If you fail to provide the necessary information prior to your departure, we may be unable to carry you to or through a country that requires the information and we reserve the right to cancel your reservation, without liability.

Liability for damage

The liability of Thomas Cook Airlines Limited and of each carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

13.1 Applicable rules

The rules applicable to our liability shall be as provided by:

The Convention, to the extent it applies;

EC Regulation 2027/97 as amended by EC Regulation 889/2002;

EC Regulation 261/2004; and

to the extent not inconsistent with the above, applicable national law.

13.2 Death of or injury to passengers

13.2.1 There shall be no artificial limit to the amount of our liability for death, wounding or bodily injury suffered by a Passenger in the event of an accident on board the aircraft or in the course of embarking or disembarking.

13.2.2 For personal injury up to the sum of the equivalent of 113,100 SDRs, we shall not exclude or limit our liability.

13.2.3 Above the level of 113,100 SDRs we can defend ourselves if we prove that the Damage was not due to the negligence or other wrongful act or omission of us or our servants

or agents, or that the Damage was solely due to the negligence or other wrongful act or omission of a third party.

13.2.4 Notwithstanding the provisions of Article 13.2.2, if we prove that the Damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger or of the person claiming compensation, we may be exonerated wholly or partly from our liability in accordance with applicable laws.

13.2.5 We shall, without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered. Such payment shall be of an amount not less than the equivalent of 16,000 SDRs per Passenger in the event of death.

13.2.6 An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except in the cases described in Article 13.2.4 or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the Damage by negligence or was not the person entitled to compensation.

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

13.3 Baggage

Except in the case of an act or omission by us or our agents done with intent to cause damage or recklessly and with knowledge that Damage would probably result and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment, our liability in the case of Damage or delay to Checked or Unchecked Baggage shall be limited to 1,131 SDRs per Passenger unless you make a special declaration at check-in and pay any requisite fee, in which event our liability shall be limited to the higher declared value, provided that if in accordance with applicable laws different limits of liability are applicable, such different limits shall apply.

13.3.1 We will not be liable for any Damage to Unchecked Baggage unless such Damage is caused by our negligence or the negligence of our agents.

13.3.2 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.

13.3.3 We are not liable for Damage to Checked or Unchecked Baggage caused by delay if we prove that we and our servants and agents took all reasonable measures to avoid the Damage or that it was impossible to take such measures.

13.3.4 Except in the case of Checked Baggage carried in the course of carriage to which the Convention applies, 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, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

13.4 Passenger Delays

13.4.1 We will be liable for Damage occasioned by delay in the carriage of persons by air unless we prove that we and our servants and agents took all measures that could reasonably be required to avoid the Damage or that it was impossible to take such measures. Our liability for passenger delay is limited to 4,694 SDRs per passenger,

13.4.2 The limits of liability stated in Article 13.4.1 shall not apply if you prove that the Damage resulted from an act or omission of us, our servants or agents (acting within the scope of their employment), done with intent to cause damage or recklessly and with knowledge that damage would probably result.

13.5 General

13.5.1 We are not liable for any Damage arising from our compliance with or your failure to comply with applicable laws or Government rules and regulations.

13.5.2 Except as may be specifically provided otherwise in these Conditions of Carriage or by applicable laws, we shall be liable to you only for recoverable compensatory damages for proven losses.

13.5.3 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as it and 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.

13.5.4 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.

13.5.5 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

Time limitation on claims and actions

14.1 Notice of Claims

14.1.1 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.

14.1.2 If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest within seven (7) Days of receipt of 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.

14.2 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.

Modification and waiver

None of our Authorised Agents, servants, employees or representatives has authority to alter, modify or waive any provision of these conditions of carriage.