

TUI AIRWAYS CONDITIONS OF CARRIAGE

Below you'll find the Conditions of Carriage for TUI Airways. As you read these conditions, please note that:

"We", "our" "ourselves", and "us" means TUI Airways Limited.

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

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

"**Authorised Agent**" means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation.

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

"**Baggage Check**" means those portions of the Ticket which relate to the carriage of your Checked Baggage.

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

"**Carrier**" means an air carrier other than us, whose Airline Designator Code appears on your Ticket.

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

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

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

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No.2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal (1975);
- Guadalajara supplementary Convention (1961) (Guadalajara);
- The Montreal Convention (1999).

"**Coupon**" means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

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

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

"**Electronic Coupon**" means an electronic flight coupon or other value document held in our database.

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

"**Flight Coupon**" means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

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

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

"**Passenger Coupon**" or "**Passenger Receipt**" means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

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

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

"**Tariff**" means the published fares, charges and/or related conditions of carriage of an airline.

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

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

ARTICLE 1. NEW HEALTH REQUIREMENTS

1.1 Face Masks.

You are required to wear an appropriate face mask in the airport, when boarding and whilst on-board the aircraft. An appropriate face mask is one that covers the nose, mouth and chin, can be independently fastened behind the head or by ear loops and is acceptable to the airline. Face shields alone will not be sufficient.

Face masks must be worn through the duration of the flight unless one of the exceptions set out below applies. You are not required to wear a face mask on your flight:

- if you are a child aged 6 or under;
- you are unable to put on, wear or remove a face mask due to a physical or mental illness, impairment or disability;
- putting on, wearing or removing a face mask will cause severe distress;
- you are travelling with or providing assistance to another passenger who relies on lip reading to communicate;
- if not doing so avoids harm or injury, or the risk of harm or injury, to yourself or others;
- to eat or drink (where you need to);
- to take medication;
- if a police officer or other official asks you to remove your face mask.

Where face masks are removed to eat or drink these must be replaced as soon as the activity is complete. We have the right to refuse to carry you or your Baggage if you do not comply with the requirement to wear a face mask (unless one of the exceptions applies). If you remove your face mask during your flight and refuse to replace it when asked, then we will treat you in line with our disruptive passenger policy.

Face masks should be replaced every 4 hours. It is your responsibility to bring a sufficient number of face masks to protect you for the duration of your time at the airport, whilst on-board your flight (inbound and outbound) and whilst in destination where required.

It is your responsibility to check any requirements of the country of your destination as to the wearing of face masks.

1.2 Health Statement.

To enable you to fly out of and return to a UK airport with us you will need to confirm a health statement prior to travel. The health statement will need to be completed at check-in prior to departure from the UK and at check-in prior to returning to the UK. Completion of the statement will then generate your boarding pass. Details on how to do this can be found on our website.

If you are checking in for any flight to a UK airport, then you are required to provide your details to UK Border Force. Details on how to do this can be found on our website. Any individual displaying symptoms of Covid-19 or of any other major health outbreak, epidemic or pandemic will not be permitted to board the aircraft.

1.3 Baggage.

You are permitted to carry one (1) small piece of Unchecked Baggage per person that can be placed fully under the seat in front of you unassisted.

If you have a medical condition or are travelling with infant children, then please contact us to discuss any exceptions to the above.

Our usual rules about Checked Baggage and permitted items still apply. Please read Article 8 below.

ARTICLE 2. APPLICABILITY

2.1 General.

These Conditions of Carriage only apply on flights or flight segments where our name or Airline Designator Code is shown on the Ticket for that flight or flight segment.

2.2 Sub-Charters or Substitute Carrier.

There may be times when another carrier needs to operate a flight on our behalf under our Airline Designator Code, by way of a sub-charter. Under exceptional circumstances, we may arrange for another air carrier to carry you under your Ticket. Our Conditions of Carriage will apply to such carriage.

2.3 Overriding Law.

These Conditions of Carriage apply unless they are inconsistent with our Tariffs or applicable laws in which case such Tariffs or laws will apply. If any provision of these Conditions of Carriage is invalid under any applicable law, the other parts shall still remain valid.

2.4 Conditions prevail over Regulations.

Except as provided in these Conditions of Carriage, if there is inconsistency between these Conditions of Carriage and any other regulations we may have, these Conditions of Carriage will prevail.

ARTICLE 3. TICKETS

3.1 General Provisions.

We will provide carriage only to the Passenger named in the Ticket, and that Passenger must produce appropriate identification. The purchased ticket is non-refundable. You will be charged for any changes. You must make sure that all names and details are correct at the time of booking. You will receive an invoice once your booking is confirmed and should contact us straight away if there is something that you need to correct or if you don't receive an invoice within 7 days of confirming your booking.

3.2 Amendment Fees.

You can make reasonable corrections to incorrect spelling at no charge provided this does not amount to a name substitution. **To change a name, passenger or passenger type:**

The change must apply to all segments of the booking.

- £25 per person flat fee at any time.

To change date, flight time, airport and/or duration:

- 29 days or more to departure - 70% of original fare
- 28-15 days to departure - 90% of original fare
- 14-0 days to departure - 100% of original fare

3.3 Period of Validity.

Except as otherwise provided in the Conditions of Carriage, or in applicable Tariffs, a Ticket is valid for one year from the date of issue.

In the event of death of a Passenger en route the Tickets of any person travelling with them can be changed to allow them to fly at a different time.

In the event of a death in the immediate family of a Passenger who has commenced travel the Passengers Tickets and those of the immediate family accompanying the Passenger can also be changed.

3.4 Ticket Use.

Your Ticket is only valid from the place of departure to the final destination shown on the Ticket. The fare you have paid is based on our Tariff and covers the transportation shown on the Ticket. This is an essential part of our contract with you. Should you wish to change any aspect of your transportation you must contact us in advance.

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

If you do not use your outbound flight, then your inbound flight will not be cancelled unless you tell us that you will not be using it.

3.5 Name of Carrier.

Our name may be abbreviated to our Airline Designator Code. Our address is Wigmore House, Wigmore Lane, Luton, LU2 9TN.

3.6 Type of Aircraft.

We are free to determine which type of aircraft will be used to operate the flight.

Once an aircraft type is communicated to you, we reserve the right to change the aircraft type at any time. By booking a flight you acknowledge that the aircraft type is not an essential element of the contract of carriage. If you paid a supplement for the reservation of a type of seat in the aircraft and this type of seat is not available, you are only entitled to reimbursement of the supplement paid.

ARTICLE 4. FARES, TAXES, FEES AND CHARGES

4.1 Fares.

The fare you pay covers your carriage from the departure airport to the arrival airport only. Fares do not include ground transport services between airports or between airports and towns. Your fare is calculated in line with the Tariff in effect on the date that you pay for your Ticket.

4.2 Taxes, Fees and Charges.

It is your responsibility to pay any applicable taxes, fees and charges imposed by government, airport operators or other authorities. You will be advised of any taxes, fees and charges that are not included in the fare at the time you purchase your Ticket. These will usually be shown separately on your Ticket.

Taxes, fees and charges do change often. If there is any increase to the amounts shown on your Ticket or if a new type of tax, fee or charge is imposed once you have bought your Ticket then you will have to pay this.

If any tax, fee or charge is cancelled or reduced once you have bought your Ticket then you will be entitled to a refund.

4.3 Currency.

You must pay fares, taxes, fees and charges in the currency of the country in which

the Ticket is issued, unless we or our Authorised Agent tell you they must be paid in a different currency.

ARTICLE 5. RESERVATIONS

5.1 Reservation Requirements.

We or our Authorised Agent will record your reservation(s). We will provide you with written confirmation of your reservation(s). Certain fares have conditions which limit or exclude your right to change or cancel reservations.

5.2 Personal Data.

You accept that you have given us your personal information for the purposes of:

- you making a reservation and buying a ticket;
- you receiving additional services;
- us developing and providing services;
- following immigration and entry procedures;
- us making information related to your travel available to government agencies.

We can keep and use your personal information for these purposes and can send it to our own offices, the offices of Authorised Agents, government agencies, carriers or service providers.

5.3 Seating.

We will try to honour advance seating requests. We are however unable to guarantee any particular seat. If your requested seat is unavailable, we will refund any payment you have made for the seat request. This is our sole obligation to you. We reserve the right to assign or reassign seats at any time even after boarding. This may be necessary for operational, safety or security reasons.

5.4 Smoking.

It is against the law to smoke on the aircraft. If you do smoke, you may be prosecuted. You will also have to pay all costs resulting from any disruption caused as a result of smoking and we may refuse to carry you on any return or future flight. Electronic cigarettes can be carried as hand luggage only. They cannot be carried as hold luggage. You cannot use or charge electronic cigarettes on the aircraft.

ARTICLE 6. CHECK-IN AND BOARDING

6.1 Unless we or any relevant authority say otherwise you must check in at least 40 minutes before the scheduled time of your flight. If you do not check in on time, we can cancel your booking and not let you onto the aircraft. You will not be entitled to a refund.

6.2 You can check in online before departure. When checking in online you must provide your advanced passenger information. You will be allocated your seats when you check in online. If you don't like the seats allocated, you can pay to select your seat. Sometimes we may need to change the seat allocated to you for operational or safety reasons or for persons with reduced mobility. Boarding cards must be printed on A4 paper and be clearly legible with no rips or tears. You must drop your bags off

before bag drop closes, 45 minutes before your flight time. If you choose not to use our online check-in service, we will not charge a fee for airport check-in.

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

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

6.5 We will not be liable to you for any loss or expense incurred due to your failure to comply with this Article 6.

ARTICLE 7. OUR RIGHT TO REFUSE TO CARRY YOU

We may decide to refuse to carry you or your Baggage if any one or more of the following has occurred, or in our exclusive judgement, we have reason believe may occur:

- If carrying you or your Baggage may put the safety or security of the aircraft, its crew, or other passengers in danger.
- If carrying you or your Baggage may significantly affect the experience of any person in the aircraft.
- If you are drunk or under the influence of drink or other narcotic substances.
- If you are, or we reasonably believe you are, in unlawful possession of narcotics or other illegal substances.
- If you have ever been found smoking, attempting to smoke and/or tampering with a smoke detector on a previous flight by a member of our aircrew.
- If your mental or physical state or health is considered a danger or risk to yourself, the aircraft, or any person in it.
- If you have refused to allow a security search to be carried out on you or your baggage on demand.
- If you have not observed or obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security, including, but not limited to, the requirement to comply with health mitigation measures implemented to prevent the spread of infectious disease.
- You have refused to comply with the instructions of our ground staff or a member of crew in relation to the wearing of any government or carrier mandated Personal Protective Equipment (PPE), or have refused to comply with any measure requirement by a national government or the carrier to prevent the spread of any disease or contagious agent.
- If you have used threatening, abusive, or insulting words towards our ground staff, another passenger, or a member of the crew.
- If you have behaved in a threatening, abusive, insulting, or disruptive way towards a member of our ground staff, a member of the crew, or fellow passengers.
- If you have deliberately interfered with a member of the crew of the aircraft carrying out their duties, however so caused.
- If you have put, or have threatened to place, the safety or security of either the aircraft or any person in it in danger.

- If you have made a hoax or actual bomb or other security threat, regardless of credibility.
- If you have committed a criminal offence during the check-in process, boarding processes or on board the aircraft.
- If you have not, or do not appear to have, valid travel documents.
- If you try to enter a country for which your travel documents are not valid.
- If the immigration authority for the country you are travelling to, or for a country in which you have a stopover, has told us (either orally or in writing) that it has decided not to allow you to enter that country.
- If you destroy your travel documents during the flight.
- If you have refused to allow us to see your travel documents on demand.
- If you have refused to provide your travel documents to a member of the crew when we have asked you to do so.
- If you have refused to prove your identity with a picture ID if told to by a member of the crew.
- If carrying you would break government laws, regulations, or orders.
- If you have refused or failed to give us information which a government authority has asked us to provide about you, including passenger information requested in advance of your flight (API) or valid health verification documentation required by the country that you are travelling to.
- If you have not presented a valid Ticket.
- If you have not paid the fare (or any applicable carrier-imposed charges and surcharges, and any applicable taxes, fees, and charges) for your journey.
- If you have presented a Ticket acquired illegally.
- If you have presented a Ticket which you did not buy from us or our authorised agents.
- If you have presented a Ticket which was not issued by us or our authorised agents.
- If you have presented a Ticket which has been reported as being lost or stolen.
- If you have presented a counterfeit Ticket.
- If you have presented a Ticket with an alteration made neither by us nor our authorised agents.
- If you have presented a spoiled, torn, or damaged Ticket or a Ticket which has been tampered with and this cannot be reasonable explained.
- If you cannot prove you are the person named in the Ticket on demand.
- If you have failed to present your Ticket or your boarding pass or your travel documents to us when reasonably asked to do so.
- If you have failed to complete the check-in process by the check-in deadline.
- If you have failed to arrive at the boarding gate on time.
- If you have refused or failed to undergo health screening or a health examination requested by us or by a government or enforcement agency.
- If you have behaved in a way as set out in this Article 7 when we have carried you on a previous flight and we reasonably believe you may repeat this behaviour
- You have been issued with a Customer Banning Order that is in force at the time of travel.
- You have been issued with a Lifetime Customer Banning Order.

7.2 Our Right to Refuse to Carry you when you have been issued with a CBO

or LCBO.

In addition to our right to refuse to carry you as outlined Article 7, we will refuse to carry you or your baggage if we have given you a Customer Banning Order (“**CBO**”), or Lifetime Customer Banning (“**LCBO**”). CBO or LCBO means a formal written notice we have given to you informing you that you are banned from being carried on the TUI Airways route network. This means you are banned from travelling on all flights we operate. The CBO will give the date when the ban comes into force, the period for which it applies, and the date of expiry. The CBO will also ask you not to buy a ticket or ask or allow anyone to do so for you. The LCBO will remain in place indefinitely. If you try to travel while a CBO or LCBO is in force, we will refuse to carry you and you will not be entitled to any refund. If you have existing future travel booked with us at the point at which a CBO or LCBO comes into force, then we will cancel any bookings and refund any monies paid to us.

7.3 Special Assistance.

We will only carry unaccompanied children, persons who are not self-reliant or persons with reduced mobility, pregnant women, persons with illness or other people requiring special assistance if we agree in advance and in accordance with our policy, which you can find at www.tui.co.uk/editorial/information/customer-welfare. If you have a disability, including reduced mobility, and you have told us of this before booking or up to 48 hours before departure, and we have agreed that you may travel, we will not then refuse travel because of your disability or special requirements.

ARTICLE 8. BAGGAGE

8.1 Baggage Allowance.

You may carry some Baggage with you into the cabin in line with our conditions and limitations, which are available upon request from us or our Authorised Agents and are available on our web site.

8.2 Excess Baggage.

You must pay a charge for carriage of Baggage in excess of your Baggage allowance. These rates are available from us upon request and are available on our web site.

8.3 Items unacceptable as Baggage.

Your Baggage must not include:

- items likely to endanger the aircraft or persons or property on board such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations and in our regulations;
- items which you are prohibited from carrying by law, regulation or order of any state you are flying from or to;
- items we reasonably consider are unsuitable for carriage because they are dangerous, unsafe by reason of their weight, size, shape or character, unsafe for operational reasons, are fragile or perishable considering the type of aircraft being used; or
- Firearms or ammunition of any kind.

Your Checked Baggage must not include:

- money;
- jewellery;
- precious metals;
- computers;
- personal electronic devices;
- negotiable papers or business documents;
- securities or other valuables;
- passports or other identification documents; or
- samples or necessary medication

We will refuse to carry as Baggage any item listed above, and we may refuse further carriage on discovery of any such items.

We will not be responsible for any of the above items (including damage to those items) that are included in your Baggage. If you do not follow the rules, you may be prosecuted and will be responsible for costs we have to pay because of any disruption. We may also refuse to carry you on any return or future flight. We may refuse to accept Baggage for carriage unless, in our reasonable opinion, it is properly and securely packed in suitable containers.

Information about unacceptable items and use of packaging/containers is available on our website or on request.

8.4 Right of search.

For reasons of safety and security we might ask you to allow a search and scan of your person and a search, scan or x-ray of your Baggage. If you do not agree we may refuse to carry you and your Baggage. If you are not available your Baggage may be searched without you to determine whether you possess or whether your Baggage contains any unacceptable item. We will not be liable for any damage caused to you or your Baggage by a search, scan or x-ray unless the damage was caused by our fault or negligence.

8.5 Checked Baggage.

We will take custody of any Baggage you deliver to us for check-in. A Baggage Identification Tag will be issued for each piece of Checked Baggage.

Checked Baggage must have your name or other personal identification on it.

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 another flight. If your Checked Baggage is carried on another flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.6 Unchecked Baggage.

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

Objects not suitable for carriage as Checked Baggage (such as delicate musical instruments), and which do not meet the requirements for Unchecked Baggage, will only be accepted for carriage in the cabin if you have given us notice in advance and we have granted permission. You may have to pay a separate charge fee for this service.

8.7 Collection and Delivery of Checked Baggage.

You must collect your Checked Baggage as soon as it is made available at your destination or Stopover. If you do not collect it immediately then you will be responsible for any loss or damage caused as a result. If your Checked Baggage is not claimed within three (3) months from the date it is made available, we may dispose of it without any liability to you. In either circumstance we may also charge you a storage fee. Only the person with the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.

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

8.8 Animals.

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

- You must make sure that the animal is properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents needed by countries of entry or transit failing which, it will not be accepted for carriage. There may be other conditions which are available on our website or on request.
- The animal, together with its container and food, will not be included in your free Baggage allowance. A handling fee will be applied at the current rate.
- If accepted, Guide or Assistance dogs accompanying Passengers with disabilities will be carried for a nominal charge. There may be other conditions which are available on our website or on request.
- Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.
- We will have no liability in respect of any animal which does not have all the necessary exit, entry, health and other documents with respect to its entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

ARTICLE 9. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

9.1 Schedules.

The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you, and they do not form part of your contract with us.

Before we accept your booking, we will tell you the scheduled flight time and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time after issuing your Ticket. If you provide us with contact information, we will try to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternative flight which is acceptable to you, you will be entitled to a refund.

9.2 Cancellation, Rerouting, Delays, Etc.

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

Except as otherwise provided by the Convention or any other applicable law including EU Regulation 261/2004, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or cease to operate a route, we may at our option, either:

- carry you at the earliest opportunity on another of our scheduled services on which space is available at no cost to you and, where necessary, extend the validity of your Ticket; or
- within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of travel at no cost to you. If the fare and charges for the revised route are lower than you have paid, we will refund the difference; or
- refund you the cost of your Ticket; or
- provide you with a return flight to the first point of departure at the earliest opportunity.

The remedies detailed above are the sole and exclusive remedies available to you and we will have no further liability to you.

9.3 Denied Boarding.

If we are unable to provide the previously confirmed space, we will compensate you in accordance with the law which shall include EU Regulation 261/2004 if it applies, or if more favourable to you, we will compensate you in line with our denied boarding compensation policy which is available on request.

9.4 Compensation claims.

- This Article 9.4 applies to claims for compensation under EU Regulation 261/2004 or applicable national law that incorporates EU Regulation 261/2004.
- You must submit any claim directly to us and allow 14 days or any timeframe set by law (whichever is the lesser) to respond directly before asking a third party to claim on your behalf. Claims must be submitted using the web form at <https://www.tui.co.uk/destinations/contact-us/flight-delays>.
- We will not process claims submitted by a third party if you have not submitted the claim directly to us first and allowed us time to respond.
- If you do not have capacity to submit the claim yourself then a legal guardian may submit a claim on your behalf. We may ask for proof that the legal guardian has authority to submit a claim on your behalf.
- If you are the lead passenger, you may submit a claim to us on behalf of other passengers on the same booking. We may ask for proof that you have the consent of the other passengers to submit a claim on their behalf.
- We will not process claims submitted by third parties, in any other circumstances, unless documentation is provided to us showing that the third party has authority to act on your behalf.

- You are not prevented from consulting legal or other third party advisers before submitting your claim to us.
- Payments will be sent by cheque directly to you. Please allow 14 days after we have informed you of our decision for the cheque to be received.

9.5 Diversions.

In the event that, for reasons beyond our control, we are unable to land at the airfield at your destination and need to divert to another airfield, unless the aircraft continues to its original destination, the carriage by air will be complete when the aircraft lands at the diversion airfield. We will however arrange alternative transport to carry you to your original destination as set out in your Ticket at no cost to you.

ARTICLE 10. REFUNDS

10.1 Tickets Non-Refundable.

Except as provided for below, all Tickets issued for flights operated by us are non-refundable. There are no refunds if any ticket holder misses or cancels their flight or if we exercise our right to refuse to carry under Article 7. Any governmental per passenger taxes and charges for unused flights, which may have been collected in respect of such flight are refundable upon request.

You may wish to take out appropriate insurance to cover instances where you must to cancel your flight, or where you are unable to make your flight due to circumstances beyond your control.

10.2 CBOs.

In the event that you have travel booked with us at the point a CBO is issued to you, then we will cancel these bookings and any monies paid will be refunded. You will not be entitled to compensation for this.

10.3 Involuntary Refunds.

If we cancel a flight, fail to operate a flight reasonably according to schedule, or cease to operate a route, we will refund you:

- if no portion of the Ticket has been used, an amount equal to the fare paid; or
- if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the fare for travel between the points for which the Ticket has been used.

In either case, except as provided for under any applicable law, this shall be the limit of our liability to you.

10.4 Currency.

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

ARTICLE 11. CONDUCT ONBOARD AIRCRAFT

11.1 General.

If, whilst onboard the aircraft, and in our exclusive opinion, you have:

- put the aircraft, or any person in it, in danger;
- deliberately interfered with the crew in carrying out their duties, howsoever caused;

- failed to obey the instructions of the crew relating to safety or security, or measures relating to the spread of contagious disease;
 - failed to obey the seatbelt or no-smoking signs;
 - committed a criminal offence under UK or National Airspace Aviation Law;
 - allowed your physical or mental state to become affected by drink or other substances;
 - failed to obey the crew's instructions relating to drink or other substances;
 - threatened, abused, or insulted the crew or other passengers;
 - behaved in a threatening, abusive, insulting, or disorderly way towards the crew or other passengers;
 - behaved in a way which causes discomfort, inconvenience, damage or injury to the crew or other passengers;
 - made any gesture, suggestion, or behaved in a lewd or sexually suggestive or abusive way; or
 - breached any of the terms & conditions of carriage detailed in Article 7,
- we shall take any measures we consider reasonable to prevent you from continuing your behaviour or actions, which shall include the following non-exhaustive list:
- your involuntary restraint;
 - refusing you onward carriage at any point;
 - issuing you with a CBO, banning you from being carried on the TUI Airways route network for a period;
 - issuing you with LCBO, banning you from being carried on the TUI Airways route network for life;
 - reporting the incident upon landing to the relevant authorities which may lead to your criminal prosecution.

If, as a direct result of your misconduct, the decision is made by the aircraft commander to divert the aircraft to an unscheduled destination with the intention of offloading you or your Baggage, you will be liable for any and all costs incurred by us as a direct result of carrying out such unscheduled landing.

11.2 Electronic Devices.

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, mobile phones, laptops, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Hearing aids and heart pacemakers are allowed. You're not allowed to use electronic cigarettes on the plane - this includes charging. They can be carried on as hand luggage only. You can't carry e-cigarettes within your hold luggage.

ARTICLE 12. ARRANGEMENTS FOR ADDITIONAL SERVICES

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

12.2 If we are also providing surface transport to you, other conditions may apply to such surface transport. Such conditions are available from us upon request.

ARTICLE 13. ADMINISTRATIVE FORMALITIES

13.1 General.

You are responsible for obtaining all necessary 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.

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

13.2 Travel Documents.

Before you 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 allow us to take and retain copies. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

13.3 Refusal of Entry.

If you are denied entry into any country, you will be responsible to pay any fine or charge we have to pay to the Government concerned and for the cost of transporting you from that country. We will not refund the fare collected for carriage to the point of refusal or denied entry.

13.4 Passenger responsible for Fines, Detention costs, Etc.

If we have to pay any fine or penalty or 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 necessary documents, you will reimburse us on demand, any amount we pay.

13.5 Customs Inspection.

If necessary, you will attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any Damage suffered by you in the course of such inspection or if you do not attend the inspection.

13.6 Security Inspection.

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

ARTICLE 14. LIABILITY FOR DAMAGE

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

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

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

14.4 We will be liable only for Damage occurring during carriage on flights. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only

as agent for the other carrier. For Checked Baggage, you may make a claim against the first or last carrier.

14.5 We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

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

14.7 Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage will be limited to SDR 17 per kilogram and in the case of Damage to Unchecked Baggage will be limited to SDR 332 per Passenger where the Warsaw Convention applies to your journey, or 1000 SDRs for Checked and Unchecked Baggage, subject to proven damage, where the Montreal Convention applies to your journey provided that in either case if in accordance with applicable law different limits of liability are applicable such different limits will apply. The current value of 1 SDR is approximately UK£0.80 but this rate of conversion may fluctuate. For the purposes of the Warsaw Convention, if the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage is equal to the applicable Baggage allowance for the class of carriage concerned. If in the case of Checked Baggage a higher value is declared in writing, our liability will be limited to such higher declared value.

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

14.9 We are not liable for any Damage caused by your Baggage. You will be responsible for any Damage caused by your Baggage to other persons or property, including our property.

14.10 We will have no liability whatsoever for Damage to articles not allowed in Checked Baggage, including fragile or perishable items, items having a special value money, jewellery, precious metals, computers, personal electronic devices, keys, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

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

14.12 These Conditions of Carriage apply to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons will not exceed the amount of our own liability, if any.

14.13 Nothing in these Conditions of Carriage will waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

14.14 Special Agreement.

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

- we will not avail ourselves of any defence under Article 20 of the Convention, or any similar defence existing under applicable law, with respect to that portion of the claim which does not exceed 100,000 SDRs; and
- we will without delay, and in any event not later than fifteen (15) Days after the identity of the natural person entitled to compensation has been established, make such advance payments to such person as necessary to meet immediate economic needs on a basis proportional to the hardship suffered (such amount not to be less than the equivalent of SDR 16.000 per passenger in the event of death). Any such advance payment will not constitute recognition of liability and may be offset against any subsequent sums paid by us, but is only returnable if the Damage was caused by, or contributed to by, the negligence of the Passenger or of the person who received the payment, or if the person to whom the payment was made was not the person entitled to compensation,

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

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

ARTICLE 15. TIME LIMITATION ON CLAIMS AND ACTIONS

15.1 Notice of Claims.

If you accept Baggage when we deliver it to you and you do not complain we will consider that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

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 the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage was available for collection. You must notify us in writing.

15.2 Limitation of Actions.

Any right to Damages will 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 will be determined by the law of the court where the case is heard.

Your claim for compensation must be brought within the applicable limitation period. For claims brought in England & Wales the limitation period is 6 years. To apply please complete the form on our website.

ARTICLE 16. OTHER CONDITIONS

16.1 Carriage of you and your Baggage is also provided in accordance with our Booking Conditions as well as certain other rules, regulations, conditions and/or policies (“Regulations”) applying to or adopted by us. These Regulations, as varied from time to time, are important. The Regulations concern, among other things; the carriage of hand luggage, sporting equipment, unaccompanied minors, pregnant women, sick Passengers or Passengers with reduced mobility, restrictions on use of electronic devices and items, the on-board consumption of alcoholic beverages, as well as deadlines for check-in and boarding.

16.2 Our Booking Conditions and the Regulations are incorporated by reference into and made part of these Conditions of Carriage.

ARTICLE 17. INTERPRETATION

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

ARTICLE 18. CHOICE OF LAW AND JURISDICTION

18.1 Unless otherwise provided by the Convention or any applicable law, regulations, orders or requirements the Conditions of Carriage and any carriage that we agree to provide to you (whether relating to yourself and/or your baggage) will be governed by the laws of England and any dispute between us concerning or arising out of such carriage in any way whatsoever will be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

These Conditions of Carriage are effective as of 16 March 2023.