

SUN-AIR of Scandinavia A/S

General conditions of carriage  
for passengers and baggage

Effective from 01JAN 2020

# Introduction

When you buy a ticket to travel on a flight, we operate, you enter into a contract of carriage with us.

The contract is governed by:

- the conditions in your ticket or itinerary and receipt
- any tariffs which apply
- Conditions of Carriage
- our regulations

SUN-AIR of Scandinavia A/S 2001, 2002, 2005, 2020

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**We, us, our** – SUN-AIR of Scandinavia A/S.

**You, your** - any person holding a **ticket** who is to be carried or is carried on an aircraft, except members of the crew, or, in relation to **ticket** refunds, the person who paid for the **ticket**. (See also the definition for **passenger**.)

**Agreed stopping places** - the places, except the place of departure and the place of destination, set out in **your ticket** or shown in **our** timetables as scheduled stopping places on **your** route.

**Airline designator code** - the two or three letters or the letter and number which identify particular **carriers**.

**Authorised agent** - a **passenger** sales agent who **we** have appointed to represent **us** in selling air transportation on **our** services.

**Baggage** - **your** personal property accompanying **you** on **your** flight. Unless **we** say otherwise, this consists of **your checked** and **unchecked baggage**.

**Baggage check** - the parts of **your ticket** which relate to carrying **your checked baggage**.

**Baggage identification tag** - a document **we** give **you** to identify each piece of **your checked baggage**.

**Carrier** - an air carrier.

**Checked baggage** - **baggage** which **we** have taken into **our** custody and for which **we** have issued a **baggage identification tag** or a **baggage check** or both. (**Checked baggage** travels in the hold of the aircraft.)

**Check-in deadline** - the time limit **we** have set by which **you** must have completed check-in and received **your** boarding pass.

**Conditions of carriage** - these **conditions of carriage** or another carrier's conditions of carriage as the case may be.

**Conjunction ticket** - a **ticket** **we** have issued to **you** in conjunction with another ticket which together make up a single contract of carriage.

**Connecting flight** - a subsequent flight providing onward travel on the same **ticket** or on a **conjunction ticket**.

**Consumer** - a person who has bought a **ticket** under a contract governed by the law of a member state of the European Union and plans to use it for travel outside the persons trade, business or profession.

**Convention** - whichever of the following apply.

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



- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975).
- The Guadalajara Supplementary Convention (1961).
- The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (referred to below as the Montreal Convention).

**Coupon** - a paper **flight coupon** or an **electronic coupon**, each of which entitles the **passenger** named on it to travel on the particular flight identified on it.

**Damage** - includes death of, wounding of, or bodily injury to a **passenger**. It also includes loss, partial loss, theft of, or other damage to **baggage** arising out of, or in connection with, either carriage on flights **we** operate or other services **we** provide.

**Days** - all seven **days** of the week. For the purpose of sending notices, **we** will not count the **day** on which notice is sent. For the purposes of deciding whether a **ticket** is valid, **we** will not count the **day** on which the **ticket** was issued, or the first flight began.

**Electronic coupon** - an electronic **flight coupon** for an **electronic ticket** held in **our** computer database.

**Electronic ticket** - an **itinerary and receipt**, **electronic coupons** and any boarding document **we** have issued to **you**.

**Events beyond your control** - unusual and unforeseeable circumstances which **you** cannot control and the consequences of which **you** could not have avoided even if **you** had taken all due care.

**Flight coupon** - the part of **your ticket** which has the words 'Good for Passage' printed on it. In the case of an **electronic ticket**, it means the **electronic coupon**. The **flight coupon** shows the places of departure and destination between which **you** are entitled to be carried.

**Involuntary fare refund** - a refund, under clause 10b, of the fare for **your ticket**.

**Itinerary and receipt** - a document or documents **we** or **our authorized agents'** issue on paper, by fax, by E- mail, or deliver electronically to **passengers** travelling with **electronic tickets**. It contains the **passenger's** name, flight information and a receipt.

**Passenger** - any person holding a **ticket** who is carried, or is to be carried, on an aircraft, except members of the operating crew. (See also the definition for **you, your**.)

**Passenger coupon** - the part of **your ticket** which is marked as such.

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

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

**Tariff** - the published fares, charges and related **conditions of carriage** of an airline which have been filed, where required, with the appropriate authorities.

**Ticket** - either a document called 'Passenger ticket and baggage check' or an **electronic ticket**, which **we** or **our authorised agents** have issued to **you**.

**Transfer passenger** – a **passenger** arriving at an airport for onward travel to final or another destination with a different aircraft, flight number and/or airline.

**Transit passenger** - a **passenger** arriving at an airport for onward travel to final or another destination with the same aircraft, flight number and/or airline

**Unchecked baggage** - **your baggage** other than **your checked baggage**. (You take **your unchecked baggage** with **you** on to the aircraft.)

**Validity period** - the period for which **your ticket** is valid for travel.

**Voluntary fare refund** - a refund, under clause 10c, of the fare for **your ticket**.

## **2 When these conditions apply**

### **2a) General**

Except where clause 2c says otherwise, these **conditions of carriage** will apply to all flights **we** operate under the \_\_\_ **airline designator code** and to any case, where **we** have a legal liability to **you** in relation to **your flight**.

### **2b) Code shares and franchises**

On some services **we** have arrangements with other airlines known as code shares. This means that, even if **you** have a reservation with **us** and hold a **ticket** showing **our** or the \_\_\_ **airline designator code** for the flight, another airline may operate the aircraft.

If either a code share or a franchise applies to **your flight**, **we** or **our authorised agents** will let **you** know if **we** or another airline will be operating the flight at the time **you** make a reservation.

### **2c) Differences between these conditions of carriage and tariffs and laws**

If these **conditions of carriage** are inconsistent with any tariffs or laws which apply to **your** contract of carriage with **us**, the **tariffs** or laws will apply.

### **2d) Differences between these conditions of carriage and our regulations**

If these **conditions of carriage** are inconsistent with **our** regulations, these **conditions of carriage** will apply.

### **2e) Validity of these conditions of carriage**

If one of these **conditions of carriage** is invalid, the other conditions will remain valid.

**3a) General**

**3a1)** We will only carry **you** if **you** are the **passenger** named in the **ticket**. We may ask **you** to prove that this is the case.

**3a2)** **You** cannot transfer **your ticket**. However, please read clauses 3e and 3f.

**3a3)** We sell some **tickets** at discounted fares which may be partly or completely non-refundable. **You** should choose the fare which best suits **your** needs and consider taking out insurance to cover instances where **you** might have to cancel **your ticket**.

**3a4)** **Your ticket** is **always our property** if it was issued by **us** or **our authorised agents**. If **your ticket** was issued by or on behalf of another airline, it is the property of the airline which issued it.

**3a5)** Except where **you** have an **electronic ticket**, **you** will not be entitled to be carried on a flight unless you have presented a valid **ticket** to **us** containing: -

- the **flight coupon** for that flight
- all other unused **flight coupons** and
- the **passenger coupon**

**You** will not be entitled to be carried on a flight if the **ticket you** have presented is spoiled, torn or damaged or if it has been altered or tampered with unless **we** or **our authorised agents** have made the alteration.

If **you** are travelling on an **electronic ticket**, **you** will not be entitled to be carried on a flight unless the **electronic ticket** was issued in **your** name and **you** can prove to **us** that **you** are the person named on it.

**3a6)** A **ticket** is a valuable document and **you** must make sure it is not lost or stolen.

**3b) Ticket validity period**

**3b1)** Unless it says differently on the **ticket**, in these **conditions of carriage**, or in any **tariffs** which apply, a **ticket** is valid for travel for:

- one year from the date it is issued or
- one year from the date **you** first travelled using the **ticket**, if **your first flight** took place within a year of the **ticket** being issued.

**3b2)** If **you** are prevented from travelling within the **validity period** of a **ticket** because **we** could not confirm **your** reservation at the time **you** asked for it, **we** will:

- extend the **validity period** of the **ticket** or
- give **you** a **voluntary fare refund**.

**3b3)** If, after beginning **your** journey:

- **you** become ill
- **your** illness prevents **you** from travelling on **your** next **flight** within the **validity period** of **your ticket**; and

- **you** want **us** to extend the **validity period** so that **you** can continue **your** journey;

**you** must give **us** a medical certificate. The certificate must:

- state the facts relating to **your** illness and
- confirm the date **you** will be fit to travel again ('**the recovery date**').

When **we** receive the certificate, **we** may decide to extend the **validity period** until either:

- the **recovery date**, as long as there is a seat available on the relevant flight in the class of service for which **you** have paid the fare or
- if not, the first date after the **recovery date** when a seat will be available.

If the **flight coupons** left on **your ticket** involve one or more **stopovers**, **we** may decide to extend the **validity period** up to a maximum of three months from the **recovery date**. If other members of **your** immediate family were travelling with **you** when you fell ill, **we** will extend the **validity period** of their **tickets** for a similar period.

**3b4) If:**

- a **passenger** dies during their journey and
- other **passengers** are travelling in the same party as the deceased **we**

may decide to do either, or both, of the following:

- We will not enforce any minimum stay conditions which apply to the **tickets** of members of the party.
- We will extend the **validity period** of their **tickets**.

**3b5) If:**

- **you** have begun **your** journey
- a member of **your** immediate family dies and
- **you** have supplied **us** with a copy of the death certificate,

**we** may decide to change **your tickets** and those of **your** immediate family travelling with **you** by doing either, or both, of the following.

- We will not enforce any minimum stay condition relating to the **tickets**.
- We will extend the **validity period** of the **tickets**.

**We** will not extend the **validity period** of the **tickets** for more than 45 **days** after the date of death.

### **3c) Using flight coupons in the right sequence and changes in itinerary**

**3c1) Your ticket** is valid only for the transportation shown on it from the place of departure through any agreed stopping places to the final place of destination. The fare **you** have paid is based on our tariff for the transportation shown on **your ticket** and forms part of **your** contract with **us**.

**3c2)** Save for the circumstances described in clause 3c4) below, **your ticket** is no longer valid if **you** do not use all the coupons in the sequence provided in the **ticket**. Where **you** change **your** travel without our agreement and the price for the resulting transportation **you** intend to undertake is greater than the price originally paid, you **will** be requested to pay the difference in price. Failure to pay the price applicable to **your** revised transportation will result in refusal of carriage.

**3c3)** If **you** want to change all or part of **your** transportation, **you** must contact **us** beforehand. **We** will work out the revised fare for your changed transportation. You will have the option of either accepting the revised fare or maintaining **your** original transportation.

**3c4)** If **you** need to change any aspect of **your** transportation because of **events beyond your control**, **you** must contact **us** as soon as possible. **We** will use reasonable efforts to transport **you** to **your** next **stopover** or final destination, without re-calculating the fare.

**3c5)** If **you** change **your** transportation without **our** agreement, **your** unused **flight coupons** will not be valid for travel and will have no value and **we** will not carry **you** until:

- **we** or **our authorised agents** have re-calculated the revised fare for **your** actual transportation and
- **you** have paid the difference (if any) between the fare **you** have already paid and the revised fare which applies to **your** changed transportation.

If the revised fare is lower than the fare **you** have already paid, **we** or **our authorised agents** will refund you the difference.

**3c6)** While some changes to **your** transportation will not result in a change of fare, others, such as changing the place of departure (for example, because **you** have not used the first **flight coupon** in **your ticket** or **you** have reversed the direction of **your** travel) may result in a fare increase. Many fares are valid only for travel on the dates and for the flights shown on the **ticket**. **You** may not be able to change these at all or only if you pay us an extra fee to do so.

**3c7)** **We** will accept each **flight coupon** in **your ticket** for transportation in the class of service on the date and flight for which **you** have a reservation unless **you** fail to meet the check-in and boarding requirements in clause 6 or **we** have to deny you boarding because of overbooking or **we** exercise **our** right to refuse to carry **you** under clause 5d3 or 7.

**3c8)** If **we** issue a **ticket** without a reservation being specified on it, **you** may make a reservation later but whether **you** will be able to do so will depend on **our tariff** and whether a seat is available on **your** chosen **flight**.

**3c9)** If **you** cancel a booking before the **check-in deadline** for **your** flight, **we** will not cancel **your** return or onward reservations.

**3c10)** If **you** fail to cancel a booking before the **check-in deadline** for **your** flight and do not show up for the flight, **we** may decide to cancel **your** return or onward reservations.

### **3d) Replacement tickets**

If **you** ask, we will replace **your ticket** with a new **ticket** if:

- **you** have lost **your ticket** or part of it
- **your ticket** is spoiled, torn, damaged or has been altered or tampered with
- **you** do not have **your ticket** with **you** and so cannot present it to **us** or

- one or more unused **flight coupons** or the **passenger coupon** (or both) are missing from **your ticket**.

**We** will only do this if:

- **we** or **our authorised agents** issued the original **ticket**
- **you** sign an agreement to repay us any costs and losses, up to the value of the original **ticket**, which **we** or another airline would suffer as a result of the **ticket** being misused and
- **you** prove that **you** had a valid **ticket**.

**We** will not claim from **you** any losses which result from our **own** negligence.

**We** may charge a reasonable administration fee for issuing a new **ticket**, unless the loss or damage was caused by **us** or **our authorised agents**.

If:

- **you** cannot prove that **you** had a valid **ticket** or
- **you** do not sign an agreement.

**We** may ask **you** to pay up to the full **ticket** price for a replacement **ticket**. **We** will give **you** a refund if and when **we** are satisfied that the original **ticket** has not been used before its **validity period** ran out.

If **you** find the original **ticket** before its **validity period** runs out and give it to **us**, **we** will give **you** a refund at that time.

If **we** or **our authorised agents** did not issue **your ticket**, **you** must apply for a refund from the airline which issued it.

### **3e) Your rights if you are prevented from travelling by events beyond your control**

If:

- you are a consumer.
- you have been prevented from travelling by events beyond your control and
- all or part of the fare for your ticket is non-refundable.

we will give you a credit for the non-refundable part of the fare. We will do this if you:

- have a completely unused ticket
- have told us promptly about the events beyond your control and
- have given us evidence of these events.

The credit can be used for future travel on us by you or any person you choose. We may take a reasonable fee from the credit to cover our administration costs.

### **3f) Your right to transfer your booking to another passenger where the Package Travel, Package Holidays and Package Tour Regulations apply.**

We or our authorised agents will, if you ask, issue a new ticket to somebody else to replace your ticket if:

- your ticket has been issued as part of a package to which The Package Travel, Package Holidays and Package Tours legislation nr 1666 from 26/12/2017 apply
- you want to transfer your booking under regulation chapter 4 of the Regulations
- you prove to us or our authorised agents that you have satisfied the requirements of chapter 4 and are entitled to transfer the booking
- you give us or our authorised agents reasonable notice of your intention to transfer the booking before your date of departure
- you give us or our authorised agents the full name, address and contact number of the person to whom you want the new ticket to be issued
- you deliver your ticket to us or our authorised agents and
- you pay us or our authorised agents a reasonable administration fee for issuing the new ticket.

### **3g) Our name and address on tickets**

Our name may be abbreviated to our airline designator code on the ticket. Our address is Cumulusvej 10, DK -7190 Billund, Denmark. Please also see our website [www.sunair.dk](http://www.sunair.dk) for more details of how to contact us.

## **4 Fares, carrier imposed charges and surcharges, and taxes, fees, charges and currency**

### **4a) Fares, carrier imposed charges and surcharges**

4a1) Your fare covers transporting you from the airport at the place of departure to the airport at the place of destination, unless we say otherwise.

4a2) Your fare does not include ground transport between one airport and another or between an airport and the town terminal

4a3) We or our authorised agents will work out the fare for your ticket which applies under our tariff on the date you pay for it. The fare will be for travel on the specific dates and itinerary shown on your ticket.

4a4) If you want to change either your itinerary or your dates of travel, this may increase the fare.

4a5) Carrier imposed charges and/or surcharges may be added to your fare as part of the published total amount payable for your transportation.

### **4b) Taxes, fees and charges**

4b1) You must pay any taxes, fees and charges imposed on us or on you by governments or other authorities, or by operators of airports.

4b2) When you buy your ticket, we will tell you about any:

- carrier imposed charges, and surcharges
- taxes, fees and charges

4b3) Taxes, fees and charges change constantly and can be imposed or altered after the date we have issued your ticket. If they change or if a new tax, fee or charge is imposed after we have issued your ticket, you will have to pay us any increase. Similarly, if any taxes, fees and charges you pay to us in respect of your transportation when we issue the ticket are then abolished or reduced, you will be entitled to claim a refund from us. If you are a resident of, and your flight departs from, the Federal Republic of Germany, any increase in taxes, fees or charges will not be applied in the period of 4 months from the date of purchase of the ticket.

4b4) If you do not use your ticket, you will be entitled to claim a refund of any taxes, fees and charges which you paid, less a reasonable service charge.

#### 4c) Currency

You must pay the fare, carrier imposed charges and surcharges, and any taxes, fees and charges in the currency of the country in which the ticket is issued, unless we or our authorised agents say you must use another currency at or before the time you pay. We may decide to accept payment in another currency.

## **5 Reservations**

### **5a General**

5a1) We will record your reservation in our computer system. If you ask, we or our authorised agents will send you confirmation of your reservation to the email address that was provided to us at the time that the booking was made.

5a2) Some fares have conditions attached to them which limit or exclude your right to change or cancel reservations.

5a3) We or our authorised agents may charge additional carrier or agency fees for issuing or changing your ticket or providing other reservation services.

### **5b Time limits for payment of the fare**

If you have not paid for your ticket by deadline, we or our authorised agents have set, we may decide to cancel your reservation.

### **5c Personal information**

5c1) We may use the personal information that you provide, and we collect, including information about how your purchase history and how you use our services and facilities ('your personal information'), for the purposes of:

- making a reservation and issuing a ticket
- providing you with your transportation and any related services and facilities
- accounting, billing and auditing
- verifying and screening credit or other payment cards
- immigration and customs control
- safety, security, health, administrative and legal purposes
- statistical analysis
- marketing analysis
- operating frequent flyer programmes



- systems testing, maintenance and development
- customer relations
- helping us in any future dealings with you and
- direct marketing and market research (which we will only do at your request or with your consent or if we give you the opportunity to opt out).

5c2) For these purposes we may release your personal information to:

- carriers and other companies involved in providing your transportation or related services and facilities
- data processors
- our agents
- government and enforcement agencies and
- credit and other payment card companies and screening companies.

This may involve sending your personal information outside the European Economic Area.

#### **5d) Passengers with special needs and/or requiring advance arrangements**

5d1) For passengers with a disability refer to clause 18.

5d2) If you are not a passenger with a disability but you ask us or our authorised agents at the time of booking to provide any special assistance, we will make reasonable efforts to meet your request. Passengers with special needs must inform us or our authorised agents at the time of booking.

5d3) We may decide not to carry:

- Expectant mothers or
- passengers who are ill.
- unaccompanied minors
- obese persons (due to entry and seat limitations of aircraft)

if arrangements to carry them have not been made before check in.

5d4) We do our best to comply with special meal requests, but we cannot guarantee special meals. We are not liable for missing special meals.

#### **5e) Seating**

5e1) We will try to honour advance seating requests.

5e2) We cannot guarantee that you will be able to sit in any particular seat

5e3) We can change your seat at any time, even after you have boarded the aircraft, as we may need to do this for operational, safety or security reasons.

#### **5f) Reconfirming reservations**

5f1) You may have to reconfirm onward or return reservations within certain time limits. We will tell you if you need to reconfirm and how and where you should do this.

5f2) If you fail to reconfirm, we may decide to cancel your onward or return reservations.

5f3) If you fail to reconfirm but let us know that you still want to travel and there is space on the flight, we will reinstate your reservations and carry you. If there is no space on the flight, we will use reasonable efforts to carry you to your next or final destination on a later flight.

5f4) You should check the reconfirmation requirements of any other carriers involved in your journey and where necessary, reconfirm with the carrier whose airline designator code appears on the ticket for the flight in question.

## **6 Check-in and boarding**

### **6a) Check-in deadlines**

Check-in deadlines vary and your journey will be smoother if you allow plenty of time to check in. Please find out the check-in deadlines for your flights before you travel and keep to them. We may also tell you a time by which you must present yourself for check-in.

In the event of a delay below 6 hours, the check-in deadline for scheduled departure time apply. Only changed check-in notification sent to you by us shall be regarded as official.

### **6b) The check-in deadline for your first flight**

We or our authorised agents will tell you the check-in deadline for your first flight with us. Check-in deadlines for all our flights operated under the \_\_ airline designator code are set out in our website [www.\\_\\_.com](http://www.__.com) and you can also ask us or our authorised agents for details at any time.

### **6c) You must check in by the check-in deadline**

If you do not complete the check-in process by the check-in deadline, we may decide to cancel your reservation and not carry you. By completing the check-in process, we mean that you have received your boarding pass for your flight.

### **6d) You must arrive at the boarding gate on time**

You must be present at the boarding gate not later than the time we give you when you check in. We may decide not to carry you if you fail to arrive at the boarding gate on time.

### **6e) We are not liable if you fail to meet deadlines**

We will not be liable to you for any loss or expense you suffer if you fail to meet check-in deadlines, fail to present yourself for check-in on time (if we tell you a time) or fail to be at the boarding gate on time.

## **7 Our right to refuse to carry you or to ban you from travel**

### **7a) Our right to refuse to carry you**

We may decide to refuse to carry you or your baggage if one or more of the following has happened or we reasonably believe may happen.

**7a1)** If carrying you or your baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.

**7a2)** If carrying you or your baggage may affect the comfort of any person in the aircraft.

- 7a3)** If you are drunk or under the influence of drink or drugs.
- 7a4)** If you are, or we reasonably believe you are, in unlawful possession of drugs.
- 7a5)** If you have ever been caught smoking, attempting to smoke and/or tampering with a smoke detector on a previous flight by a member of our crew.
- 7a6)** If your mental or physical state or health is a danger or risk to you, the aircraft or any person in it.
- 7a7)** If you have refused to allow a security check to be carried out on you or your baggage.
- 7a8)** If you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security.
- 7a9)** If you have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of the crew of the aircraft.
- 7a10)** If you have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft.
- 7a11)** If you have deliberately interfered with a member of the crew of the aircraft carrying out their duties.
- 7a12)** If you have put the safety of either the aircraft or any person in it in danger.
- 7a13)** If you have made a hoax bomb or other security threat.
- 7a14)** If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft.
- 7a15)** If you have not, or do not appear to have, valid travel documents.
- 7a16)** If you try to enter a country for which your travel documents are not valid.
- 7a17)** 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, even if you have, or appear to have, valid travel documents.
- 7a18)** If you destroy your travel documents during the flight.
- 7a19)** If you have refused to allow us to photocopy your travel documents.
- 7a20)** If you have refused to give your travel documents to a member of the crew of the aircraft, when we have asked you to do so.
- 7a21)** If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger.
- 7a22)** If carrying you would break government laws, regulations, or orders.
- 7a23)** 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.
- 7a24)** If you have not presented a valid ticket.
- 7a25)** 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.

- 7a26)** If you have presented a ticket acquired illegally.
- 7a27)** If you have presented a ticket which you did not buy from us or our authorised agents.
- 7a28)** If you have presented a ticket which was not issued by us or our authorised agents.
- 7a29)** If you have presented a ticket which has been reported as being lost or stolen.
- 7a30)** If you have presented a counterfeit ticket.
- 7a31)** If you have presented a ticket with an alteration made neither by us nor our authorised agents.
- 7a32)** If you have presented a spoiled, torn or damaged ticket or a ticket which has been tampered with.
- 7a33)** If you cannot prove you are the person named in the ticket.
- 7a34)** If you have changed your transportation without our agreement as set out in clause 3c.
- 7a35)** If you have failed to present your ticket or your boarding pass or your travel documents to us when reasonably asked to do so.
- 7a36)** If you have failed to complete the check-in process by the check-in deadline.
- 7a37)** If you have failed to arrive at the boarding gate on time.
- 7a38)** If you have refused or failed to undergo health screening or a health examination requested by us or by a government or enforcement agency.
- 7a39)** If you have behaved in a way mentioned above on or in connection with a previous flight and we believe you may repeat this behavior.
- 7a40)** If you have failed to inform us or our authorised agents about any special needs or considerations that will have influence on yours and other passenger's safety and comfort onboard.

**7b) Our right to refuse to carry you when we have banned you from our route network**

- 7b1)** Separately, and in addition to our right to refuse to carry you under any of the provisions of 7a), **We** will be entitled to refuse to carry **you** or **your baggage** if **we** have given **you** a banning notice.
- 7b2)** By a banning notice **we** mean a written notice **we** have given to **you** informing **you** that **you** are banned from being carried on **our** route network. (This means **you** are banned from travelling on all flights we operate.) This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask **you** not to buy a **ticket** or ask or allow anyone to do so for **you**.
- 7b3)** If **you** try to travel while a banning notice is in force, **we** will refuse to carry **you** and **your** only recourse will be receipt of an involuntary fare refund. **You** will not be entitled to any compensatory or other damages.

**8                      Baggage**

**8a) Your free baggage allowance**

We will carry some of your baggage free of charge. Your free baggage allowance will be shown on your ticket, or in the case of an electronic ticket, on your itinerary and receipt and will depend on our baggage regulations applying at the time of your flight. If you are in doubt, please ask us or our authorised agents for details of your free baggage allowance and our baggage regulations.

## 8b) Excess baggage

You will have to pay a charge for the carriage of baggage over your free baggage allowance. Please ask us or our authorised agents for details of our excess baggage rates.

## 8c) Items you must not carry in baggage

You must not carry the following in your baggage (whether as checked baggage or unchecked baggage):

- Items you are forbidden from carrying by law.
- Items you are forbidden from carrying by our regulations.
- Items likely to put the aircraft or people or property on board the aircraft in danger. These include the items shown 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'.
- Items which we reasonably consider unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or character. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used.

If we discover that you are carrying forbidden items, we will refuse to carry them. Please ask us or our authorised agents for information about forbidden items if you need it.

## 8d) Firearms

**8d1)** On some of **our** services we do not carry firearms and ammunition. On services where **we** do carry firearms and ammunition, **we** may charge a handling fee for accepting firearms and ammunition or **we** may exclude firearms and ammunition from **your** free baggage **allowance** in which case **you** will have to pay an excess **baggage** charge.

**8d2)** If **you** want **us** to carry firearms and ammunition, other than sporting guns or ammunition, **you** must get **our** permission before **you** check in. If **you** do not, we may decide not to carry them.

**8d3)** If **you** are travelling on a service where **we** carry firearms and **you** want **us** to carry sporting guns or ammunition, **you** must let us know before **you** check in. If **you** do not, **we** may decide not to carry them.

**8d4)** All firearms and ammunition must be carried as **checked baggage** and we will not allow **you** to take them into the aircraft cabin.

**8d5)** All firearms carried as **checked baggage** must be unloaded, have the safety catch on and be suitably packed.

**8d6)** Carrying firearms and ammunition is covered by the ICAO Technical Instruction and IATA Regulations referred to above.

**8d7)** **You** must make sure that **you** have all the documents **you** need for firearms and ammunition. If **you** do not, **we** may decide not to carry them.

## 8e) Dangerous items you must not take with you on to the plane

**8e1) You** must not take any item into the aircraft cabin if **we** tell **you** that **we** reasonably believe that its presence there would affect the safety and security of the aircraft or any person in it. **You** must not take any item into the aircraft cabin which **you** are forbidden from taking into the aircraft cabin by law.

**8e2) You** must not take antique, toy or replica guns or weapons into the aircraft cabin.

**8e3) You** must not take swords, knives, archery bows, arrows or similar weapons into the aircraft cabin.

**8e4) We** may either tell **you** to check in items referred to in clauses 8e1, 8e2 and 8e3 as **checked baggage** or refuse to carry them altogether.

**8f) Fragile or perishable items must not be packed in baggage checked into the hold**

**You** must not include in **your checked baggage** fragile or perishable items or items of special value such as:

- money
- jewellery
- precious metals
- computers
- personal electronic devices
- share certificates, bonds and other valuable documents
- business documents or
- passports and other identification documents.

**8g) Our right to refuse to carry checked baggage not properly and securely packed**

**8g1) We** will refuse to carry **checked baggage** if **we** reasonably believe that it is not properly and securely packed in suitable containers.

**8h) Our right to search, screen and x-ray you and your baggage**

**8h1)** For reasons of safety and security **we** or our agents may ask to search and screen **you** and search, screen or x-ray **your baggage**. We will always try to search, screen or x-ray **your baggage** when **you** are present. However, if **you** are not available, **we** may search **your baggage** in **your** absence.

If **you** do not allow **us** to carry out the necessary safety and security searches, screening and x-rays, **we** will refuse to carry **you** and **your baggage**.

**8h2)** If a search or screening causes **damage** to **you**, or a search, screening or x-ray causes **damage** to **your baggage**, **we** will not be liable for the **damage** unless it was caused by **our** negligence or fault.

**8i) Checked baggage (baggage checked into the hold)**

**8i1) You** must put **your** name on each item of checked baggage.

**8i2)** When **you** check in **your checked baggage**, **we** will give **you** a **baggage identification tag** for each piece.

**8i3)** We will carry **your checked baggage**, whenever possible, on the same aircraft as **you**, unless we decide for safety, security or operational reasons to carry it on another flight. If **we** carry **your checked baggage** on another flight, **we** will deliver it to **you**, unless the law says **you** must be present for customs clearance.

#### **8j) Unchecked baggage (baggage you carry on to the plane)**

**8j1)** We set maximum dimensions and weights for unchecked baggage, which must also:

- fit under the seat in front of **you**, or
- fit in an enclosed storage compartment in the cabin of the aircraft.

**8j2)** If:

- **your unchecked baggage** is larger than the maximum dimensions or weights or
- does not fit under the seat in front of **you** or in an enclosed storage compartment or
- **we** decide it is not safe,

**you** must check it in as checked baggage or accept that the baggage is transported in the hold during the flight under same provisions as under 8f

**8j3)** If **you** have an item of **baggage** (such as a musical instrument) larger or heavier than the maximum dimensions and weight for **unchecked baggage** but unsuitable to be carried as **checked baggage**, we will carry it in the aircraft cabin if:

- **you** told **us** before **you** checked in that **you** wanted to take it into the aircraft cabin
- **we** agreed with **you** before **you** checked in to carry it in the aircraft cabin and
- **you** have paid **us** any extra charge that applies for this service.

Please ask **us** or **our authorised agents** for details of our charges.

#### **8k) Collecting and delivering baggage checked into the hold**

**8k1)** Unless clause 8i3 applies, **you** must collect **your checked baggage** as soon as **we** have made it available at **your** place of destination or **stopover**. If **you** do not collect it within a reasonable time, **we** may charge you a storage fee. If **you** do not claim **your checked baggage** within three months from the date **we** make it available, **we** may dispose of it without any liability to **you**.

**8k2)** Only the person with the **baggage identification tag** and if one has been issued, the **baggage check**, can claim a piece of **checked baggage**.

**8k3)** If a person claiming a piece of **checked baggage** cannot produce the **baggage identification tag** and if one has been issued, the **baggage check**, **we** will deliver the **baggage** to them only if they can prove to **us** that the **baggage** is theirs.

#### **8l) Animals**

On some services **we** do not carry animals. If **we** agree to carry **your** animals, **we** will carry them subject to the following conditions.

**811)** On domestic flights the following will apply:

- Only assistance dogs accompanying **passengers** with a disability can be taken into the aircraft cabin.
- Assistance dogs will be carried free save that **we** may make a charge if an adjacent seat must be withdrawn from use to accommodate a **passenger** with a disability and accompanying assistance dog.
- **We** will carry domestic pet animals as **checked baggage** or as cargo, according to **our** policy at the relevant time.
- All other animals must be carried as cargo.

**812)** On international flights (by which **we** mean all **flights** other than domestic flights) the following will apply:

- Assistance dogs accompanying **passengers** with a disability can be taken into the aircraft cabin if applicable laws permit it and if the necessary arrangements are in place at the relevant airports.
- Assistance dogs accompanying **passengers** with a disability will be carried free save that **we** may make a charge if an adjacent seat has to be withdrawn from use to accommodate a **passenger** with a disability and an accompanying assistance dog.
- Pets can be allowed on our flights and must be booked at the same time as the passenger ticket.
- Pets will be carried in the cabin, according to our policy at the relevant time.
- We will only carry animals if it would be legal for them to arrive at **your** place of destination or transit point.

**813)** On all flights (by which **we** mean both domestic and international) the following will apply:

- **You** must present to **us** all health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for the animals. If **you** fail to do this, **we** may decide not to carry the animals.
- Unless carrying the animals is covered by the liability rules of the **convention**, **we** will not be responsible for their loss, sickness, injury or death unless **we** have been negligent.
- **We** are not liable to **you** for any loss **you** suffer because **you** do not have the health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for **your** animals. **You** must repay to **us** any fines, costs, charges, losses or liabilities **we** have paid or suffered because **you** did not have these documents.
- From time to time **we** adopt regulations for carrying animals. Please ask **us** or **our authorised agents** for a copy.

## **9 Schedules, remedies for delays and cancellations and denied boarding compensation**

### **9a) Schedules**

**9a1)** The flight times shown in **our** timetables may change between the date of publication and the date of **your** travel. **We** do not guarantee these flight times to **you** and they do not form part of **your** contract of carriage with us.

**9a2)** Before **we** accept your booking, **we** or **our authorised agents** will tell you the scheduled departure time of **your flight** and it will be shown on **your ticket** or **itinerary and receipt**. **We** may need to change the scheduled departure time of **your flight** after **your ticket** has been sent to **you** or to change the scheduled departure terminal for **your flight**. If **you** give **us** or **our authorised agents** contact information, **we** or they will try to let **you** know about any changes. Only change notifications published and sent to **you** by **us** or an authorized agent, shall be regarded and validated as official.



**9a3)** If, after **you** buy **your** ticket:

- **we** make a significant change to the scheduled departure time of **your flight**;
- **you** find this change unacceptable; and
- **we** or **our authorised agents** cannot book **you** on another flight which **you** are prepared to accept;

**we** will give **you** an **involuntary fare refund**.

## **9b) Remedies for delays and cancellations**

**9b1)** **We** will take all reasonable measures necessary to avoid delay in carrying **you** and **your baggage**.

**9b2)** These measures may, in exceptional circumstances and if necessary, to prevent a flight being cancelled, include arranging for a flight to be operated:

- by another aircraft
- by another airline or
- by both.

**9b3)** If **we**:

- cancel a flight;
- delay a flight by three hours or more;
- fail to stop at **your** place of **stopover** or destination; or
- cause **you** to miss a **connecting flight** on which **you** hold a confirmed reservation;

**you** can choose one of the three remedies set out immediately below.

### **Remedy 1**

**We** will carry **you** as soon as **we** can to the destination shown on **your ticket** on another of **our** scheduled services on which a seat is available in the class of service for which **you** have paid the fare. If **we** do this, **we** will not charge **you** extra and where necessary, will extend the **validity period** of **your ticket**.

### **Remedy 2**

**We** will carry **you** to the destination shown on **your ticket** in the class of service for which **you** have paid the fare at a later date at your convenience and within the **validity period** of **your ticket** on another of **our** scheduled services on which a seat is available. If **we** do this, **we** will not charge **you** extra.

### **Remedy 3**

**We** will give or obtain for **you** an **involuntary fare refund**.

**We** will give **you** additional assistance, such as compensation, refreshments and other care and reimbursement, if required to do so by any law which may apply. **We** will have no further liability to **you**.

## **9c) Denied boarding compensation**

If **you** are denied boarding against **your** will on a flight for which **you** have both a valid **ticket** and a confirmed reservation, **we** will pay **you** compensation and provide refreshments and other care as required by any law which may apply. This will not apply if **you** fail to meet the check-in and boarding requirements in clause 6 or **we** exercise **our** right to refuse to carry **you** under clause 5d3 or 7.

## **10 Refunds**

### **10a) General**

**10a1)** We will refund the fare and carrier-imposed charges and surcharges for **your ticket**, or any unused part of it and any taxes, fees and charges, as set out in the fare rules and conditions applicable to your booking.

**10a2)** Unless **we** say otherwise, **we** will only make a refund to the person who paid for the **ticket**.

**10a3)** **You** must, if **you** want a refund, prove to **us** that **you** are the person who paid for the **ticket**.

**10a4)** Unless **you** are applying for a refund on a lost **ticket**, **we** will only make the refund if **you** first give **us** the **ticket** and all unused **flight coupons**.

### **10b) Involuntary fare refunds**

**10b1)** We will pay fare refunds as set out below if **we**:

- cancel a flight
- make a significant change to a flight time which is not acceptable to **you**
- delay a flight by three hours or more
- fail to stop at **your** place of destination or stopover
- cause **you** to miss a **connecting flight** on which **you** held a confirmed reservation or
- refuse to carry **you** because a banning notice is in force against **you** or for some other reason pursuant to these conditions where reference is made to this clause.

**10b2)** If **you** have not used any part of the **ticket**, the refund will be equal to the fare and any carrier-imposed charges and surcharges, and taxes, fees and charges **you** have paid.

**10b3)** If **you** have used part of the **ticket**, the refund will be equal to at least the difference between the fare and any carrier imposed charges and surcharge and taxes, fees and charges **you** have paid and the correct fare and carrier imposed charges and surcharges, and taxes, fees and charges for travel between the points for which **you** have used **your ticket**.

### **10c) Voluntary fare refunds**

**10c1)** If **you** are entitled to a refund of the fare for **your ticket** for reasons other than those set out in clause 10b, the refund will be as follows.

**10c2)** If **you** have not used any part of the **ticket**, the refund will be equal to the fare and any carrier imposed charges and surcharges, and taxes, fees and charges **you** have paid, less any cancellation and reasonable service charge.

**10c3)** If **you** have used part of the **ticket**, the refund will be equal to the difference between the fare and any carrier imposed charges and surcharges, and taxes, fees and charges **you** have paid and the correct fare, and any carrier imposed charges and surcharges, and taxes, fees and charges for travel between the points for which **you** have used the ticket, less any cancellation and reasonable service charge.

### **10d) Refund on a lost ticket**

**10d1)** If **you** lose **your ticket** or part of it, **we** will, if **you** give us satisfactory proof of the loss and pay a reasonable administration fee, give **you** a refund as soon as possible after the **validity period** of

the **ticket** expires. **we** will only do this if:

- the lost **ticket**, or part of it, has not been used, previously refunded or replaced (unless the use, refund or replacement by or to someone else resulted from **our** own negligence) and
- the person to whom the refund is made agrees to repay **us** the amount **we** refund if **we** later discover fraud.

This will not apply if any fraud or use by someone else resulted from our negligence.

**10d2)** If **we** or **our authorised agents** lose the **ticket** or part of it, **we** will be responsible for any loss.

#### **10e) Our right to refuse a fare refund**

**10e1)** **We** may decide to refuse to give **you** a refund if **you** apply for it after the end of the **ticket validity period**.

**10e2)** **We** may decide to refuse to give **you** a refund if, when **you** arrived in a country, **you** presented **your ticket** to us or to government officials as evidence of **your** intention to leave that country, unless **you** can prove to us that:

- **you** have permission to stay in the country or
- **you** will be leaving the country on another airline or on another form of transport.

#### **10f) Currency**

**We** will pay **you** a refund in the same way and in the same currency that **you** used to pay for the **ticket**, unless **we** agree otherwise. For example, if **you** paid in US dollars by credit card, **we** will make a refund in US dollars to **your** credit card account.

#### **10g) Voluntary fare refunds are made only by the carrier who issued the ticket**

**We** will only give **you** a **voluntary fare refund** if **we** or **our authorised agents** issued the **ticket** and **we** or they have authorised the refund.

### **11 Behaviour on the aircraft**

#### **11a) Unacceptable behaviour**

If, while **you** are on board the aircraft, **we** reasonably believe that **you** have:

- put the aircraft, or any person in it, in danger
- deliberately interfered with the crew in carrying out their duties
- failed to obey the instructions of the crew relating to safety or security
- failed to obey the seat-belt or no-smoking signs
- committed a criminal offence
- allowed **your** physical or mental state to become affected by drink or drugs
- failed to obey the crew's instructions relating to drink or drugs
- made a hoax bomb or other security threat
- threatened, abused or insulted the crew or other **passengers**
- behaved in a threatening, abusive, insulting or disorderly way towards the crew or other **passengers** or
- behaved in a way which causes discomfort, inconvenience, **damage** or injury to the crew or other **passengers**

**we** may take any measures **we** think reasonable to prevent **you** continuing **your** behaviour. When the aircraft lands, **we** may decide to:

- make **you** leave the aircraft
- refuse to carry **you** on the remaining sectors of the journey shown on **your** ticket and
- report the incident on board the aircraft to the relevant authorities with a view to them prosecuting **you** for any criminal offences **you** might have committed.

#### **11b) Diversion costs caused by unacceptable behaviour**

If, as a result of your behaviour, **we** divert the aircraft to an unscheduled place of destination and make **you** leave the aircraft, **you** must pay us the reasonable and proper costs of the diversion.

#### **11c) Using electronic devices on board the aircraft**

For safety reasons, **we** may decide not to allow **you** to use electronic devices when **you** are on board the aircraft, including:

- mobile phones
- laptop computers
- personal recorders
- personal radios
- MP3, cassette and CD players
- electronic games or
- transmitting devices (for example, radio-controlled toys and walkie-talkies).

**You** must not use these items when **we** have told **you** that they are not allowed.

**We** will allow **you** to use hearing aids and heart pacemakers.

### **12 Services provided by other companies**

#### **12a) If we:**

- arrange for another company (such as a tour operator, a train company, a ferry or a hotel) to provide land or sea transport or other services for **you** or
- issue **you** with a **ticket** or voucher relating to land or sea transport or other services

**we** are only acting as **your** agent in making the arrangements or issuing the **ticket**. The terms and conditions of the company providing those services will apply.

**12b) If we** are also providing land or sea transport for **you**, specific conditions (not these **conditions of carriage**) will apply to that transport. Please ask **us** or **our authorised agents** for a copy of these specific conditions.

### **13 Travel documents, entry requirements, customs inspection and security screening**

#### **13a) General**

##### **13a1) You (not us) must:**

- check the relevant entry requirements for any country **you** are visiting and
- present to **us** all passports, visas, health certificates and other travel documents needed for **your** journey.

**13a2) You must obey all laws, regulations and orders of any countries you fly from, enter or travel through or in which you are a transit passenger.**

**13a3) We will not be liable to you if:**

- **you** do not have all necessary passports, visas, health certificates and other travel documents
- **your** passport, visa, health certificates or other travel documents are invalid or out of date or
- **you** have not obeyed all relevant laws.

**13b) You must present to us valid passports, visas, health certificates and other travel documents**

Before **you** travel, **you** must present to us all passports, visas, health certificates and other travel documents **you** need for **your** journey. If **we** ask, **you** must:

- allow **us** to take and keep copies of them and
- deposit **your** passport or equivalent travel document with a member of the crew of the aircraft for safe custody until the end of the flight.

**13c) What happens when you are refused entry to a country**

If **you** are refused entry to a country, **you** must pay:

- any fine, penalty or charge imposed on **us** by the government concerned
- any detention costs **we** are charged
- the fare for transporting **you** back to **your** place of departure and
- any other costs **we** reasonably pay or agree to pay.

**We** will not refund to **you** the fare for carrying **you** to the place where **you were** denied entry.

**13d) You must repay us fines, detention costs and other charges**

If **we** have to pay any fine, penalty, fee, charge or costs (such as detention costs) because **you** have failed to obey any laws or regulations, or other travel requirements of the country to which **you** have travelled to or to produce the necessary documents needed by that country, **you** must repay **us** the amount **we** have paid as a result. **We** may take this amount from the value of any unused part of **your ticket**, or any of **your** money **we** have in our possession.

**13e) Customs inspection**

If necessary, **you** must be present when **your** baggage is inspected by customs or other government officials. **We** will not be liable to **you** for any **damage you** suffer in the course of an inspection or because **you** are not present.

**13f) Security screening**

**You** must allow **us**, government officials, airport officials, or other **carriers** to carry out security screening of **you** or **your** baggage.

## **14 Successive carriers**

If **we** and other **carriers** are involved in performing carriage for **you** under one **ticket**, or under a **conjunction ticket**, **we** will regard the carriage as a single operation for the purposes of the **convention**. However, please read clause 15g1.

**15a) These conditions of carriage govern our liability to you.**

**15b) The conditions of carriage of other carriers govern their liability to you**

The **conditions of carriage** of each other **carrier** involved in **your** journey govern its liability to **you**. Other **carriers** may have lower limits of liability.

**15c) Applicable laws**

**Our** liability for the carriage of **passengers** and **baggage** is governed by the **convention**. This clause 15 sets out the limits on **our** liability and summarises the liability rules applied by **us** under the **convention** but if it is inconsistent with the **convention** or other applicable laws, the **convention** or other applicable laws will override this clause 15.

**15d) Our liability for the death wounding or other bodily injury of passengers.**

**15d1) Our** liability for proved damages sustained in the event of death, wounding or any other bodily injury by a **passenger** in the event of an accident shall not be subject to any financial limit.

**15d2)** For any damages up to and including the sum of the equivalent of 113,100 **SDRs**, **we** shall not exclude or limit **our** liability.

**15d3)** Notwithstanding the provisions of clause 15d2, 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.

**15d4)** To the extent that damages under this clause 15d may potentially exceed 113,100 **SDRs** they will be reduced accordingly if **we** prove that the **damage** was not due to the negligence or other wrongful act or omission of **us** or **our** agents or that the damage was solely due to the negligence or other wrongful act or omission of a third party.

**15d5) We** shall, without delay and in any event not later than 15 **days** after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered.

**15d6)** Without prejudice to clause 15d5, an advance payment shall not be less than the equivalent of 16,000 **SDRs** per **passenger** in the event of death.

**15d7)** An advance payment shall not constitute recognition of **our** liability.

**15d8)** An advance payment may be offset against any subsequent sums paid on the basis of **our** liability.

**15d9)** An advance payment is not returnable, except in the cases described in clause 15d3, or in circumstances where it is subsequently proved that the person who received the advance payment was not the person entitled to compensation.

**15d10) We** are not responsible for any illness, injury or disability, including death, attributable to **your** physical condition or for the aggravation of such condition.

**15e) Our liability for damage to baggage**

**15e1) We** are not liable for **damage** to **unchecked baggage** (other than **damage** caused by delay which is covered by clause 15e4 below), unless the **damage** was caused by **our** negligence or the negligence of **our** agents.

**15e2) Our** liability for **damage** to **your baggage**, including **damage** caused by delay, is limited by the **convention** to 1,131 **SDRs** except where **you** prove that the **damage** resulted from an act or

omission by **us** or **our** agents carried out either:

- with the intention of causing **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.

**15e3)** If **you** complete a special declaration of higher value at check-in and pay the applicable fee, **our** liability shall be limited to the higher declared value.

**15e4)** **We** are not liable for **damage** to **baggage** caused by delay if **we** prove that **we** and **our** agents took all reasonable measures to avoid the **damage** or that it was impossible for **us** or **our** agents to take such measures.

**15e5)** **We** are not liable for any damage caused by **your** baggage.

**15e6)** **You** are responsible for any **damage** caused by **your baggage** to other people and property, including **our** property.

**15e7)** **We** are not liable in any way whatever for damage to or loss of items which **you** include in **your** checked baggage although **you** are forbidden from including them under clauses 8c, 8d or 8f, or in the case of permitted firearms **you** have not complied with the conditions for including them under clause 8d, except as provided for by the Convention. These items include fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, or passports and other identification documents. In the event of any claim for damage, delay or loss, **we** may avail ourselves of all defences of contributory negligence specified in the Convention.

**15e8)** **We** are not liable in any way whatever for **damage** to items which **you** include in **your** unchecked baggage although **you** are forbidden from including them under clauses 8c or 8e.

#### **15f) Our liability for damage caused by delay to passengers**

**15f1)** Our liability for **damage** caused to a **passenger** by delay is limited by the convention to 4,694 SDRs.

**15f2)** **We** are not liable for **damage** to **passengers** caused by delay if **we** prove that **we** and **our** agents took all reasonable measures to avoid the **damage** or that that it was impossible for **us** or **our** agents to take such measures.

#### **15g) General**

**15g1)** If **we**:

- issue a **ticket** for **you** to be carried on another **carrier**; or
- check in **baggage** for carriage on another **carrier**;

**we** do so only as agent for that **carrier**. If **you** have a claim for **checked baggage**, **you** may make it against the first or last **carrier** or against the **carrier** performing the carriage during which the **damage** took place.

**15g2)** **We** are not liable for any **damage** arising from the fact that:

- **we** have obeyed laws or government rules and regulations; or
- **you** have not obeyed laws or government rules and regulations.

**15g3)** Except where these **conditions of carriage** say differently, **we** are liable to **you** only for compensatory damages which **you** are entitled to recover for proven losses and costs under the **convention**.

**15g4)** Our contract of carriage with **you** (including these **conditions of carriage** and exclusions or limits of liability) applies to our agents, servants, employees and representatives in the same way as it applies to **us**. As a result, the total amount **you** can recover from **us** and our agents, servants, employees and representatives will not be more than the total amount of **our** own liability, if any.

**15g5)** Unless **we** say otherwise, nothing in these **conditions of carriage** gives up any exclusion or limitation of liability to which **we** are entitled under the **convention** or any laws which may apply.

**15g6)** Nothing in these **conditions of carriage**:

- prevents **us** from excluding or limiting **our** liability under the **convention** or any laws which apply; or
- gives up any defence available to **us** under the **convention** or any laws which apply;

against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a **passenger**.

## **16 Time limits for baggage complaints**

**16a)** If you receive checked baggage without making a complaint, it will be sufficient evidence that it was delivered in good condition.

If the person with a **baggage check** or a **baggage identification tag** receives **checked baggage** without complaint, this will be enough evidence that the **checked baggage** has been delivered in good condition and according to the contract of carriage, unless **you** prove otherwise.

**16b)** Complaints about damage to checked baggage must be made in writing within seven days of receiving the baggage

If **your checked baggage** is damaged, **you** must complain in writing to **us** immediately **you** discover the **damage** and at the latest, within seven **days** from the date **you** received the **checked baggage**.

**16c)** Complaints about delay to checked baggage must be made in writing within 21 days of the baggage being made available to you

If **your checked baggage** is delayed, **you** must complain in writing to **us** within 21 **days** at the latest of the **checked baggage** being made available to **you**.

## **17 Actions for damages must be brought within two years**

**You** will have no right to **damages** if an action is not brought within two years calculated from:

- the date of arrival at the place of destination
- the date on which the aircraft ought to have arrived 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.

## **18 Making a claim for compensation, long delay or denied boarding**

**18a) If you make a claim for compensation for cancellation, long delay, or denied boarding under EU Regulation 261/2004, or applicable national law, the following applies:**

**18a1) You** must submit your claim for compensation directly to **us** and allow us 28 days (or such time as permitted by applicable law, whichever is the shorter) to respond to **your** claim, before **you** engage a third party to make a claim on **your** behalf. Claims can be submitted online or by writing to the Customer Relations Department.

**18a2)** Nothing in this clause prevents **you** from consulting a legal adviser or other third-party company before **you** submit **your** claim directly to **us** under clause 18a1) above.

**18a3) We** will not deal with any claim submitted by a third-party company on **your** behalf if **you** have not first followed the process in clause 18a1) above.

**18a4)** Clause 18a1) does not apply to a passenger who makes a claim on behalf of other passengers in the same booking, or to a party who makes a claim on behalf of a passenger who lacks capacity to bring a claim or is a minor. **We** may ask for proof that the individual bringing the claim has authority to do so.

**18a5) We** will not deal with a claim made by a third-party company on **your** behalf unless it provides the necessary documentation to prove that it has the authority to make the claim on **your** behalf.

**18b) Actions for compensation must be brought within the applicable limitation period. For claims brought in Denmark the limitation period is 3 years.**

## **19 Making a complaint and alternative dispute resolution**

**19a) If you would like to make a complaint, you should contact our Customer Relations team.**

Information about our complaint's procedure can be found at **our** website and complaints must be sent to customer relations [cr@sunair.dk](mailto:cr@sunair.dk)

If **you** are not satisfied with our response to **your** complaint, **you** can refer your complaint to The Danish Transport, Construction and Housing Authority:

<https://www.trafikstyrelsen.dk/da/Luftfart/Lister/Blanketliste?relevance=Flypassager&type=Klage>

Alternatively, **you** may use the European Commission's electronic form:

<http://ec.europa.eu/odr>

## **20 Passengers with a disability**

### **20a) General and Reservations**

**20a1) If you** are a **passenger** with a disability and **you** require any special assistance, **you** should inform **us** at the time of booking of **your** special needs.

**20a2)** If **you** are a **passenger** with a disability, **we** will carry you where arrangements have been made to provide for **your** special needs. If **you** do not inform **us** at the time of booking of **your** special needs, **we** will nevertheless use reasonable efforts to accommodate **your** special needs.

#### **20b) Seating**

All the rules of seating in clause 5e apply to seating **passengers** with a disability. In addition, if **you** are a **passenger** with a disability which causes you to **need** a bulkhead seat, such as a disability which causes **you** to be accompanied by an assistance dog in the cabin in accordance with clause 8l, and **you** request a bulkhead seat, it will be provided to **you** if it is not already assigned to another **passenger** with a disability.

#### **20c) Travel with an attendant**

**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 safety instructions.

#### **20d) Baggage**

**20d1)** There is no charge for transporting any assistive device, such as a wheelchair or a cane, and such assistive devices will not be counted towards **your** free **baggage** allowance.

**20d2)** On flights where medical oxygen is permitted, **you** will be charged for the service of medical oxygen (and **you** will be required to be accompanied by an attendant).

#### **20e) Stretchers**

**We** reserve the right to cease accepting **passengers** who must travel on a stretcher on any flight.

### **21 Our regulations**

When **we** carry **you** and **your baggage** **you** must obey our regulations. These concerns, among other things:

- unaccompanied children
- passengers with a disability
- Expectant mothers and sick passengers
- passengers with special needs
- carrying animals
- restrictions on using electronic devices on board the aircraft
- smoking and drinking alcohol on board the aircraft
- forbidden items in **baggage** and
- limits on the measurements, size and weight of baggage.