

GENERAL CONDITIONS OF CARRIAGE **FOR PASSENGERS AND BAGGAGE**

These General Conditions of Carriage apply to all the services provided by the Carrier from 01/09/2013. This edition annuls and replaces the previous one.

The reservation or order of service of Carriage is restricted by the Carrier to Passengers and Charterers of flights who have been acquainted with these General Conditions of Carriage in their entirety before their reservation, and who have accepted them thoroughly. Therefore, the signature of a contract implies that the Passenger and/or the Charterer of the flight totally accepts these General Conditions of Carriage and submits unreservedly to all their provisions.

ARTICLE 1 – DEFINITIONS

Within these General Conditions and except as otherwise provided for herein, the following terms are used with the meaning given below:

AIRLINE DESIGNATOR CODE

Means the abbreviation which identifies each carrier using two or more alphabetical, numerical or alphanumeric characters and that shows on the Ticket amongst others.

ALL-INCLUSIVE OR PACKAGE TRAVEL

Means all-inclusive travel as understood by article 211-2 of the French Tourism Code, the sale, for a comprehensive price for a service that lasts longer than 24 hours or includes one over-night stay, and that combines at least two of the following three items:

- a transportation or car rental service,
- accommodation,
- a tourism service not linked to transportation or accommodation, but which represents a significant part of the total price.

BAGGAGE

Means all articles intended for passenger use. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

BAGGAGE IDENTIFICATION FORM OR BAGGAGE TAG

Means a document issued by the Carrier for the purpose of identifying Checked Baggage.

BENEFICIARY (SEE PERSON ENTITLED TO COMPENSATION)

BOARDING COUPON

A coupon is a part of the Ticket and mentions the name of the Passenger travelling on the corresponding flight mentioned on the coupon

CANCELLATION

Means the fact that a flight which was initially scheduled and on board which at least one seat was booked, is not operated.

CARRIAGE (OR AIR CARRIAGE)

Means Carriage of Passengers and/or Baggage by air, gratuitously or for reward, including related transportation services.

CARRIER

Means ASL Airlines France and any air carrier, other than ASL Airlines France, issuing the Ticket and all air carriers that carry or undertake to carry the Passenger and/or his/her Baggage thereunder or undertake to perform any other services related to such Carriage for which the Airline Designator Code appears on the Ticket.

CHARTER CARRIAGE

Means carriage by an "Operating Carrier" who, by virtue of a charter agreement with the "Contracting Carrier" (Charterer or Tour Operator), performs the whole Carriage or a part thereof. The contracting Carrier is the (legal) entity with which, the Passenger concludes the contract of carriage.

CHARTER CONTRACT

Means the operation whereby the Contracting Carrier (or "Contractual Carrier", for instance, an airline, a tour-Operator and/or a travel agent) instructs another Carrier("Operating Carrier") to perform all or part of the carriage pursuant to a charter agreement.

This charter agreement may be a part of a package travel, package holidays or package tour organized by the Contractual Carrier and, as such, is submitted to Directive UE 90/314 and to the provisions of Articles L211-1 et seq. of the French Code of Tourism.

CHARTER TICKET

Means a Ticket issued pursuant to a charter agreement.

CHECKED BAGGAGE

Means Baggage of which the Carrier has agreed to take custody and for which a Baggage Identification Form has been issued.

CHECK-IN DEADLINES (CID)

Means the time limit, as specified by the Carrier for each flight and before which Passengers must have carried out their check-in formalities.

CONTRACT OF CARRIAGE

Means the obligation for the Carrier to transport the Passenger from a defined location to a destination defined on the Ticket, in compliance with these General Conditions of Carriage.

CONVENTION

Means the Convention for unification of certain rules for International Carriage by Air signed in Montreal on 28 May 1999 (the Montreal Convention), as implemented by the European Union through Regulation CE n°2027/97, as modified by Regulation CE n°889/2002.

DAMAGE

Includes death, wounding, bodily injury to a Passenger, theft, partial or total loss of Baggage, prejudices due to delay or other damage of whatsoever nature arising out of or in connection with Carriage or other services incidental thereto.

DAYS

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

DENIED BOARDING

Means refusal by the Carrier to carry a Passenger on a flight, despite the fact that the Passenger (1) has a confirmed reservation on the flight (2), has a valid ticket and (3) is present at the check-in desk before the deadline for registration set by the Carrier, its agent or, where appropriate, the Contracting Carrier, unless such refusal is reasonably justified by reasons of force majeure, health, safety, security, or if the Passenger does not have the required travel documents.

IATA (INTERNATIONAL AIR TRANSPORT ASSOCIATION)

Means the International Air Transport Association, created in April 1945 in Montreal, the purpose of which is to encourage the development of safe, regular and economical air carriage and to promote air services and study the problems related thereto.

FLIGHT CHARTERER

Means either a physical person or a legal entity which has rented the Aircraft or part thereof, or a batch of seats within the framework of a charter flight aboard the aircraft with its crew for the transportation of Passengers, , extended to its subcontractors (Travel Agency, Tour Operator...).

FORCE MAJEURE

Means any circumstances beyond the control of Carrier that could not have been prevented despite all reasonable measures being taken, as a result of which the Passenger or where applicable, Charterer can no longer reasonably demand performance of the agreement by Carrier. This includes cases of political instability (wars, riots, airport closure, embargoes, seizure, hostilities, unsettled international conditions, government regulations), meteorological conditions incompatible with the operation of the flight concerned (floods, earthquakes, volcano eruptions, hurricanes, gust wind, thick fog, severe storms, snow or black ice on runway), security risks (terrorist attacks, bomb alert, hijacking, requisitioning of aircraft or seats on the flight by government order, fire or explosions, sabotage), unexpected flight safety shortcomings (e.g. mechanical failure, defective or non-functioning airport facilities such as defective navigation systems, de-icing station, congested x-ray screening check points, breakdown in airport information systems, or Quick Return Flight), unexpected diversions as a consequence of illness/childbirth on board and/or unruly Passenger(s), epidemics, strikes that affect the operation of Carrier, an air traffic management decision in relation to a particular aircraft on a particular day that gives rise to a long delay or the cancellation of one or more flights by that aircraft.

PASSENGER

Means any persons, except members of the crew, carried or to be carried in an aircraft with the Carrier's consent.

PASSENGER WITH REDUCED MOBILITY

Means any person whose mobility is reduced when using transport whether on account of any physical disability, intellectual impairment, age, or any other cause of disability, and whose situation needs special attention and an adaptation of the services made available to all Passengers to the person's needs.

PERSON ENTITLED TO COMPENSATION

Means the Passenger, or any person who can claim for compensation on behalf of such Passenger, as under the applicable law.

RESERVATION

Means the allocation of a Ticket to a passenger as well as a space or weight capacity for his/her Baggage onboard the aircraft.

REGULATION (EC)

Means, as applicable:

- a) Regulation (EC) 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) 2027/97 on Air Carrier liability in the event of accidents
- b) Regulation (EC) 2320/2002 of the European Parliament and of the Council of 16 December 2002 related to the common rules in the field of Civil Aviation security.
- c) Regulation (EC) 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91.
- d) Regulation (EC) 785/2004 of the European Parliament and of the Council of 21 April 2004 on insurance requirements for air carriers and aircraft operators.

SPECIAL DECLARATION OF INTEREST (OR DECLARATION OF VALUE)

Means the Declaration made by the Passenger when handing over the Baggage to be checked against payment of a surcharge, it specifies a value that is higher than the one fixed as a liability limit by the Convention.

SPECIAL DRAWING RIGHT (SDR)

Means the unit of account of the International Monetary Fund (IMF), the value of which is periodically defined by the IMF on the basis of the listed prices of several reference currencies.

STOPOVERS

Means a scheduled stop on the journey, at a point between the place of departure and the place of destination that involves a passengers' movement (either boarding or disembarkment) or technical operations required for the continuation of the flight.

TARIFFS

Means the total price in force for Carriage including ticket price, taxes and fees and related General Conditions of Carriage

TICKET

Means a valid document entitling its holder to Carriage or an equivalent document, such as the electronic Ticket or the Booking Confirmation, in each case issued by or on behalf of Carrier and subject to the General Conditions of Carriage.

TOUR OPERATOR

Means any Travel Agent, Trip Organizer, Travel subcontractor, from whom the Passenger has purchased the flight operated by the Carrier, whether such flight is part of a package travel, or not. Said Tour Operator may be the Charterer of the flight or any third party who is a customer of the Charterer.

UNCHECKED BAGGAGE OR "CABIN BAGGAGE"

Means all Baggage, including personal items, other than Checked Baggage. This Unchecked Baggage remains in the custody of the Passenger.

ARTICLE 2 – SCOPE OF APPLICATION

2.1.1 General Provisions

These General Conditions of Carriage are the conditions of carriage of ASL Airlines France referred to in – amongst others – the Ticket. They are intended to define the check-in, carry, board and disembarkment Passengers procedures and their luggage and the responsibility of the air Carrier to Passengers and their baggage.

The General Conditions of Carriage apply to all Carriage of Passengers and Baggage, performed by Carrier for reward. These General Conditions of Carriage shall prevail on the "Conditions of Contract" in the Ticket.

2.1.2. Charter Carriage is performed pursuant to a charter agreement between the actual Carrier (Carrier) and the contracting Carrier (Charterer and/or Tour Operator and/or Travel Agent) and is subject to the charter agreement and to the present General Conditions. In case of contradiction, special pricing conditions thereof shall prevail over these General Conditions of Carriage.

2.1.3. The General Conditions of Carriage shall apply to Passengers travelling on a flight or a specified flight segment, pursuant to a Ticket which designates ASL Airlines France as the Carrier for said flight or specified flight segment. Designation of ASL Airlines France as the Carrier for such flight or specified flight segment constitutes prima facie evidence of the contract of carriage for that flight or specified flight segment between Carrier and the person designated as the Passenger on the Ticket.

2.1.4. These General Conditions of Carriage have been drawn up in French and in various other languages. In case of conflict between the French version and one of the other versions, the French version shall prevail.

2.2. Prevalence of the Law

These General Conditions of Carriage have been drawn up pursuant to (1) the Montreal Convention dated 28 May 1999, as implemented within the European Union through Regulation CE n°889/2002 and Regulation CE n°261/2004, and (2) French laws.

These General Conditions of Carriage are applicable to the extent that they are not contrary to any mandatorily applicable law, in which case, said law shall prevail. Any invalidation of one or more provisions of these General Conditions of Carriage shall not have any effect on the validity of the other provisions thereof.

2.3 Effective Rules

All Carriage is subject to Conditions of Carriage and Carrier Fare Conditions which are in force at the date of departure as shown on the Ticket. The Carrier may amend these General Conditions from time to time.

ARTICLE 3 – TICKETS

3.1. General Provisions

The Ticket constitutes evidence of the contract of carriage between Carrier and the Passenger named on the Ticket. The Carrier shall only carry the person of whom it may assume in good faith that this is the person whose name is stated on the Ticket. Carrier reserves the right to request a Passenger to identify himself/herself with valid identification.

3.2. Requirements for valid Ticket

3.2.1. Ticket is not transferable, subject to applicable law, in particular rules and regulations on package holidays. If a person other than the Passenger named on the Ticket presents a Ticket for Carriage purposes, the Carrier shall not assume any liability if, while acting in good faith, it refuses to carry a person who is not the Passenger named on the Ticket.

3.2.2. Passengers shall only be carried if they are able to present a valid Ticket. Moreover, a Ticket that is damaged or has been modified by a person other than the Carrier or the Charterer of the flight or the Tour Operator shall not be valid for Carriage. For Electronic Tickets, Passengers must provide proof of identity and shall only be carried on a flight if a valid Electronic Ticket stating their name has been issued.

3.2.3. Tickets are only valid for Carriage on the dates, and for the destinations and stop-overs indicated on the Coupon and shall not be valid unless the charter price, including, if applicable, taxes, levies, charges, increases and the like have been paid for to the Operating Carrier by the Passenger or, where applicable, the Contractual Carrier.

3.2.4. A Ticket will not be issued until the applicable fare has been paid. A ticket that has been mutilated or altered by a person other than Carrier or its Authorised Agent shall not be valid for Carriage. Passengers must be able to prove their identity and shall only be carried on a flight if a valid Ticket bearing their name has been issued. Where applicable, Passengers must be able to state their Booking Confirmation number.

3.2.5. Tickets for charter flights are not valid unless the charter price, including any taxes, charges, surcharges, and other increases, has been paid for by the Contracting Carrier and meets the payment rules set by Carrier. Charter Tickets may not give rise to any refund and are not endorsable. Any refund to the Passenger rests with the Contracting Carrier.

3.3. Period of validity

A ticket entitles its holder to Carriage on the date of the flight only, unless otherwise provided.

3.4. Identification of the Carrier

Carrier may be designated on the Ticket through its Airline Designator Code (as defined in Article 1) or in any other form of abbreviation.

The Carrier's address is deemed to be that of its registered office or principal place of business.

ARTICLE 4 - FARES, LEVIES, TAXES AND CHARGES

4.1. General

Fares apply only to the Carriage from the airport of departure to the airport of destination. Fares do not normally include transportation service between airports and between airports and terminals or check-in desks. However, Carrier may at its discretion, provide such transportation without additional charge.

4.2. Applicable fares

Applicable fares are those published by or on behalf of Carrier or, if not so published, constructed in compliance with Carrier's Tariff Regulations applicable on the date the Ticket is issued and for the flight or flights indicated in the Ticket from the airport of departure to the airport of destination. Changes in itinerary or travel date may affect the applicable fare.

4.3. Levies, taxes and charges

Carrier reserves the right to pass on to the Passenger as a separate surcharge any unforeseen levy, tax or charge imposed by a government or by municipal or other authorities, or by the airport or by Carrier, even if the Ticket price has already been paid for, if such Ticket price does not cover such extra tax, charge or levy.

4.4. Currency

To the extent the applicable law permits, fares and charges are payable in any currency acceptable to Carrier. If payment is made in a currency other than the currency in which the fare is published in the country of payment, the exchange rate for such payment will be the buying rate of the bank used by Carrier in this respect on the day the Ticket is issued.

ARTICLE 5 – RESERVATIONS

5.1. Reservation requirements

Reservations are not confirmed until recorded as accepted in Carrier's reservation system or its Authorized Agent's. Special fares may be subject to conditions that limit or exclude the Passenger's right to change or cancel Reservations.

5.2. Ticketing time limits

If a Passenger has not paid for his/her Ticket within the time limit specified by Carrier or its Authorized Agent, Carrier shall be entitled to cancel the Reservation without notice.

5.3. Personal data

To the extent permitted by applicable law, the Passenger authorises Carrier to retain any personal data which has been provided to Carrier or its Authorized Agent for the purposes of making a Reservation for Carriage, for obtaining ancillary services, for operating baggage fraud detection systems and ticket fraud prevention/detection systems, for facilitating immigration and entry requirements, and for making such data available to government authorities authorised to require such data.

Carrier is further authorized to transmit such data for said purposes to its own offices, its Authorized Agents, other Carriers or Carrier's sub-contractors, the providers of ancillary services or government authorities, in whatever country they may be located.

Carrier applies a privacy policy with regard to personal data protection and processing, which privacy policy may be consulted on Carrier's website (www.aslairlines.fr)

5.4. Seating

Carrier shall make its best efforts to comply with a request for a particular seat, but cannot guarantee the allocation of a given seat despite any reservation confirmation. Carrier reserves the right to change the allocation of a reserved seat for operational, safety or security reasons, even after Passengers have boarded the aircraft.

ARTICLE 6 – CHECK-IN AND BOARDING OPERATIONS

6.1. Passengers shall :

- Comply with standard deadlines that were expressly mentioned either by the Carrier, the Charterer, or the Tour Operator at the time of booking. Passengers must arrive at the Carrier's check-in desk sufficiently in advance of the flight in order to carry out all the check-in formalities for themselves and their baggage, and in any case, prior to the Boarding Deadline specified by the Carrier.
- Present themselves at the gate of their flight before the boarding time specified. Should a Passenger fail to report at the gate in time, Carrier reserves the right to cancel the Passenger's reservation and seat. Carrier shall not delay a flight on account of a passenger's lateness at boarding.
- Submit to all security control or requirement set by a government, the Airport Authority or the Carrier.
- Present all identification documents and tickets for check-in and control procedures required by the national security bodies of the countries of departure, of destination or of scheduled stop-over. The Passenger shall be responsible for holding and providing on request any inbound, outbound, health or other document required under the laws and regulations of the countries of departure, destination or scheduled stop-over. The Carrier reserves the right to refuse carriage to any Passenger who does not comply, or whose documents would appear not to comply with the applicable law or any other laws or regulations in force and cancel the seat that was reserved for him and dispose of it without any liability to the Passenger or, as appropriate, to the Charterer of the flight.
- In the event that the Carrier is required to pay or deposit any sum, fine or penalty or if it incurs any expense on account of such Passenger's failing to comply with the laws, regulations or other requirements of the countries of departure, destination or scheduled stop-over, or failing to produce the required documents, such Passenger shall be liable to reimburse to the Carrier any fine or expense borne on his/her account.

The Carrier shall not be held liable for any loss, damage or disbursement, in any other way, if a Passenger has not complied with the provisions of this article.

6.2. Charter Flight

In case of Charter flight, the Charterer shall inform the passenger of all the requirements set by the countries of departure, destination, route and scheduled stops, of these Terms and Conditions of Carriage, as well as exceptional instructions imposed by execution of a contract of Carriage. The Carrier shall not be liable if a Passenger has not or insufficiently been informed.

Passengers will be informed in advance and in writing (including by electronic means) by the Charterer of all check-in deadlines.

6.3. Carrier's obligations

Carrier will give priority to unaccompanied minors and to Passengers with reduced mobility and their companions and/or or their TPA certified service dogs.

In case of flight cancellation, or denied boarding due to overbooking, or delay over two hours, the Carrier shall:

- Provide a notice to each passenger setting out the rules for compensation and assistance under Article 14 of Regulation EC No 261/2004 dated 11 February 2004, adapted for blind and visually impaired passengers.
- Provide assistance to Passengers with reduced mobility and their companions, as well as to unaccompanied minors as per Article 9 of Regulation EC No 261/2004 dated 11 February 2004.

ARTICLE 7 – REFUSAL AND LIMITATION ON CARRIAGE

7.1. Right to refuse carriage

Carrier may refuse Carriage of Passenger and his/her Baggage or to resume Carriage for reasons of safety and/or order or if, in the exercise of its reasonable discretion, Carrier determines that such action is necessary:

- a. because the conduct, age, or mental or physical state of the Passenger is, or reasonably seems to be, such as to:
 - i. require special assistance which Carrier cannot provide;
 - ii. cause discomfort or make himself/herself objectionable to other Passengers; or

- iii. possibly result in hazard or risk to himself/herself or to other passengers, their belongings, the crew or the aircraft, or to Carrier's property;
- b. because the Passenger has failed to observe the reasonable instructions of Carrier, given in order to ensure safe, efficient and comfortable Carriage for all Passengers or otherwise to enable Carrier to comply with its obligations towards other Passengers;
- c. because the Passenger has expressed himself/herself in such a way or displayed such behavior that doubt exists with respect to the safe Carriage of such person, other Passengers and crew as well as the safety of the aircraft. Such expression and/or behavior includes the use of threatening, abusive or insulting language and/or behavior towards ground staff and/or crew;
- d. because the Passenger has refused to submit either himself/herself or his/her Baggage to a security check by Carrier or by any airport or government official, including – but not limited to – the checks referred to in Article 8.4 and Article 10.4 hereunder, or if the passenger has refused to present his/her identity document;
- e. because the applicable fare or any charges, taxes, costs or levies payable have not been paid.
- f. because any customs and/or immigration authority or any other airport or government authority has informed Carrier orally or in writing that the Passenger is not allowed to travel. This includes the situation in which the Passenger has received a negative travel advice from any of the aforesaid authorities;
- g. because, in Carrier's reasonable opinion, this is necessary in order to comply with applicable laws, regulations or instructions of a state or country to be flown from, to or over;
- h. because the Passenger;
 - i. does not appear to possess the proper/required travel documents;
 - ii. intends or may seek to enter a country for which he/she does not have a valid entry document;
 - iii. has destroyed his/her travel documents during the flight;
 - iv. prevented Carrier from making and retaining copies of the travel documents;
 - v. holds expired or incomplete travel documents;
 - vi. holds travel documents which appear to be fraudulent or otherwise suspicious; or
- i. because the Ticket presented by the Passenger:
 - i. appears to be invalid;
 - ii. appears to have been acquired unlawfully or to have been purchased from an entity other than Carrier or its Authorized Agent;
 - iii. has been reported lost, stolen, fraudulent or otherwise obtained in a suspicious and/or unlawful manner;
 - iv. appears to be a counterfeit Ticket;
 - v. contains Coupons which appear to have been altered by someone other than Carrier or its Authorised Agent, or have been mutilated; or
- j. the person presenting the Ticket cannot prove that he/she is the person named in the "NAME OF PASSENGER" box, in which cases Carrier reserves the right to retain such Ticket;
- k. because the Passenger posed a threat to order, safety and/or discipline before the flight or on a previous flight;
- l. because the Passenger committed one of the acts or omissions referred to in this article during a previous flight;
- m. because Carrier previously notified the Passenger in writing that Carrier would no longer carry him/her on its flights;
- n. because the Passenger is or appears to be in possession of illegal drugs.

7.2. No entitlement to refund

The Passenger who has been refused for Carriage or who has been disembarked en route for any reasons specified under Article 7.1, is not entitled to a refund.

7.3. Special Assistance and unaccompanied minors

7.3.1. Carriage of unaccompanied minors, Passengers with Reduced Mobility, persons with illnesses, or any other person who requires special assistance, is subject to the Carrier's prior consent. Carrier reserves the right to require a medical certificate with regard to particular medical conditions. Pregnant women up to 8 months pregnancy can travel without any particular authorization. They should however carry a health certificate stating no apparent medical objection to air travel.

7.3.2. Passengers with Reduced Mobility who, when purchasing their Ticket, inform the Charterer of the flight or their Travel agent of their disability or of any special need for assistance and who are accepted by the Carrier in full knowledge thereof, cannot be refused boarding due to their disability or their special needs.

Passengers with Reduced Mobility must inform the Carrier or their Travel Agent of their disability at least 48 hours (or 2 business days) prior to the scheduled time of flight departure in order to allow the airport authorities in both departure and arrival airports to organize the assistance required. Passengers must specify:

- The nature of their handicap,
- Their identity and of their accompanying parties,
- The kind of assistance required (wheelchair to the steps of the aircraft, or to the top of the steps, or right to their seat)
- If necessary, the sort of wheelchair that will be presented for check-in (electric or manual, folding or not folding), its weight and complete dimensions when folded, listed in the following order : length x width x height, and, for electric wheelchairs, the nature of the batteries (dry, humid or lithium).

The Carrier will offer appropriate advices and organize to the best of its ability the necessary assistance for Passengers with Reduced Mobility, or persons with illnesses, who will be accepted for carriage, unless their carriage would induce insufficient safety for themselves, the other passengers, or the members of the crew.

7.3.3. Carriage of Children

Children under 4 year old may only travel in the company of an adult over 18 years old or their siblings over 16 years old. The carriage of unaccompanied minors aged between 4 and 12 is subject to the Carrier's prior consent.

7.3.4. If the passenger requests special assistance at check-in or boarding that was not requested at the time of booking or at least 48 hours prior to the completion of the flight, the Carrier shall make its best efforts to reasonably provide such assistance, but shall not be held liable if it fails to do so.

7.3.5. The Carrier cannot guarantee the catering of special meals on board its flights. If passenger requires a special meal, he/she must inquire about its availability at the time of booking, or within the time limits set by the Charterer of the flight or the Tour Operator. If special requests could not be met for reasons of operational constraints, the Carrier shall not be held liable in that respect.

ARTICLE 8 – BAGGAGE

8.1. Free Baggage Allowance / Excess Baggage

8.1.1. Passengers may check-in and carry free of charge one standard Baggage with maximum weight as mentioned by The Carrier, or where applicable, by the Charterer or Tour Operator in their reservation.

8.1.2. Any Baggage in excess of the free baggage allowance are admitted for carriage at the sole discretion of the Carrier. Passengers shall be required to pay a subcharge for the carriage of this excess baggage. The carriage of special equipment such as bikes, surfboard, wheelchairs and pets may be limited and is subject to a special rate. Passengers may obtain details on the rates and conditions of the Carrier for excess baggage and special equipment from the Charterer or from their Travel Agent, at the Carrier's check-in desk, or may consult them directly on the Carrier's website (www.europeairpost.com).

8.1.3. The Carrier allows one cabin baggage per Passenger. Its weight allowance is 5kg and the sum of its three dimensions (L + W + H) may not exceed 115 cm. All cabin baggage that do not meet these criteria shall be checked-in. In addition to their cabin Baggage, Passengers may also carry an accessory item such as a handbag or a laptop.

8.1.4. Baggage that do not meet the requirements of Article 8.1.3. (dimensions and/or weight in excess) and that Passenger refuses to check-in (such as fragile music instruments or others), may only be accepted in the cabin with the Carrier's prior consent. Such carriage of extra cabin baggage may be subject to a subcharge.

8.2. Prohibited Items

Passengers are not allowed to carry the following items in their Baggage:

(a) items, liquids or other substances (other than alcoholic beverages and non-radioactive medicinal or toilet articles, including in the form of aerosols) which may pose a risk to health, safety or property when carried by air, including (but not limited to) explosives, compressed gasses, corrosive, oxidizing or radioactive materials, magnets, flammable materials, poisonous, perishable or irritating substances, and any other items specified in the Technical Instructions for the Safe Transport of Dangerous Goods by Air of the International Civil Aviation Organization (ICAO) and the Dangerous Goods Regulations set by IATA (further information on this subject is available from Carrier on request);

- (b) items which Carriage is prohibited under the legislation, regulations or requirements of any state to be flown from, to or over;
- (c) Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as cargo or Checked Baggage, must be unloaded, suitably packed and have the safety catch on. The Passenger must inform the Carrier of the presence of firearms in his/her luggage at check-in. The carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations, as stated in paragraph (a) above and their quantity must not exceed 5 kg per passenger;
- (d) Knives, bladed weapons, stabbing weapons, antique weapons, swords, or any other weapon of that kind that may be used as attack or defence weapons. This type of item cannot be carried in the cabin under any circumstances. They may be accepted as cargo or Checked Baggage, at the Carrier's discretion;
- (e) Any toy, replica or other objects that may resemble the weapons banned under (c) and (d) ;
- (f) Aerosols containing irritant or incapacitating agents, helium balloons, whether in the cabin or as Checked Baggage;
- (g) Checked baggage : Passengers shall not include in their Checked Baggage perishable or fragile goods, money, currencies, jewellery, works of art, precious metals, silverware, valuable pieces of clothes, optical or photographic devices, computers, electronic and/or telecommunication equipment or devices, passports and identification documents, keys, samples, business documents, manuscripts, and securities whether individualized or fungible, etc...
- (h) Live animals except for pets and provided that the latter comply with the provisions of Article 8.8 below.
- (i) Passengers must bear in mind that, in all events, the Carrier shall not be held liable when damage occurs that derives from the nature of a baggage or a defect thereof.

The carriage of any of these items in the Passenger's checked baggage, with or without the Carrier's knowledge, will be at the Passenger's own risks. Carrier shall not be held liable for any loss, cost or damage incurred by Passenger as a result thereof.

8.3. Right to Refuse the Carriage of Baggage

8.3.1. At any boarding or stopover airport, Carrier may refuse to carry the items referred to in Article 8.2 above for security and/or safety reasons as Baggage, or refuse to continue carrying them, if it discovers them during the journey. If Baggage and/or items refused for carriage must remain in custody with Carrier, Carrier does not accept any liability therefore, unless wilful misconduct or Gross Negligence on Carrier's part.

8.3.2. Carrier may refuse to carry any Baggage unsuitable for carriage by reason of their weight, size, shape, smell or intrinsic nature ; Carrier may refuse to carry Baggage which it reasonably considers to have been inadequately packed or which – in Carrier's opinion – has been placed in unsuitable containers, or for operating, security/safety reasons, or to preserve the comfort and convenience of Passengers.

8.4. Right to Search Baggage

Carrier is entitled to request from the Passenger to submit to a search, x-ray, manual scan or other type of scan to be made of his/her person and/or his/her Baggage, and may search or have searched the Passenger's Baggage in the latter's absence if the Passenger is not available, whether he/she is in possession of, or whether his/her Baggage contains any item listed under Article 8.2(a). Carrier is entitled to search any Baggage for Baggage-tracing purposes or for reasons of safety and security, and in order to ascertain the compliance of a piece of baggage with the provisions on Baggage contained herein.

If the Passenger is unwilling to comply with such request, Carrier may refuse to carry the Passenger or Baggage.

Carrier does not accept any liability in case of damage caused to the Passenger and/or his/her Baggage by an x-ray, a manual scan or other type of scan, except in case of wilful misconduct or Gross Negligence on Carrier's part.

8.5. Checked Baggage

8.5.1. Upon delivery of Baggage to Carrier for check-in, responsibility thereof shall pass on to the Carrier. Carrier shall thereupon issue a Baggage Identification Tag for each piece of Checked Baggage.

8.5.2. Passengers must affix their name or any other form of identification to the Baggage.

8.5.3. Checked Baggage will be carried in the same aircraft as the Passenger unless, for operating or security/safety reasons, the Carrier decides that it shall be carried on another flight. In this case, the Carrier shall deliver the Baggage at the destination airport unless applicable law and/or customs and/or airport authorities require the Passenger to collect the Baggage concerned from the (customs) authorities themselves.

8.6. Collection and Delivery of Baggage

8.6.1. Subject to the provisions of Article 8.5.3. above, it is the responsibility of Passengers to collect their Baggage as soon as made available at the arrival airport. If Passengers do not collect their Baggage within a reasonable period of time, the Carrier may invoice custody charges. If a Passenger does not collect Baggage within three months as from the Baggage being made available to him/her, the Carrier may dispose of said Baggage, without being liable toward the Passenger in any way. Pursuant to provisions of applicable local law, unclaimed Baggage may be held over to the appropriate national authorities.

8.6.2. Only the bearer of the Baggage Identification Tag issued at the time the Baggage was checked, is entitled to collect the Baggage.

8.6.3. If a person claiming Baggage is not in a position to produce the Baggage Identification Tag, the Carrier shall only hand over the Baggage to such person on the condition that he/she establishes his/her rights thereto in a satisfactory manner.

8.6.4. Acceptance of the Baggage by the bearer of the Baggage Identification Tag without any complaint at the time of delivery is prima facie evidence that the Baggage was delivered in good condition and in accordance with the Contract of Carriage.

8.7. Special Declaration of Interest or Declaration of higher value and charge

Checked Baggage will be considered to be accepted without declaration of a higher value.

(a) For all Checked Baggage which value exceeds the liability limits set in the event of destruction, loss, damage or delay, and as defined by the Convention, Passengers may purchase insurance coverage by filling in a "Special Declaration of Interest" stating a higher value of the baggage at check-in at the airport of departure.

For an SDI subscribed by a Passenger, Carrier will request payment of a subcharge. The tariff of such subcharge is based on any additional insurance fees and on the additional Carriage costs incurred by Carrier for such Baggage, should they exceed the normal charges for Baggage within the Carrier's liability limit. Such tariff is available from Carrier on request.

(b) The Carrier reserves the right to verify the adequacy between the declared value and the actual value of the Baggage and its contents.

(c) The Carrier may refuse a Special Declaration of Interest if a Passenger does not comply with the time limit set by the Carrier to fill in such a Declaration. The Carrier may cap the value declared in the SDI.

In the event of damage, the Carrier reserves the right to demand proof that the amount declared actually exceeds the Passenger's genuine interest at the time of delivery.

8.8. Animals / Pets

The Carriage of dogs, cats and other pet animals is subject to Carrier's explicit prior approval.

(a) All requests must be addressed to the Carrier, or, when applicable, the Charterer or the Travel Agent, at least 72 hours prior to the flight. The animal must be placed in a container acceptable to Carrier and must be accompanied by valid health certificate and vaccination certificate, entry permits, and other documents required by the country of entry. Furthermore, the animal must comply with all vaccination requirements for travel and for the Place of Destination. Carrier reserves the right to apply special conditions of Carriage and to limit the number of animals on a flight.

(b) Passengers with pets should present at check-in at least 90 minutes before the scheduled flight time to ensure enough time to carry out all the formalities related to their pets.

(c) Dogs of 1st and 2nd categories (such as defined by the French Ministry of Agriculture, the list of which can be obtained on the web site of the Carrier (www.europeairpost.com)) are not allowed on board the Aircraft, whether in cabin or in the hold.

(d) Small size dogs and cats are allowed for travel in the cabin provided they are in a suitable crate (either a cage, or a bag or any other container of sufficient size to carry the animal. Crate, cage, or bag must be tightly closed and must meet the dimensions requirements of an Unchecked baggage ; animal and container may not weight more than 6 kg altogether. The acceptance of other small-sized animals in cabin will be subject to the Carrier's prior approval.

(e) Animals admitted for travel in the hold must be placed in an individual proper, adequate and secure container to be supplied by the Passenger. Such container must comply with IATA requirements, namely:

- i. Be wide enough to allow the animal to stand up, turn about and lie in a natural position;
- ii. Be suited for the duration of the flight,
- iii. Be sufficiently secure to protect the animal and, above all, to contain it and prevent any accidental opening during loading and unloading operations or during flight ;
- iv. Have food and water containers with outside access for filling ;
- v. Have ventilation openings sufficient to allow the animal's breathing and be nose-and-paw-proof ;

The Captain once informed of the animal's being on board will take all suitable measures for its comfort (lighting, heat...)

(f) When accepted for carriage, the animal and its container cannot be included in the free baggage allowance, but will constitute excess baggage, for which the Passenger must pay a subcharge, which rate is available on the carrier's website (www.europeairpost.com).

(g) Animals trained to assist rescue teams or Passengers with reduced mobility, and accompanying such teams or Passengers, will be carried free of charge, together with their containers and food supply, in addition to the applicable free Baggage allowance. Dogs trained to assist Passengers with Reduced Mobility / Sight deficiency and to accompany such Passengers, will be carried free of charge, inside the cabin. Thus they should be kept on a leash and harnessed during take-off and landing procedures.

(h) Acceptance for Carriage of all animals is subject to the Passenger assuming full responsibility for the animal and for providing the necessary permits and certificates. Carrier shall not be liable for injury to or loss, delay, sickness or death of the if it is denied entry into or passage through any country, state or territory, unless such Damage has been caused by Carrier's wilful misconduct or Gross Negligence. Passengers who travel with such animals must bear all costs and Damage that Carrier might incur as a result thereof.

(j) Carrier is entitled at all times and at its sole discretion, to ad specific conditions for the Carriage of animals.

ARTICLE 9 – CONDUCT ON BOARD THE AIRCRAFT

9.1. If the condition and/or conduct of a Passenger aboard the aircraft endangers or threatens to endanger one or more persons or property or the aircraft itself, if a Passenger obstructs the crew in the performance of their duties or fails to comply with any instruction of the crew to ensure the safety of the aircraft or the safe, efficient and comfortable Carriage of the Passengers, or behaves in a manner to which other Passengers may reasonably object, Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including physical restraint of the Passenger.

9.2. The captain is entitled to take all necessary measures in order to secure the safety of the flight to maintain order and discipline on board and to enable him to hand over any person who disturb the order on board or who threaten the safety of the flight to the competent authorities, including using physical restraint. All Passengers must comply with the instructions given by or on behalf of the Captain. The Captain may report criminal offences, including non-compliance with instructions given by or on his behalf. Thus, the Carrier reserves the right to bring an action for any criminal act or wrongdoing against passengers or crew on board the aircraft, and to deny the offending Passenger transport for future travel.

9.3. For safety reasons, Carrier may forbid or limit use aboard the aircraft of any electronic equipment, including cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games, radio controlled toys, scanners, walkie-talkies and other equipment with an antenna, are allowed hearing aids and heart pacemakers.

9.4. Consumption of any alcoholic beverages brought into the aircraft by a Passenger is prohibited. Carrier may limit or discontinue the service of alcoholic beverages to Passengers.

9.5. Carriage and/or use of drugs on board the aircraft are strictly prohibited. The Captain is entitled to report such wrongdoing to police authorities.

9.6. Smoking (which includes smoking electronic cigarettes or other form of artificial smoking) is prohibited on board. Violation of this prohibition is a criminal offence, which Carrier may report to the competent authorities.

9.7. Carrier has the right to refuse Carriage to any Passenger who does not comply with the obligations in this article. The Passenger shall be liable towards Carrier for any Damage incurred by the Carrier as a result of his/her non-compliance with the obligations set in this article, including possible claims of third parties against Carrier. Carrier and the crew are not liable for Damage suffered by the Passenger as a result of the exercise by Carrier of its rights under this article.

9.8. Should a Passenger's conduct cause Carrier to divert the aircraft to an unscheduled Place of Destination, the Passenger must reimburse Carrier for the costs of the diversion and for all other Damages sustained by Carrier as a result of this operation.

ARTICLE 10 - ADMINISTRATIVE FORMALITIES

10.1. General

10.1.1. Passengers are responsible and liable for obtaining all required (travel) documents, visas and permits and for complying with all statutory provisions (laws, regulations, orders, demands and travel requirements) of the countries od departure, arrival and/or transit, including the instructions of Carrier given in connection herewith and for ensuring that any minor under their care, whether by law or by fact, be also in possession of all required documents.

10.1.2. Carrier shall not be liable for the consequences to any Passenger resulting from his or her failure to comply with the aforesaid obligations.

10.2. Travel documents

10.2.1. Upon request of the Carrier, its employees, representatives or agents, Passengers are required to present entry, exit and transit documents, as well as health or any other documents required by the applicable regulations (i.e. any laws, regulations, decisions, requirements and provisions) in the countries of departure, arrival and transit. Passengers are moreover required to allow the Carrier to make a copy of said documents, if required, or to record information contained therein.

10.2.2. Carrier reserves the right to refuse Carriage if a Passenger does not comply with the laws and regulations in force, or if the Carrier has doubts as to the validity of the documents presented.

10.2.3. Carrier shall not be liable for any consequences that a Passenger may face as a result of his/her not complying with the obligations referred to in Subparagraph 10.2.1.

10.3. Refusal of Entry

10.3.1. Any Passenger who is denied entry to a country must pay all costs or fines that may be imposed on Carrier by the local government authorities. In addition, Passenger must pay the applicable fare whenever Carrier is required by government order to return a Passenger to his Place of Departure or elsewhere. The fare collected by Carrier for Carriage to the which entry has been denied to a Passenger shall not be reimbursed.

10.3.2. If Carrier is required to pay or deposit any fine, penalty or security or incurs any expenditure by reason of the Passenger's failure to comply with the statutory provisions (laws, rules, guidelines, regulations, orders and (travel) requirements) of the countries concerned or to produce the required documents, the Passenger shall reimburse to Carrier upon request any amount paid or deposited and any expenditure incurred in this respect.

10.3.3. Upon request, Carrier shall supply information to the Passenger to the best of its knowledge, in respect of applicable laws, guidelines, regulations or requirements which may result in any fine, penalty or expenditure as mentioned here above but Carrier does not accept any liability in respect of any piece of information supplied to a Passenger.

10.4. Customs Inspections

10.4.1. If required, the Passenger shall witness any inspection of his/her Baggage (whether delayed or non-delayed / checked or unchecked) by customs or other government officials and shall give all requested assistance. Carrier shall not be liable to the Passenger for any loss or Damage suffered by the Passenger due to his/her not complying with this requirement.

10.4.2. Any Damage caused to Carrier because of an act, omission or negligence on the part of the Passenger, including failure to comply with the requirements of the above paragraph, or because the Passenger prevented Carrier from subjecting his/her Baggage to an inspection, the Passenger shall indemnify Carrier in that regard.

10.5. Security Checks

Passengers are required to go through the security (and safety) checks required by government or airport authorities, as well as those requested by the Carrier.

The Carrier cannot be held liable for refusing carriage to a Passenger if said refusal is based on the reasonable view that the law, government regulations and/or applicable requirements warrant such refusal.

ARTICLE 11 – SUCCESSIVE CARRIERS

11.1. When Carriage is performed by several successive Carriers under a single Ticket or a Conjunction Ticket, it is deemed to constitute a single operation for purposes of determining the application of the Convention to the transportation.

11.2. Where the Carrier is the carrier designated first on the Ticket or on a Conjunction Ticket issued for successive Carriage, the Carrier shall be liable for the parts of the journey that it performed itself.

11.3. In the event of the destruction, loss or delay of, or damage to Checked Baggage, Passengers or their beneficiaries can file a claim against the Carrier that performed the carriage during which the destruction, loss, delay or damage occurred. Passengers may also file a claim against the first and last Carrier.

ARTICLE 12 - SCHEDULES, SUBSTITUTION, DELAY AND CANCELLATION OF FLIGHTS

12.1. Schedules

12.1.1. Except in case of wilful misconduct or Gross Negligence, Carrier shall not be liable for errors and omissions in timetables or

other published schedules (if any), nor for any incorrect representations made by employees, Agents or representatives of Carrier, or when applicable, the Chartered or the Tour Operator, or the airport as to the date or time of departure or arrival, or as to the operation of any flight. The times of departure or arrival communicated to the Passenger only serve as information and no rights can be derived from such information.

12.1.2. The flight schedule might be amended after the Ticket has been issued. In that case, the Passengers will be informed by the Carrier or, when applicable, by the Charterer or the Travel Agent, using the contact details provided during the booking process. The Passenger is responsible for providing Carrier with accurate contact details through which he/she may be contacted in the event of changes to the flight schedule(s). Nevertheless, Passengers must check with Carrier prior to the scheduled date of departure whether the flight schedules as stated on their Tickets remain unchanged.

Carrier cannot be liable for missed flights.

12.1.3. The Carrier reserves the right to modify its schedules and/or to cancel, divert or delay any flight for security and safety reasons, due to extraordinary circumstances, or should it reasonably deem it to be necessary.

Carrier reserves the right to arrange for a flight to be performed by an alternative Carrier and to/or aircraft and/or to modify scheduled stopovers, when necessary.

If, as a consequence of force majeure or for safety reasons, an aircraft must be diverted to a substitute airport as close as possible to the one specified on the Ticket, completion of the flight cannot be expected to resume within a reasonable time, the flight shall be deemed to be completed.

12.2. Cancellations

- (a) In case of cancellation of a flight operated by Carrier, Carrier shall offer the Passenger the choice between:
- (i) reimbursement of the price paid for the unused portion of the Ticket and/or for the portion(s) already used if the flight no longer serves any purpose in relation to the Passenger's original travel plan, together with, where relevant, a return flight to the first point of departure of the Ticket, at the earliest opportunity;
 - or**
 - (ii) re-routing, under comparable transport conditions, to his/her final destination as specified in the Ticket, either at the earliest opportunity or, subject to availability of seats, at a later date at the Passenger's convenience,;
- (b) Carrier shall also provide :
- (j) meals and refreshments in a reasonable relation to the waiting time and flight distance, unless the provision of this care causes additional delay;
 - (ii) two telephone calls, or, when available, telex or fax messages, or e-mails;
 - (iii) in the event of re-routing to the passenger's final destination as specified in the ticket at the earliest opportunity, when a stay of one or more nights becomes necessary or where a stay of one or more nights additional to that intended by the relevant passenger becomes necessary, hotel accommodation for the period between the time of departure previously announced and the earliest flight offered by carrier (i.e. the earliest opportunity);
 - (iv) transport between the airport and the aforesaid place of accommodation;
- and
- (v) compensation in accordance with the following schedule:

For	Euro	If the scheduled arrival time of the alternative flight differs from the scheduled arrival time of the cancelled flight by :
Flights under 1,500 km	125	2 hours or less
	250	More than 2 hours
<ul style="list-style-type: none"> • Flights of more than 1,500 km within the EU • All other flights between 1,500 km and 3,500 km 	200	3 hours or less
	400	More than 3 hours

Flights out of EU. of 3.500 km or more	300	4 hours or less
	600	More than 4 hours

(a) These provisions shall apply unless :

- (i) the Passenger has been informed of the cancellation at least 14 days before the scheduled time of departure, or
- (ii) the Passenger has been informed of the cancellation between 14 days and 7 Days before the scheduled time of departure and is offered re-routing, and rescheduled departure time takes place less than two hours before the scheduled time of departure or to reach his/her final destination less than four hours after the scheduled time of arrival; or
- (iii) the Passenger has been informed of the cancellation less than 7 Days before the scheduled time of departure and is offered re-routing, and rescheduled departure time takes place less than one hour before the scheduled time of departure or to reach his/her final destination less than two hours after the scheduled time of arrival; or
- (iv) if the cancellation is due to extraordinary circumstances which could not be avoided by Carrier even by taking all reasonable measures.

12.3. Delays

12.3.1. Carrier will endeavor to take all necessary measures to carry the Passenger and his baggage without delay.

In compliance with EC Regulation 261/2004, any flight operated by Carrier that is delayed beyond its scheduled time of departure:

- for two hours or more in the case of flights of 1,500 kilometres or less; or
- for three hours or more in the case of all intra-E.U. flights of more than 1,500 kilometres and of all other flights between 1,500 and 3,500 kilometres; or
- for four hours or more in the case of all flights outside E.U. of more than 3.500 km;

Carrier shall offer the Passenger:

- (i) meals and refreshments in a reasonable relation to the waiting time and the flight distance unless the provision of this care causes additional delay;
- (ii) two telephone calls, or, when available, telex or fax messages, or e-mails;
- (iii) if a stay of one or more nights becomes necessary or if a stay of one or more nights additional to that intended by the relevant Passenger becomes necessary, (hotel) accommodation for the period between the time of departure previously announced and the revised time of departure;
- (iv) transport between the airport and the aforesaid place of accommodation;

Carrier shall particularly attend the needs of disabled passengers and their companions, as well as the needs of unaccompanied minors.

12.3.2. If the delay is expected to exceed 5 hours, Carrier shall, at the Passenger's request, reimburse the price paid for the unused portion of the flight (if the Passenger decides to give up this portion of his trip), or for the portion of the flight already completed if the flight no longer serves any purpose in relation to the Passenger's original travel plan, together with, where relevant, a return flight to the first point of departure of the Ticket, at the earliest opportunity.

12.3.3. In case of cancellation or delay of Passengers departing from an airport located outside the European Union, paragraphs above shall also apply, unless these Passengers receive benefits or compensation and are given assistance in that third country.

12.4. Compensation for denied boarding due to overbooking

12.4.1. On very seldom occasions and due to overbooking on the flight, Carrier might not able to assign a seat to a Passenger, although he/she has a confirmed reservation and a valid ticket and that he/she presented for check-in before check-in deadline.

In such case, and to limit the inconvenience for the Passengers of the flight, Carrier shall first call for volunteers amongst the Passengers willing to give up their seat onboard in exchange for compensation, the amount of which to be agreed between Carrier and Passenger.

For lack of volunteers, Carrier will consider the interests of passengers who have legitimate reasons for priority boarding, such as unaccompanied minors, or disabled persons and their companions.

A leaflet will be handed in to the affected Passengers with the applicable rules for assistance and instructions for reimbursement.

12.4.2. Passengers departing from an airport within the European Union who are denied boarding on a flight operated by Carrier, shall receive the following assistance:

- (a) Carrier will provide to Passengers who agreed to give up their seat onboard a flight, one of the following:
 - (i) reimbursement of the price paid for the unused portion of the Ticket and for the portion(s) already used if the flight no longer serves any purpose in relation to the Passenger's original travel plan, together with, where relevant, a return flight to the first point of departure on the Ticket, at the earliest opportunity, or;
 - (ii) re-routing, under comparable transport conditions, to his/her final destination as specified on the Ticket, either at the earliest opportunity or, subject to availability of seats, at a later date at the Passenger's convenience;
- (b) the Carrier will also provide to the passenger who is denied boarding due to overbooking:
 - (i) meals and refreshments in a reasonable relation to the waiting time and flight distance, unless the provision of this care causes additional delay;
 - (ii) two telephone calls, or, when available, telex or fax messages, or e-mails;
 - (iii) in the event of re-routing to the Passenger's final destination as specified in the Ticket at the earliest opportunity, and if a stay of one or more nights becomes necessary or if a stay of one or more nights additional to that intended by the relevant Passenger becomes necessary, hotel accommodation for the period between the earliest flight offered by Carrier (i.e. the earliest opportunity) and the time of departure previously announced;
 - (iv) transport between the airport and the aforesaid place of accommodation;
 - (v) compensation in accordance with the following schedule:

For	Euro	if the scheduled arrival time of the alternative flight differs from the scheduled arrival time of the cancelled flight by:
Flights under 1,500 km	125	2 hours or less
	250	More than 2 hours
<ul style="list-style-type: none"> • Flights of more than 1,500 km within the EU • for all other flights between 1,500 km and 3,500 km 	200	3 hours or less
	400	More than 3 hours
Flights out of EU of 3.500 KM or more	300	4 hours or less
	600	More than 4 hours

12.4.3. The compensation and/or reimbursement as specified in Paragraphs above shall be paid, at Carrier's discretion, in cash, by electronic bank transfer, bank orders or cheques, in accordance with the restrictions hereunder.

12.4.4. In case of Charter flights, the Charterer of the flight or Tour Operator shall be liable for paying any Passenger denied boarding the compensation provided by the applicable regulation on denied boarding.

12.4.5. In case of denied boarding due to a force majeure event, the Carrier shall provide:

- (a) to Passengers, other than Passengers travelling on a Charter Ticket, the benefits set out in Paragraphs 12.4.2 (a) (i) and 12.4.2. (b) (v) above ; and
- (b) to Passengers travelling on a Charter Ticket, the benefits set out in Paragraph 12.4.2. (b) (v) above.

12.4.6. In case of Denied Boarding of Passengers departing from an airport located outside the European Union, paragraphs above shall also apply, unless these Passengers receive benefits or compensation and are given assistance in that third country.

12.4.7. Voluntary acceptance of the compensation by a Passenger shall discharge Carrier from any further liability in connection with the Denied Boarding. However, if the Passenger has not voluntarily given up his/her seat, any further liability of Carrier in connection with the Denied Boarding shall be limited to the remedies available under the applicable law.

ARTICLE 13 - LIABILITY

13.1. General

The Carrier's liability shall be determined by these General Conditions of Carriage, unless provisions to the contrary are made known to the Passengers. If the Carrier is to incur liability, it shall be as under the following terms:

13.1.1 Carriage under these General Conditions of Carriage is subject to the rules and limitations relating to liability set by the Convention.

13.1.2 The Carrier shall be liable for damage sustained in case of death or bodily injury of a passenger upon the sole condition that the accident which caused the death or injury took place either on board the Aircraft, or in the course of any of the operations of boarding or disembarking, as provided under Article 17 of the Montreal Convention.

13.1.3 To the extent that the following provisions do not conflict with any other provisions in these General Conditions, and regardless of whether or not the Convention is applicable:

- (a) Carrier's liability is strictly limited to Damage that occurred during Carriage for which its Airline Designator Code appears on the Coupon or the Ticket issued for the flight. If the Carrier checks in Baggage on behalf of another carrier, it shall be deemed to act only as an agent for said other carrier. However, in the event of damage to Checked Baggage, Passengers may file a claim against the first or the last Carrier who operated the flight.
- (b) Carrier's liability shall not exceed the amount of proven Damage under any circumstances. Carrier shall not be liable for indirect, incidental or consequential damage.
- (c) Carrier is not liable for Damage that results from its complying with any law or regulations (laws, regulations, decisions, requirements and provisions) or from the Passenger's failure to comply with same said law or regulations.
- (d) Carrier assumes no responsibility for damage to unchecked Baggage, unless such Damage directly results from its fault or that of its servants or agents, the proof of which lies with the Person who claims compensation.
- (e) The Carrier assumes no responsibility for any sickness, injury or handicap, including death of a Passenger, if such event stems from the Passenger's physical condition, nor is it liable for any aggravation of the said condition.
- (f) These General Conditions of Carriage with all the liability exclusions or limitations contained therein, apply to the Carrier, its Authorised Agents, servants, agents, and representatives, to the owner of the aircraft, as well as the employees, representatives and agents of said owner. The overall amount recoverable from the aforementioned persons cannot exceed the limits of Carrier's liability.
- (g) If Carrier proves that the Damage was caused, either wholly or in part, by the negligence, wrongful act or omission of the person claiming compensation, or the person from whom he/she derives his/her rights, Carrier shall be wholly or partly discharged from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the Damage. This article applies to all the liability provisions in these General Conditions of Carriage including death and bodily injury under mandatory applicable law.
- (h) Unless expressly provided otherwise, no provision in these General Conditions shall be deemed a waiver of any exclusion or limitation of liability of Carrier under the Convention or applicable law.

13.2. Damages for bodily injury:

13.2.1. In compliance with Article 17 § 1 of the Montreal Convention, the Carrier is liable for Damage sustained in the event of death or bodily injury suffered by a Passenger if they originate in an accident that occurred on board the aircraft or in the course of any boarding or disembarking operations, subject to the following liability exclusions.

13.2.2. The Carrier shall not be liable for Damage if the Carrier proves that:

- (a) Illness, injury, disability or death of a Passenger proceed from the previous mental or physical condition of the Passenger that pre-existed the Passenger's boarding on the Aircraft; or
- (b) Negligence, or wrongful act or omission of the Claimant, or of the Passenger whose rights are exercised, caused or contributed to the Damage, as per Article 20 of the Montreal Convention;
- (c) To the extent that Damage exceeds 113,100 SDR per Passenger, that such Damage was not due to the negligence or other wrongful act or omission of the Carrier, its servants, or agents as per Article 21 § 2 (a) of the Montreal Convention ;
or
- (d) such Damage was solely due to the negligence, or other wrongful act or omission of a Third Party to the extent that such Damage exceeds 113.100 SDR per Passenger as per Article 21 § 2 (b) of the Montreal Convention.

Carrier reserves all rights of recourse and subrogation against Third Parties.

13.2.3. In the event of death or bodily injury resulting from an air travel accident, as defined by Article 17 of the Convention and pursuant to Article 5 of Regulation (EC) No 889/2002 of 13 May 2002, the person identified as Beneficiary shall receive an advance payment to cover their immediate economic needs, which advance payment shall be in proportion to the hardship suffered. In the event of death, this advance payment shall be no less than the equivalent in euros of 16,000 SDR per Passenger. Subject to applicable law, said advance shall be paid within 15 days of the identification of the person entitled to compensation.

Pursuant to Article 5 of Regulation (EC) No 889/2002 of 13 May 2002 and Article 28 of the Montreal Convention, the payment of such advance or any early payment shall not constitute any recognition of liability and said amounts shall be offset against any subsequent sums paid on the basis of the Carrier's liability.

Said advance is not refundable except where proof is provided that negligence or any other wrongful act or omission of the person claiming compensation or of the person whose rights they hold caused the Damage or contributed thereto, or where the person to whom the advance was paid was not entitled to compensation.

13.3. Damage caused by Delays:

13.3.1. In case of package travel, and pursuant to Article L. 211-17 of the French Tourism Code, the liability for damages suffered by passengers due to delay rests with the Travel Agent /Tour Operator.

13.3.2. In case of « Flight only » bookings, only proven damages that are the direct consequence of a delay may give right to compensation. Indirect damages shall not be compensated. Passenger claiming damages caused by delay must prove the genuineness of such direct damage.

13.3.3. In case of damage caused by delay as defined by the Montreal Convention, and except cases where Damage was due to the negligence or other wrongful act or omission of the Carrier, the liability of Carrier shall be limited to 4,694 SDR per Passenger. The amount of the compensation is conditioned on the Passenger's proving such damage.

13.3.4. Carrier assumes no liability in case of damage caused by delays if it proves that it and its servants or agents took all measures that could reasonably be taken to avoid damage, or if it was impossible to take such measures.

13.3.5. Carrier assumes no liability in case of damage caused by delay, if the Passenger caused or contributed to such delay, or if the Damage was due to the negligence or other wrongful act or omission of the person claiming compensation or of the Passenger from whom the claimant derives his/her rights.

13.4. Damage to Baggage:

13.4.1. In compliance with Article 17 of the Montreal Convention, the Carrier is liable for Damage caused by loss or destruction of, or damage to Checked Baggage, upon the sole condition that the event which caused the loss or damage or destruction took place on board the aircraft or during any period during which the Checked Baggage were under the Carrier's custody.

13.4.2. Exoneration of Carrier's liability:

- (a) Carrier's liability in respect of destruction or loss of, or Damage to Checked and Unchecked Baggage, irrespective of whether the Convention is mandatorily applicable or not, shall be limited to 1,131 SDR for each Passenger. In the case of checked baggage, it shall assume liability even if it committed no fault, unless the baggage was defective. In the case of unchecked baggage, the Carrier shall be liable only if the damage resulted from a fault on its part.
- (b) Carrier shall not be liable for Damage to Baggage where said Damage results from the nature of or an inherent defect, quality or vice of the Baggage. And generally, the Carrier shall in no event be liable for any loss or damage to prohibited items. If Baggage or goods contained therein cause damage to other Passengers or their belongings, or to the Carrier, or to its property, the Passenger must compensate the Carrier for all losses suffered and costs incurred as a result thereof.
- (c) Carrier shall not assume any specific liability for any Damage and/or loss caused to fragile, perishable or valuable items or items that are not adequately packed unless the Passenger filed a Special Declaration of Interest (as per Article 8.7 here above) and paid the related fees.
- (d) Carrier bears no liability for Damage to Baggage caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, the Passenger whose rights are being exercised or from whom the claimant derives his/her rights.

13.4.3. Limit of Liability:

- (a) The Carrier's liability in the event of destruction or loss of, or damage to Checked Baggage is limited to 1,131 SDR per Passenger. If a higher value was declared in accordance with Article 8.7, the Carrier's liability shall be limited to the value declared unless the Carrier can provide proof that said value is higher than the Passenger's genuine interest at the time of delivery.
- (b) For Unchecked Baggage allowed in cabin, the Carrier shall only be held liable in the event of a proven fault of the Carrier, its servants or agents. Such liability is also limited to 1,131 SDR per Passenger.

- (c) The liability of the Carrier in respect of Damage caused by delay in the carriage by air of Checked Baggage shall be limited to 1,131 SDR per Passenger. When necessary, an allowance shall be granted to Passengers to cover basic needs expenses upon presentation of proof of reasonable expenses incurred by the Passenger.
- (d) In case of Damage to Baggage, the Passenger shall immediately upon arrival fill out a Property Irregularity Report (P.I.R.) or any comparable form available from the representative of the Carrier in the baggage claim area of the airport to report his/her claim. This form should state the names of each Passenger claiming Damage. If no such form is filled out immediately upon arrival, any Damage shall be assumed not to have been incurred during the Carriage, unless the Passenger provides proof to the contrary.

ARTICLE 14 – TIME LIMIT ON CLAIMS AND LIABILITY ACTION

14.1. Notification of claims for Baggage

(a) The receipt of Checked Baggage without complaint in due time shall result in a presumption that the Baggage was delivered and accepted in good condition and in accordance with the Contract of Carriage, unless the Passenger provides proof to the contrary. All missing Baggage must be declared to the Carrier as soon as the flight arrives by filling out the P.I.R. form. Likewise, any item noted as missing from Baggage must be declared to the Carrier as soon as possible.

Any declarations made subsequently may not be taken into account.

(b) In the event of damage, delay, loss or destruction of Baggage, every complaint must be made in writing and handed over to the Carrier immediately or at the latest within the respective time limits of seven (7) days in the event of damage or destruction, and twenty-one (21) days in the event of delay or loss, as from the date on which the Baggage was made available to the Passenger.

14.2. Liability Actions for Passengers

All liability actions must be filed within two years reckoned from the date of arrival at destination, or from the date on which the aircraft was scheduled to arrive, or from the date on which the Carriage stopped, under penalty of lapse.

14.3. Modifications

Neither Carrier's agents, servants or representatives, nor any agents, servants or representatives of the Charterer or of the Travel Agent are authorized in any way to change, modify or derogate from any of the provisions stated in these General Terms and Conditions of Carriage

ARTICLE 15: APPLICABLE LAW

Unless provided to the Contrary by the Convention or any applicable laws, these General Terms and Conditions shall be governed by and construed in accordance with the Laws of France. Any dispute will be brought before the Tribunal of the Carrier's Registered Headquarters.

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