Avion Express - rules and conditions of carriage for passengers and baggage

Effective 07 March 2013

Article 1: Definitions and Interpretations
1.1 Title and Headlines
The title and headlines of the Articles and paragraphs of these Conditions of Carriage are set down only to provide an overview and help with navigation through the document, and have no influence on the way the text is to be interpreted.

1.2 Definitions
Unless a different meaning is obvious beyond all reasonable doubt from the immediate context, the following terms used in these Conditions of Carriage have the meanings set out as follows:

1.2.1 (a) –„We“, -„our“, -„us“ stands for UAB „Avion Express“ .

1.2.1 (b) –„You“, -„your“
stands for the person who has entered into a carriage agreement with us, as well as for each person who, according to their Ticket, is carried or will be carried in an aircraft, except for cabin crew (see also the definition of –„Passenger“.)

1.2.2 –„Convention“
means that each of the following agreements is applicable:

* The Convention for the Unification of Certain Rules Relating to International Carriage by Air, which was signed on 12 October 1929 in Warsaw (hereinafter referred to as the Warsaw Convention);

* the Warsaw Convention, as amended at The Hague on 28 September 1955;
* the Warsaw Convention, as amended by Additional Protocol No. 1 of Montreal (1975);
* the Warsaw Convention, as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
* the Warsaw Convention, as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
* the Additional Convention of Guadalajara (1961);
* the Montreal Convention (1999).

1.2.3 –„Airline Code“ (Airline Designator Code)
stands for the two figures or three letters which identify a particular Airline. Our Airline Code is –„X9“.

1.2.4 –„Next of Kin“
are people directly related to you (children, grandchildren, parents, grandparents), or up to three times removed (siblings, nephews/nieces, uncles/aunts), your spouse and people directly related to your spouse. Your life partner is understood to be your spouse if you both live together in the same household.

1.2.5 –„Authorised Agent“
is a sales agent who we have selected to represent us in the sale of air travel services.

1.2.6 –„Total Fare“
is the total price which you must pay for the flight which you have booked with us, and is comprised of the Flight Fare according to Article 4.1 and the taxes, charges and fees not included in the Flight Fare according to Article 4.2.

1.2.7 –„Confirmation Number“
is the number, which is given to you by us or on our behalf, to identify your Flight Reservation, which has been confirmed by us.

1.2.8 –„Booking Confirmation“
is a notification, which will be sent to you by us or on our behalf by fax, e-mail or another method, if you are travelling with an Electronic Ticket. It contains the Confirmation Number, the name of the Passenger, flight information and remarks.

1.2.9 –„Check-in Deadline“
is the deadline, set by the Airline, by which time you must have completed Check-in formalities and have obtained your Boarding Card.

1.2.10 -„Coupon“
means the paper Flight Coupon as well as the Electronic Coupon. Both grant the named Passenger the right to travel on the flight named on the Coupon.

1.2.10 (a) –„Electronic Coupon“
means the data stored in our database relating to the Flight Coupon or other important documents.

1.2.10 (b) –„Flight Coupon“
means a Flight Ticket, which bears the wording —good for passage", or in the case of an Electronic Flight Ticket, the Electronic Coupon,

which shows the places between which you are entitled to be carried.

1.2.10 (c) –„Passenger Coupon“
means a Flight Ticket, which is marked as —Passenger Coupon" or —Passenger Receipt" and which is for you to retain.

1.2.11 –„Passenger“
is each person, who according to their Ticket, will or should be carried in an aircraft, with the exception of the cabin crew (see also the definition of –„you“ and –„your“).

1.2.12 –„Airline“
means an Airline that is not our Airline, whose Airline Code is given on your Ticket or on a Ticket for connecting flights.

1.2.13 –„Ticket“
means the document entitled –„Passenger Ticket and Baggage Check“ as well as the Electronic Flight Ticket. In all instances it is issued by us or on our behalf and contains the Agreement Conditions, remarks and the Coupons.

1.2.13 (a) –„Electronic Flight Ticket“
means the following items taken together: the Booking Confirmation, the Electronic Coupons, and if appropriate to the context, the Boarding Card.

1.2.14 –„Baggage“
is your personal property, which you are taking with you on your journey. Unless otherwise stated, this comprises your Checked Baggage (for which an additional charge is applied), as well as your Cabin Baggage.

1.2.14 (a) –„Checked Baggage“
is Baggage for which we apply an additional charge, which we take into our custody and for which we have carried out a baggage scan.

1.2.14 (b) –„Cabin Baggage“ is your Baggage, with the exception of your Checked Baggage.

1.2.14 (c) –„Baggage Check“
is the part of the Flight Ticket, which relates to the carriage of your Checked Baggage.

1.2.14 (d) –„Baggage Identification Tag“
is a receipt, which is issued solely for the purpose of identifying Checked Baggage.

1.2.15 –„Acts of God“
are unusual and unforeseeable circumstances outside of your control, which even with due care and attention could not have been avoided.

1.2.16 –„Damage“
refers to death, wounding or physical injury of a Passenger, as well as loss, partial loss, theft or other damage, which occur in connection with the carriage of Baggage or other incidental services carried out by us.

1.2.17 –„SDR“
stands for the currency unit which the IMF (International Monetary Fund) uses for its accounting and for its transactions with member countries. The value of a SDR is based on the market value of a basket of the four most important world currencies (US Dollar, Euro, Yen and British Pound). By comparing these currencies with the current rate of exchange the daily value of the SDR in a particular currency can be calculated. For example, on 25 April 2007 the value of one SDR was approximately 1.117 Euro.

1.2.18 –„Days“
are calendar days, including all 7 days of the week; not counting the day on which a notification message is sent, nor the day on which the Ticket is issued or the Flight is taken, owing to the fixed period of validity of the Flight Ticket.

1.2.19 –„Tariff“
means the published Fares, Charges and/or the relevant Conditions of Carriage of an Airline. Our Tariffs can be inspected on request.

1.2.20 –„Agreement Conditions“
are the conditions, which are provided to you with your Flight Ticket or Booking Confirmation or are contained within them, are labelled as such and which refer to these Conditions of Carriage and statements.

1.2.21 (a) –„Stopover“
is a scheduled stop during your journey at a point between take-off and landing locations.

1.2.21 (b) –„Agreed Stopover Locations“
are the places which are named on the Flight Ticket or are published in our timetables as scheduled stopover points on your route, not including the initial take-off and final landing locations.

Article 2: Applicability and Legal Validity

2.1 Legal Basis

With the exception of the conditions in Articles 2.2, 2.4 and 2.5, these Conditions of Carriage are only applicable on Flights or Flight Sections, which carry our name or our Airline Code on the Flight Ticket.

2.2 Charter Traffic

If carriage is offered through a charter flight agreement, these Conditions of Carriage are only applicable to the extent that they have been adopted into the charter flight agreement, by way of reference or other form of referral.

2.3 Codeshares

For some services we have reached agreements with other Airlines, which are known as —Codeshares". That means that even if you have made your reservation with us and have a Flight Ticket with our name or Airline Code on it, another Airline may be operating the aircraft. If such agreements come into force, we will inform you when you make your reservation about the Airline which is operating the aircraft.

2.4 Overriding Laws

These Conditions of Carriage are applicable, unless they conflict with our Tariffs, binding legislation or binding official regulations, in which case the Tariffs, binding legislation or binding official regulations shall apply. The validity of the remaining Conditions of Carriage shall remain unaffected.

2.5 Precedence of the Conditions of Carriage over other Regulations

In the case of conflicts between these Conditions of Carriage and other regulations for certain special cases issued by us as the basis of this contract, which are listed in Article 16, the Conditions of Carriage shall prevail, unless expressly stated otherwise.

Article 3: Flight Tickets

3.1 General Conditions

3.1.1 When your booking is confirmed by us or by our Authorised Agent a carriage agreement is created, covering the Flight Ticket issued to you, these Conditions of Carriage and any special conditions referred to. The essential details of the Flight Ticket, in particular the flight number, date, arrival and departure airports and the Passenger name are also specified in your Booking Confirmation.

3.1.2 Only those people will be carried by us, who are named as Passengers on the Flight Ticket (Booking Confirmation). The Flight Ticket is not transferable to other people.

3.1.3 The Passenger(s) named by you when booking and whose name appear on the Flight Ticket are deemed authorised to represent you in all contractual matters relating to this carriage agreement and are to be deemed as the full and final recipient of notifications and services provided by the airline, discharging the airline of any further duty with respect to these notifications and services. If, owing to the behaviour of the Passenger, or owing to a subsequent arrangement with the Passenger which changes the agreement, we have the right to demand compensation for damages, extra payment or reimbursement for expenses, according to the terms of this agreement or according to legal regulations, it is your responsibility to pay these in full. Any debts to us incurred by the Passenger must be paid for by you, as if they were your own.

3.1.4 The right to withdraw from or cancel the carriage agreement, as well as a right to a partial or full refund of the Total Fare exists only insofar as this is explicitly allowed by the Conditions of Carriage. We therefore advise you if you are in any doubt about unforeseen circumstances to take out appropriate travel insurance.

3.1.5 If you have a wholly unused ticket, the Passenger named in the Flight Ticket has been prevented from travelling by an Act of God and rebooking according to Article 5.2 is not possible, and if you inform us of this immediately and provide proof of the circumstances, we will provide you with a voucher which cannot be exchanged for cash, to the value of the Total Fare paid, less a fee, equal to the rebooking fee. We will then subtract the value of the voucher from the Total Fare of your next flight with our Airline. The voucher is valid for six months from the date issued and becomes invalid and irredeemable if not used within this period.

3.1.6 We only issue Electronic Flight Tickets. You do not have the right to be carried until you provide us with conclusive proof of your identity, which can only be by way of an officially recognised photo I.D. document (passport, national identity card). Furthermore a valid Electronic Ticket must have been issued in your name. The Electronic Ticket which was issued for you when you booked is identified by using the Confirmation Number, which you should therefore have with you at check-in.

3.2 Period of Validity

3.2.1 The Flight Ticket is, unless governed by terms in these Conditions of Carriage, valid for a maximum of 12 months from the date of issue (booking date).

3.2.2 If you are unable to take your flight either in full or in part during the period of validity owing to a factor for which we are responsible, we will extend the period of validity of the Flight Ticket or grant you the right to a refund according to Article 10.2.

3.2.3 We will also extend the period of validity of your Flight Ticket if you are prevented from continuing your journey once you have started it because of illness. The extension will be granted until the first flight is available in the Tariff category which has been paid for from the location where you are continuing your journey, upon your regaining your fitness to travel. All such illness must be confirmed by a Doctor's certificate. We will also extend the period of validity of the Flight Tickets of your Next of Kin who have accompanied you on your journey to the same extent as we have extended yours.

3.2.4 If a Passenger dies after having started the outward leg of the flight and before starting the return leg, the period of validity of the return portion of the Flight Ticket of the people accompanying the deceased Passenger can be changed by waiving any minimum stay rules or extending the period of validity. If a member of the Passenger's Next of Kin dies after the Passenger has started his or her journey, the period of validity of the Passenger's Flight Ticket and of the Flight Tickets of the Passenger's other Next of Kin, who is/are accompanying the Passenger, can also be changed. The changes can only be made upon production of a valid death certificate

and extensions to the period of validity are possible up to a maximum of 45 (forty-five) days from the date of death.

3.2.5 Irrespective of these conditions a Flight Ticket becomes invalid once all flights referred to in the Flight Ticket have been completed, unless these flights have been previously rebooked, or you have the right to rebooking regardless, according to the terms of these Conditions of Carriage.

3.3 Name and Address of the Airline
Our name can be abbreviated in the Flight Ticket to our Airline Code or in other ways. The departure airport for the first section of the flight with our Airline given in the Booking Confirmation should be taken as our address.

Article 4: Total Fare And Payment
4.1 Flight Fares
Unless expressly stated otherwise, Flight Fares only cover carriage from the departure airport to the destination airport. Such carriage does not include a passenger‘s Checked Baggage for which an additional charge is applied. Ground transport services between airports and from airports and city centres are not included. Your Flight Fare is calculated with reference to our Tariff taking into account the standard prices on the issuing date for the flight date and route stated in the Flight Ticket. Changes to your flight date or route œ insofar as these are permissible at all œ can therefore affect the price payable.

4.2 Taxes, Charges and Fees
Taxes, charges and fees, which are charged by the government, other authorities or by the operator of the airport, must be paid by you. When you purchase your Flight Ticket, you will be advised of taxes, charges and fees not contained in the Flight Fare, most of which are normally listed individually on the Flight Ticket. The taxes, charges and fees which are levied for air travel vary constantly and can also be increased after the date on which the ticket was issued. If there is an increase in the taxes, charges and fees against what is printed on the Flight Ticket, you are obliged to pay the increased amount. This is also the case if new taxes, charges or fees are introduced after your Flight Ticket has been issued.

If, however, there is a reduction or abolition of taxes, charges or fees which are not included in the Flight Fare and which you paid when your Flight Ticket was issued, and which now are no longer payable for your flight or are payable at a reduced rate, you can request that we refund the difference to you.

4.3 Further Charges

4.3.1 Certain additional services, which we provide at your request in connection with your carriage, and special expenses which are incurred by us when honouring the carriage agreement reached with you and/or which are caused by you or by a Passenger authorised by you through the carriage agreement reached with you, are not covered by the Total Fare. For these services we will charge you extra fees. Irrespective of this description, charges for services and expenses (e.g. Checked Baggage, Excess Baggage Fees or Rebooking Fees) fall into this category, as do refunds of expenses incurred and demands for compensation for losses incurred (e.g. if bank debits are not honoured).

4.3.2 The conditions under which we are entitled to levy further charges are set out in these Conditions of Carriage. Unless expressly stated otherwise, the amount will be calculated according to our table of charges. You can examine this on our website and download it from there, or you can request our call centre to send it to you. Our call centre or check-in staff will also gladly advise you over the phone or in person of our charges. Our published table of charges applies as of:-

4.3.2 (a) the time of booking, in the case of a service which we are already obliged to provide as a result of the booking itself, such as for example a rebooking (see Article 5.2.3) or the carriage of infants under 2 years of age (see Article 7.3.2)

4.3.2 (b) the time at which the service is provided or of any other circumstance, which causes us to charge a further fee, in all other cases.

4.4 Currency
Flight fares, taxes, charges and fees as well as further charges are payable in Euros, unless a different currency is indicated by us or our Authorised Agent, no later than at the time of booking.

4.5 Payments
4.5.1 The Total Fare is payable immediately once the carriage agreement has been created (see Article 3.1). If the Total Fare subsequently increases, we will notify you of the extra amount payable, at which time it will become payable. This also applies to any and all further fees which we are entitled to charge you.

4.5.2 The Total Fare is, in the absence of an arrangement which expressly states otherwise, payable by a credit card which we accept or by bank debit. On booking your flight, you grant us the right to debit your credit card account or debit your bank account. The right to debit your account also extends to any amounts subsequently charged, which we have the right to demand from you under the these Conditions of Carriage.

4.5.3 If, by way of Booking Confirmation, we have accepted the method of payment which you have chosen, the Total Fare is deemed as provisionally paid, until we ascertain or have reasonable grounds to suspect that:-

4.5.3 (a) the credit card or bank account details provided by you are incorrect or incomplete

4.5.3 (b) you are not the authorised owner of the credit card or bank account,

4.5.3 (c) for any other reason you are not entitled to access the bank account or credit card, either completely or to an extent which will prevent you from honouring your financial commitment to us as created by the carriage agreement,

4.5.3 (d) you have cancelled the debit authorisation which you had granted us,

4.5.3 (e) the credit card company or bank does not grant payment of the amount requested by us on the basis of the debit authorisation you granted us,

4.5.3 (f) the amount which we debit from your credit card or bank is transferred back into your account either in full or in part, or the monies are returned to you in whatever way.

4.6 Consequences of late payment or failure to pay
4.6.1 Until the Total Fare is paid in full or according to Article 4.5.3 is deemed as provisionally paid, we have the right to refuse to provide all of the services which we have agreed to provide in this agreement, in particular to refuse to carry you.

4.6.2 If one of the cases mentioned in Article 4.5.3 (a) to (f) occurs, or if you do not keep to a payment deadline which we have agreed with you, we have the right,

4.6.2 (a) to cancel your reservation and to refuse to carry you, without any further deadlines, warnings or notifications being necessary,

4.6.2 (b) to block your online user access to our website and to refuse further bookings from you, or for you as a named Passenger,

4.6.2 (c) to pass your unrecovered debt to a debt collection agency,

4.6.2 (d) in cases mentioned in Article 4.5.3 (f) (monies transferred back), to charge you a reverse transfer fee according to our table of charges (Article 4.3.2) to cover the extra expense and work caused to us in this case, insofar as you are responsible for causing the reverse transfer and you do not prove to us that no loss, or a smaller amount of loss than the amount of the fee, was incurred by us,

4.6.2 (e) to demand that you refund any other losses incurred by us.

Article 5: Reservations
5.1 Reservation requests
5.1.1 We only issue tickets together with a reservation. In the unlikely event that this is not the case and you are issued a ticket without a reservation, a reservation can be subsequently for a flight, as long as there are still places available in the appropriate Tariff category.

5.1.2 We or our Authorised Agents will register your reservation(s). On request we will supply you with written confirmation of your reservation.

5.1.3 Our Flight Fares are subject to conditions which limit or remove your right to change or cancel your reservation.

5.2 Changes to bookings
5.2.1 Flight bookings can be changed up to two hours before the scheduled departure of the original flight for the same flight route and the same Passenger, as long as seats on the new flight are available. It is not possible to change the Passenger or the flight route.

5.2.2 Changes to bookings at a later time (changes to bookings after the flight has departed) are only permitted in the situations described in Article 3.2.2, Article 3.2.3, Article 3.2.4, Article 5.4.1, Article 9.1.2, Article 9.2.2.1, Article 9.2.2.2 and Article 15.5.3 (b), and only if the new booking occurs immediately upon the removal of the cause of the hindrance.

5.2.3 Except in the situations described in Article 3.2.2, Article 5.4.1, Article 9.1.2, Article 9.2.2, Article 15.5.3 (b), we charge a flat fee for changes to bookings, which you can find in our table of charges (Article 4.3.2). If the Total Fare for the new flight is higher, you must also pay the difference. If the new flight costs less, we will not refund the difference.

5.2.2 Changes to bookings are carried out via us or our Authorized Agents . The new flight dates must completely fall within the period of validity of your Flight Ticket, unless there are circumstances under which we will extend the period of validity of the Flight Ticket, in accordance with Article 3.2. It is only possible to change a booking to a flight which, at the time of the booking change, is loaded into our reservation system and available for booking.

5.3 Occupation of seats
We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat. However, we reserve the right to allocate or reallocate seats at any time, if we deem it necessary for reasons of flight safety, security or for operating reasons. We are furthermore entitled, but not obliged, to grant Passengers priority in choosing a seat on the basis of the order in which they checked in.

5.4 Reconfirmation of reservations
5.4.1 Please note that in some cases you may need to reconfirm your flight reservation in order for us to keep your reservation for your return flight. Reconfirmation must be made at the latest 24 hours before your return flight at our call centre or at our ticket desk at the return flight's departure airport. You can find the telephone number on our website or on your Booking Confirmation. Reconfirmation is not necessary if there is less than 24 hours between arrival at the destination and the return flight. If you do not reconfirm your booking when this is required we can cancel your reservation on the return flight. If you then later inform us that you wish to take the return flight as planned, we will reactivate your reservation and carry you if there are still places available on your desired flight. If this is not the case, we will make a reasonable effort to carry you to your destination airport. We would, however, draw your attention to the fact that this may lead to an increase in the Total Fare and that payment of any additional monies can be a condition of your being carried by us. Please see Article 4.1.

5.4.2 You should verify whether reconfirmation is necessary with every Airline which is carrying you on your journey. If it is necessary, you must reconfirm with the Airline whose Airline Code appears on your Flight Ticket for the flight in question.

5.5 Cancellation of Reservations
If we legitimately cancel your reservation your Flight Ticket will become invalid at the latest after the completion of the flights concerned. The only case in which this does not apply is when these flights were previously rebooked, or if you have the right to rebooking regardless, according to the terms of these Conditions of Carriage.

Article 6: Check-in and Boarding
6.1 Check-in
6.1.1 In the vast majority of cases the check-in desk opens two hours before the scheduled departure time. We recommend that you arrive at check-in two hours before your flight is due to depart. Passengers who are not in possession of a boarding card at the latest 30 minutes before the scheduled departure time can not then be checked in. However, check-in times are different in every airport and therefore minimum check-in times can also be longer, owing to prevailing conditions at a particular airport. We therefore strongly recommend you to inform yourself of the check-in deadlines in each individual case. Your journey will be smoother if you allow yourself enough time and observe the check-in deadlines.

6.1.2 (a) All passengers, including children and infants, must present a valid officially recognised photo ID document at check-in. This applies, irrespective of national/international travel regulations, also to domestic flights and to flights to and from Member States of the Schengen Agreement. On international flights, national immigration and exit regulations must also be observed and the necessary identity papers and other documents, such as visas, must be produced. We must refuse you check-in if these documents cannot be shown.

6.1.2 (b) The names on the identity document and on your Flight Ticket (Booking Confirmation) must be the same. Only Passengers who have made a booking can be checked in. It is not possible to make changes to a booking (changing the Passenger) once booking has occurred.

6.1.2 (c) Passengers and their Baggage will be subjected to a thorough security screening by us. We are therefore entitled in accordance with Article 8.6 to search you and your Baggage. Certain items may not be carried into the cabin or are prohibited from being transported in the aircraft in any way. You should therefore closely observe these particular conditions set out in Article 8 when packing your Baggage. This will make our job easier and will spare you any trouble at check-in. When necessary we will have to ask you to transfer items from your Cabin Baggage into a piece of your Checked Baggage or even completely refuse to check in your Baggage.

6.2 Boarding
At check-in you will find out from which gate you can board the aircraft and at what time you must be at the gate at the latest. Please note that at every airport there are security and control procedures to pass through before the gate area can be reached, and that we have no control over how long these procedures can take. We recommend that you go through the security check as soon as possible, since waiting times can vary according to the prevailing circumstances.

6.3 Consequences of being late
We reserve the right to cancel your reservation if you do not keep to the check-in deadline or you do not arrive at the gate by the time specified. This also applies if we were not able to check you in owing to a reason specified in Article 6.1.2. In this case you do not normally have the right to a refund or a voucher to the value of the Total Fare (see Article 5.5).

Article 7: Refusal and Restriction of Carriage
7.1 The right to deny carriage
We can refuse to carry, or to carry any further, you or your Baggage, if we have reason to believe on the basis of certain facts that

7.1.1 this is necessary to observe current legal regulations, or orders and regulations of authorities;

7.1.2 carrying you or your Baggage could endanger the health or safety of others or could interfere with the physical welfare of other Passengers or the crew;

7.1.3 your physical or mental state, including if under the influence of drugs or alcohol, poses a risk or a danger to you, to other Passengers, the crew or the property of others;

7.1.4 you have committed an offence as described in Article 11.1 on a previous flight and we have reason to suspect that you could repeat such behaviour;

7.1.5 you have refused to cooperate with a security check;

7.1.6 you have not paid in full any Flight Fares, taxes, charges or other fees levied by us;

7.1.7 you are not in possession of valid travel documents, you wish to enter a country which you are only entitled to travel through or for which you have no valid travel documents, you destroy your travel documents during the flight or you refuse to hand over your travel documents to the crew in exchange for a receipt when asked to do so;

7.1.8 you are unable to prove that you are the person named in the Flight Ticket (Booking Confirmation);

7.1.9 you fail to follow our instructions relating to flight safety or security.

7.2 Passengers who require special assistance
7.2.1 Please note that we can only carry unaccompanied children, disabled people, pregnant women, people who are ill or other people who need special assistance if this has been expressly agreed with us beforehand. Bookings for Passengers with special needs

should therefore be made via our call centre. If a booking has been made via the internet, the call centre must be informed as soon as possible and in detail of the assistance requested, along with the Confirmation Number of the flight concerned.

7.2.2 Pregnant women may start their journey up to the thirtieth week of pregnancy and the return journey may be made up to the twenty-eight week of pregnancy, as long as they are in possession of a Doctor's certificate, confirming the stage of the pregnancy and the woman's suitability to fly.

7.2.3 Irrespective of the need of notification on an individual basis and unless an arrangement has expressly been made to the contrary, the following rules apply:

7.2.3 (a) Passengers with special needs may not sit next to emergency exits for safety reasons.

7.2.3 (b) We can only carry a maximum of one Passenger per flight whose disability requires the presence of an accompanying person, unless the Passenger travels with their own accompanying person who is there for this purpose. A person cannot be classed as an accompanying person if he or she is responsible for accompanying more than one Passenger.

7.2.3 (c) Passengers' foldable wheelchairs can be carried in addition to the normal Baggage allowance, at no extra charge. However, it is not possible for us to carry wheelchairs with batteries which are not sealed or which are not leak-proof. We can normally only carry a maximum of two Passengers with foldable wheelchairs per flight. It is only possible for us to carry a larger group of passengers with wheelchairs by prior arrangement.

7.2.3 (d) For Passengers who have no mobility, or who cannot walk without help, or cannot climb the steps into the aircraft or cannot walk longer distances, wheelchairs are provided at the airport. It is not possible to transport ill people who must lie horizontally, i.e. who would require a stretcher, on our flights.

7.2.3 (e) As a rule we allow Passengers to take guide dogs for the disabled with them. We would advise you to consult Article 8.10.3. However, special rules apply for the United Kingdom relating to the import and export of animals. We would ask you to seek information from their website at http://www.defra.gov.uk .

7.3 Carriage of Children
7.3.1 We may carry children who are not younger than 6 years old at a Unacompanied Minor (UMNR) status. These children pay full adult price. They are provided with assistance by our personal.

7.3.2 Children who have not yet reached their second birthday on the day of travel will be carried as long as they sit on the lap of the adult who is accompanying them. Otherwise children and young people pay the same Tariffs as adults. We would advise you, however, that there are no child seats on board our aircraft.

Article 8: Baggage

8.1 Free Baggage Allowance
The carriage of your non-checked Baggage on board the aircraft as Cabin Baggage is included in the Flight Fare, as long as it meets our conditions for the Cabin Baggage allowance. This must be declared as such at check-in and must have a maximum weight of 8 kg and maximum dimensions of 56 cm length x 45 cm width x 25 cm depth.

8.2 Baggage Attracting an Additional Charge

8.2.1 Checked Baggage in suitcases or similar compact containers for which carriage must be purchased on a per-unit-basis, with a maximum weight of 20 kg per unit.

8.2.2 Baggage, which does not qualify for inclusion in the Free Baggage Allowance or which exceeds the limit of 8.2.1 above, owing to its weight, its bulkiness or other difficulties it poses, is Excess Baggage and can only be carried on payment of a supplementary fee.

8.2.2 There is no obligation for us to carry your Excess Baggage. We will, however, if capacity is available, accept Excess Baggage up to a maximum weight of 35 kg per Passenger. This must be agreed with us on a case-by-case basis.

8.2.3 You can find out how much the Excess Baggage fee is by consulting our table of charges (Article 4.3.2) or by asking our call centre or at our check-in desks. The charges published on the day of the flight in question are the ones which apply.

8.3 Cargo
We do carry cargo on our flights. Baggage can therefore only be carried as either Cabin Baggage or Checked Baggage (see 8.2.1), and must be carried together with a passenger.

8.4 Items which will not be accepted as Baggage
8.4.1 Your Baggage must not contain:

8.4.1.1 Items which could be used to endanger the aircraft or people or property on board. These are individually listed in the Dangerous Goods Regulations of the International Civil Aviation Organisation (ICAO) and the International Air Transport Association (IATA). This applies in particular to

- gas bottles, deep frozen flammable, non-flammable and poisonous gases such as butane, oxygen and propane, including butane gas, camping gas and blowtorches,
- CS and pepper sprays and all sprays which inhibit or influence movement or normal behaviour,
- flammable liquids and solids such as for lighters or heating units or such as paint and matches,
- poisons such as insecticide, weedkiller, arsenic and cyanide,

- radioactive material, oxidising materials and organic peroxides such as bleach and fibreglass repair boxes
- infectious substances such as bacteria and viruses
- irritating substances such as mercury, acids, alkaline substances and wet cell batteries.

Please note that matches and lighters may only be carried in Cabin Baggage and only in quantities which are usual for personal use, but may not be carried in Checked Baggage.

If you are unsure about what items you may take with you, please call us or ask at the check-in desk.

8.4.1.2 Items, whose carriage is forbidden owing to the national legislation or official regulations of a country, via which or to which the aircraft is flying.

8.4.1.3 Items which are justifiably judged by us as unsuitable for carriage in the type of aircraft being used for the flight, because they are dangerous, or because of their weight, odour or content, their size or shape or because they are in any way delicate, fragile or perishable, or because they will unacceptably affect the comfort of other Passengers.

8.4.1.4 Firearms and explosives, handguns, automatic weapons, ammunition including blanks, gun sights, fireworks, flares, smoke canisters and fire-crackers.

8.4.2 Firearms for sporting and competition purposes and a maximum of 5 kg of ammunition may be carried in Checked Baggage when it is declared at check-in and appropriately packed. The regulations of the ICAO and IATA as referred to in Article 8.4.1.1. apply here. Special check-in times apply in this case, which you should enquire about with us beforehand.

8.4.3 Weapons, such as antique firearms, swords, knives and similar items can also be accepted as Checked Baggage at our discretion. They are, however, not allowed in the aircraft cabin.

8.4.4 Your Checked Baggage may not contain money, jewellery, precious metals, computers, personal electronic equipment, documents of financial value or other valuables, keys, medicines, business documents, ID passes, passports or similar identity documents.

8.4.5 We will not carry wheelchairs unless they have sealed and leak-proof batteries, we also will not carry extra oxygen for personal use, stretchers, prams or motors.

8.4.6 Prams, strollers, children car seats, Snow ski equipment, Golf equipment, Wheelchair, Bicycles, Angling equipment, Diving equipment, Water ski equipment, Surfboard/kite boards, Windsurfing boards, Weapons and ammunition, Musical instruments, Fragile artwork are not considered a normal luggage. Avion Express recommends that these articles would be packed in such a way that damage will not occur during transport. Avion Express will cover expenses for damages only if the transported goods have been properly packaged. We strongly recommend our passengers to take out travel insurance for any of the above-mentioned items. Passengers are responsible for ensuring that their luggage is properly packed. Each passenger is solely responsible for packing their luggage in such a way that the contents cannot be damaged. All checked baggage must be clearly marked with name, e-mail, phone number and address.

8.4.7 NOTICE OF BAGGAGE LIABILITY LIMITATIONS You must not include in Checked Baggage money, jewelry, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples, wet clothing or other wet items that may coerce damage to other content in your luggage. Liability for loss, delay or damaged baggage is limited unless a higher value is declared in advance and additional charges are paid. Excess valuation may not be declared on certain types of articles. Avion Express assume no liability for fragile, valuables or perishable articles: cash, negotiable bonds, deeds, business papers, etc. Jewelry, antiques, or similar valuable items. Any item of a fragile or brittle nature (e.g. glassware, optical). Electrical or electronic components (e.g. computers, audio or photo equipment). Food or any other perishable items. Any item that has insufficient packaging (e.g. surfboard, windsurfer, skis, bicycle, baby chart or trolleys). Any vessel or bottle containing a fluid that is packed within a item of baggage and due to leakage or breakage subsequently courses damaged to other items. Any item that is strapped to the outside of a bag and subsequently is lost or damaged. Any item that is taken inside the cabin by the passenger. Any consequential loss arising out of a loss, mishandling or damage to the passenger's baggage.

8.4.8 ONWARD FLIGHTS AND INTERLINE BAGGAGE. Please note that Avion Express flights do not involve any interline cooperation with other airlines. This means that you will have to treat flights with other airlines as if they are the first flight in your journey. When you fly with Avion Express and go on with—or arrive from—other airlines, you will always have to collect your baggage, go through the passport control (in the UK only) and customs and then check in again from Avion Express point of departure. We do not accept any liability for any kind of cost or issues arising from bags being interlined on our flights. It is in your interest to observe the check-in times and other requirements of all airlines concerned. We will not take any responsibility whatsoever for your flights other than those with Avion Express, and we do not undertake that your flight with us will arrive in time for you to connect with an onward flight provided by another airline.

8.5 The right to refuse to carry Baggage

8.5.1 Apart from the exceptions mentioned in Articles 8.4.2 and 8.4.3 we will refuse to carry or carry further the items described in Article 8.4.

8.5.2 We can refuse to carry Baggage when we justifiably consider it to be not suitably and securely packed in a container fit for the purpose. Information relating to packaging and unsuitable containers can be provided on request.

8.6 Right to Search

For reasons of flight safety and security we can ask to search and examine you and to search, examine and x-ray your Baggage. If we cannot contact you, your Baggage can be searched in your absence. This happens in order to ascertain whether your Baggage contains an item described in Article 8.4.1, or a firearm, piece of ammunition or other weapon which was not declared to us in accordance with Articles 8.4.2 or 8.4.3. If you do not consent to such a request we can refuse to carry you and your Baggage.

If a search or examination causes damage or injury to you or an x-ray or examination damages your Baggage, we are only liable for such damages, if we have caused them through negligence of our duties.

8.7 Checked Baggage
8.7.1 Where the applicable additional charge has been paid, and after you have presented your Baggage to us, we will take custody of it and attach a baggage identification tag to each piece of Baggage.

8.7.2 Each piece of Checked Baggage must have your name or other personal identification attached to it.

8.7.3 Checked Baggage will, if possible, be carried on the same aircraft as you unless we decide for safety, security or operational reasons to carry it on an alternative flight.

8.8 Cabin Baggage
8.8.1 If your Baggage does not meet the requirements set out in Article 8.1.2 it must be checked in. In addition the following items may not be taken into the cabin of the aircraft:

- Toy weapons or replica weapons (whether plastic or metal)
- Nail files (paper files are permitted)
- Slingshots
- Cutlery
- Knives, whatever the length of blade
- Paper knives
- Razor blades
- Tools
- Darts
- Scissors
- Syringes
- Knitting needles
- Sports bats and rackets
- Billiard, snooker or pool cues

8.8.2 Items which are unsuitable for carriage in the hold (e.g. delicate musical instruments) and which do not meet the requirements set out in Article 8.1.2 will only be carried in the cabin when you inform us in advance and we have permitted them.

8.9 Collection and Delivery of Checked Baggage
8.9.1 You are required:
To collect your Baggage as soon as possible at the destination or a stopover. If you do not collect your Baggage within a reasonable time, we will charge a storage fee in accordance with our Tariffs. If you do not claim your Checked Baggage within three months we may dispose of it without any liability to you. We will, however, make a reasonable effort to inform you first.

8.9.2 We have the right to give Checked Baggage to the holder of the Baggage Check, if issued, and the Baggage Identification Tag, without further checks as to this person's entitlement to the Baggage. This is unless circumstances have been made known to us which give us cause to doubt the entitlement of the Baggage Check holder to the Baggage.

8.9.3 If a person who requests a piece of Checked Baggage cannot produce the Baggage Check, if issued, and the Baggage Identification Tag, in order to identify the Baggage, we will only issue the Baggage to this person if he or she can prove to our satisfaction their entitlement to the Baggage.

8.10 Animals
The Carriage of Animals is only possible with our prior permission. If we grant permission, we will only transport animals under the following conditions:

8.10.1 You must make sure that animals such as dogs, cats, household birds and other pets to be transported are accommodated in suitable watertight transport holders and that valid health and inoculation certificates, import permits and other documents are present, which are required for the destination country and also for any transit countries. If these are missing, the animal or animals will not be accepted for carriage. Carriage of animals can also be subject to further conditions which you can obtain from us on request.

8.10.2 If we have accepted an animal for carriage, the animal and its container and food are not counted as Free Baggage, but as Excess Baggage, for which you must pay a special supplementary fee. If we have accepted an animal or animals for carriage, we can only do so up to a total weight of 8kg (animal and animal container).

8.10.3 Accompanying dogs (guide dogs), who are accompanying handicapped Passengers will be carried free of charge in addition to the normal Free Baggage allowance. Passengers who wish to travel with a guide dog must inform the Avion Express Reservation Centre or OCC in advance by telephone on +37052001040. In order to make sure that all of the necessary measures are taken you must also check in at least two hours before the planned departure time of your flight. Please also note Article 7.2.3 (e).

8.10.4 We are not responsible for an animal, whose export, import or health certification documentation or other documents, which are necessary for the import or transit of the animal into a country, state or territory, are incomplete or not in order. You and the Passenger who is travelling with the animal, are liable and responsible for all fines, costs, losses and obligations which incur to us or are imposed on us through such incomplete documentation.

Article 9: Schedules, Delays, Cancellation of Flights
9.1 Schedules
9.1.1 Flight times given in schedules can change between the date of their publication and the date of departure. We cannot guarantee them.

9.1.2 Before we accept your booking we will indicate to you the scheduled flight time, which is applicable at this time and this will be given on your Flight Ticket. It is however possible that we will have to change the scheduled flight time after we have sent you your Booking Confirmation. If you give us a way of contacting you we will make an effort to inform you of these changes. If a major change in the timing of the flight occurs once you have already purchased your Flight Ticket, which is not acceptable to you, and it is not possible for us to rebook you onto another flight, you have in accordance with Article 10.2 the right to a refund of the Total Fare.

9.1.3 Please note when planning your journey, that we are a point-to-point airline offering direct connections. Connecting flights and the services which accompany them are therefore not offered by us. Should you still wish to combine more than one of our flights, or combine one of our flights with a flight from another airline, you do so at your own risk.

9.2 Cancellation, Diversion, Delays, etc.
9.2.1 We will take all necessary measures to carry you and your Baggage without delay. In order to achieve this to the best possible satisfaction of our Passengers, in particular to avoid flights being cancelled, we have the right in exceptional circumstances to allow a flight to be operated by another Airline on our behalf and/or with another aircraft.

9.2.2 If we cancel a flight or make an unacceptable change from our flight schedule or we do not land at your destination airport, you can choose whether we:

9.2.2.1 carry you on another of our scheduled services on which there is a free seat which does not require a higher fare to be paid, and if necessary extend the validity of your Flight Ticket; or

9.2.2.2 carry you onwards to the destination given in your Flight Ticket within a reasonable period of time. This can be through our own service, that of another Airline or through another mutually agreed class or mode of transport at no extra charge. If the Total Fare for the amended flight route is less than the price paid by you we will refund the difference; or

9.2.2.3 offer you a refund of the Total Fare in accordance with the conditions of Article 10.2.

9.2.3 Our liability for further damages remains unaffected by this and is governed by Article 15.

Article 10: Rules Governing Refunds
10.1 Refunds Procedure
The conditions set out in this article govern solely the manner in which refunds are to be made, once a refund has become payable as a consequence of a particular term in these Conditions of Carriage. In such a case the following is applicable:

10.1.1 Unless this Article states otherwise, we are entitled to make a refund either to the Passenger named in the Flight ticket or to the person who has paid for the Flight Ticket œ upon production of conclusive proof of payment. When payment is made by credit card or by bank debit we will transfer the amount of the refund back to the credit card or bank account unless agreed otherwise.

10.1.2 If a Flight Ticket has been paid for by a person other than the Passenger named on the Flight Ticket, and it states on the Flight Ticket that there is a refund restriction, we will only make the refund to the person who paid for the ticket or on the instructions of this person, we will make the refund to another person.

10.2 Amount of obligatory refund
10.2.1 If you have the right to a refund in accordance with Article 3.2.2,9 or 15.5.3 (a), the amount of this refund is:

10.2.1.1 if no part of the Flight Ticket has been used, the same as the Total Fare.

10.2.1.2 if one part of the Flight Ticket has been used, the amount refunded will be not less than the difference between the Total Fare paid and the published Flight Fare for the journey between the places for which the Flight Ticket has been used.

10.3 Amount of voluntary refund
10.3.1 If you are entitled to a refund of your Flight Ticket owing to reasons other than those set out in Article 10.2, the amount of this refund is:

10.3.1.1 if no part of the Flight Ticket has been used, the same as the Total Fare minus service costs and cancellation fees as set out in our table of charges (Article 4.3.2).

10.3.1.2 if one part of the Flight Ticket has been used, the amount refunded will be the same as the difference between the price paid and the price for the journey between the places for which the Flight Ticket has been used, minus service costs and cancellation fees as set out in our table of charges (Article 4.3.2).

10.4 The right to refuse to pay a refund
10.4.1 We may refuse to pay an otherwise justified refund if the application is made after the expiry of the Flight Ticket's period of validity.

10.4.2 We may refuse to refund a Flight Ticket, which is presented by us or a government official as proof of your intention to leave a country, until you can conclusively prove that you have permission to stay in the country concerned or that you are leaving this country using a different Airline or another mode of transport.

10.5 Currency
We reserve the right to pay the refund in the same manner and in the same currency in which the ticket is normally paid for.

10.6 Who the refunds are made by

Voluntary refunds are made only by the Airline, which originally issued the Flight Ticket or through their Authorised Agents.

Article 11: Behaviour on Board the Aircraft

11.1 General

If it is our objective opinion that you conduct yourself on board in such a way that you endanger the aircraft, any person or property on board, or that you obstruct the crew in the performance of their duties or you fail to comply with any instructions of the crew, including instructions relating to smoking, alcohol or the use of drugs, or if you behave in such a way which may cause objection, disturbance, damage or injury to other passengers or crew, we may take such measures as we deem necessary to prevent such behaviour from continuing, including physical restraint. You can be removed from the aircraft and your further carriage may be refused. You can be prosecuted for offences committed on board the aircraft.

11.2 Electronic Equipment

For safety reasons we may limit or prohibit the use of electronic equipment, including but not limited to mobile telephones, laptops, recording equipment and radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. The use of hearing aids and heart pacemakers is permitted.

11.3 Alcoholic Drinks

The consumption of alcoholic drinks brought on board by Passengers is not allowed.

Article 12: Agreements for Additional Services

12.1 If we make an agreement with a third party relating to additional services for you, in order to provide services other than carriage on board the aircraft, or if we issue a Flight Ticket or Voucher/Receipt in respect of carriage or services (other than carriage by air), which will be provided by a third party œ such as hotel reservations or car hire œ we shall be acting exclusively as an agent of the third party.

12.2 If we also offer you ground transport services, these may be subject to other conditions. These conditions are available from us on demand.

Article 13: Administrative Formalities

13.1 Travel Documents

13.1.1 You are responsible for acquiring all of the necessary travel documents and respecting all applicable laws, regulations, orders, directives and travel requirements of the countries in to which, from which and through which you are travelling.

13.1.2 Before the start of your journey you must submit all exit, entry, health and other documents, which are required by the country concerned by way of its laws, regulations, orders, demands or other requirements, and you must allow us to make and keep photocopies of these documents. We reserve the right to deny carriage to you if you do not meet these requirements or your travel documents do not appear to us to be in order.

13.2 Responsibility for fines, detention costs, etc.

13.2.1 If we are required to pay a fine or to pay detention costs, or other expenditure on account of your failure to respect or abide by the laws, regulations, orders, directives or other travel requirements of the countries concerned, or your failure to produce the necessary documentation, you are obliged to reimburse us on demand any expenses incurred by us. We may use the value of the unused portion of your ticket or your property which is in our custody as part settlement of this payment.

13.2.2 If you are refused entry into a country, you are responsible for paying us for the cost of carrying you out of that country. The price payable for carriage to the place where entry was refused or denied will not be refunded by us.

13.3 Customs inspections/searches/audits

If required, you must allow customs or government officials to search your Baggage. We are not responsible for loss or damages which you suffer as a consequence of this search or as a consequence of your failure to comply with this demand.

13.4 Security search/inspection

You are obliged to undergo any and all security searches by representatives of authorities, airport officials, carriers or us.

13.5 Personal Data

13.5.1 You acknowledge that your personal data is passed onto us for the following purposes:

Carrying out a reservation, acquiring a Flight Ticket, acquiring additional service and carrying out payment, preparing and offering services, simplifying immigration and customs procedures and making this data available to government officials relevant to your journey. To these ends you grant us the authority to gather, store and use this data and to transmit it to our offices, our Authorised Agents, government officials, other Airlines or to those who are providing the services named above.

13.5.2 Unless you expressly restrict the use of your data, we may also use it to inform you of our offers. For this purpose we may keep your data stored beyond the time necessary for the completion of the carriage agreement and transmit it to the partners with which we cooperate for the same purpose.

Article 14: Order of Carriage

Carriage by us or by other Airlines on one Flight Ticket is seen as one instance of carriage in accordance with the Convention. However, please see Article 15.1.5.

Article 15: Liability for Damage

15.1 General
15.1.1 The liability of other Airlines who are involved in your journey is unaffected by the regulations set out in this Article and is governed by their own terms or applicable legal provisions.

15.1.2 In no case does our liability exceed the amount of proven Damage.

15.1.3 We are only liable for indirect or consequential Damage if we have caused these intentionally or through gross negligence. This does not apply to indirect or consequential Damage arising from death, injury or health damage to a person, which arose from negligence of our duties. The terms of the Convention remain unaffected.

15.1.4 If the Damage was caused by or contributed to by the actions of the person who suffered the Damage, we may be exonerated wholly or in part from our liability in accordance with applicable law.

15.1.5 We are liable only for Damage occurring on our flights. If we issue a Flight Ticket for carriage on the flights of another Airline or accept Baggage for carriage on the flights of another Airline, we are solely acting as agent for that Airline. Nevertheless, in the case of Checked Baggage you have the right to claim compensation for Damages against the first or last Airline in a consecutive series of carriages as you see fit.

15.1.6 We are not liable for Damage arising from our compliance with any laws or government regulations, orders or requirements or for Damage which occurs when you or the Passenger do not comply with them.

15.1.7 Any exclusion or limitation of our liability shall apply to and be for the benefit of our Authorised Agents, employees or other representatives and any third party, whose aircraft is used by us, including the third party's Authorised Agents, employees and other representatives. The total amount which can be recovered from us and from such other people as compensation for Damage may not exceed the amount of liability applicable to us.

15.1.8 Unless expressly stated to the contrary, the conditions of this Section also apply without restriction to the specific cases set out below.

15.2 Personal Injury or Death
15.2.1 If a Passenger is killed, wounded or in any other way injured while on board the aircraft or while boarding or disembarking, our liability is based upon

* the EC Council Regulation 2027/97 of 9 October 1997 on air carrier liability in the event of accidents,

* in the case of international flights, it is extended according to the terms of the Convention and

* these Conditions of Carriage.

15.2.2 (a) Our liability for such Damage shall be unlimited in its amount and is not covered by the limits to liability set out in Article 22 of the Convention or other regulations contained in aviation legislation.

15.2.2 (b) For claims up to the amount in Euros equivalent to 100,000 SDR we will not take advantage of any exoneration or limitation to our liability, even if we can prove that we or our staff took all necessary measures to avoid the Damage or that it was impossible for these measures to be taken.

15.2.2 (c) Furthermore, the exclusions set out in the Convention and in applicable national law apply in full.

15.2.3 In the case of such Damage we will without delay, and in any event not later than 15 days after the identity of the natural person(s) entitled to compensation has been established, make such advanced payments as may be required to meet the immediate financial needs of that/those person(s) on a basis proportional to the hardship suffered. In the event of death this advance payment will be at least the equivalent in Euros of 15,000 SDR per Passenger. This advanced payment is in no way an admission of liability by us and may be offset against any subsequent sums payable if we are later held liable. The advanced payment is not returnable unless it is ascertained that the Passenger is also partly or fully responsible for the Damage or if it is subsequently proven that the person(s) who have obtained the advanced payment caused or contributed to the Damage by negligence or the person(s) who received the payment was/were not eligible for it.

15.2.4 If we carry a Passenger whose age, mental or physical condition is such that carriage poses a danger to the Passenger his or herself, we shall not be liable for any kind of personal injury or damage (including Death), insofar as it is caused by this condition. Passengers for whom carriage could pose a risk on these grounds must inform us beforehand so that we can check whether and under what circumstances they may be carried without danger.

15.3 Damage to Baggage
15.3.1 Our liability for damage, destruction or loss of Baggage is limited to the following maximum amounts:

15.3.1 (a) for international carriage, and irrespective of whether the Convention is applied or not, for baggage to the equivalent in Euros of 1000 SDR per Passenger

15.3.1 (b) for carriage completely within the Federal Republic of Germany to the amount of 1,700 Euros per Passenger for items which the Passenger wears on his or her person or which the Passenger checks in as Baggage.

15.3.2 These limitations to liability do not apply, if Damage was intentionally caused by us or through gross negligence, and in the terms of the Convention if intentionally or recklessly brought about.

15.3.3 Insofar as we prove that we or our staff have taken all necessary measures to avoid the Damage or that it was impossible for

these measures to be taken, we shall not be liable.
15.3.4 For Damage to or loss of items which according to Article 8.4 may not be contained in Baggage, in particular fragile or perishable items contained in Checked Baggage (computers or other electronic equipment), jewellery, silver, money, documents of financial value, keys, medicine, business documents or samples, passports or identity documents, we shall only be liable insofar as we or our Agents have caused the Damage or loss through gross negligence or with intent; the provisions of the Convention remain unaffected.

15.3.5 We are not liable for Damage which is caused by items in the Passenger's Baggage unless we or our Agents have caused this through gross negligence or with intent. If these items cause Damage to the Baggage or another Passenger or to our property, the Passenger must compensate us for all Damage and expenses which are incurred by the air-freight carrier.

15.4 Loss and Damages caused by delay
15.4.1 Insofar as we have to compensate loss and damages caused by delay to carriage of Passengers or Baggage by air, our liability is limited to a maximum amount equal to

* the equivalent in Euros to 4150 SDR per Passenger or
* if only Baggage is affected by the delay, the amounts listed in Article 15.3.1.

15.4.2 The conditions of Articles 15.3.2 and 15.3.3 apply accordingly.

15.4.3 These regulations apply accordingly, insofar as we have to compensate loss and damages caused by non-carriage of Passengers or Baggage.

15.5 Failure to be Carried as a result of denied boarding
Passengers Rights in the event of denied boarding and of cancellation or long delay of flights are based on the regulation No. 261/2004 on 11 February 2004, establishing common rules on compensation and assistance to passenger in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91

15.5.1 If more Passengers possessing a confirmed booking for a flight than there are places available (overbooking) present themselves for the flight prior to departure, having observed all other conditions necessary to be carried, and Passengers must therefore be denied boarding for reasons for which we are responsible, although

15.5.1 (a) a Flight Ticket has been issued to the Passenger in the proper manner and the booking for the flight in question and the class of carriage in question has been entered into the relevant Flight Coupon by us or one of our Authorised Agents, and

15.5.1 (b) the Passenger appears at the airport for departure at the time stipulated by the air carrier, then the following rules shall apply.

15.5.2 When allocating the available seats we will give priority to unaccompanied children, Passengers who are ill or who have disabilities. Subsequently Passengers will be assigned places in the order in which they arrived, while taking reasonable account of their need to be carried.

15.5.3 Passengers who are turned away may choose between:

15.5.3 (a) Refund of the Flight Fare for the unused part of their ticket,

15.5.3 (b) Rebooking to their destination according to their Flight Ticket at the choice of the Passenger either on the next available flight or at a later date.

15.5.4 In addition to this, each Passenger who is turned away has the right to compensation, the amount of which is calculated as follows:

Distance from destination	Amount
up to 1,500 km	250.00 EUR
1,500 œ 3,500 km	400.00 EUR
More than 3,500 km	600.00 EUR

15.5.5 If the one-way Flight Fare for the route in question is less than the compensation amount, the one-way Flight Fare will be refunded.

15.5.6 The Passenger may choose to be paid in cash or in flight vouchers. If the Passenger is carried in a class which is inferior to the one which was booked, he or she has the right to a refund of the difference in value.

15.5.7 In addition, the following service for passengers will be offered free of charge
15.5.7 (a) two telephone calls, telex or fax messages, or e-mails.

15.5.7 (b) hotel accommodation in cases
- Where a stay of one or more nights becomes necessary, or
- Where a stay additional to that intended by the passenger becomes necessary;

15.5.7 (c) transport between the airport and place of accommodation (hotel or other).

15.5.7 (d) meals and refreshments in a reasonable relation to the waiting time;

15.5.8 The air carrier is not required to pay compensation according to these regulations, if

15.5.8 (a) This Regulation shall not apply to passengers traveling free of charge or at a reduced fare not available directly or indirectly

to the public. However, it shall apply to passengers having tickets issued under a frequent flyer program or other commercial program by an air carrier or tour operator.

15.5.8 (b) where a package tour is cancelled for reasons other than cancellation of the flight.

15.5.8 (c) There are circumstances which entitle the carrier to exclude the Passenger from being carried, in accordance with his or her Conditions of Carriage as well as applicable laws.

15.5.9 The payment of compensation does not affect the Passenger's further entitlements, for which Article 15.4.3 is applicable.

15.6 Scope
15.6.1 Those rules can apply only on the condition that passengers:
(a) have a confirmed reservation on the flight concerned and present themselves for check-in,
- as stipulated and at the time indicated in advance and in writing (including by electronic means) by the air carrier, the tour operator or an authorized travel agent,
-or, if no time is indicated,
- not later than 45 minutes before the published departure time; or
(b) have been transferred by an air carrier or tour operator from the flight for which they held a reservation to another flight, irrespective of the reason.

15.6.2 Cancellation
1. In case of cancellation of a flight, the passengers concerned will be:
(a) Offered assistance by the operating air carrier in accordance with Article 15.5.7; and
(b) have the right to compensation by the operating air carrier in accordance with Article 15.5.4, unless:
- they are informed of the cancellation at least two weeks before the scheduled time of departure; or
- they are informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or
- they are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.
2. When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.
3. An operating air carrier shall not be obliged to pay compensation in accordance with Article 15.5.4, if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.
4. The burden of proof concerning the questions as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating air carrier.

Article 16: Other Conditions
For certain special cases supplementary special regulations govern the carriage of you and your Baggage, which shall also become part of the carriage agreement and are therefore also important. They apply to the following points:
* The carriage of unaccompanied minors, pregnant women and Passengers who are ill,
* restrictions on the use of electronic equipment and items,
* the consumption of alcoholic drinks on board,
* our table of charges (Article 18).
The regulations and conditions which are applicable in these circumstances are available from us on request and can be consulted and downloaded on our website.

Article 17 - Time Limitation on Claims and Actions
17.1 Notice of baggage claims
Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.
If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

17.2 Limitations of actions for damages
Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.