

## Conditions of Carriage of Hebridean Air Services

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## 1. DEFINITIONS

- 1.1 As you read these conditions, please note that
- 1.2 "We", "our", "ourselves", "us" and "Hebridean Air Services" means Hebridean Air Services.
- 1.3 "You", "your" and "yourself" means any person, except members of the crew, who is carried or to be carried in an aircraft pursuant to a Ticket or with our consent, or, in terms of refund the person who paid for the ticket (See also definition for "Passenger").
- 1.4 Agreed Stopping Places means those places (except the place of departure and the place of destination) set out in your Ticket or shown in our timetables as scheduled stopping places on your route.
- 1.5 Airline Designator Code means the two or three characters (letters or numbers) that identify particular air carriers.
- 1.6 Authorised Agent means an agent or travel agent who has been appointed by us to represent us in the sale of air transport on our services.
- 1.7 Baggage means your personal property accompanying you in connection with your trip. Unless otherwise stated, it consists of both your Checked and Unchecked Baggage.
- 1.8 Baggage Check means those portions of your Ticket that relate to the carriage of your Checked Baggage.
- 1.9 Baggage Identification Tag means a document issued solely for identification of Checked Baggage.
- 1.10 Carrier means an air carrier other than us whose airline designator code appears on your Ticket or on a Conjunction Ticket.
- 1.11 Charterer means any person on whose behalf we perform carriage by air pursuant to an air charter or aircraft wet lease, including a tour operator or other air carrier, and in the case of Hebridean Air Services flights it means Hebridean Air Services.
- 1.12 Checked Baggage means Baggage of which we take custody and for which we have issued a Baggage Identification Tag or Baggage Check or both.
- 1.13 Check-in Deadline means the time limit set by us or by our Authorised Agent by which you must have completed check in formalities and received your boarding pass.
- 1.14 Conditions of Carriage means the conditions set out in this document.
- 1.15 Conjunction Ticket means a ticket issued to you in relation to another Ticket which together constitute a single contract of carriage.
- 1.16 Convention means whichever of the following instruments are applicable (and as any of the same may be amended or supplemented from time to time):
- 1.17 The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention)
- 1.18 The Warsaw Convention as amended at The Hague on 28 September 1955
- 1.19 The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975)
- 1.20 The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975)
- 1.21 The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975)
- 1.22 The Guadalajara supplementary Convention (1961) (Guadalajara)
- 1.23 The Montreal Convention (1999)
- 1.24 Council Regulation No 2027/97 on air carrier liability in the event of accidents
- 1.25 Coupon means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.
- 1.26 Damage includes death or wounding of, or bodily injury to, a Passenger, and loss, partial loss and theft of or other damage to Baggage, arising out of or in connection with carriage or other services incidental thereto performed by us.
- 1.27 Electronic Coupon means an electronic flight coupon or other value document held on our database.
- 1.28 Electronic Ticket means the Itinerary/receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.
- 1.29 Flight Coupon means that portion of the Ticket that bears the notation "good for passage," or the Electronic Ticket, and indicates the particular places between which you are entitled to be carried.
- 1.30 Itinerary/Receipt means a document or documents which is issued by us or on our behalf to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.
- 1.31 Passenger means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").
- 1.32 Passenger Coupon or Passenger Receipt means that portion of the Ticket issued by us or on our behalf that ultimately is to be retained by you as confirmation of the details of your journey.
- 1.33 SDR means a Special Drawing Right as defined by the International Monetary Fund.
- 1.34 Stopover means a scheduled stop on your journey, at a point between the place of departure and the place of destination.
- 1.35 Tariff means the published fares, charges and related conditions of carriage of an airline which have, where required, been filed with the appropriate authorities.
- 1.36 Ticket means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or our Authorised Agent.
- 1.37 Unchecked Baggage means any of your Baggage other than your Checked Baggage.
- 1.38 Website means Hebridean Air Services' website, the address of which is <http://www.hebrideanair.co.uk>

## **2. APPLICABILITY**

- 2.1 Except as provided in Articles 2.3 and 2.4, these Conditions of Carriage will apply to all flights we operate and to any case where we have a legal liability to you in relation to your flight.
- 2.2 Where carriage is performed by us on behalf of a Charterer these Conditions of Carriage apply to you when they are incorporated by reference in your Ticket or in your agreement with the Charterer. For the avoidance of doubt in the case of flights operated by us on behalf of a Charterer, including Hebridean Air Services, we are not bound by any provision contained in their agreement with you which extends beyond these Conditions of Carriage.
- 2.3 These Conditions of Carriage are applicable unless they are inconsistent with applicable law in which event such law shall prevail in respect of our liability. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.
- 2.4 Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we or our Authorised Agents or the Charterer (if applicable) may publish in respect of flights operated by us, dealing with particular subjects, these Conditions of Carriage shall prevail in respect of our liability to you.
- 2.5 These Conditions of Carriage may, from time to time, be subject to change. In the event of any claim being made, the Conditions of Carriage applicable at the time your contract with us or with our Authorised Agent or the Charterer (if applicable) was entered into shall govern that claim.

## **3. TICKETS**

- 3.1 We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification to demonstrate that you are the named Passenger.
- 3.2 A Ticket is not transferable.
- 3.3 We sell some tickets at discounted fares which may be partially or completely non-refundable. You should choose the fare that best meets your needs and ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket. The Ticket is and remains at all times the property of the issuing carrier. Tickets are valuable documents and you must take all reasonable care to ensure your Ticket is not lost or damaged.
- 3.4 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent or the Charterer (if applicable). In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide your booking reference number and positive identification that you are the person to whom the booking reference number refers.
- 3.5 If your ticket (or part of it) is damaged or lost or you cannot present a valid Ticket for a flight on which you are booked, we will replace the Ticket (or part of it) at your request by issuing a new Ticket, provided there is clear evidence that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses which are reasonably and necessarily incurred by us or another carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses that result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.
- 3.6 Except as otherwise provided in the Ticket, in these Conditions, or in applicable Tariffs, (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for one year from the date of issue; or, subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.
- 3.7 The Ticket you have purchased is valid only for the transport as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. It forms an essential part of our contract with you. The Ticket will not be honoured and will lose its validity if the coupons are not used in the sequence provided in the Ticket.
- 3.8 Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.
- 3.9 Our name may be abbreviated to our Airline Designator Code ("HBR"), or otherwise, in the Ticket. Our address shall be deemed to be the registered office of Hebridean Air Services.

#### **4. FARES, TAXES, FEES AND CHARGES**

- 4.1 The fare that you have paid for the flight or the amount paid for the package of which your flight with us forms a part commits us to provide carriage by air from the airport at the point of origin to the airport at the point of destination unless otherwise expressly stated. We do not provide ground transport service between airports and between airports and town terminals or other points. Other services provided to you by our Authorised Agent or the Charterer (if applicable) that are not part of your carriage by air are solely governed by the terms and conditions of the Authorised Agent or the Charterer.
- 4.2 Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare. The taxes, fees and charges imposed on air travel change frequently and can be imposed after the date of issue of your Ticket. If there is an increase in a tax, fee or charge shown on your Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after your Ticket is issued, you will be obliged to pay it. Similarly, if any such tax or charge due is abolished or reduced before we are obliged to pay it, you will be entitled to claim a refund from us.
- 4.3 We may charge any surcharge to the fare for your ticket which applies under our tariff on the date you pay for your ticket, for example a fuel surcharge or insurance surcharge.
- 4.4 If you want to change either your itinerary or your travel dates the fare will be recalculated and may increase and you may be charged a fee as detailed in the fares rules or tariff.

#### **5. RESERVATIONS**

- 5.1 We will record your booking in our computer reservation system. If you ask, us or an authorised agent we will provide written confirmation of your reservation. Some fares had conditions attached which may restrict your right to change and cancel your reservation. We or our authorised agents may charge additional carrier or agency fees for issuing or changing your ticket or for providing other reservation services.
- 5.2 We may use the information you provide and we collect, including details of your purchase history, and how you use our services for the purposes of:
  - a) making a reservation and issuing a ticket
  - b) providing you with your transportation and any related services
  - c) accounting, billing and auditing
  - d) verifying and screening credit and other payment cards
  - e) immigration and customs controls
  - f) safety, security, health, administrative and legal purposes
  - g) marketing and statistical analysis
  - h) system testing, maintenance and development
  - i) customer relations
  - j) direct marketing and market research where you have agreed and consented to receive such material
- 5.3 Specific seats aboard the aircraft will be allocated on arrival at check-in prior to the flight. Whilst we will endeavour to honour advance seating requests where there are special needs, we cannot guarantee that these will be met and reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational or safety reasons.
- 5.4 You may have to reconfirm you return flight within certain time limits. We will tell you if you need to reconfirm and how and where you should do so. If you fail to reconfirm we may cancel your return reservation. If you fail to reconfirm and advise us you still wish to travel, we will, subject to available space, reinstate your reservation and allow you to travel. If there is no space on this flight we will use reasonable effort to get you to the destination on your ticket on the next available flight operated by the carrier.

#### **6. CHECK-IN AND BOARDING**

- 6.1 Check-in Deadlines are different at every airport and you should familiarise yourself with these Check-in Deadlines and must comply with them. We reserve the right to release your seat on the aircraft if you have not checked in by the Check-in Deadline. Our Authorised Agents or the Charterer (if applicable) will advise you of the Check-in Deadline for your first flight with us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines.
- 6.2 You must be present at the boarding gate not later than the time specified by us when you check in. Should you fail to do so, we reserve the right to release your seat on the aircraft and remove your Baggage from it and depart without you.
- 6.3 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

## **7. REFUSAL AND LIMITATION OF CARRIAGE**

- 7.1 In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we, our servants or agents, reasonably believe may occur:
- a) such action is necessary for reasons of security;
  - b) such action is necessary in order to comply with any applicable government laws, regulations, or orders;
  - c) the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
  - d) your mental or physical state or behaviour, including any impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
  - e) you are, or we reasonably believe you are, in unlawful possession of drugs;
  - f) you fail to comply with the reasonable instructions of ground staff or a member of the crew;
  - g) you act in a threatening, abusive, insulting or disorderly manner (verbally or physically) towards any member of ground staff, a member of the crew or a member of the public;
  - h) you have made a hoax bomb threat or committed a criminal offence during check-in, boarding or whilst aboard the aircraft;
  - i) you have committed misconduct on a previous flight;
  - j) you have refused to submit to a security check of either your person or your Baggage;
  - k) you have not paid the applicable fare, taxes, fees or charges;
  - l) you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the crew when so requested;
  - m) you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent or the Charterer (if applicable), or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;
  - n) you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent or the Charterer (if applicable), or the Ticket is damaged or defaced;
  - o) you fail to observe our instructions with respect to safety or security.
- 7.2 Acceptance for carriage of young persons unaccompanied by a responsible adult, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of any special requirements they may have and have been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements. Guidelines on the acceptance of special assistance passengers can be found on our Website.
- 7.3 Where we accept young persons unaccompanied by a responsible adult for travel on our services, the parent or guardian legally responsible for the young person agrees to hold us harmless from any liability arising from the carriage of that young person by us except as provided for in Article 15 of these Conditions of Carriage.

## **8. BAGGAGE**

- 8.1 You may carry some Baggage, free of charge, subject to our conditions and limitations, which are available upon request from us via our website or at any of our offices or our Authorised Agents.
- 8.2 You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us via our website or at any of our offices or our Authorised Agents.
- 8.3 You must not include in your Baggage:
- a) items which do not constitute Baggage as defined in Article 1 of these Conditions of Carriage;
  - b) items which are likely to endanger the aircraft or persons or property on board the aircraft, such as, but not limited to, flammable materials, radioactive or oxidising agents, fireworks or explosives, and all items specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations. Full details of such items can be found on our website;
  - c) items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;
  - d) items which are reasonably considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available on our website or upon request from any of our offices or our Authorised Agents.
  - e) Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage with our prior agreement and subject to the specific conditions for firearms and ammunition contained on our website or available at any of our offices.
  - f) Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage at our discretion, but will not be permitted in the cabin of the aircraft under any circumstances.

- g) Animals (living or dead) or raw meat products of any nature; and from time to time, other food products as may be prohibited by law from carriage across national boundaries.
  - h) Human remains; or
  - i) any other items which we may deem to be a hazard to the aircraft or its occupants or to the safety and security of the flight in general.
- 8.4 You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
- 8.5 If, despite being prohibited, any items referred to in 8.3 and 8.4 are included in your Baggage, we shall not be responsible for any loss or damage to such items and you agree to indemnify us against any claims or actions arising from carriage of prohibited articles in your Baggage.
- 8.6 We will refuse to carry as Baggage the items described in 8.3 and 8.4, and we may refuse further carriage of any such items upon discovery. We may also refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety, security or operational reasons, or the comfort of other passengers. Information about unacceptable items is available on our website or at any of our offices.
- 8.7 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers.
- 8.8 For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in 8.3 or 8.4 or any firearms, ammunition or weapons, which have not been presented to us in accordance with our requirements. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a scan causes damage to you or an x-ray or scan causes damage to your Baggage, we shall not be liable for such damage unless due to our fault or negligence.
- 8.9 Checked Baggage must have your name or other personal identification affixed to it. Upon delivery to us of your Baggage that you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage. Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.
- 8.10 We specify maximum dimensions and weights for Baggage which you carry on to the aircraft. This information is available on our website or any of our offices. If your Baggage exceeds these limitations, or is considered unsafe for any reason, it must be carried as Checked Baggage subject to the provisions of 8.6.
- 8.11 Subject to 8.9, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should your Checked Baggage not be claimed within three months of the time it is made available, we may dispose of it without any liability to you.
- 8.12 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage. If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.
- 8.13 You must not take any animals aboard the aircraft unless with our prior written agreement.
- 8.14 Due to the size of aircraft Hebridean Air Services does not offer on-board wheelchairs, and restrictions may apply in the acceptance of your own wheelchair. Only manual fold-up, collapsible wheelchairs are accepted on our services with a **maximum permissible weight of 20kg**. Please note the Company does not accept Electric mobility aids for carriage due to size and weight restrictions and that 'wet cell batteries' cannot be carried on Hebridean Air Services aircraft. Wheelchairs loaded in the aircraft hold will be loaded in such a way as to be readily available at destination points.

## **9. SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS**

- 9.1 Our flight times shown in timetables, schedules, your Ticket or elsewhere are not guaranteed.
- 9.2 We will however take all reasonable measures to carry you and your Baggage within a reasonable time of the departure time shown in your Ticket. In the exercise of these measures and in order to prevent substantial delays, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft. In that event, the provisions of these Conditions of Carriage shall apply to carriage on such alternative aircraft in respect of our liability.
- 9.3 In the event of delays arising, we shall have no liability to arrange alternative transport for you to reach your destination in the event of missed connections to either another flight or a journey operated by any other mode of transport; nor to compensate you for additional costs or any losses incurred by you as a result of such delays. Delays can occur for a number of reasons, many of which are beyond our control. We therefore strongly recommend that you take out a travel insurance policy to provide financial protection against the consequences of delays.
- 9.4 Without prejudice to the provisions of 9.3, we or our Authorised Agents may at our sole discretion provide welfare in the form of food and beverages (or vouchers which can be exchanged for food and beverages) during delays of over two hours; and in the event of overnight delays, hotel accommodation provided that this can be secured for all passengers booked to travel on the delayed flight within reasonable travelling distance of the airport of planned departure.
- 9.5 If we are unable to carry you on a flight for which you hold a confirmed reservation and valid Ticket, due to any oversale, we shall pay compensation to you in accordance with applicable law and our denied boarding compensation policy and arrange alternative transport for you at our cost. However, we shall have no further liability for consequential losses arising from our failure to carry you on the flight on which you were planned to travel.
- 9.6 If your flight is cancelled due to extraordinary circumstances outside our control and which could not have been avoided, including cancellation due to weather conditions, the result of weather conditions that affected earlier departures, technical problems that occur unexpectedly and are considered a risk to flight safety, strikes or other types of work conflict that cause operational problems, unexpected illness of airline crew or other unforeseen circumstances that represent a safety hazard and which are beyond our control, we shall have no liability to arrange alternative transport for you to reach your destination in the event of missed connections to either another flight or a journey operated by any other mode of transport; nor to compensate you for additional costs or any losses incurred by you as a result of such cancellations. If your flight is cancelled due to extraordinary circumstances outside our control we will do all possible to provide you with an alternative flight at no extra cost. You have the option to change your flight, including the return, free of charge. You are also permitted to change the date of travel to a later date, assuming there are seats available. If your reason for travel no longer exists, you are entitled to a full refund.
- 9.7 Passengers travelling on a sightseer ticket will be advised prior to departure if there is to be a deviation from the planned route. Passengers at this point have the choice to re-book to an alternative date, get a full refund or continue on their flight accepting that we may not land at all destinations because of weather conditions or booked loads. Partial refunds will not be issued.

## **10. REFUNDS**

- 10.1 You must apply to whom the Ticket was purchased if you wish to be considered for a refund for an unused portion of a Ticket valid for carriage on our flights, regardless of the reason for such application. The determination of whether any refund shall be made will be in accordance with your agreement with the Charterer (if applicable) or otherwise with our conditions contained on our website or available at any of our offices.
- 10.2 If you have booked directly with us we will refund the fare and any surcharge for your ticket, or any unused part of it and any taxes, fees or charges, as set out in our fare rules and tariffs. Currently all fares sold directly are non-refundable. This does not apply to taxes charged on unused portions of the tickets. We will only make a refund to the person who paid for the ticket. You must, if you want a refund, prove to us that you are the person who paid for the ticket.

## **11. BEHAVIOUR ONBOARD THE AIRCRAFT**

- 11.1 If, in the reasonable opinion of us, our employees, servants or agents, you conduct yourself aboard the aircraft in a manner so as to endanger the aircraft or any person or property on board; obstruct the crew in the performance of their duties; fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption; act in a threatening, abusive, insulting or disorderly manner (verbally or physically) towards any member of the crew or public; behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

- 11.2 If, as a result of your behaviour, we divert the aircraft to an unscheduled airport for the purposes of removing you from the aircraft, you must pay us the reasonable costs and consequential losses arising from that diversion.
- 11.3 For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to cellular (mobile) telephones, laptop computers, portable recorders, portable radios, MP3, cassette and CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.



## **12. ARRANGEMENTS FOR ADDITIONAL SERVICES**

- 12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transport or services (other than carriage by air) provided by a third party, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply. For the avoidance of doubt, the provisions of this clause apply to any onward transport arranged to convey you to the airport of intended landing following a diversion of the aircraft to an alternative airport for any reason.
- 12.2 If we are also providing surface transport to you, other conditions will apply to that transport. Please ask us or our Authorised Agent or the Charterer (if applicable) for a copy of those conditions.

## **13. ADMINISTRATION AND DOCUMENTATION**

- 13.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit. We shall not be liable for the consequences resulting any failure by you to obtain documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions. It is your responsibility to establish what travel documents and visas may be required for a journey prior to embarking upon it.
- 13.2 Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies of them. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.
- 13.3 If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred.
- 13.4 If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement; and we will not be liable to you for any damage you suffer in the course of any such inspection or because you are not present.
- 13.5 You shall submit to any security checks by Governments, airport officials, Carriers or by us.

## **14. SUCCESSIVE CARRIERS**

- 14.1 Carriage to be performed by us and other Carriers under one Ticket or under a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to 15.1.b).

## **15. LIABILITY FOR DAMAGE**

- 15.1 These Conditions of Carriage govern our liability to you and the conditions of carriage of any Carrier involved in your journey govern that Carrier's respective liability to you. When applicable the Convention governs and may limit the liability of air carriers, including us, in respect of Damage and delay. Save where the Convention otherwise provides, our liability to you in respect of Damage and delay is governed by and limited to the provisions of the Montreal Convention 1999, provided that the following conditions shall apply in any event:
- a) We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code ("HBR") appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.
  - b) We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.
  - c) We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.
  - d) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.
  - e) The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

**16. TIME LIMITATION ON CLAIMS AND ACTIONS**

- 16.1 If you receive your Checked Baggage without complaint, this constitutes 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.
- 16.2 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 court of law where the case is heard will determine the method of calculating the period of limitation.

**17. OTHER CONDITIONS**

- 17.1 Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices and items, and the on board consumption of alcoholic beverages. Regulations and conditions concerning these matters are available from us upon request and on our website.
- 17.2 None of our servants, agents or employees is authorised to amend these Conditions of Carriage.

**18. INTERPRETATION**

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

**19. GOVERNING LAW**

- 19.1 These Conditions of Carriage shall be governed by and construed in accordance with the laws of England.

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