

**BLUE1**

**GENERAL CONDITIONS OF CARRIAGE**

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## CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

### Preamble

These Conditions of Carriage govern the relationship between you as a Passenger and us as the Carrier regarding your Carriage on an aircraft pursuant to a Ticket on which our Airline Designator Code appears for that flight or flight segment. Your rights and duties towards us and vice versa in this matter are outlined in these Conditions of Carriage. We advise you to read these Conditions of Carriage carefully as, among other things, they set out various limitations that affect you, for instance concerning our limits of liability towards you in case of Damage and delay affecting you and/or your Baggage. If our limits of liability are not satisfactory in relation to your needs, we advise you to obtain personal travel insurance.

These Conditions of Carriage may be amended without prior notice. The version in effect at any given time is the one most recently published, and this can be downloaded from our web site [www.blue1.com](http://www.blue1.com) at any time.

### 1. ARTICLE 1 – WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS OF CARRIAGE

As you read these Conditions of Carriage, please note that:

“We”, “Our” “Ourselves” and “Us”	means Blue1 Oy.
“You”, “Your” and “Yourself”	means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “Passenger”).
“Agreed Stopping Places”	means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.
“Airline Designator Code”	means the two-characters or three letters which identify particular air carriers.
“Authorised Agent”	means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.
“Baggage”	means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.
“Baggage Check”	means those portions of the Ticket, which relate to the carriage of your Checked Baggage.

<b>“Baggage Identification Tag”</b>	means a document issued solely for identification of Checked Baggage.
<b>“Carriage”</b>	means Carriage of Passengers and/or Baggage by air.
<b>“Carrier”</b>	means an air Carrier whose Airline Designator Code appears on your Ticket or on a Conjunction Ticket.
<b>“Checked Baggage”</b>	means Baggage of which we take custody and for which we have issued a Baggage Check.
<b>“Check-in Deadline”</b>	means the time limit for the specific airport specified by the airline by which you must have completed check-in formalities and - if applicable - received your boarding pass.
<b>“Code Sharing”</b>	means the operation by one Carrier of flights for which seats are offered by another Carrier using its own Airline Designator Code alone or jointly with the operating Carrier’s Airline Designator Code.
<b>“Conjunction Ticket”</b>	means a Ticket issued to you with relation to another Ticket, which together constitute a single Contract of Carriage.
<b>“Contract of Carriage”</b>	means an agreement between us and the Passenger for the Carriage to which these Conditions of Carriage apply.
<b>“Convention”</b>	means whichever of the following instruments are applicable.  the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereafter 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 Guadalajara supplementary Convention (1961) (Guadalajara):

the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999.

<b>“Coupon”</b>	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.
<b>“Damage”</b>	includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other Damage, arising out of or in connection with Carriage or other services incidental thereto performed by us.
<b>“Days”</b>	mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.
<b>“Electronic Coupon”</b>	means an electronic Flight Coupon or other value document held in our database.
<b>“Electronic Ticket”</b>	means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.
<b>“Flight Coupon”</b>	means that portion of the Ticket that bears the notation “good for passage,” or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to Carriage.
<b>“Force Majeure”</b>	means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.
<b>“Immediate Family”</b>	means your spouse or person with whom you cohabit, parents, children, sisters and brothers, grandparents, grandchildren, father-, mother-, brothers-, sisters-, sons- and daughters in law.
<b>“Itinerary/Receipt”</b>	means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger’s name, flight information and notices.
<b>“Notice of Contract Terms Incorporated by Reference”</b>	means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference these Conditions of Carriage and

notices.

- “Our Regulations”** means our rules and Regulations covering procedures and standards in addition to these Conditions of Carriage, which govern Carriage of Passengers and/or Baggage and include any applicable Tariffs in force.
- “Passenger”** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also the definition for “you”, “your” and “yourself”).
- “Passenger Coupon” or “Passenger Receipt”** means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.
- “SDR”** means a Special Drawing Right, which is the composite unit of currency that is the official unit of exchange of the International Monetary Fund. Information about the current rate of a Special Drawing Right in one of the Scandinavian currencies may be found in daily newspapers or at bank offices.
- “Stopover”** means a scheduled stop on your journey, at a point between the place of departure and the place of destination for a minimum period of twenty-four hours.
- “Tariff ”** means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.
- “Ticket”** means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Notice of Contract Terms Incorporated by Reference, other notices and Coupons.
- “Unchecked Baggage”** means any of your Baggage other than Checked Baggage

## 2. ARTICLE 2 – APPLICABILITY

### 2.1 General

Except as provided in Articles 2.2, 2.4 and 2.5, these Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated in the Carrier box of the Ticket for that flight or flight segment.

These Conditions of Carriage do not apply to Carriage by air if such Carriage is part of a travel arrangement as defined in Council Directive (90/314/EEC) of 13 June 1990 on package travel, package holidays and package tours.

## **2.2 Charter Operations**

If Carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise in the charter agreement or the Ticket.

## **2.3 Code Shares**

On some services we have arrangements with other Carriers known as “Code Shares”. This means that even if you have a reservation with us and hold a Ticket where our name or Airline Designator Code is indicated as the Carrier, another Carrier may operate the aircraft. If such arrangements apply we or our Authorised Agents will advise you of the Carrier operating the aircraft at the time you make a reservation. Your party is the marketing Carrier, i.e. the Carrier who’s Airline Designator Code appears on the Flight Coupon or routing slip next to the flight number.

## **2.4 Overriding law**

These Conditions of Carriage do not limit your statutory rights. These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law that cannot be waived by agreement of the parties in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

## **2.5 Conditions of Carriage prevail over regulations**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other Regulations we may have dealing with particular subjects, these Conditions of Carriage shall prevail.

# **3. ARTICLE 3 – TICKETS**

## **3.1 General provisions**

- (a) The Ticket constitutes conclusive evidence of the Contract of Carriage between us and the Passenger named in the Ticket. We will provide Carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

- (b) Some Tickets are sold at discounted fares, which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.
- (c) The Ticket is and remains at all times the property of the issuing Carrier.
- (d) Except in the case of an Electronic Ticket, you shall not be entitled to Carriage 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 Carriage if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to Carriage unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.
- (e)
  - (i) In case of loss or mutilation of a Ticket (or part of it) by you or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request, and if we have issued the said Ticket, we will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, 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, up to the value of the original Ticket, which are necessarily and reasonably incurred by us or another Carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses, which result from our own negligence. We may charge a reasonable administration fee for this service, unless the loss or mutilation was due to negligence on our side or from one of our Authorised Agents.
  - (ii) Where such evidence is not available or you do not sign such an agreement, we may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when we are satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity.

If, upon finding the original Ticket before the expiry of its validity, you surrender it to us, the foregoing refund will be processed at that time.

- (f) A Ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

### 3.2 Period of validity

- (a) Except as otherwise provided in the Ticket, in these Conditions of Carriage, 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:
- (i) one year from the date of issue; or
  - (ii) 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.
- (b) When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of your Ticket will be extended until our first flight on which space is available or you will be entitled to a refund in accordance with Article 10.3.
- (c) If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested by a medical certificate. When the Flight Coupons remaining in the Ticket, or in the case of an Electronic Ticket, the Electronic Coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. If you are holding a special fare Ticket, the time limit for extension is maximum 7 days, unless prohibited according to the rules applying to the fare paid.

In such circumstances, we will similarly extend the period of validity of Tickets of other members of your Immediate Family accompanying you.

- (d) In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the Immediate Family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her Immediate Family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of the death.

### **3.3 Coupon sequence and use**

- (a) The Ticket you have purchased is valid only for the Carriage as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the Carriage as shown on the Ticket. It forms an essential part of our Contract of Carriage with you. The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.
- (b) Should you wish to change any aspect of your Carriage you must contact us in advance. The fare for your new Carriage will be calculated and you will be given the option of accepting the new price or maintaining your original Carriage as ticketed. Should you be required to change any aspect of your Carriage due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to arrange your Carriage to your next Stopover or final destination, without recalculation of the fare.
- (c) Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction of your Carriage, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and changes may not be allowed at all, or only upon payment of an additional fee.
- (d) Each Flight Coupon contained in your Ticket will be accepted for Carriage in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

- (e) 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, but Article 3.3 (d) will apply in this case.

### **3.4 Name and address of carrier**

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the “carrier” box in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary/Receipt

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

### **4.1 Fares**

Fares apply only for Carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals unless otherwise expressly stated. Unless otherwise agreed your fare will be calculated in accordance with our Tariff in effect on the date you make the reservation of your Ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

### **4.2 Taxes, fees and charges**

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, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will upon contacting us be entitled to a refund. We will endeavour to contact you for refund through our various communication channels (e.g. on our web site [www.blue1.com](http://www.blue1.com)), if the refund you are entitled to equals or exceeds the amount of 17 SDR.

### **4.3 Currency**

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent, at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in another currency.

## **5. ARTICLE 5 – RESERVATIONS**

### **5.1 Reservation requirements**

- (a) We or our Authorised Agents will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).
- (b) Certain fares have conditions, which limit or exclude your right to change or cancel reservations or to request a refund.

### **5.2 Ticketing time limits**

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agents, we may cancel your reservation.

### **5.3 Personal data**

You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services such as for instance hotel reservation and car rental, developing and providing services such as for instance special facilities for people with reduced mobility, special meals and the fulfilment of other special wishes our passengers may have, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your Carriage. For these purposes, you authorise us to retain, use and process such data and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or the providers of the above-mentioned services. Your personal data will not be used for marketing activities without your prior permission.

### **5.4 Seating**

We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

## **5.5 Reconfirmation of reservations**

- (a) Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us you still wish to travel, and there is space on the flight, we will reinstate your reservations and provide your Carriage. If there is no space on the flight we will use reasonable efforts to arrange your Carriage to your next or final destination.
- (b) You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears for the flight in question on the Ticket.

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

### **6.1 General**

- (a) Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorised Agents.
- (b) You must be present at the boarding gate not later than the time specified by us or our Authorised Agents when you check-in.
- (c) We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.
- (d) 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 unless we have been negligent.

## 7. ARTICLE 7 – REFUSAL AND LIMITATION OF CARRIAGE

### 7.1 Right to refuse Carriage

In the reasonable exercise of our discretion, we may refuse the Carriage of 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. In this circumstance you will be entitled to a refund. We may also refuse the Carriage of you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

- (a) such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- (b) the Carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passengers or crew;
- (c) your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to Passengers, to crew, or to property;
- (d) you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
- (e) you have refused to submit to a security check;
- (f) you have not paid the applicable fare, taxes, fees or charges;
- (g) 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 flight crew against receipt, when so requested; or if we by any other means have reason to believe, that you will not be permitted to enter the country of your destination or any other country through which you may be in transit;
- (h) you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agents, 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;
- (i) you have failed to comply with the requirements set forth in Article 3.3 above concerning Coupon sequence and use or you present a Ticket, which has been issued or altered in any way,

other than by us or our Authorised Agents, or the Ticket is mutilated;

- (j) you fail to observe our instructions with respect to safety or security.

## **7.2 Special assistance**

Acceptance for Carriage of unaccompanied children, 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 at the time of ticketing and been accepted by us, shall not subsequently be refused Carriage on the basis of such disability or special requirements.

## **8. ARTICLE 8 – BAGGAGE**

### **8.1 Free Baggage allowance**

You may carry some of Baggage free of charge, subject to our Regulations and limitations, which are available upon request from us or our Authorised Agents.

### **8.2 Excess Baggage**

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 or our Authorised Agents upon request.

### **8.3 Items unacceptable as Baggage**

- (a) You must not include in your Baggage:
  - (i) items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our Regulations (further information is available from us upon request);
  - (ii) items the Carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, over or to;

- (iii) live animals, except as provided for in Article 8.9;
  - (iv) items which are reasonably considered by us to be unsuitable for Carriage because they are dangerous or unsafe, or 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 upon request.
- (b) 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. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3 (a) (i).
  - (c) 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.
  - (d) You must not include in your Checked Baggage money, keys, prescribed medicines, jewellery, precious metals, fragile or perishable items, computers, cellular telephones, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
  - (e) If, despite being prohibited, any items referred to in Article 8.3 (a), 8.3 (b) and 8.3 (d) are included in your Baggage, we shall not be responsible for any loss, delay or damage to such items.

#### **8.4 Right to refuse Carriage**

- (a) Subject to Article 8.3 (b) and 8.3 (c), we will refuse the Carriage as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.
- (b) We may refuse the Carriage as Baggage any item reasonably considered by us to be unsuitable for Carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other Passengers. Information about unacceptable items is available upon request.
- (c) We may refuse to accept Baggage for Carriage unless it is in our reasonable opinion properly and securely packed in

suitable containers. Information about packing and container unacceptable to us is available upon request.

- (d) Unless advance arrangements for its Carriage have been made with us, we may carry your Baggage, which is in excess of the applicable free allowance, on later flights without any compensation to you for such delay.

## **8.5 Right of search**

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 Article 8.3 (a) or any firearms, ammunition or weapons, which have not been presented to us in accordance with Article 8.3 (b) or 8.3 (c). If you are unwilling to comply with such request we may refuse the Carriage of you and your Baggage. In the event a search or 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.

## **8.6 Checked Baggage**

- (a) Upon delivery to us of your Baggage, which you wish to check we will take custody of, and issue a Baggage Identification Tag for each piece of your Checked Baggage.
- (b) Checked Baggage must have your name or other personal identification affixed to it.
- (c) Checked Baggage will if within limits 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. If your Checked Baggage is delayed, the provisions of Article 15.4 will apply.

## **8.7 Unchecked Baggage**

- (a) Baggage that you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage. We have specified maximum dimensions and weight for Baggage that you carry on to our aircraft. Upon request this information is

available from us or our Authorised Agents. If another Carrier is operating your flight other conditions may apply. Information regarding these conditions is available from the operating Carrier upon request. If requested we will assist you in obtaining these conditions.

- (b) Objects not suitable for Carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in Article 8.7 (a) above, will only be accepted for Carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

## **8.8 Collection and delivery of Checked Baggage**

- (a) Subject to Article 8.6 (c), you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.
- (b) Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.
- (c) 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.

## **8.9 Animals**

If we agree to the Carriage of your animals the Carriage will be subject to the following conditions:

- (a) You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for Carriage. Such Carriage may be subject to additional conditions specified by us, which are available on request.
- (b) If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance

but shall constitute excess Baggage, for which you will be obliged to pay the applicable rate.

- (c) The Carriage of guide dogs together with containers and food accompanying Passengers with disabilities will be free of charge in addition to the normal free Baggage allowance subject to our Regulations, which are available upon request.
- (d) Where Carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal, which we have agreed to carry, unless we have been negligent.
- (e) We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

## **9. ARTICLE 9 – SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS**

### **9.1 Schedules**

- (a) The flight times shown in timetables may change between the date of publication and the date you actually travel.
- (b) Before we accept your booking, we or our Authorised Agents will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight, which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2 and the provisions of Article 15.4 will apply.

### **9.2 Cancellation, Rerouting, Delays, Etc.**

- (a) We will take all necessary measures to avoid delay in the Carriage of you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative Carrier and/or aircraft.

- (b) Except as otherwise provided by the Convention, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, cause you to miss a connecting flight on which you hold a confirmed reservation or make a substitution of the operating Carrier which has not previously been disclosed and which is not acceptable to you, we shall, at your option, either:
- (i) Your Carriage at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket until our first flight on which space is available; or
  - (ii) within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another Carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or
  - (iii) make a refund in accordance with the provisions of Article 10.2.
- (c) The liability provisions in Article 15.4 also apply to events described in Article 9.2 (b).
- (d) Upon the occurrence of any of the events set out in Article 9.2 (b), except as otherwise provided by the Convention, the options outlined in Article 9.2 (b) (i) through Article 9.2 (c) are the sole and exclusive remedies available to you and we shall have no further liability to you.

### **9.3 Denied Boarding**

- (a) In order to accommodate as many Passengers as possible, and based upon the experience that a number of travellers will not show up for the flight on which they hold a reservation, we may confirm space above the capacity of the aircraft (also referred to as "overbooking"). We and most other airlines operate compensation schemes for Passengers with confirmed reservations who are unjustifiably denied boarding because of the non-availability of seats. We make every effort to provide seats for which confirmed reservations have been made. When selecting Passengers for rebooking, we will first seek for volunteers who are prepared to stand down from the flight, subject to any security and/or operational constraints at the airport concerned.

- (b) If we are unable to provide previously confirmed space, we shall compensate those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy. Details concerning our compensation policy are available from us.
- (c) If you are holding a confirmed reservation on a certain flight and you are denied boarding solely because of overbooking, you will qualify for denied boarding compensation in accordance with applicable government regulations and/or our Regulations.
- (d) We will in addition to denied boarding compensation cover reasonable costs for meals and overnight accommodation up to the next possible departure.

## **10. ARTICLE 10 – REFUNDS**

### **10.1 Person to whom Refund will be made**

We will refund a Ticket or any unused portion of it in accordance with the applicable fare rules or Tariff, as follows:

- (a) Except as otherwise provided in this Article, we shall be entitled to make a refund either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.
- (b) If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.
- (c) Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

### **10.2 Involuntary Refunds**

If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, cause you to miss a connecting flight on which you hold a reservation or make a substitution of the operating Carrier, which has not previously been disclosed and which is not acceptable to you, the amount of the refund shall be:

- (a) if no portion of the Ticket has been used, an amount equal to the fare paid;

- (b) if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

### **10.3 Voluntary Refunds**

If you are entitled to a refund of your Ticket for reasons other than those set out in Article 10.2, the amount of the refund shall be:

- (a) if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;
- (b) if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

### **10.4 Refund on Lost Ticket**

If you lose your Ticket or portion of it, upon payment of a reasonable administration fee, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

- (a) that the lost Ticket, or portion of it, has not been used, previously refunded or replaced, except where the use, refund or replacement by or to a third party resulted from our own negligence, and that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).
- (b) If we or our Authorised Agents lose the Ticket or portion of it, the loss shall be our responsibility.

### **10.5 Right to Refuse Refund**

- (a) We may refuse a refund where application is made after the expiry of the validity of the Ticket.
- (b) We may refuse a refund on a Ticket, which has been presented to us or to Government officials as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country

or that you will depart from that country by another Carrier or another means of transport.

## **10.6 Currency**

All refunds will be subject to government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the same manner and the same currency in which the Ticket was paid for, but may be made in another currency at our reasonable discretion.

## **10.7 By whom will the Ticket be Refundable**

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its Authorised Agents.

## **11. ARTICLE 11 – CONDUCT ABOARD AIRCRAFT**

### **11.1 General**

If in our reasonable opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or 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 reasonably 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 Electronic Devices**

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys, walkie-talkies and other electronic personal devices. Operation of hearing aids and heart pacemakers is permitted.

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

### **12.1 General**

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 transportation or services (other than carriage by air) provided by a third

party such as hotel reservations or car rental, in doing so we act only as your agent. Under such circumstances the terms and conditions of the third party service provider will apply. We shall have no liability to you for such arrangements or for any act or omission in the provision of such additional services or failure to provide such additional services, except for liability for negligence on our part in making such arrangements and such liability for us shall be subject to and limited by the provisions of Article 15.

## **12.2 Surface Transportation**

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

## **13. ARTICLE 13 – ADMINISTRATIVE FORMALITIES**

### **13.1 General**

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

### **13.2 Travel Documents**

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 thereof. 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, or if you do not permit us to take copies thereof.

### **13.3 Refusal of Entry**

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. The fare collected for Carriage to the point of refusal or denied entry will not be refunded by us.

### **13.4 Passenger responsible for Fines, Detention Costs, Etc.**

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 unless the expenditure is incurred through our negligence. We may apply towards such payment or expenditure the value of any unused Carriage on your Ticket, or any of your funds in our possession.

### **13.5 Customs Inspection**

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.

### **13.6 Security Inspection**

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

## **14. ARTICLE 14 – SUCCESSION CARRIERS**

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

## **15. ARTICLE 15 – LIABILITY**

### **15.1 General**

The liability of Blue1 and each Carrier involved in your journey will be determined by the Carrier's own conditions of carriage. Unless otherwise provided by the mandatory provisions of the applicable law, our liability provisions are as follows:

- (a) Unless otherwise stated herein, Carriage hereunder is subject to the provisions relating to the liability established by the Convention, even where such Carriage is not international Carriage to which the Convention mandatory applies.
  - (i) Any liability we have for Damage will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.
  - (ii) We will be liable only for Damage occurring during Carriage on flights or flight segments where our Airline Designator Code appears in the Carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check

Baggage for Carriage on another carrier, we do so only as agent for the other Carrier. Nevertheless, with respect to Checked Baggage you may make a claim against the first or last Carrier.

- (iii) 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.
- (iv) We shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.
- (v) We are not responsible for any illness, injury or disability, including death, attributable to your age, mental or physical condition or for the aggravation of such condition.
- (vi) 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, servants, employees and representatives shall not exceed the amount of our own liability, if any.
- (vii) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

## 15.2 Baggage

- (a) We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.
- (b) Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to 17 SDR per kilogram and in the case of Damage to Unchecked Baggage shall be limited to 332 SDR per Passenger, provided that if in accordance with applicable law higher limits of liability are applicable such higher limits shall apply. If the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total

weight of the Checked Baggage does not exceed the applicable free Baggage allowance for the class of Carriage concerned.

- (c) Unless we have been negligent, we are not liable for any Damage caused by your Baggage, and you shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.
- (d) We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under Article 8.3, including fragile or perishable items, items having a special value, such as money, keys, prescribed medicines, jewellery, precious metals, computers, personal electronic devices, cellular telephones, negotiable papers, securities, keys, or other valuables, business documents, passports and other identification documents, or samples.

### **15.3 Personal Damages**

By special contract as permitted by Article 22(1) of the Convention, we agree that:

- (a) We shall not invoke the limitation of liability in Article 22(1) of the Convention as to any claim for recoverable compensatory Damages arising out of your death, wounding or other bodily injury within the meaning of Article 17 of the Convention.
- (b) We shall not, with respect to any claim arising out of your death, wounding or other bodily injury within the meaning of Article 17 of the Convention, avail ourselves of any defence under Article 20(1) of the Convention with respect to that portion of such claim which does not exceed 100,000 SDR, inclusive of the costs of the action (including lawyers' fees) which the court finds reasonable.
- (c) Except as otherwise provided in Article 15.3 (a) and 15.3 (b) hereof, we reserve all defences available under the Convention with respect to claims under Article 17 of the Convention, or any other applicable law. With respect to third parties, we also reserve all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
- (d) Neither the waiver of limits nor the waiver of defences shall be applicable in respect of claims made by public social insurance or similar bodies however asserted. Such claims shall be subject to the limit in Article 22(1) and to the defences under Article 20(1) of the Convention. We will compensate you or

your dependants for recoverable compensatory Damages in excess of payments received from any public social insurance or similar body.

- (e) We have entered into the special contract referred to in Article 15.3 solely on our own behalf and only with respect to Carriage on flights on which our Airline Designator Code is indicated in the Carrier box of the Ticket for that flight or flight segment. By doing so we have not thereby interfered with or imposed any liability on any other Carrier with respect to any portion of Carriage on flights on which any other Carriers Airline Designator Code is indicated in the Carrier box of the Ticket, and we have not assumed any liability with respect to this portion of the Carriage.
- (f) Nothing herein shall be deemed to affect our rights with regards to any claim brought by, on behalf of, or in respect of any person who has wilfully caused Damage, which resulted in your death, wounding or other bodily injury.
- (g) We shall without delay, and in any event not later than fifteen (15) days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.

Without prejudice to the above, an advance payment shall not be less than the equivalent in EURO of 15 000 SDR per Passenger in the event of death.

An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except:

- (i) in cases where we prove that the Damage was caused by, or contributed to by the negligence of the injured or deceased Passenger, or
  - (ii) in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to the Damage by negligence or was not the person entitled to compensation.
- (h) We have liability insurance cover of at least 100 000 SDR per Passenger.

## **15.4 Delay**

If we have caused a delay for you and/or your Checked Baggage in the Carriage by air, we will only be liable for Damage occasioned by the delay, if we and our servants and agents (such as for instance contracted caterers and ground handling agents) have not taken all measures that could reasonably be required to avoid the Damage. If it was impossible for us or our servants and agents to take such measures, we will not be liable for Damage caused by delay. If we are liable for Damage caused by delay, our liability for such Damage is limited as follows:

- (a) For Damage caused by delay in the Carriage of Passengers our liability is limited to 4150 SDR for each Passenger.
- (b) For Damage caused by delay in the Carriage of Checked Baggage our liability shall be limited to 17 SDR per kilogram delayed Checked Baggage, provided that if in accordance with applicable law higher limits of liability are applicable such higher limits shall apply. If the weight of the Checked Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free Baggage allowance for the class of Carriage concerned.

## **16. ARTICLE 16 – ALTERATIONS**

These Conditions of Carriage may only be modified in writing by us or our Authorised Agents.

## **17. ARTICLE 17 – TIME LIMITATION ON CLAIMS AND ACTIONS**

### **17.1 Notice of Claims**

Acceptance of Baggage by the bearer of the Baggage Check without complaint 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 17.2 Limitation of Actions**

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.

**18. ARTICLE 18 – OTHER CONDITIONS**

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us related to operational safety, punctuality and Passenger convenience. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, disabled Passengers, pregnant women, sick Passengers, restrictions on use of electronic devices and items, transportation of certain dangerous articles and the on board consumption of alcoholic beverages and smoking materials.

Regulations and conditions concerning these matters are available from us upon request.

**19. ARTICLE 19 – INTERPREPATION**

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.