



## Terms and Conditions of Carriage & Dangerous Goods Information

### World Executive Airways - General Conditions of Carriage for passengers and baggage

*World Executive Airways  
Lydd Airport  
Lydd, Romney Marsh  
Kent, TN29 9QL  
United Kingdom*

Registered in England company No 4287335  
Effective Date: 12 December 2002

**Outline Of What Can Be carried And What Can be Carried With Notification**  
*(This info in addition to that in Section 8 below)*

#### Items forbidden for carriage:

- **Disabling devices** - mace, pepper spray, etc.
- **Explosives** - fireworks, flares, etc.
- **Security-type attaché cases containing dangerous goods** - pyrotechnic devices, etc.
- **Electro shock weapons** - e.g. Tasers - containing dangerous goods such as explosives, compressed gases. Lithium batteries, etc.
- **Strike anywhere matches**
- **Flammable gas cylinders**
- **Flammable liquids** - paint, petrol, lighter refills, solvents, varnish, etc.
- **Flammable solids** - firelighters, etc.
- **Substances liable to spontaneous combustion**
- **Substances that emit flammable gases in contact with water**
- **Oxidising materials** - bleach, peroxides, some fertilisers, etc.
- **Corrosives materials** – acids, alkalis, wet cell batteries, etc.
- **Toxic (poisonous) substances** - weed killer, insecticides, etc.

#### Restricted items requiring notification to LyddAir at least 24 hours before departure:

The following list covers the items that **may** be carried on flights with LyddAir but require the airline's approval prior to flying and where quantities or regulation of the items are restricted:

- **Explosives** – ammunition





- **Camping stoves and fuel containers**
- **Solid carbon dioxide** (dry ice)
- **Heat-producing articles** – underwater torches, soldering irons, etc.
- **Mercury-filled items** - barometers, thermometers, etc.
- **Avalanche rescue pack**
- **Chemical agent monitoring equipment**
- **Insulated packages containing refrigerated liquid nitrogen**
- **Non-flammable gas cylinder** – as part of a life-jacket
- **Oxygen and other small cylinders for medical use**
- **Wheelchairs and Mobility aids** – powered with either non-spillable, spillable or Lithium batteries

Restricted items needing no notification:
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The following list covers all items that **may** be carried on LyddAir flights but are still restricted to specific limits on quantities or dimensions:

- **Aerosols** - non-flammable for sporting and home use
- **Non-radioactive medicinal or toilet articles** - hairsprays, perfumes, colognes, medicines, etc.
- **Alcoholic beverages**
- **Non-flammable, non-toxic gas cylinders** - e.g. for operation of mechanical limbs
- **Devices containing lithium cells or batteries** - laptop computers, cameras, camcorders, etc.
- **Portable electronic devices containing lithium ion batteries** may only be carried in the aircraft cabin. The devices must be completely switched off – not in sleep hibernation mode – and protected. Large portable electronic devices such as laptops and tablets should not be packed near aerosols or perfumes or other permitted flammable products. Spare laptop batteries and power banks are only permitted for carriage in the aircraft cabin and are not allowed in hold baggage.
- **Hair-curlers containing hydrocarbon gas**
- **Radio-isotopic cardiac pacemakers**
- **Safety matches**
- **Cigarette lighter**





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## 1/ ARTICLE 1 - WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

In these conditions:

"We", "our" "ourselves" and "us" means Lyddair Limited of Lydd Airport, Kent, United Kingdom

"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").

"AIRLINE DESIGNATOR CODE" means the two or three letters, which identify particular air carriers.

"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 IDENTIFICATION TAG" means a document issued solely for identification of Checked Baggage.

"CHECKED BAGGAGE" means Baggage of which we take custody and for which we have issued a Baggage Identification Tag.

"CHECK-IN DEADLINE" means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

"CONDITIONS OF CONTRACT" means those statements contained in or delivered with your Ticket, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

"CONVENTION" 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 (hereinafter referred to as the Warsaw Convention);
  - The Warsaw Convention as amended at The Hague on 28 September 1955;
  - The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);





- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- Guadalajara Supplementary Convention (1961) (Guadalajara);
- The Montreal Convention (1999).

"COUPON" means an electronic flight coupon or other value document held in our database indicating the particular places between which you are entitled to be carried.

"DAMAGE" includes death, wounding, or bodily injury to a Passenger or loss, partial loss, theft or other damage to Baggage, arising out of or in connection with carriage or other services incidental thereto performed by us.

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

"ITINERARY/RECEIPT" means a document we issue to Passengers that contains the Passengers name, flight information and notices.

"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").

"SDR" means a Special Drawing Right as defined by the International Monetary Fund.

"TICKET" means the Itinerary/Receipt and includes the Conditions of Contract, notices and Coupons.

"UNCHECKED BAGGAGE" means any of your Baggage other than Checked Baggage.

## 2/ ARTICLE 2 – APPLICABILITY

### GENERAL

Except as provided below, our 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.

### 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.

### SUB-SERVICES

We have no code share arrangements with other carriers. However, on occasions another carrier may operate our flights on our behalf under our Airline Designator Code by way of sub-service.





### OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with applicable law in which event such law shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### CONDITIONS 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

We will provide carriage only to the Passenger named in the Ticket. You will be required to produce appropriate photo identification. A Ticket is not transferable. All our Tickets are non-refundable and non-endorseable to other carriers. Some Tickets sold at discounted fares may also be partially or completely non-changeable whereas others may be changeable subject to payment of a change fee plus any difference in price between the original fare paid and the lowest available fare for the new booking at the time. 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 or are prevented from reaching the airport of departure by the Check-In Deadline by reason of force majeure.

### 3.2. PERIOD OF VALIDITY

Except as otherwise provided in the Ticket or these Conditions, or in our regulations, a Ticket is valid for one year from date of purchase. In the event of death of a Passenger en route, the Tickets of persons travelling on the same reservation may be modified by waiving any restriction on changing reservations on production of evidence of death. In the event of a death in the immediate family of a passenger who has commenced travel, the validity of the Passengers Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified on production of evidence of death.

### 3.3. COUPON SEQUENCE AND USE

The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the airfield of departure to the airfield of arrival. The fare you have paid is based upon our tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract 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 should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed.





Some types of changes will not result in a change of fare. However, other changes, such as changing the place of origin of travel (if, for instance, you do not fly the first segment) or reversing the direction of travel, will often result in an increase in price, if the change can be accepted at all. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

Each Coupon will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

If you do not conform to the Check-In Deadline for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you advise us in advance that you will not be travelling on a particular flight operated by us, we will not cancel your subsequent flight reservations.

### 3.4. OUR NAME AND ADDRESS

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address is:

World Executive Airways  
Lydd Airport  
Lydd, Romney Marsh  
Kent, TN29 9QL  
United Kingdom

## 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. Your fare will be calculated in accordance with our tariffs and fare categories in effect on the date of payment 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 be entitled to claim a refund.





#### 4.3. CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country of origin of the first Coupon of any given Ticket unless another currency is indicated by us 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 AND SEATING

#### 5.1. RESERVATION REQUIREMENTS

We will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s). Certain fares have conditions which limit or exclude your right to change or cancel reservations.

#### 5.2. 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, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, government agencies, other air carriers or the providers of the above-mentioned services.

#### 5.3. SEATING

We do not pre-assign seats on any of our flights. However, if you report to the boarding gate no less than thirty (30) minutes prior to flight departure and request pre-boarding for good reason we will do our best to assist. 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.

#### 5.4. SMOKING

You may not smoke in any part of an aircraft operated by us. Failure to adhere to this regulation may result in severe criminal penalties being brought against you as well as, by way of liquidated damages and not as penalty, a disruption fee of an amount specified by us in our regulations and/or on our website or noted on the Itinerary/Receipt, which fee will be charged by way of a revision to the amount payable from any credit card utilised for your booking, or shall otherwise become immediately payable by you to us.

### 6/ ARTICLE 6 – CHECK-IN AND BOARDING

#### 6.1. CHECK-IN

Unless otherwise specified by us or by any applicable governmental or airport authority the Check-In Deadline for a flight operated by us is 30 minutes prior to scheduled departure time. We reserve the right to cancel your reservation and to deny you boarding without refund if you do not comply with the Check-in Deadline







indicated.

You must be present at the boarding gate not later than the time specified by us when you check-in or, if no time is specified, 20 minutes prior to scheduled departure. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

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.

## 6.2. BOARDING

As you will be boarding a very light aircraft, no air bridge access is used. LyddAir will always try to assist passengers whenever possible. However, passengers must have the physical capacity to be able to board the aircraft by their own means. You should, if in any doubt, come and visit us at the airport to make sure boarding is possible.

## 7/ ARTICLE 7 - REFUSAL AND LIMITATION ON CARRIAGE

### 7.1. RIGHT TO REFUSE CARRIAGE

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. You will not be entitled to a refund for any Tickets purchased by you or on your behalf following such notice being given.

We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur: such action is necessary in order to comply with any applicable government laws, regulations, or orders;

The carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;  
Your mental or physical state or attitude or demeanour, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

You have refused to submit to a security check;

You have not paid the applicable fare, taxes, fees or charges;

You owe us any money in respect of a previous flight owing to payment having been dishonoured, denied or recharged against us;

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;

You cannot prove that you are the person named in the Ticket;

You have failed to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use;

You fail to observe our instructions with respect to safety or security;

If we have, in the reasonable exercise of our discretion under this Article 7.1.2 refused to carry you on the basis of any of the above, or have removed you en route, we may cancel the remaining unused portion of your Ticket and you will not be





entitled to further carriage or to a refund in respect of the sector(s) covered by the Ticket. We will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route.

## 7.2. SPECIAL ASSISTANCE

Acceptance for carriage of young persons, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to specific prior arrangement with us on terms and conditions which may be advised by us at the time. 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 Baggage, free of charge, subject to our conditions and limitations, which are available upon request from us.

### 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 upon request.

### 8.3. ITEMS UNACCEPTABLE AS BAGGAGE

You must not include in you Baggage:

- 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 on request);
- Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;
- Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, 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.
- 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 8.3.1.1. Antique firearms, swords, knives, scissors, blades, cutlery, darts, syringes and other sharp objects and any item which in our opinion could be used as a weapon may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.





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.

If, despite being prohibited, any items referred to in 8.3.1, 8.3.2 and 8.3.4 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

#### 8.4. RIGHT TO REFUSE CARRIAGE

Subject to paragraph 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.

We may 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 or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

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 containers unacceptable to us is available upon request.

#### 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 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry 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

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. Checked Baggage must have your name or other personal identification affixed to it. 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.

#### 8.7. UNCHECKED BAGGAGE

We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which 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. Objects not suitable for carriage in the cargo compartment (such





as delicate musical instruments), and which do not meet the requirements in 8.7.1 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

Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination. 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. Only the bearer of the Baggage Identification Tag is entitled to delivery of the Checked Baggage.

If a person claiming Checked Baggage is unable to produce and/or 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. DOGS AND CATS

If we agree to carry your dog or cat they will be carried subject to the following conditions:

- You must ensure that any animal accepted for carriage is 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.
- 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.
- Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.
- 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.
- 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 animals 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, CHARTER, CANCELLATIONS, DELAYS AND DIVERSIONS

#### 9.1. SCHEDULES

The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.





Before we accept your booking, we 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.

#### 9.2. CHARTER

We require a 25% deposit at time of booking with the balance payable one month prior to departure. Cancellation terms: Cancelled one month or more in advance of scheduled departure 75% refunded. Cancelled within a week of departure 25% of charter costs refunded. Refunds include ground charges that are not actually billed.

#### 9.3. CANCELLATION AND DELAYS

We will take all necessary measures to avoid delay in carrying 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.

Except as otherwise provided by the Convention, if we cancel a flight, fail to operate a flight reasonably according to schedule or cease to operate a route, we shall, at your option, either: carry you at the earliest opportunity on another of our scheduled services on which space is available between the same routing points (or on such other route as we may agree with you) and, where necessary, extend the validity of your Ticket; or make a refund in accordance with the provisions of Article 10.2.

Upon the occurrence of any of the events set out in this Article 9.2.2, except as otherwise provided by the Convention, the options outlined in Article 9.2.2.1 and 9.2.2.2 are the sole and exclusive remedies available to you and we shall have no further liability to you.

#### 9.4. DIVERSIONS

If, for reasons outside our control, we are unable to land at the airfield at your destination and are diverted so as to land at another airfield then the carriage by air shall, unless the aircraft continues to the original destination, be deemed to be completed when the aircraft arrives at that other airfield. We shall, however, arrange or designate alternative transportation, whether by our own services or by other means of transportation specified by us to carry you to the original destination as set out in your Ticket without additional cost to you.

#### 9.5. DENIED BOARDING COMPENSATION

If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding on our flights in accordance with applicable law or, if more favourable to you, our denied boarding compensation policy.





## 10/ ARTICLE 10 – REFUNDS

### 10.1. NON-REFUNDABILITY

Except as provided for in Article 10.2 below, all Tickets issued for flights operated by ourselves are non-refundable including any taxes, fees or charges which may have been collected in respect of such flights.

### 10.2. INVOLUNTARY REFUNDS

If we cancel a flight, fail to operate a flight reasonably according to schedule or cease to operate a route, the amount of the refund shall be:

- If no portion of the Ticket has been used, an amount equal to the fare paid;
- 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; in either case being the limit of our liability to you.

## 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 and walkie-talkies.

Portable electronic devices containing lithium ion batteries may only be carried in the aircraft cabin. The devices must be completely switched off – not in sleep hibernation mode – and protected. Large portable electronic devices such as laptops and tablets should not be packed near aerosols or perfumes or other permitted flammable products. Spare laptop batteries and power banks are only permitted for carriage in the aircraft cabin and are not allowed in hold baggage.

Operation of hearing aids and heart pacemakers is permitted.





## 12/ ARTICLE 12 – ARRANGEMENTS FOR ADDITIONAL SERVICES

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. The terms and conditions of the third party service provider will apply.

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

## 13/ ARTICLE 13 – ADMINISTRATIVE FORMALITIES

### 13.1. GENERAL

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 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.

### 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. PASSENGERS 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. We may apply towards such fine, penalty, payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession or else charge such amounts, by way of a revision to the amount payable from any credit card utilised for your booking, or shall otherwise become immediately payable by you to us.





### 13.5 CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other governmental or airport authorities. 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 duly authorised representatives of governments or airport authorities or by us.

## 14/ ARTICLE 14 – LIABILITY FOR DAMAGE

Our liability will be determined by these Conditions of Carriage.

Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention. EU NOTICE REQUIREMENT - ARTICLE 6(1) EU CARRIERS Air carrier liability for passengers and their baggage. This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

### Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately £82,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately £13,000).

### Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approximately £3,500).

### Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (approximately £820).

### Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately £820). In the case of checked baggage, it is liable even if not at fault,







unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

#### Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

#### Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

#### Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, That air carrier is the contracting air carrier.

#### Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

#### Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No2027/97 (as amended by Regulation (EC) No889/2002) and national legislation of the Member States.

Lyddair has insurance cover of at least 100 000 SDR per passenger and no less than the minimum stipulated by the Civil Aviation Authority. Subject to the Articles above, our liability provisions are as follows:

- 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.
- We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears on the Ticket for that flight or flight segment.
- We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.
- 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.
- 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 SDRs (or equivalent) per kilogram and in the case of Damage to Unchecked Baggage





shall be limited to 332 SDRs (or equivalent) per passenger, provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply. It shall be presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned unless an excess baggage fee has been paid to prove the contrary. If in the case of Checked Baggage a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value. Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.

- 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. We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage, or for unsuitably packed, perishable, damaged or fragile Baggage or for minor damage to the exterior of Baggage (e.g. scratches, stains, soiling, dents) resulting from normal wear and tear or for water damage to non-waterproof Baggage.
- We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition. The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such employees, representatives and persons shall not exceed the amount of our own liability, if any. 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/ ARTICLE 15 – TIME LIMITATION ON CLAIMS AND ACTIONS

### NOTICE OF CLAIMS

Acceptance of Baggage by the bearer of the Baggage Identification Tag, without complaint and without completion of a Property Irregularity Report at the time of delivery, is prima facie 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.





#### 15.1. 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.

#### 16/ ARTICLE 16 – MISCELLANEOUS REGULATIONS

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 young persons, incapacitated persons, pregnant women, sick passengers, restrictions on use of electronic devices and items and the on board consumption of alcoholic beverages. Regulations and conditions concerning these and other matters are available from us upon request.

#### 17/ ARTICLE 17 – INTERPRETATION

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.

