

# CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE IN AIR TRANSPORT

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# CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE IN AIR TRANSPORT OF TRAVEL SERVICE GROUP

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## 1. DEFINITIONS OF TERMS

- Travel Service Group shall mean Travel Service a.s, Travel Service Slovensko s.r.o, Travel Service Kft. and Travel Service Polska Sp. z o.o.
- SmartWings shall mean the trade description for Travel Service Group scheduled flights.
- „Carrier websites“ shall mean [www.travelservice.aero](http://www.travelservice.aero) and [www.smartwings.com](http://www.smartwings.com)
- „Contact Centre“ shall be an organizational unit of the carrier to perform the phone and written processing of the customer's requirements.
- „Passenger“ shall mean any person with exception of crew members carried by air with approval of the carrier.
- „Days“ shall mean calendar days including all seven days of a week; it is assumed that for the notification purposes, the day of sending notification shall not be included; for sake of determining the validity duration, the day of air ticket issue or the commenced flight shall not be included.
- „Agreed places of stopover“ shall be understood as departure and destination places specified in a ticket or flight schedules of the carrier as the places of planned stopover in the trip of a passenger.
- „Carrier“ shall mean an air carrier issuing an air ticket and all air carriers, which within its frame, carry or have committed themselves to carry a passenger and his/her baggage.
- „Master ticket“ – a list of passengers in an electronic form according to which the carriage of a passenger and carriage of his/her baggage shall be undertaken.
- „Identification coupon of baggage ticket“ shall be the part of a baggage ticket that is passed on to a passenger during baggage check-in made for the identification and the contingent claim purposes.
- „IATA“ shall mean the International Air Transport Association.
- „ICAO“ shall mean the International Civil Aviation Organization.
- „Fare“ is a price of carriage not including the airport taxes and other applicable fees contained in the total price of the Air Ticket
- „Coupon for passenger or Certificate for passenger“ shall mean the part of an air ticket issued by the carrier or by name of the carrier that is marked to this end and to be finally kept by a passenger.
- „Air Transport Regulation“ shall mean the Regulation of Ministry of Transport dated 14 March 1996, on air transport regulation, as amended or a subsequent legal standard succeeding the regulation.
- „Air Ticket / Electronic Air Ticket / Travel Confirmation“ shall mean a document issued by the carrier or its agent to a passenger pursuant to which the carriage of a passenger and his/her baggage shall be undertaken. This document together with the boarding pass remains with the passenger even when the flight is completed.
- „Flight Coupon“ shall mean the part of a paper air ticket that contains specification of single places the passenger shall be entitled to for a carriage among them.
- „Excess Baggage“ shall be a baggage the weight or size of which exceeds the set limits, however, acceptable for the carriage pursuant to carriage conditions of the carrier.
- „Unchecked baggage (cabin baggage)“ shall mean a baggage the passenger may take with him/her into the cabin of aircraft and he/she shall take care about it during the whole trip.
- „Search“ – search procedure for the undelivered baggage undertaken by the carrier or the handling agent
- „Declared value charge“ shall be the charge resulting from the total value of baggage as declared by a passenger prior to departure.
- „Declared value“ shall be the declared value of baggage including its content representing the higher value than the liability limit of the carrier.
- „Carrier Operating Manual“ shall be the manual pursuant to OPS 1.200 provisions of the Commission Regulation (EC) No 859/2008 as amended.
- „Standard form“ shall mean the Medical Clearance Form which is available on the carrier websites and must be filled by the physician.
- „Carrier Regulations“ shall mean rules different to these Conditions issued by the carrier and in force on the day of air ticket issue related to a passenger or his/her baggage carriage and to include applicable rates in force.
- „Flight discontinuation“ shall mean an intentional discontinuation of a trip by a passenger in the point between the place of departure and destination agreed in advance by the carrier.
- „Claim“ shall mean the compensation request for the damage of health, checked-in baggage or other property of the Passenger
- „Damage“ shall include death, injury, delay, part loss or other damage of any nature occurred by the carriage or in connection with the carriage or other services performed alongside it by the carrier.
- „SDR (Special Drawing Rights)“ shall mean an international currency unit as defined by the International Monetary Fund.
- „Convention“ shall mean any of the following conventions:

- Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929 (further referred to as Warsaw Convention)
- Warsaw Convention as amended at The Hague on 28 September 1955
- Warsaw Convention amended by Additional Protocol No. 1 at Montreal in 1975
- Warsaw Convention amended at The Hague in 1955 and by Additional Protocol No. 2 at Montreal in 1975
- Warsaw Convention amended at The Hague in 1955 and by Additional Protocol No. 3 at Montreal in 1975
- Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier, done in Guadalajara on 18 September 1961
- Convention for the Unification of Certain Rules for International Carriage by Air, done in Montreal on 28 May 1999
- Tokyo Convention on Offenses and Certain Other Acts Committed on Board Aircraft signed on the 14<sup>th</sup> of September 1963 as amended by Regulation No. 102/84 Coll.
- „Baggage“ shall mean such items and other corporal possession of a passenger to be a necessary and reasonable component of his/her clothes, individual needs and his/her convenience or a comfort in connection with the trip. It shall include both the checked and unchecked baggage of a passenger, unless otherwise stated.
- „Baggage ticket“ shall be an identification tag for every part of a checked baggage.
- „Checked baggage“ shall mean a baggage to be placed for the duration of flight in the baggage compartment of aircraft and with a baggage ticket issued by a carrier.
- “Disabled person” or “person with reduced mobility” means any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the services made available to all passengers (after Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air, Article 2 a)), as last amended.

## 2. APPLICABILITY

### 2.1 Generally

- a) The Conditions of Carriage for Passengers and Baggage in Air Transport (further referred to as Conditions) shall be related to all scheduled and charter intranational and international transport of passengers and baggage undertaken by Travel Service Group (further referred to as carrier) including services relating to transport and carriage.
- b) These Conditions shall simultaneously also apply for the scheduled flights of a carrier operated under the trade description of SmartWings (further referred to as scheduled flights of SmartWings).
- c) In the event of charter transport of passengers and baggage, the Conditions are binding unless the charter agreement and/or charter ticket state otherwise.
- d) Different carriage conditions may apply for the route operated by a foreign carrier, if a foreign carrier is involved in the carriage of a passenger. These conditions are available on the website of the operating carrier.
- e) These Conditions shall also apply for carriage free of charge and for reduced fares with exemption of those events, when otherwise specified by a carrier in its regulations or relevant agreements, certificates or air tickets.

### 2.2 Lease (Charter Flights)

- a) These Conditions shall apply in entirety, if a carriage is undertaken pursuant to a lease agreement (further referred to as Charter Flights), unless otherwise stated in a lease agreement.

### 2.3 Overriding Law

- a) These Conditions of Carriage are applicable unless they are inconsistent with the Convention, any applicable law, government provisions, regulations or requirements, which cannot be cancelled by agreement of contracting parties in which event such Convention, law, government provisions, regulations or requirements, as the case may be, shall prevail.
- b) If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### 2.4 Terms exceeding regulations

- a) In the event of inconformity between these Conditions and regulations of the carrier, these Conditions supersede.

### 2.5 Special provisions for the flights to/from United States of America

- a) Articles 4.3 a), 12.3 d), 16.3 h), 16.3 i), 16.3 j) of these Conditions shall not apply for the flights to and from the USA. Some articles of the Baggage Policy and Forbidden Items shall not apply for these flights as well.

### 3. AIR TICKETS

#### 3.1 General provisions

- a) The air ticket shall construct *prima facie* evidence on the conclusion and terms of a carriage agreement between the carrier and passenger, unless the contrary proved.
- b) The air carrier shall accept for carriage by air a person with a valid air ticket or a document confirming the payment of air ticket of the given flight issued by the air carrier or its agent.
- c) Should the submitted air ticket be damaged or lost, or the data in an air ticket be unreadable or changed by anybody different to the carrier or a representative authorized by the carrier, the passenger should not any more be entitled to a carriage.
- d) The duplicate of an original document may be issued in replacing the lost or stolen air ticket, if the loss or theft of a ticket was discovered by a passenger. For such event, the passenger shall be obliged to pay costs to the carrier relating to drawing a duplicate and yet to make a written guarantee to cover possible damages and losses to the carrier that might have been occurred by abusing an original document lost.
- e) The air ticket shall not be transferable. Should the air ticket be presented by anybody different to the person eligible to the carriage or refund in connection with the air ticket, the carrier would not be liable to the eligible person, unless it carried *bona fide* a person submitting the air ticket or refunding such person.

#### 3.2 Validity of air ticket

- a) The air ticket shall be valid for 1 year as of the day of taking the first part of journey or should not a single flight coupon be used, 1 year upon issuing the air ticket. The terms of purchased fare may limit the period of applicability of air ticket in the carriage by air.

#### 3.3 Coupon sequence

- a) The air carrier shall not accept for carriage a person without a valid air ticket issued by air carrier (or a document confirming the payment of air ticket issued by the carrier or its agent). Upon request of a carrier or other eligible authorities, the passenger shall be obliged to present air ticket (or a document confirming the payment of air ticket issued by the carrier or its agent) and submit to a carrier the relevant flight coupons (or a confirmation of carrier substituting these coupons). The flight coupons have to be used in the sequence specified in the coupon for passenger. Throughout the whole trip the passenger shall be obliged to keep an air ticket (or a confirmation of carrier substituting these coupons) with all flight coupons not submitted yet by him to a carrier or a confirmation of the carrier replacing this coupon. In case of use of block air ticket, electronic air ticket or trip confirmation, the passenger shall be checked in on the basis of electronic list of passengers and the special procedures of the carrier apply thereto.

#### 3.4 Name of carrier

- a) The name of carrier may be referred to in abbreviation in the air ticket.

## 4. FARES AND CHARGES

### 4.1 Generally

- a) 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. The fares announced by a carrier as actual on the day of air ticket payment shall be obligatory for a carriage dealt with by these Conditions. Should there be no fare between two places announced, the combined fare applies.
- b) The fare price confirmed at the reservation applies for a carriage from departure to destination airport only, unless otherwise explicitly stated. Neither the ground transport among single airports, nor the carriage between airports and city terminals is included in the price. Should the passenger intend to change his/her flight or any part of his/her trip plan, other charges might possibly be added.
- c) The trip discontinuation shall only be possible, if the terms of relevant fare allow. The trip discontinuation has to be marked in the air ticket

### 4.2 Stopover

- a) A stopover is possible exclusively when the conditions of a fare permit it. A stopover must be printed on the Ticket.
- b) The Carrier reserves the right to make additional, unplanned stopovers that may result from a necessary technical landing or other extraordinary circumstances.

### 4.3 Taxes and charges

- a) Any taxes or charges which may be imposed by a government or other authority or by the administration of an airport as well as charges for other services or additional equipment shall be payable by the passenger upon purchase of a ticket in addition to the fares or charges due to the Carrier, unless otherwise stated by regulations of the Carrier. In case of changing the conditions of the contract of carriage (e.g. change of carrier, routing or date of carriage) at the request of or by the fault of a passenger, applicable taxes and charges shall be calculated and collected. If the taxes and charges level in the period between air ticket drawing and start of the trip was changed, the relevant financial difference shall be levied or returned additionally. The passenger shall be informed about the applied taxes and fees on booking the ticket. The fees are mentioned separately.
- b) The fees for additional services listed on the Pricelist of the carrier are non-refundable and non-transferable to any other flight or person. This does not apply to cases when the passengers are provably precluded from using their purchased services by the carrier.

### 4.4 Fare payment

- a) The fare shall be paid in cash or cashless in the currency accepted by the carrier according to the foreign exchange regulations of relevant country. Should the fare be paid in the currency different to the one published, the calculation would be made according to the exchange rate used by the carrier.

## 5. RESERVATION

### 5.1 Reservation requirements

- a) The reservation(s) of every passenger shall be noted by the carrier. Should the reservations be made via internet or a Contact Centre, the carrier would send to a passenger by e-mail a written confirmation of reservation(s) upon request prior to the departure(s). Should the reservations be made by agents of a carrier, the passenger would contact these agents.
- b) Some prices of a carrier may be binded by the terms limiting or exluding the right of a passenger for change or cancelation of the reservation.
- c) The carrier may cancel the reservation of a passenger who has not paid for the ticket or who has not completed credit arrangements with the carrier prior to the specified ticketing time limit.

### 5.2 Personal data

- a) For sake of reservation, the passenger shall take note of submitting a carrier to relevant authorities with his/her personal data for the following purposes: reservations, flight purchase, additional service provision such as hotel booking and car lease, creating and providing a special service such as special equipment for persons with reduced mobility, immigration and entry formalities facilitation and information relating to the trip.
- b) Within the scope defined in the applicable legal provisions, the passenger shall explicitly authorize the carrier to save data to this end, use them and submit to its offices, authorized representatives, authorities and other carriers or suppliers of the mentioned services.
- c) The carrier shall be eligible to provide personal data of passengers to third parties, if the damage was caused to other passengers or other passengers were injured.
- d) Without prior consent of a passenger, his/her personal data shall not be used in the marketing activity. The Privacy policy is available on the carrier websites.



## 6. CHECK-IN

### 6.1 Generally

- a) The passenger shall be obliged to follow the Travel Service Group Check-in Policy available at the carrier websites.
- b) The passenger shall be obliged to come to the check-in or check-in online in time, however, up to the time set by the carrier as specified by the Travel Service Group Check-in Policy available on the carrier websites.
- c) For the carriage pursuant to Article 2.2 of these Conditions (Charter Flights), the party ordering the flight shall be liable to the carrier for on-time-arrival of passengers to be checked-in pursuant to Article 6.1 par. 6.1a).

## 7. OBLIGATIONS OF PASSENGERS IN CARRIAGE BY AIR

- a) Prior to purchase of a ticket and boarding aircraft, the passenger shall on call of a carrier's staff member or state authorities be obliged to identify him/herself and present the relevant travel documents, and answer questions of security nature, if appropriate, or submit the requested personal data to the eligible state authorities. Pursuant to government regulation, the carrier may be requested to submit passenger data or access these data.
- b) When purchasing or making reservation of air ticket through travel agency, the passenger shall be obliged to report the air carrier on his/her health troubles that may complicate his/her carriage, or may have a negative impact on the flight procedure.
- c) The passenger shall be obliged to undergo security check carried out by the authorities or authorized institutions and allow a check of his/her checked and unchecked baggage.
- d) A passenger is obliged to participate in the customs check of his/her Registered and / or unchecked Baggage. The Carrier shall not be liable to the Passenger for any loss or damage that can occur during the inspection or which is a consequence of not complying with this requirement.
- e) In accordance with the applicable international regulations the Passenger may not carry in his/her checked or unchecked Baggage objects, materials and substances listed in the list of prohibited item, published on the carrier websites and the relevant legislation of the country concerned. These items must be placed in checked Baggage. Otherwise, the passenger is obliged to remove them before the flight and does not have the right to receive them back (such items are confiscated by the competent authorities). Carrier disclaims any liability for items confiscated for security reasons.
- f) The substances of dangerous nature such as explosives and ammunition, combustible, corrosive agent, compressed gas, poison or toxic and contagious material, oxidizing substances, radioactive material, magnetic material and other dangerous goods can be carried all but with exclusion only as goods according to the airway bill under special conditions of carriage.
- g) The passenger shall be obliged to observe diligence adequate to the nature of air traffic and pursue the carrier's employees or representatives instructions at all circumstances, particularly at the following:
  - check-in, assembly and movement in the premises for passengers,
  - embarking and disembarking,
  - placing the clothes and the unchecked (cabin) baggage in the aircraft.
- h) The passenger shall be obliged to refrain from the act endangering the safety and fluency of air transport, interfere or bother other passengers or be a root of cause of their claims, prevent proper execution of obligations of employees of the carrier, damage the carrier's or passenger's property, refrain from an excessive use of alcohol on board aircraft
- i) The passenger shall be obliged to refrain during the flight from use of portable electronic devices specified by the carrier that may have a negative impact by their operation on the functions and operation of electronic devices and equipment of aircraft. The violation of this restriction may be followed by the punishment amounting up to 2,000.- EUR. The rules of carriage and usage of electronic devices and batteries on flights operated by Travel Service Group are available on the carrier websites.
- j) The passenger shall also be obliged to the following:
  - come to be checked-in and meet all required formalities and check-in procedures and/or check-in online well in advance,
  - cover a possible service fee for check-in at the standard check-in counter,
  - submit unconditionally to the orders of the pilot in command and the cabin crew members during a flight,
  - on call of a carrier's employee or following the request on a luminous switchboard to fasten the belt during take-off and landing and possibly during the flight,
  - on call of a carrier's employee to change seat for the designated one, if necessary, due to operation or security reasons,
  - refrain from behaving in a way that could endanger the safety and fluidity of air transport, disturb other passengers or be the cause of their complaints, impede the duties of the Carrier's staff, damage the Carrier's or other passengers' property,
  - refrain from behaving in a way that poses a threat to order and discipline on board the aircraft, including excessive consumption of alcohol,
  - refrain from perpetrating any kind of physical or verbal attack of any other person on board or at the airport including the employees or representatives of the carrier. In case of violation of this prohibition a passenger may be fined up to 2 000, - EUR and off-loaded from the flight.
  - refrain from damaging or destroying the property of the carrier, the airport, other person or any other third party. In case of violation of this prohibition a passenger may be fined up to 2 000, - EUR and off-loaded from the flight.
  - do not smoke on board any aircraft; it also applies to e-cigarettes. In case of violation of this prohibition a passenger may be fined up to 2 000, - EUR and off-loaded from the flight.
  - in case of health problems during the flight undergo the necessary first aid, provide the crew with the required personal data and the information on the state of health, and then undergo a medical examination,
  - refrain from diving for the period of 12 hours prior to commencing the flight, in the event of diving into lower depths and sewing with stopovers for decompression for the period of 24 hours prior to departure,

- cover all costs of losses and damages such as aircraft's saloon damage, illegal carriage of dangerous animals or articles, emergency landing, etc., caused to the carrier by a passenger or caused by his/her undue act to the fullest extent permitted under the Montreal Convention,
- adhere to the total ban on the consumption of alcoholic beverages brought on board in a hand luggage. The pilot in command may reasonably require the passenger to provide proof of identity and take away alcohol for the duration of the flight,
- adhere to the ban on the use of cameras, camcorders and other equipment recording sound and image in order to record or take pictures of the work and procedures of the crew inside the aircraft,
- undergo the prescribed personal security check undertaken by state administration authorities or authorized organisations,
- accommodate his/her clothes and outer so to meet the air transport standard.
- the use of hearing aids and heart pacemakers is permitted,

## 8. OBLIGATIONS OF THE CARRIER IN CARRIAGE BY AIR

- a) The carrier shall be obliged to ensure the passengers be acquainted with placing and the way of use of the following:
  - Safety belts,
  - Emergency exits and equipment designed to common use,
  - Life-jackets and oxygen apparatus, if prescribed for use by passengers,
  - Other emergency equipment designed to individual use.
- b) The passenger must be informed on the smoking ban and use of electronic devices on board aircraft.
- c) if necessary, the Carrier shall inform the Passenger of the requirements for safety and order on board, and the consequences of their violation,
- d) Should the need arise, the carrier shall be obliged to advise the passengers on emergency procedures suitable for a given situation.
- e) The carrier shall be obliged to ensure a possibility to have the passengers fasten by safety belts on the take-off, landing, turbulence and any time on call of the aircraft's captain and to advise passenger on bringing his/her items into position in the aircraft.
- f) if, in the Carrier's opinion, the Passenger 's conduct onboard poses the danger to the aircraft or any person or property on board, or obstructs the performance of duties to the Carrier's staff, or the Passenger does not submit to the orders of the Carrier's staff or behaves in a manner causing reasonable objections of other passengers , the Carrier may take action it deems appropriate to stop such behavior, including the use of coercive measures, removal of such passenger from the aircraft after landing and refusal of further carriage(s) of the Passenger in the future,
- g) the Carrier reserves the right to claim against the Passenger who caused damage to another passenger and / or the Carrier,
- h) in order to ensure flight safety as well as security and order on board the aircraft the pilot in command is empowered to issue instructions to all persons on board and all persons on board the aircraft are required to submit to the orders of the commander.
- i) The Carrier's flight may be operated with a different type of the aircraft that the one given in the original flight schedule.
- j) The Carrier's flight may be operated with an aircraft of another Carrier. Based on EU regulation EU2111-2005 article 11. passengers shall be informed accordingly.

## 9. EXCLUSION FROM CARRIAGE

### 9.1 The right to exclude from carriage

- a) The carrier may exclude a passenger or baggage from carriage, if in its opinion:
- it is necessary to fulfill the laws, ordinances and regulations of the State of origin, stopover or destination, or over which the flight will be operated
  - behavior, physical or mental condition of the Passenger leads to a breach of good manners, which may give rise to concern of other passengers or a Passenger is a threat to themselves, other passengers and/or property of the carrier, the airport, other passenger or third parties.
  - the passenger physically or verbally attacked any other person including the employees or representatives of the carrier on board or at the airport and/or attempted to damage (successfully or unsuccessfully) the property of the carrier, the airport, other passengers or third parties.
  - the passenger's conduct might endanger the safety of carriage by air or public order,
  - the passenger does not submit to the instructions and orders of the Carrier's staff, representatives of State bodies and/or airport staff, in particular the instructions on the safety and order onboard,
  - the passenger refused to undergo the security check, carried out by authorised services at the airport
  - the relevant charges or taxes in relation to air transport were not paid,
  - the passenger does not have or cannot present applicable documents in relation to air transport,
  - the Passenger cannot prove that he/she is the person for whom the reservation was made or the ticket bought
  - the passenger's flight documents:
    - have been destroyed or damaged
    - the Passenger refused to surrender, against receipt, his/her travel documents, to be held by the Carrier during the journey in the case relevant government authorities require to do so
    - was gained illegally,
    - is declared lost or stolen,
    - is counterfeited,
    - the flight coupon was changed by someone different to the carrier or its authorized representative; the carrier shall reserve the right to take such ticket in retention,
    - is not issued by the carrier or not accepted by the carrier,
  - the passenger is not listed in the electronic list of passengers (in case of use of block air ticket, electronic air ticket or trip confirmation),
  - the passenger failed to come for departure in time pursuant to the Check-in policy published on the carrier websites
  - the passenger has been refused the entry to the country of departure, destination or over which the flight is operated,
  - During a previous flight the passenger was behaving in a manner that violates the law, in particular the safety of air transport, or good manners, and there are reasonable grounds to conclude that due to his/her condition, the passenger may commit such violations again,
  - Passenger's behavior may constitute or constitutes an offense or a criminal offense,
  - refusal of carriage is necessary for security reasons, when the Passenger is under the influence of alcohol or drugs,
  - such steps have been taken in accordance with the Tokyo Convention
  - carriage of the Passenger is contrary to the provisions of the carrier,
  - carriage of the Passenger is contrary to the Operations Manual of the Carrier,
  - the clothes and outer of a passenger fail to correspond to air transport standard,
  - the passenger suffers from infection disease that is subject to obligatory notification,
  - the passenger requires special help, which the Carrier is not able to provide or the cost of which would be disproportionately high

If for any of the above reasons the Carrier refuses to carry the passenger or removes a passenger from the aircraft, the Carrier shall not be liable for any loss or damage caused by the refusal of carriage or removal of a passenger from the aircraft.

A passengers may also be charged associated with the costs of the refusal of carriage.

## 10. CONDITIONAL ACCEPTANCE FOR CARRIAGE BY AIR

- a) The carriage by air of a passenger, whose physical or mental condition or age is such as health detriment or other damage may threaten to him/her, shall be undertaken under condition that the carrier be not liable for any contingent injury, illness or other health detriment including passenger's death, nor for a damage of personal belongings kept by a passenger with him/her, if such detriment or damage has been occurred in connection with or as a consequence of the carriage.
- b) Due to safety reasons, the carrier shall be entitled to refuse carriage of a physically or mentally handicapped passenger without escort. At the check-in and throughout the whole flight, the sick passenger must keep with him/her a physician's certificate in the Medical Clearance Form form stating he/she is able to be carried by air. The form consists conditions required by applicable law
- c) On the flights to/from the USA, the physician's certificate shall be required in the following events:
  - Requirement for stretcher service/travelling with incubator,
  - Needing medical oxygen during the flight.
  - In all other events defined in article 10 par.d), except to those mentioned above, the physicians's certificate is only recommended.
- d) On all other flights, except flights to/from the USA, the physicians's certificate shall be required in the following events:
  - Heart stroke up to 21 days from the event,
  - Stroke up to 10 days from the event,
  - Newly born children up to 7 days upon the birth,
  - Decompression disease,
  - Pneumothorax up to 14 days from the event,
  - Requirement for stretcher/travelling with incubator,
  - Needing medical oxygen during the flight,
  - Unability to keep upright seating position,
  - Head injury up to 14 days from the event,
  - Fractures (except for uncomplicated fractures of upper limbs and fingers of upper limbs),
  - Plaster cast (except for plaster cast on upper limbs and fingers of upper limbs),
  - Heavy vein thrombosis,
  - Heavy mental disease (the passenger must be carried by the escort, which has the adjacent seat ensured),
  - Any serious or acute infection disease including chickenpox.
- e) Medical certificate of the physician shall be valid for the period of 14 days as of the day of issue.
- f) In the event of a sudden death of passenger during the flight, his/her remains shall be disembarked from the aircraft at the nearest airport and handed over with a protocol to the competent local authorities for further examination and ordering of an alternate transport.

## 11. CARRIAGE OF SPECIAL NEEDS PASSENGERS

- a) Passengers requiring special assistance and care are required to inform the tour operator or Contact Centre at the time of reservation.
- b) The Carrier will endeavor to facilitate travel to the sick, the disabled, unaccompanied children or pregnant women. Acceptance for the carriage of unaccompanied children, the sick, the disabled or pregnant women may be subject to prior consultation with the Carrier on the conditions of such transportation, in accordance with applicable law.
- c) Passengers requiring special care and parents with small children should pre-notify airport staff on their needs, due to the extended safety procedures.
- d) Passengers with special needs are screened before boarding an aircraft. Wheelchairs, crutches and stretchers are subjected to manual inspection.
- e) Due to safety requirements, passengers with special needs can not occupy seats near the emergency exits on the aircraft.
- f) A Carrier shall ensure that the person accompanying a passenger with reduced mobility will take place in the seat next to the special care passenger, if the fact of traveling with a companion will be notified no later than 48 hours before departure.
- g) The Carrier shall not be liable for any injury, illness or other bodily injury, including death, and for damage to Baggage during the carriage, if the Passenger's physical, mental condition or his/her age can endanger the health or any other damage.

### 11.2 Carriage of passengers with reduced mobility

- a) The passengers with reduced mobility shall be those passengers, whose actual health or physical condition requires a special care from part of the carrier. The scope of care during the trip shall be subject to safety regulations for carriage by air, carrier's aircraft equipment and local conditions of the relevant airport.
- b) Passengers who plan to travel with their own wheelchair or other equipment facilitating movement, are obliged to inform the Carrier while making the reservation or purchasing the Ticket, or at any time after, but no later than 48 hours before departure. During the check-in personal wheelchairs will be given to the airport staff in order to be located in the cargo compartment of the aircraft. Passengers will be able to pick them up at the destination airport. Airport ground staff will provide assistance to the passengers in moving from the check-in stands to the aircraft and from the aircraft to the baggage claim area after the flight, using a different wheelchair. The passenger must provide the Carrier information about the size and weight of the wheelchair. The Passenger can carry for free two fully collapsible wheelchairs that do not include in the Baggage allowances. It is not allowed to carry the wheelchairs powered by batteries filled with corrosive substances. If possible, the passenger is obliged to disconnect the battery from the wheelchair before handing it to the representatives of the carrier
- c) Part of seats on board has lifted armrests to facilitate movement. As far as possible the Carrier shall ensure that these seats are available to passengers with reduced mobility.
- d) Some toilets are equipped with handrails, making the use of them easier for the Passengers with reduced mobility .
- e) The Carrier reserves the right to change the type of aircraft, when the flight may not be operated with an aircraft belonging to the Carrier and the Carrier is assisted by another carrier. The Carrier shall inform immediately by mail or phone the tour operator that the passenger is bound by the contract with and the Passenger of individual Reservation about this fact and about the identity of the operating carrier. In this case, the Carrier shall ensure that the class of aircraft operating the flight and its equipment is not worse than the aircraft of the Carrier.
- f) Cabin crew can provide assistance to the Passengers with reduced mobility on the way to and from the toilet but is not entitled to lift and carry passengers on the wheelchair seat or aid in the toilets.

### 11.3 Carriage of passengers travelling with a guide dog

- a) The blind or other passengers, who are dependant on accompanying dog must carry a certificate that the dog is trained to assist the disabled persons, required travel documents, and a muzzle is recommended to be put on, if necessary. The guide dog must wear harness and leash, it shall be carried on board aircraft free of charge.

### 11.4 Carriage of pregnant women

- a) Any pregnant women after the 34th week (for multipath pregnancy after 28th week) of pregnancy shall not be accepted for carriage by air under any circumstances. Any pregnant woman in high stage of pregnancy who is not able to prove the current week of pregnancy (holds no certificate of maternity, physician's certificate or similar document) shall not be accepted for carriage by air under any circumstances.

### 11.5 Carriage of minors up to 2 years of age

- a) A minor under 2 years of age shall be understood a minor upon its birth up to completion of the second year of age. In case of the return flight, the date of return shall be a determining time.
- b) A minor under 2 years of age shall not be entitled to own seat and refreshment and it is carried on the lap of the accompanying person with exclusion of the use of certified child safety seat pursuant to Article 11.5d) of these Conditions.
- c) On the routes operated by Travel Service Group, the adult passenger may travel with one minor up 2 years of age as a maximum. For one row of 3 seats, one minor only up to 2 years of age shall be allowed.
- d) The use of child safety seat is allowed under the following terms:
  - The passenger bought a separate seat to place the child safety seat,
  - The child safety seat was certified for use in air carriage and the certificate was marked on the child safety seat,

- The child safety seat could be allowed, if it could be fasten by two point belt only and had to be kept fasten in this way during the whole flight.
- e) A minor under 2 years of age cannot be seated in a row next to the emergency exits.

### **11.6 Unaccompanied minors**

- a) The children under 6 years of age cannot be carried unaccompanied by an adult. An adult is a person of at least 18 years of age.
- b) The minors above 6 years of age up to completion of the 11<sup>th</sup> year of age can travel unaccompanied by an adult person (unaccompanied minor - UM). In such a case the Carrier provides the UM assisting service at the airport of departure and destination. An adult sending the UM is responsible for them. The escorting person must be of age; and must provide the Carrier with a written confirmation on the "Unaccompanied minor/MAAS" form that the UM will be awaited at the destination airport by another adult. The form is available on the carrier websites. In case an adult person fails to await a UM at the destination airport, all the costs related to taking care of a UM will be borne by the person responsible for sending the UM at the departure airport. The Carrier is authorized to demand proof of age of the child . The parents/guardians/escorting person must remain at the airport until departure.
- c) The passenger from 12 to including 17 years of age may upon request of parents or legal guardian also be granted an assistance service (MAAS). The assistance service (UM/MAAS) shall be subject to payment according to applicable price list.
- d) The carriage of unaccompanied minor and the Minor Accompanying Assistance Service shall be possible only upon the prior notification of such carriage to the carrier 48 hours prior to departure as the latest.

### **11.7 Oxygen**

- a) For safety reasons, Travel Service Group does not permit passengers to bring their own oxygen bottles on board. If oxygen is required for use during the flight, it must be booked directly with Carrier on the same day, as the flight booking is made, but no later than 3 days before departure. The clients of tour operators or other flight charterers shall book the oxygen via the tour operators or flight charterer. The carrier may refuse to provide the service on particular flight for operational reasons.
- b) Passengers must travel with a Medical Clearance Form (MEDIF) filled up by a physician confirming that they are fit to travel. The carrier may exclude the passenger from carriage without this form. The form is available on the carrier websites.
- c) The service contains one bottle of oxygen (311.5 L) and shall be subject to charges pursuant to applicable price list of the carrier.



## 12. BAGGAGE

### 12.1 Generally

- a) The baggage shall be carried as checked or unchecked. The passenger shall be entitled to a carriage of his/her baggage in accordance with the travel class and tariff rules of the ticket. All conditions on the carriage of baggage are to be found at the Baggage Policy available on the carrier websites. The limits for weight and dimensions of the baggage may differ according to the travel class and tariff rules of the ticket. An additional service fee for the check-in procedure at the standard check-in counter may be collected.
- b) Passenger may not carry by air the following:
  - Baggage and items that may threaten safety of the flight, security of persons and property as well as baggage and items that might easily be damaged during the carriage, the package of which is not suitable, or may menace passengers,
  - Items specified by regulations of the International Civil Aviation Organisation (ICAO), International Air Transport Association (IATA) and regulations of the carrier as dangerous goods,
  - Items forbidden for carriage according to applicable law, directives or regulations of relevant state,
  - Items in view of the carrier not suitable for carriage due to their weight, size or nature.
  - Items included on the List of forbidden items available on the carrier websites.

### 12.2 Baggage check

- a) The carrier, when suspecting that the Passenger's Baggage may contain the items prohibited in the carriage or whose carriage may require special procedures, may search passenger's baggage in the passenger's presence. If the passenger is not present and is not therefore able to consent to Baggage check, the carrier shall be eligible to open the passenger's baggage in the presence of at least one witness, who is not an employee of the carrier, if it suspects the baggage contains items excluded from carriage or the carriage of which requires a special procedure.
- b) Should the passenger refuse the baggage search request, the carrier may refuse a relevant person and/or her/his baggage for carriage.
- c) The Carrier is not liable for any damage of the Baggage or its content resulting from the baggage check.

### 12.3 Baggage collection

- a) The passenger shall be obliged to collect his/her baggage immediately upon arrival to the airport of final destination.
- b) If the Baggage has not been collected, the Carrier shall be entitled to dispose of the Baggage within the deadlines and principles defined in the relevant provisions of law, in particular those set out in the Civil Code.
- c) The baggage may be collected by a holder of identification coupon of baggage ticket.
- d) The carrier shall not be obliged to investigate, whether the holder of an identification coupon of baggage ticket has been eligible to collect a baggage and it shall not be liable for loss, damage or other costs possibly incurred to a passenger in this connection.
- e) Failure to present identification coupon of baggage ticket shall not prevent Baggage reclaim provided that a Ticket has been presented and the Baggage can be identified by other means.
- f) If the person collecting the baggage is unable to produce the passenger ticket and identify the baggage by means of a baggage identification tag, the carrier will release the baggage to such person only on condition that he/she proves his/her right thereto and on the carrier's demand he/she shall furnish adequate security to indemnify the carrier against any loss or expense which might be incurred by the carrier as a result of such release.
- g) The baggage collection by a holder of identification coupon of baggage ticket without lodging a claim in the period of delivery, shall be an evidence *prima facie* that the baggage was delivered in good condition and according to the carriage agreement.
- h) It shall be necessary to report to the carrier on the baggage destruction, uncollection or the loss immediately during the baggage collection. The carrier shall be obliged to draw up a protocol to this end. Otherwise, it shall be presumed that the baggage is released in proper condition.

### 12.4 Baggage claims

- a) All complaints shall be submitted by filling the online form on the carrier websites, by e-mail or by post.
- b) In order to implement the complaint procedure the copies of following documents shall be submitted:
  - Property Irregularity Report (PIR)
  - airline ticket/boarding pass
  - baggage check-in coupon (an identification part shall be accepted)
  - bills for lost or damaged items,
  - a repair receipt or a document stating that the Baggage cannot be repaired,

The Carrier reserves the right to request the Passenger for additional documents necessary to establish the limitation of liability of the Carrier.

- c) A properly filed complaints are dealt with within 30 days from the date of receipt. In exceptional cases, this period may be extended up to 60 days.

- d) Pursuant to Montreal Convention, and possibly Warsaw Convention, the passenger shall be obliged to report the carrier on the checked baggage destruction or the theft immediately after establishing them or up to 7 days the latest following the day of takeover. The passenger shall be obliged to report a non-delivery of baggage and fill in the protocole (PIR) immediately upon arrival, the later claims shall not be accepted. The claim for liability of a delayed baggage should be lodged in 21 days from handing over the baggage to a recipient.
- e) If the Checked Baggage has been damaged and it is impossible for the Carrier or other persons acting on its behalf to repair it, the Passenger has the right to have their Baggage repaired and deliver the bill to the Carrier. If it is not possible to repair the Baggage, the Passenger must obtain a written appraiser confirmation together with estimated value of the damage.
- f) Damage, destruction or loss of the Baggage must be reported to the Carrier immediately upon reclaiming it. The Carrier is obliged to draw up a relevant Property Irregularity Report (PIR). If the Passenger does not meet this requirement or does not submit some of the documents described in b), it is assumed that the Baggage has been delivered in good condition.
- g) If the Baggage has not arrived on the same aircraft as the Passenger, it shall be reported immediately upon arrival at the destination airport to the Carrier and a relevant Property Irregular Report (PIR) has to be filled out. If the Passenger does not meet this requirement or does not submit some of the documents described in b) , the Carrier is released from liability for any damage, destruction, loss or delay of the Baggage.
- h) The amount of compensation for delay in delivery of the Baggage while abroad shall be granted on the basis of the bills for the purchase of the necessities (underwear, required clothes, toiletries, and hygienic items). The coverage of the bills will not be provided to passengers residing in destination.
- i) If unchecked Baggage has been damaged, the Passenger shall report this fact on board. Otherwise the Carrier shall not be liable for any damage, destruction or loss of the Baggage.
- j) Detailed information on baggage claim procedure is referred to at the web site of the carrier ([www.travelservice.aero](http://www.travelservice.aero), [www.smartwings.com](http://www.smartwings.com)).

## 13. TIMETABLE AND IRREGULARITIES

### 13.1 Timetable

- a) The carrier shall bind itself to make maximum effort to ensure carriage of passengers and their baggage according to timetable applicable at the day of flight. Within these measures and to prevent a possible cancelation of a flight, the carrier may under exception conditions organize the flight operated in its favour by an alternate carrier and/or aircraft.
- b) The departure and arrival time specified in the air ticket, or elsewhere, shall be subject to change in the period between the reservation and departure date.
- c) For carriage according to Article 2.2 of these Conditions (Charter Flights), the flight ordering party shall be fully liable for keeping passengers informed on changes of timetable according to Article 13.1b) of these Conditions.
- d) For making reservation on scheduled flights of SmartWings, the carrier shall notify passenger on departure and arrival time applicable in that period, and these times shall also be specified in the air ticket. Any time upon the reservation, it may be possible that the timetable will have to be subject to changes by the carrier. Should the passenger provide the carrier with e-mail address and phone contact, the carrier would make a maximum effort to notify the passenger on these changes as soon as possible. Should the carrier change departure time by more than 5 hours in the period from the air ticket purchase up to one (1) day prior to scheduled departure, and this would be unacceptable to passenger, while the carrier would not be in a position to book an alternate flight to be acceptable to passenger, the passenger would be entitled to the refund to the full extent according to Article 14.1 of these Conditions.

### 13.2 Irregularities in air transport

- a) In the case of irregularities in air transport, on request of the Passenger the Carrier must make available written information on the Passengers rights, including their right to care and compensation. If the irregularity results from the reasons beyond the control of the Carrier, the Carrier shall be relieved of the obligation to pay compensation.
- b) When there are more passengers than the seats available, the air carrier first calls for volunteers to surrender their reservations in return for agreed benefits. This compensation shall include the possibility of choice between:
  - Reimbursement of the full cost of the ticket at the price at which it was bought within 7 days, i.e. for the part or parts already made and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity; or,
  - Re-routing, under comparable conditions, to their final destination at the earliest opportunity; or
  - Re-routing, under comparable conditions, to their final destination at a later date at the passenger's convenience, subject to the availability of seats.
- c) If an insufficient number of volunteers comes forward to allow the remaining passengers with reservations to board the flight, the operating air carrier may then deny boarding to passengers against their will. In such a case the passengers have the right to compensation as follows:

Nº	Distance (km)	Maximum compensation limit (EUR)
1	0-1500 km	250 €
2	Intra-Community flight of more than 1500 km	400 €
3	Extra-Community flight between 1500 and 3500 km	400 €
4	Extra-Community flight of 3500 km and more	600 €

However, when a passenger is offered re-routing to their final destination on an alternative, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked

- by two hours, in respect of all flights of 1 500 kilometres or less; or
- by three hours, in respect of all intra-Community flights of more than 1 500 kilometres and for all extra-Community flights between 1 500 and 3 500 kilometres; or
- by four hours, in respect of all extra-Community flights of 3500 km or more, the compensation shall be reduce by 50 %.

The passenger has also the possibility of choice between reimbursement of the full costs of the ticket at the price at which it was bought and re-routing (see Article 13.2 par. b)).

- d) If case of the denied boarding, the Passenger has the right to:
  - meals and refreshments in a reasonable relation to the waiting time;
  - hotel accommodation in cases where a stay of one or more nights becomes necessary,
  - transport between the airport and place of accommodation (hotel or other)
  - two telephone calls, telex or fax messages, or e-mails.

In case of cancellation of a flight, the passenger has the possibility of choice between reimbursement of the full costs of the ticket at the price at which it was bought and re-routing (see Article 13.2b) above). The passenger has also the right to care provided by the air carrier (see Article 13.2d) above).

If the passenger has not been informed at least:

- two weeks before the scheduled time of departure; or
- between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or
- less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival, the passenger has the right to compensation (see Article 13.2c) above).

However, they do not have this right if the cancellation is caused by extraordinary circumstances (i.e. political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings, strikes, etc.), which could not have been avoided even if all reasonable measures had been taken.

e) When an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:

- for two hours or more in the case of flights of 1 500 kilometres or less; or
- for three hours or more in the case of all intra-Community flights of more than 1 500 kilometres and of all extra-Community flights between 1 500 and 3 500 kilometres; or
- for four hours or more in the case of all extra-Community flights of 3500 km and more, the passengers has the right to care provided by the operating air carrier (see Article 13.2d) above).

If, for reasons other than exceptional circumstances, the passenger arrives at their final destination three hours or more later than originally scheduled by the air carrier, passengers on such flights will be treated as passengers of cancelled flights in order to exercise their right for compensation (see Article 13.2 par.d) above).

When the delay is at least five hours or more, the passenger also has the right to assistance consisting of reimbursement of the full cost of the ticket at the price at which it was bought within 7 days, i.e. for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to their original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity.

f) The passenger does not have these rights if the air carrier and its servants and agents took all the measures that could reasonable be required to avoid the damage or it was impossible for them to take such measures. The passenger also does not have these rights if the damage was caused or contributed to by the negligence or other wrongful act or omission of the passenger or the person from whom they derive their rights.

### 13.3 Payment of compensations

- a) The provisions of this paragraph shall apply to the procedure for the enforcement of passengers' claims for compensation in the event of denied boarding, cancellation or significant flight delays pursuant to Regulation of the European Parliament and of the Council (EC) No 261/2004 and to the rulings of the Court of Justice of the European Union.
- b) If the passenger is represented by a third party in the recovery of the claim, the third party is obliged to prove to the carrier the right to represent such passenger by means of a written Power of Attorney to represent the claimant for compensation with the officially authenticated signature of such a passenger.
- c) In accordance with the carrier's internal procedures, in order to promote transparency of payments and to protect the consumer, any compensation will be paid only to the account from which the ticket has been paid, unless the passenger communicates to the carrier another bank account of the passenger where the payment is to be paid. In such case, the Passenger is obliged to prove to the carrier the ownership of such an account.

## 14. REIMBURSEMENT

### 14.1 Reimbursement of air tickets on charter flights of SmartWings

- a) If the Carrier cancels the flight, the Passenger will be refunded as follows:
  - The amount equal to the price of air ticket including any related paid charges, if neither part of air ticket was used;
  - The amount equal to the difference between the total price of air ticket and the price for the part of flight, where the air ticket was used including any related paid charges for a not-flown part of flight, if the air ticket was used partly.
- b) In the event of death of a closest family member such as mother, father, brother, sister, child or grandparent, the carrier shall upon request undertake the money refund at the level of price of the air ticket or its non-flown part.
- c) If a Passenger, for reasons other than those mentioned in section b), decides not to fly and use any section of an air ticket, he/she will be refunded the cost of the airport taxes after deducting an administrative fee. The fares and other charges are not refundable, unless stated otherwise in the tariff conditions of the air ticket.

### 14.2 Reimbursement of air tickets on charter flights

- a) In the event of carriage pursuant to Article 2.2 of these Conditions (Charter Flights), the flight ordering party shall be liable to reimburse the air tickets.

### 14.3 A person entitled to reimbursement

- a) Except as otherwise provided hereinafter, the Carrier 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) The passenger named in the Ticket or the person who paid for the Ticket can authorize a third person to receive a refund for an unused ticket or a portion thereof.
- c) Except in the case of a lost Ticket, refunds will only be made on surrender to the Carrier of the Ticket and all unused Flight Coupons as well as the confirmation and the bill, if applicable.
- d) Refund to the person presenting the coupon along with the unused portions of the Ticket and a bill (if applicable), according to Article 14.3 par.a) and par.b) is considered as refund to the authorized person and shall release the Carrier from any further liability.

### 14.4 Currency

- a) All refunds are subject to the laws of the state where the Ticket was sold and the country where the refund is made. The refund shall be in the currency used to pay for the Ticket. In particular cases, when a refund in the currency used to pay for the Ticket is not possible, the Carrier shall refund in the currency used in the country in which the refund is paid or any other currency agreed between the Carrier and the person entitled to a refund in accordance with the law.

### 14.5 Right to refuse refund

- a) The Carrier may refuse refund until it receives proof of payment from a Passenger or another person who paid for the Ticket.
- b) The Carrier may decide to refuse a refund on a Ticket which has been presented to it, or to Government officials, as evidence of intention to depart from that country, unless the Passenger establishes to the Carrier's satisfaction that the Passenger has permission to remain in the country or that he/she will depart from that country by another carrier or another means of transport.
- c) The Carrier may refuse refund for an unused Ticket or a portion of a Ticket, if the Ticket or a portion thereof was unused due to the reasons set out in Article 9.1) and the Carrier has decided to secure the Ticket or a portion thereof in order to satisfy claims for the damages caused to another passenger or the Carrier.

## 15. TRAVEL FORMALITIES

### 15.1 General

- a) The passenger is obliged to obtain all documents and fulfill all conditions required by the authorities of departure, transit, transfer, or arrival country. The carrier is eligible to check all travel documents and formalities. The carrier shall reserve its right to refuse the carriage of a passenger not meeting the required travel formalities. The carrier shall not be liable for damages or costs incurred to a passenger due to his/her obligation's default.
- b) The flight ordering party is obliged upon request to cover all costs incurred to the carrier to this end, if the carrier is assigned by decision of relevant authorities to transport a passenger back to the departure country due to the denied entry into the arrival country, be either transit, transfer country, or a final destination. Upon request, the passenger is obliged to cover all costs incurred to the carrier by default of prescribed admin travel requirements requested in the departure, transit, transfer, or arrival country.

### 15.2 Customs and security check

- a) Upon request, the passenger is obliged to undergo the check by customs and other authorities of his/her own checked or unchecked baggage. Except as required by the Montreal Convention, the carrier is not liable to a passenger for any damage or loss suffered by a passenger due to default of these requirements, and the passenger is obliged to stand to the carrier the loss occurred due to default of this obligation. The passenger is obliged to undergo the required security checks of the carrier, airport or state authorities.

## 16. CARRIER'S LIABILITY FOR DAMAGE

### 16.1 General

- a) In the international air transport, the carrier's liability is subject to Convention for the Unification of Certain Rules for International Carriage by Air dated 28 May 1999 (further referred to as the Montreal Convention) as well as the Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97, whereas the latter results from the Montreal Convention, and possibly the Warsaw Convention applicable to both international and intranational air transport. The flights to and from the USA are subject to Title 14 C.F.R. Part 254.
- b) These Conditions constitute the basis of liability for the Carrier. If carriage is performed by another carrier, the liability may be determined by the conditions of the carrier operating the flight.
- c) The carrier shall be liable up to the amount of a veritable damage, albeit up to the limit restricting its liability according to the relevant law regulations, in particular, the Convention. The carrier shall not be liable for punitive, exemplary or non-compensatory damages.
- d) The Carrier shall not be held liable in relation to the claimant or a person who derives his/her rights whole or partially to the extent that negligence or wrongful act or omission caused or contributed to the damage.
- e) The carrier is not liable for any damage arising from its acts in compliance with any laws, regulations, orders or government requirements, or from failure of passenger to comply with it.
- f) The Carrier is liable only for damage occurring on its operated flight or for these flights the carrier's airline designator code is presented in the Ticket.
- g) The carrier's liability limitation relates to all employees, agents as well as carrier's representatives.

### 16.2 Carrier's liability and indemnity scope

- a) The carrier is liable for damage sustained in case of death or bodily injury of a passenger only when the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking,
- b) The Carrier agrees with respect to damages caused by passenger's death or bodily injury:
  - not to exclude or limit Carrier's liability for any damages up to claim not in excess of SDR 113 100 (or its equivalent in other currency) for each passenger;
  - to the extent that the damages arising exceed SDR 113 100 for each passenger, the Carrier has the right to defend and is not liable for these damages if it proves that such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents, or such damage was solely due to the negligence or other wrongful act or omission of a third party.
- c) In case of death or injury of a Passenger, the Carrier shall provide the entitled person with advance payment in a minimum amount of 16,000 SDR to cover immediate financial needs. The advance payment shall be provided in 15 days from the date of determining a person entitled to indemnity. The advance payment shall not be meant as the acceptance of a carrier's liability, and should the subsequent payments occur, it should be considered part of a total indemnity. The advance payment shall not be returned to the carrier, unless the occurrence has been proved in deed by the carrier that the damage had been occurred by negligence, omission or other incorrect acts of a passenger, whom the payment relates to, or if the advance payment has been received by a person not entitled to this pursuant to applicable law.
- d) If a passenger whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, the Carrier shall not be liable for any illness, injury or disability, including death, that may be attributable to such condition or for the aggravation of such condition.
- e) The carrier shall not be liable for damage occasioned by delay in the carriage of passengers, baggage or cargo, if the carrier proves that it and its servant and agents took all measures that could reasonable be required to avoid the damage, or that it was impossible to take such measures.

### 16.3 Carrier's limitation of liability for damage

- a) The carrier is liable for damages caused on flights operated by itself only.
- b) The carrier shall not be liable for damage of unchecked baggage and other items kept in personal care of a passenger, if such damage was not caused by the fault of the carrier, or that of its servants or agents.
- c) In carriage of baggage, the liability of a carrier in the event of destruction, loss, damage or delay, shall be limited to 1,131 SDR for every passenger.
- d) If the weight of the Checked Baggage has not been specified, it is assumed that the weight of the Baggage does not exceed the weight allowances applicable to baggage carried free of charge.
- e) The Carrier shall not be liable for baggage damage of a Passenger caused by the negligence of the Passenger.
- f) The carrier shall not be liable for damage to the checked baggage, neither its content, if caused by the latter.
- g) The Carrier shall not be liable for any destruction, loss or damage caused by common wear, and the event, when the baggage of a passenger prior to start of the trip was already damaged or defective.
- h) The Carrier shall not be liable for any destruction, loss or damage caused by natural forces, death of animals or behaviour of animals such as biting, kicking, stabbing or an asphyxiation or by deficiency of an animal crate or inability of an animal to be mentally up to the different conditions of carriage by air.

- i) The carrier shall not be liable for a contingent loss or destruction of fragile items such as perfumes, toilet waters, dioptric and sun glasses, contact lenses, bottles, glasswares, porcelain, water pipes, or fast destructible articles, pharmaceuticals, money, credit cards, valuable items and objects of art, jewellery and precious metal articles, keys, securities, stock and shares or bonds, commercial documents, passports or other ID documents, data carriers and electronic devices including accessories, if placed in the checked baggage.
- j) The Carrier shall not be liable for a possible loss or damage of the sporting equipment that failed to be duly reported and packed separately according to the Baggage Policy published on the carrier websites.
- k) The liability for loss, delay, pilferage or damage to the Baggage is limited unless a Passenger declared previously the value of the Baggage bigger than provided for in the Convention and paid an additional fee.
- l) The Carrier is not liable if the Baggage has been mistakenly claimed by another passenger. A person who mistakenly claimed another passenger's baggage shall cover all costs incurred by both passengers.
- m) The Carrier is not liable for damages caused by manipulation with liquids on board
- n) The Carrier is not liable for damages for health or material damage fully or partially caused by the passengers



## 17. CLAIM PROCEEDING AND CLAIM PERIODS

### 17.1 Claim proceeding

- a) The passenger shall immediately report on damage to health, unchecked baggage and other personal property to the carrier to draw up a written protocol.

### 17.2 Claim periods

- a) The passenger must claim damage of checked baggage immediately after arrival or in writing within 7 days following the release of baggage to a passenger the latest.
- b) The passenger is obliged to report undelivered baggage immediately upon arrival.
- c) The baggage shall be sought in the period of one month following the failure of delivery, the indemnity right can be enforced by the passenger thereafter. In case of finding the baggage in the period of 30 days, the indemnity right to the passenger fails to arise and he/she is obliged to return a possible amount of indemnity to the air carrier Travel Service Group.
- d) It shall be necessary to lodge indemnity claims of delayed baggage's liability in written 21 days from the day of releasing the baggage to a recipient.
- e) The indemnity entitlement expires after 2 years from the arrival day to the destination place or from the day of the aircraft's scheduled arrival, or 2 years following the end of carriage.

### 17.3 Consumer Dispute Resolution

If the passenger contacted the carrier and is not satisfied with the response to the complaint, he/she can exercise his right commencing an of-court proceedings via Czech Trade Inspection. All information about the of-court proceedings are available on the website <https://adr.coi.cz/en>. The passenger can also use the the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

## 18. FINAL PROVISIONS

### 18.1 Validity and Effect

- a) These Conditions of Carriage become valid and come into effect on 3 May 2017, they are issued in the electronic form and available at the web sites of the carrier.
- b) In the event of carriage pursuant to Article 2.2 of these Conditions (Charter Flights), the flight ordering party shall be obliged to allow the passenger to acquaint itself with these Conditions.
- c) Unless the applicable law, international agreement or directly applicable acts of EU provide otherwise, law of the state of Carrier's residence is applicable to all the legal relations resulting from these Conditions and all related rights (according to the Regulation 593/2008 (article 5 subsection 2) – Rome I). Similarly, according to the Regulation 1215/2012 (article 25) – Brusel I bis the Courts of the state of the Carrier's residence have jurisdiction over all the legal relations between Carrier and Passenger.
- d) The version of these Conditions of Carriage is done in the English language. In case of dispute or uncertain interpretation of other language versions, the English language version shall always be the determining one.
- e) The validity and effect of Conditions of Carriage for Passengers and Baggage in Air Transport dated 16 December 2014 expires on 3 May 2017.

Travel Service Group / SmartWings