

## General Conditions of Carriage

### General

The French version of the "General Conditions of Carriage" is the reference version.

The use of the male gender (he/his/him/himself) should be understood to include male and female persons.

### Definitions :

In the present conditions and unless otherwise expressed in the text, the following terms are used with the following meaning:

### Accredited Agent

Designates a person or a company that the Carrier has nominated to represent himself in the sale of air travel tickets linked to its services or services of other Carriers if this agent is authorized to do so.

### Baggage

Designates the personal property accompanying the passenger on the flight. This consists of checked baggage and hand baggage.

### Baggage allowance

Designates the baggage limitations (quantity and/or weight and/or dimensions) allowed by the Carrier with which each passenger is allowed to travel.

### Baggage Identification Tag

Designates the part of the baggage Identification Tag attached to the checked baggage.

### Beneficiary (see "person with the right to compensation")

### Carriage ("Air Transport" or "Air Travel")

Designates the transport by aircraft of a passenger and his baggage in the sense of the applicable Convention.

### Carrier

Designates Swiss Flight Services (SFS) or any other Carrier whose code appears on the ticket or on an additional ticket.

### Carrier by default or "Effective Carrier"

Designates the Carrier performing the flight.

### Carrier Designator Code

Designates the two or more letters or numerical code attributed by IATA, which identifies each Carrier as a member of this organisation and which is shown on the ticket attached to the flight number.

### Chartering

Designates, among others, the operation by which any other contractors for the passengers (for example a Travel agent) entrust a carrier with the care to ensure the totality or part of the air transport.

### Check-in time limit

Designates the time until which the passenger must have completed all formalities, including check-in, and be in possession of their boarding or access pass to the aircraft.

**Checked Baggage**

Designates baggage in the custody of the carrier and for which the carrier has issued Baggage Identification Tag.

**Contractual Carrier or “Contracted Carrier”**

Designates the Carrier with which the passenger has concluded a Contract of Transport and whose Carrier code appears on the ticket.

**Contract of Transport**

Designates the information and details on the ticket, identified as such and including the current “General Conditions of Carriage” as well as the instructions to passengers.

**Convention(s)**

Designates, whichever of the following apply:

- a. The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929.
- b. The Warsaw Convention as amended at The Hague on 28 September 1955.
- c. The Guadalajara Supplementary Convention (1961).
- d. The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975), as amended at The Hague and by additional Protocol No. 2 of Montreal (1975), as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975).
- e. The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999.

**CPAP machine**

A device providing “Continuous Positive Airway Pressure” common in the treatment of obstructive sleep apnea.

**Damages**

Includes death of, wounding of, or bodily injury to a passenger. It also includes loss, partial loss, theft of, or other damage to baggage arising out of, or in connection with, the carriage ( as described below) on the flight the carrier operates.

**Days**

Designates all seven days of the week. For the purpose of sending notices, the day on which the notice is sent will not be counted. For the purpose of deciding whether a ticket is valid, the day on which the ticket was issued or the first flight began is not counted.

**Events beyond control (Force majeure)**

Designates unusual and unforeseeable circumstances which one cannot control and the consequences of which one could not have avoided even if one had taken all due care.

**FAA**

Federal Aviation Administration.

**General Conditions of Carriage**

Designates the current “General Conditions of Carriage”.

**Hand baggage**

Designates baggage other than checked Baggage. The hand baggage remains under the passenger's responsibility.

**IATA or "International Air Transport Association"**

Designates the International Air Transport Association created in April 1945 in Havana Cuba. Its mission is to promote the development of safe, regular and economical air transport, promote air trading and study problems related to it.

**Intermediary stopover**

Designates the points, exception of point of origin and point of destination, indicated on the ticket or mentioned on the timetables as planned stopovers on the passenger's itinerary.

**Internal flight or "Domestic flight"**

Designates any flight for which the city of departure and city of arrival are located inside the same country, without interruption.

**International flight**

Designates, in the sense of the Convention, any flight for which the departure point and the destination point and, eventually the stopover point, are located on the territory of at least two states which are part of the Convention despite the intermediary stopovers or changes of aircraft, or in one State if an intermediary stopover is planned in another State which is or is not part of the Convention.

**International Agreements (IIA and MIA) of the International Air Transport Association (IATA)**

Designates the IATA Inter-carrier Agreement on Passenger Liability (IIA), signed on 31 October 1995 in Kuala Lumpur (IIA) and IATA Agreement on Measures to Implement the Inter-carrier Agreement (MIA) signed on 3 April 1996 in Montreal (MIA), which are applicable by carriers which are members of the International Air Transport Association (IATA) since 1<sup>st</sup> April 1997, and which are part of the framework of international texts of law on the liability of the carriers designated under points (a) to (d) of the term "Convention" defined above.

**Passenger**

Designates any person, except a member of the operating crew, holding a ticket, who is carried or is to be carried by aircraft.

**Passenger with reduced mobility**

Designates any person whose mobility is reduced when using a means of transportation, due to a physical handicap (sensorial or locomotor, permanent or temporary), an intellectual deficiency, age or another source of handicap which requires special attention and an adaptation to the needs for the services at the disposal of the passengers.

**Person with the right to compensation**

Designates the passenger or any other person eligible to seek compensation in the name of the said passenger as per the applicable rights.

**Pets**

Designates a domestic animal accompanying the passenger in the cabin and who is with its owner, or a person entrusted with that responsibility by the owner for the duration of travel.

**POC machine**

A device used to provide oxygen to people requiring greater oxygen concentration than the levels of ambient air (Portable Oxygen Concentrator).

**SDR**

Special Drawing Rights as defined by the International Monetary Fund (IMF).

**SFS Website**

Designates the website [www.sfsaviation.ch](http://www.sfsaviation.ch)

**Stopover**

Designates a scheduled stop on the journey at a point between the place of departure and the place of destination and indicated on the ticket or in the timetables.

**Taxes**

Designates the costs, taxes and royalties imposed by a government, by the management of an airport, or by any other authority.

**The coupon (portion of a ticket)**

Designates the part of the ticket identified as "valid for the transport" indicating the precise points between which the passenger must be transported.

**Ticket**

Designates a valid document giving the right to access the transport, either in the form of a "individual or group ticket" or in an equivalent non-material form given or authorized by the Carrier or its Accredited Agent. The ticket represents the contract with the Carrier, and as such, includes the current applicable General Conditions of Carriage. It includes the instructions to passengers as stipulated in the Montreal Convention.

**Timetable or "timetable displays"**

Designates the display of departure and arrival times of aircrafts, as mentioned in the published timetables by the Carrier, or under its authority, or as communicated to the public by electronic means.

**Travel folder**

Designates one or more documents that the Carrier gives to the passenger which confirms the issuance of a ticket and includes the passenger name, flight information and advice to passengers.

## ARTICLE I : APPLICABILITY

### 1.1. General

- a) The General Conditions of Carriage are the conditions to which refers the ticket of the passenger. These General Conditions of Carriage apply to any flight, portion of flight, for which a SFS flight number (designation code "ZV") appears on the ticket or on the corresponding Tag.
- b) These General Conditions of Carriage also apply to gratis transport or reduced rates, unless otherwise stated in the Contract of Transport or in any other contractual document which would bind SFS to the passenger.
- c) Any transport is subjected to the General Conditions of Carriage and to the applicable tariff rules of the Carrier at the time of the reservation of the passenger.
- d) These General Conditions of Carriage are established in application of the Convention of Montreal of 28 May 1999 and of the applicable law.
- e) These General Conditions of Carriage are available with SFS or with its Accredited Agents and are accessible on the SFS website.

### 1.2. Prevalence of the law

These General Conditions of Carriage are applicable as long as they are not in contradiction with the law in place and to the public rules, which in this case would prevail. The eventual suppression of one or several section(s) of the General Conditions of Carriage will have no effect on the validity of the other sections, except if the Contract of Transport could not be valid without the suppressed null and void section(s) which would be determining and essential to the existence of the said contract.

## ARTICLE II : TICKETS

### 2.1. General conditions

- a) The ticket attests, until otherwise proven, of the existence of a Contract of Transport, as much in its conclusion than its content, between the Carrier and the passenger of which the name appears on the ticket.
- b) The service of transport is only delivered to the passenger(s)

designated on the ticket. The Carrier reserves the right to proceed with the verification of the identity of the passenger. The passenger will also have to justify to the Carrier, at any time during his travel, of his own identity as well as for those to whom he is deemed responsible.

- c) A ticket is not transferrable, under the applicable regulation in place, particularly for package travel. If a person other than the one supposed to travel presents himself with a ticket for the purpose of travelling or reimbursement, the Carrier will accept no responsibility, if in good faith, he transported or reimbursed the person who presented the ticket.
- d) The ticket being subjected to formal mandatory conditions, remains permanently the property of the Accredited Agent or the Carrier who issued it.
- e) The passenger can only be transported if he is able to present a valid ticket, including the coupon corresponding to the concerned flight and other unused coupons as well as the passenger coupon. In addition, a damaged or ticket modified by a person other than the Carrier or one of its Accredited Agents, will not be valid for transport.
- f) It is the responsibility of the passenger to take all necessary measures for the ticket not to be lost or stolen.

### 2.2. Duration of validity

Except contrary to what is indicated either on the ticket or in the current General Conditions of Carriage, or except in the case of tariffs affecting the duration of the validity of a ticket, as indicated to the passenger when buying the ticket or on the ticket itself, a ticket is valid for transport from the date of first use of the first coupon of the ticket.

### 2.3. Force majeure invoked by the passenger

If the passenger holds a ticket as described in article 2.1. (e) above, which he has not used or partially used, and he is unable to travel due to a reason of Force Majeure, the Carrier will immediately inform the Accredited Agent.

## 2.4. Identification of the Carrier

The identification of the Carrier is shown abbreviated on the ticket, using the Carrier code (as defined in article I).

### ARTICLE III: TARIFFS, COSTS, TAXES AND ROYALTIES

The tariffs of the tickets covers transporting the passenger from the airport at the place of departure to the airport at the place of destination, unless otherwise stipulated. They do not include ground transport between airports and between airports and terminals.

The applicable tariffs are those which are calculated by the Contracted Carrier as per the current applicable costing.

Any tariffs, costs, taxes or royalties imposed by a government, by any other authority or by the management of an airport will be the passenger's responsibility. During the reservation process of the ticket via an Accredited Agent, the passenger will be informed of these tariffs, costs, taxes and royalties, which are added to the cost before taxes of the ticket. The royalties can be introduced or increased by a government, by another authority or by the management of an airport after the date of reservation of the ticket. In such a case, the Accredited Agent will be informed.

### ITALY: AERO TAXI TAX (holiday charters & corporate flights)

On 29 April 2012, Italy introduced a special luxury tax, "Salva Italia" or "Aero Tax", for taxi and business flights as well as for helicopters. This tax is part of a group of measures put into place by the Prime Minister Romano Prodi with the purpose to reduce the Italian budget deficit.

This luxury tax is paid by each passenger on board in relation to the duration of the flight for all stops in Italy.

- Distances less than or equal to 100km, the tax will be of €10 per person (one way)
- Distances between 100 and 1500km, the tax will be of €100 per person (one way)
- Distances over 1500km, the tax will be of €200 per person (one way)

This tax therefore induces a significant price increase for each passenger for flights to or from Italy as well as internal flights.

### ARTICLE IV: PERSONAL DATA

4.1. The passenger shares with the Carrier or with the Accredited Agent, personal data about himself for the purpose of make a reservation, obtaining additional services and to facilitate immigration processes or entry to the territory of a State. This personal data communicated to the Accredited Agent and then to the Carrier, or as part of the purchase and the execution of a Contract of Transport, can be stored digitally. This information is collected and handled in accordance with the Swiss Federal Law on General Data Protection Regulation, 235.1 – Loi fédérale sur la protection des données, LPD.

4.2. Personal data given by the passenger is mainly used for the purpose (i) of the reservation and purchase of ticket, (ii) of providing specific services in relation with the service of carriage, (iii) of prospecting, of customer retention, of commercial marketing and (iv) of establishing statistics. It may also be used to facilitate administrative requirements related to immigration and entry to a territory, to prevent non-payments and to fight fraud, as well as ensure the security and safety of flights.

4.3. The passenger is informed that any incident occurring during the execution of the Contract of Transport and potentially threatening the security and safety of a flight can be registered and retained in a database.

4.4. The collected data can be communicated to the accredited employees of the Carrier, to its partners (Accredited Agents, Carrier according to article 1 above, etc...) or to its partners of complementary services, in the framework of the completion of all or part of the purposes described in article 4.1 above.

4.5. As per laws and regulations applicable in Switzerland and internationally, the Carrier is from time to time obliged to share personal information with recognized Swiss or foreign public authorities (customs, immigration, etc...), particularly for prevention of and fight against terrorism or other serious offenses. Note that certain authorities mentioned could be represented outside of the European Union and have access to all or part of the personal data collected by the Carrier (name, surname,

passport number, details of the travel,...), and this, for the good execution of the Contract of Transport of the passenger or while exercising a specific legal right. The transfer of personal data done outside the European Union is in accordance with the Swiss Federal Law on General Data Protection Regulation, 235.1 – “Loi fédérale sur la protection des données, LPD”.

#### **ARTICLE V: ALLOCATION OF PASSENGERS SEATS**

The allocation of seats to passengers by ground staff is dependent on the aircraft weight and balance:

- Each passenger to be transported aged 2 and over will be allocated a separate seat equipped with an adapted seat belt.
- The occupation of one seat by an adult and an infant is only authorized if the infant is correctly attached by an additional device to the seat belt of the adult.
- Infants are defined as persons less than two years of age. They must be correctly secured using a special infant seat belt or in a car-type seat properly attached to the aircraft passenger seat. The maximum number of infants allowed to be carried is two.

#### **ARTICLE VI: SPECIAL ASSISTANCE**

**6.1.** The transport of passengers with reduced mobility and sick persons or any other persons requiring special assistance is subject to special procedures.

The passenger must inform the Carrier or the Accredited Agent of any disability, medical conditions or of any needs for particular assistance during the reservation process. If a request for special assistance is made after the reservation or, according to the applicable regulation, less than 48hrs before the departure, the Carrier will of course do everything possible to satisfy the needs according to the regulation in place, taking into account the time available and the specifications of the required assistance.

In accordance with the specifications of the aircraft, the Carrier accepts only wheel chair passengers who can ascend and descend the aircraft steps and move by themselves in the cabin, but needing a wheelchair or any other means of transportation between the aircraft

and the terminal, inside the terminal or between the points of arrival and departure of the airport (Assistance WCHR). The Accredited Agent will have to make the request 48hours in advance.

The wheelchair must be **foldable** and of dimensions not exceed:

- Length 93cm (37 inches)
- Width 24cm (10 inches)
- Height 89cm (35 inches)

**6.2.** For safety reasons due to the size of the aircraft, the Carrier limits the number of persons with reduced mobility, independently of the type of assistance required, to one per flight.

**6.3.** If the passenger has an existing medical or special health condition, it is his responsibility to consult a doctor prior to boarding and to take all necessary precautions to ensure fitness for flight.

**6.4. CPAP:** Passengers requiring the use of a CPAP machine are permitted on board.

The passenger is required to hold a booklet with the appropriate page filled in by his doctor and shall inform the Carrier or the Accredited Agent minimum 48hrs prior to the flight. The Carrier allows a maximum of one such passenger per flight.

Prior to the flight, it is imperative to obtain a customs declaration or a Swiss customs attestation in which the doctor certifies the usage of the device. The device must travel as hand luggage and be switched off during flight.

- The dimensions of the device must not exceed 23cm x 40cm x 55cm (9 in x 16 in x 22 in) and its weight 10kg (22lb). The CPAP machine will be considered as part of the passenger's baggage allowance.

- The socket integrated in the seats of our aircraft **is not made** for medical devices which require DC current. Consequently, it is forbidden to use them to connect the CPAP machine or any other medical device or to charge batteries of these devices during flight.

- The passenger takes the full responsibility for their device and batteries. It is their responsibility to carry sufficient batteries for the duration of the flight.

- Device with batteries: to avoid any risk of electrical shortcut, each spare battery must be wrapped separately.

**6.5. POC:** A passenger requiring a POC for medical reasons, the weight of which does not exceed 5kg, will be accepted by the Carrier. The passenger will be responsible to travel with the oxygen cylinder in good condition and will be able to manipulate the cylinder correctly in case of incident on board. The passenger may be requested to present a medical certificate. The Carrier or the Accredited Agent must however, be informed a minimum 48 hours before flight. The Carrier accepts a maximum of one such passenger per flight.

A passenger wishing to use a POC on board must meet the following conditions prior to boarding the aircraft:

- The passenger must inform the Carrier or its Accredited Agent of the intention to use a POC on board the aircraft.
- The POC machine must be approved by the FAA.
- The passenger must be in possession of a written and signed medical certificate for the use of a POC.

**The medical certificate for the use of a POC must:**

- declare if the use of oxygen is medically necessary or not for the totality or part of the flight indicated on the itinerary of the passenger.
- Indicate the maximal flow of oxygen, in liters per minute, corresponding to the cabin pressure in normal use conditions.
- Indicate that the planned usage time (duration) of the POC covers the whole duration of the flight plus 3 hours.
- Be kept by the passenger and presented on request to the crew at any time during the flight.
- The passenger must ensure that he has enough battery to power the POC for the duration of the flight, the time for connection on the ground when use is required, plus 3 hours additional to cover any unforeseen delays. The Carrier does not provide electrical supply in the aircraft.
- The passenger must ensure that all spare batteries are well protected against short circuits by having the terminals of the batteries built-in or wrapped so they cannot come into

contact with metallic objects, including terminals of other batteries.

**6.6. Flying when pregnant:** Until the end of week 36 of the pregnancy or until 4 weeks before the due date, pregnant women can fly with the Carrier if the pregnancy is normal and without complication. In case of multiple pregnancy and without complication, travel by air is possible until the end of week 32 of the pregnancy.

After the 28<sup>th</sup> week of pregnancy, a doctor's certificate dated maximum 7 days before the flight of normal pregnancy is requested. The doctor's certificate must contain a statement that there are no restrictions to air travel, the expected date of delivery and week of pregnancy.

**6.7. Unaccompanied Minor (UM):** In principle, the Carrier does not have a service for UM. Nevertheless, if this service is required with prior notice, the Carrier will study each request.

If the request is accepted, the following conditions will apply:

For a UM aged between 5 and 12 years, the unaccompanied minor service is mandatory. For any child aged over 12 to 16 years, this service is not required. The maximum number of UM is one per flight.

It is the responsibility of the parents to ensure all necessary documents for the trip are obtained. The "Handling Advice for Unaccompanied Minor" form for the hand-over of the child must be correctly filled in, certified by the Police or the District Authority, then printed in three copies.

It is essential for the Carrier to hold a copy before the flight.

**6.8. Passengers with visual and hearing impairments**

A passenger must inform the Carrier or Accredited Agent of any special needs at least 48 hours before the flight. Arrangements will be made to board earlier.

If travel is with a guide or assistance dog, please refer to **article 9.4.**

**ARTICLE VII: CHECK-IN AND BOARDING**

**7.1.** The deadlines for check-in vary from one airport to another. The passenger is

responsible for respecting check-in deadlines to facilitate their trip and avoid cancellation of their reservation. The Carrier or the Accredited Agent will provide the passenger with the necessary information about the deadline for check-in of the first flight of their travel.

**7.2.** The passenger must arrive early enough before departure of the flight to be able to carry out all the necessary formalities required for the trip. If he does not arrive on time or does not present all documents allowing check-in and that the passenger find himself in a position not to be able to travel, the Carrier reserves the right to cancel the reservation of the passenger without any further liability towards the passenger.

**7.3.** The passenger must be present at the boarding gate before the time indicated during the check-in. The Carrier reserves the right to cancel the reservation if the passenger is not present at the boarding gate latest at the time of boarding given to the passenger, without any further liability towards the passenger.

**7.4.** The liability of the Carrier cannot be sought, in any way, especially for any loss, damage or expense, if the passenger has not respected the conditions of this article.

## **ARTICLE VIII: REFUSAL AND LIMITATION OF TRANSPORT**

The Carrier reserves the right, at any time during the check-in, to refuse to transport the passenger and his baggage, if one or more of these situations has occurred or could occur:

- (a) The passenger has not complied with the General Conditions of Carriage.
- (b) The transport of the passenger and his baggage could put at risk security, health, hygiene, safety on board the aircraft, including if the passenger uses intimidation, abusive or insulting behaviour or language towards other passengers or crew/staff.
- (c) The physical or mental condition of the passenger, including that caused by consumption of alcohol, illegal substances or drugs which could represent a danger or even a risk to himself, other passengers, crew/staff or belongings.
- (d) The passenger has compromised security, order and/or discipline during check-in process or, in case of similar

behavior during connecting flights where the Carrier believes that such behaviour could happen again.

- (e) The Carrier has notified the passenger in writing that he and his baggage is banned from travelling on all flights the Carrier operates.
- (f) The passenger is not able to prove that he is the person designated in the field "name of passenger" of the ticket.
- (g) The passenger does not appear to hold valid travel documents, has tried to illegally enter a territory during transit, has destroyed his travel documents during the flight, has refused that copies of them are made and kept by the Carrier, or his travel documents are expired, incomplete or fraudulent (theft of identity, falsified or fake).
- (h) The ticket presented by the passenger
  - has been acquired fraudulently or bought from an organisation other than the Carrier or its Accredited Agent, or
  - has been reported as stolen or lost, or
  - has been falsified or is fake, or
  - includes a coupon which has been damaged or modified by someone other than the Carrier or its Accredited Agent.
- (i) The passenger has not respected instructions and regulations concerning security and safety.

## **ARTICLE IX: BAGGAGE**

### **9.1. General**

#### **9.1.1. Passenger obligations**

- (a) The passenger declares having full knowledge of the contents of his baggage.
- (b) The passenger agrees not to leave his baggage unattended from the moment he has prepared them, and not to accept objects from another passenger or from any other person.
- (c) The passenger agrees not to travel with baggage received from another person.
- (d) Passengers are advised to avoid to include in their baggage perishable or fragile goods. If they wish to do so, they should ensure correct and strong wrapping and protection in adapted containers so as not to damage these

objects or goods nor the baggage of other passengers or the aircraft of the Carrier.

#### **9.1.2. Non-permitted objects**

The passenger must not include in their baggage any object which is restricted or not allowed to be transported by applicable laws and regulations in each country of departure, destination, overflown or transited, which includes:

- (a) Objects potentially constituting a danger for the aircraft or the persons or goods on board, as mentioned by ICAO (International Civil Aviation Organization) Dangerous Goods and by IATA (International Air Transport Association) and in the regulations of the Carrier as applicable. Additional information is available on request from the Carrier, including but not limited to explosives, gas under pressure, oxidative, radioactive or magnetic substances, inflammable substances, toxic or corrosive, liquid substances of any kind (except approved liquids in the hand luggage and for personal use of the passenger during the flight).
- (b) Objects whose weight, dimensions, shape or composition make them unsuitable for transport, considering the type of aircraft used. Information to that effect will be provided, on request, to the passenger.
- (c) Carriage of sporting weapons and ammunition are permitted as Checked baggage, separately. These must be properly packed and have the safety on. The transport of ammunition is subject to ICAO Dangerous Goods Regulation and IATA, as indicated in paragraph (a) above.
- (d) Sharp weapons and objects, sprays used as defensive or offensive weapons, collector's weapons, swords, knives and other similar objects. If these objects are accepted by the Carrier, they must be packed in the checked baggage.
- (e) Live animals, with the exception of pets, which are carried under conditions in Article 9.4.

#### **9.1.3. Right of inspection**

For security and safety reasons and/or on the request from the Authorities, the passenger

may be subjected to a search or check (such as X-ray or others) of his baggage. If the passenger is not available, his baggage can be checked or searched in his absence, with the purpose of among others, to verify if they contain objects listed in article 9.1.2 above. If the passenger refuses to conform to such requests, the Carrier could refuse to transport him, as well as his baggage.

#### **9.1.4. Right to refuse the transport of baggage**

(a) The Carrier reserves the right, for security or safety reasons, to refuse to transport or continue to transport the baggage of a passenger if it contains objects listed in article 9.1.2. above or if the passenger has not respected the obligations defined in article 9.1.1. (a), (b) and (c). The Carrier has no obligation to accept responsibility for baggage which has been refused transport.

(b) The Carrier reserves the right to refuse, for security, safety or hygiene reasons for example, to transport any object incompatible with the air transport because of its dimensions, shape, weight, content, composition or its nature or could refuse to continue to transport it if he discovers it during the flight.

#### **9.2. Checked Baggage**

(a) The passenger shall drop his baggage for registration at the check-in counter of the Carrier/Accredited Agent before the deadline for check-in.

(b) As soon as the passenger has surrendered his baggage for registration, the Carrier/Accredited Agent will be responsible for the baggage and will give the passenger a baggage Identification Tag for each piece registered.

(c) The passenger must indicate his name on the Checked baggage.

(d) The checked baggage is transported in the same aircraft as the passenger.

(e) The checked baggage must be in good conditions to protect its content and resist to normal handling.

(f) It is advisable for the passenger not to include in his checked baggage currencies, jewelry, art objects, precious stones, silverware, valuable or other precious objects, optical or photo devices, computers, electric

and/or telecommunication devices, musical instruments, passports and identity cards, keys, official documents, etc... In the case of destruction, theft or damage to checked baggage, the Carrier will be liable only within the limits defined by the Montreal Convention and the Article 16 of the General Conditions of Carriage.

(g) Excepting applicable regulations, it is advisable for the passenger to include any medication in his hand baggage.

(h) Baggage allowance for infants: the standard Checked baggage allowance applies to infants and children **occupying a paying seat**.

With the agreement of the Carrier, the transport of a pushchair (dimensions must not exceed 15x30x100cm and a weight of 9kg) or a car seat, is possible at no extra cost.

### 9.3. Baggage allowance

a) Hand baggage will normally be restricted to hand bags, briefcases, coats and other personal effects. One item of hand baggage is permitted per passenger not exceeding 8kg.

(b) The passenger is responsible for his hand baggage in the cabin. In case of destruction, theft, loss or damage the Carrier is only liable if the damage was caused by negligence on the part of the Carrier or its Accredited Agent.

(c) In no circumstances can the baggage exceed a maximum weight of 17kg per passenger (hand baggage + checked baggage). The dimensions of checked baggage must not exceed 160cm (corresponding to the sum of the dimensions of the bag height + width + depth).

(d) The Carrier advises passengers to avoid hard shell suitcases as they are heavy when empty and reduce the usable allowance.

#### 9.3.1 Special cases

The following items are not considered part of the baggage allowance. They will be subjected to the available space and subject to prior request to the Carrier:

- Golf clubs
- Large musical instruments
- Surf board
- Pets
- Arms and ammunition

The latter, being considered as an Dangerous Goods article, will be accepted under the following conditions:

- a) The ammunition will be safely packed, in limited quantity and of a weight up to 5kg per person.
- b) The ammunition must be of small caliber (less than 20mm) and used for sporting activities.
- c) The ammunition must be stored in metal or plastic compact boxes.
- d) Weapons and ammunition must be transported as checked baggage, separately. Weapons shall be stored in the engine nacelle wing lockers and the ammunition inside the airplane in the baggage compartment.

### 9.4. Travelling with animals (pets)

#### 9.4.1 General

(a) Pets are domestic animals transported in the passenger cabin such as dogs & cats.

(b) Pets will be only authorized on Corporate flights (not on holiday Charter flights) and subject to prior notification and acceptance by the Carrier.

(c) The total number of pets per flight is limited to two (2).

(d) The passenger must present valid documents for the pet as required by the Authorities of the country of departure, of destination and of transit, such as among others Pet Passport, veterinary vaccination certificates and entry or transit permits.

(e) The maximum weight of the animal including the cage shall not exceed 8kg. The animal must be clean and healthy.

(f) The pet and its cage are included in the total baggage allowance of the passenger.

(g) The pet must be placed in a certified bag or cage, closed, containing the whole pet, in which it will be able to stand, turn around and breath easily and freely. The dimensions of the cage must not exceed 105cm / 42 inches (the sum of the length, height and width).

(h) The passenger agrees not to let the pet out, even partially, during the entire flight.

(i) The Carrier reserves the right to refuse the transport of pets if the above conditions are not met.

#### **9.4.2 Recognized Assistance dogs**

(a) Assistance dogs will be accepted in the cabin with prior notification to the Carrier or Accredited Agent for Holiday Charter and Corporate flights.

(b) The assistance dog must have a suitable restraint harness worn for the duration of the flight.

(c) The passenger must present valid documents as required by the Authorities of the country of departure, of destination and of transit, such as among others Pet Passport, veterinary vaccination certificates and entry or transit permits.

(d) Certification of the necessity of an assistance dogs may be required by the Carrier or its accredited Agent.

(e) The maximum number of assistance dogs accepted per flight is one.

#### **ARTICLE X: TIMETABLE**

The flights and the flight schedules shown on the tickets are there to inform the passenger about the flights proposed by the Carrier. These time indications are not definitive and are subject to modification after the date of their publication.

Additionally, the flight schedules indicated on the tickets are deemed, subject to modification for reasons outside of the control of the Carrier, to be an integral part of the Contract of Transport.

#### **ARTICLE XI: DELAYS AND CANCELLATION**

**11.1.** The Carrier will endeavor to take all necessary measures to transport without delay the passenger and his baggage. In this context, and with the goal to avoid cancellation of the flight, the Carrier or Accredited Agent could be forced to propose to the passenger to be transported to another airport or to fly with another Carrier or by any other means of transportation.

**11.2.** In case of cancellation for reasons outside of the Carrier's control, or of flight delays, and when the passenger holds a unique Contract of Transport (as per the Montreal Convention), the

Carrier will put into place all applicable measures as contained in the following regulation:

- a) The legislation **CE (regulation n° 261/2004)** covers the right to benefit from assistance, from a reimbursement and from an indemnity if the boarding of a flight for which the passenger holds a valid ticket and a confirmed reservation is refused, or in case of cancellation or of long delays of that flight. Regulation n° 261/2004 is applicable to all passengers departing from an airport of the European Union and to all passengers traveling to a State member of the European Union with a Carrier of the European Union, except if they have benefited from assistance in the country of departure.
- b) The passenger can only claim rights within the frame of the regulation n° 261/2004 with the Carrier in charge of operating the flight.
- c) The passenger only has rights indicated in the regulation n° **261/2004** concerning cancellation of flight or refusal of boarding.
- d) The Carrier's liability in case of delays for passengers and baggage is defined in the applicable Convention.

#### **ANNEXE XII: REFUNDS**

**12.1.** Requests for refund of tickets must be addressed to the issuer of the ticket (Accredited Agent).

**12.2.** Refunds are subjected to the applicable Regulation in the country of original purchase and/or to the country where refunds are to be made.

#### **ARTICLE XIII: BEHAVIOUR ON THE AIRCRAFT**

**13.1.** On board the aircraft, a passenger must not behave in a manner which can disturb, threaten or put in danger one or more persons, personal effects or the aircraft itself. The passenger must not prevent the crew to fulfill their duties and must obey any orders, instructions and recommendations aimed at ensuring the security and safety of the aircraft for the duration of the flight as well as the comfort of the passengers.

**13.2.** For safety reasons, the Carrier reserves the right to prohibit or limit the use of electronic devices such as mobile phones, laptops, portable recorders, portable radios, electronic games or radio transmitter/receptor, as well as radio-controlled games and walkie-talkies, with the exception of hearing aids and pace makers.

**13.3.** It is strictly forbidden to smoke on board the aircraft.

**13.4.** The Carrier reserves the right to limit or forbid the consumption of alcohol on board.

**13.5.** Taking videos or pictures other than for personal use is forbidden on board the aircraft.

**13.6.** If the passenger does not comply with the terms of this article, the Carrier can, in accordance with the law and regulations take any reasonable measures it deems necessary, including disembarking the passenger and/or using restraining measures at any time during the flight.

**13.7.** If the passenger does not comply with the terms of this article (and to those of article VIII related to the refusal or limitation of transport) or commits an offense or a reprehensible act on board the aircraft, the Carrier reserves the right to take legal action against this passenger.

**13.8.** If the passenger does not comply with the terms of this article, he could be put on a list of persons banned to embark on board the aircrafts of the Carrier.

#### **ARTICLE XIV: GROUND TRANSPORT**

##### **14.1. Accredited Agent**

When the Accredited Agent offers ground or maritime transport services (limousine, coach, train, boat, etc...), different responsibilities are applicable. Transport conditions and extent of the responsibilities are available on request from the Accredited Agent.

The Carrier is not liable for damages to passengers and their baggage during the above transport services.

##### **14.2. The Carrier**

If the flight is diverted from its destination, the Carrier shall be responsible for providing a suitable means of transport for a passenger to his final destination.

#### **ARTICLE XV: ADMINISTRATIVE FORMALITIES**

##### **15.1. General**

(a) It is the responsibility of the passenger to obtain all documents, visas and special permits necessary for his trip and, when applicable, for underaged children and/or for passengers for whom he has the responsibility and/or for pets with which he travels. He must also comply with the applicable Regulations of the countries (departure, destination and transit) and of the Carrier.

(b) The Carrier shall not be held responsible for the consequences which the passenger could eventually suffer in case of non-respect of the obligations described in article 15.1. (a).

##### **15.2. Travel Documents**

(a) The passenger is required to present all entry, exit and transit documents as well as health documents and others required by the applicable regulations in the countries of departure, destination and transit. The passenger is also required to present to and/or allow the Carrier to take a copy of them if necessary, or to write down information contained on them.

(b) The Carrier reserves the right, in accordance with article VIII, to refuse to transport the passenger if he does not comply with the applicable regulations or if the Carrier has doubts about the validity of the presented documents.

(c) The Carrier shall not be liable for the consequences (including loss or theft) which the passenger would suffer for not complying to the applicable regulations.

##### **15.3. Fines, detention costs and other charges**

(a) If a passenger is refused entry into a territory, he shall bear all the costs and fines which would be charged by the local authorities to the Carrier, as well as the charges, including VAT, should the Carrier eventually be forced by Government orders to bring the passenger back to his point of origin or elsewhere. The ticket for the transport to the country of which the entry would have been denied will not be reimbursed by the Carrier. Consequently, the passenger will have to approach his Accredited Agent.

(b) If the Carrier is required to pay any fine, penalty, fees, costs or other charges (such as detention costs) because the passenger has failed to obey laws or regulations, travel requirements of the country to which the passenger has travelled, or to produce the necessary documents as required by that country, the passenger must repay the Carrier the amount which was paid on the passenger's behalf. The Carrier may take this amount from the value of any unused part of the passenger's ticket, or any of the passenger's money which the Carrier has in its possession.

#### **15.4. Customs inspection**

(a) If necessary, the passenger must be present when requested to have his baggage inspected by customs or other government officials. The Carrier will not be liable for any damage or loss incurred during an inspection including if the passenger is not present or refuses to assist with the inspection of his baggage.

(b) The passenger must compensate the Carrier if an action, an omission or negligence on his part causes damage to the Carrier due to non-respect of the conditions in this article or the authorization given to the Carrier to proceed with the inspection of his baggage.

#### **15.5 Security screening**

(a) It is obligatory for the passenger and his baggage to undergo security checks imposed by government or airport officials as well as on the Carrier's request.

(b) The Carrier cannot be held responsible for having refused to transport a passenger, especially in the case where this refusal is based on the intimate conviction that the law, the regulations and/or the applicable requirements justified this refusal.

### **ARTICLE XVI: LIABILITY FOR DAMAGE**

#### **16.1. General**

The liability of the Carrier will be defined by the General Conditions of Carriage of the contracted Carrier, unless otherwise brought to the attention of the passenger. If the liability of the Carrier is engaged, it will be in the following conditions:

**16.1.1.** Transport done under the current General Conditions of Carriage is subjected to the rules of responsibility published under the

Montreal Convention of 28 May 1999, and the Regulation of the European Parliament and of the Council (CE) n° 889 of 13 May 2002 about the modification of the Regulations of the Council (CE) n° 2027 of 9<sup>th</sup> October 1997 relative to the responsibility of Carriers with regards to the transport of passengers and their baggage.

**16.1.2.** The Carrier is responsible for harm caused in case of death or injuries when these occur on board of the aircraft or during any boarding or disembarking operations as described in article 17 of the Convention.

**16.1.3.** As long as the following does not contradict the present General Conditions of Carriage, and whether the convention is applicable or not:

(a) The liability of the Carrier cannot exceed the amount of the proven direct damages and the Carrier will not be, in any way, liable for indirect damages or for any other damages not compensated.

(b) The liability of the Carrier shall not exceed the amount of direct proven damages and the Carrier shall in no circumstances be held responsible for indirect damages or any other form of non-compensable damages.

(c) The Carrier can, under no circumstance, be held responsible for the damages resulting from the respect by the Carrier of all legal dispositions or regulations (laws, regulations, decisions, requirements, and dispositions) or from the non-respect of these same circumstances by the passenger.

(d) The liability of the Carrier cannot be engaged in case of damages to the hand baggage, except if the damages are the direct consequence of a fault of the Carrier, from one of its representatives or Accredited Agents, which must be proven by the plaintive passenger.

(e) The Carrier is not liable for any illness, injury or handicap, including the death of a passenger, caused by the physical condition of the passenger, or the aggravation of this same condition.

(f) The Contract of Transport, including its General Conditions of Carriage and all the exceptions or limitations of liability mentioned are applicable to and benefit the Carrier's Accredited Agents and its representatives who

have acted in their own capacities, to the owner of the aircraft used by the Carrier, as well as to the representatives of this owner. The global amount which can be claimed from the above-mentioned persons cannot exceed the amount of the liability of the Carrier.

(g) If the negligence or other action or detrimental omission of the person claiming compensation or the person from which he got his rights has caused the damage or has contributed to it, the Carrier will be totally or partially relieved from its liability towards that person included in case of death or injury according to the applicable laws.

(h) Except as otherwise stipulated, none of the present conditions stipulates a renunciation of the exclusion or of the limitation of the liability of the Carrier, of the owner whose aircraft is used by the Carrier, of their Accredited Agents, representatives, according to the Convention and to the applicable laws.

## **16.2. Applicability on international and domestic flights**

### **16.2.1. Bodily injuries and death**

(a) In accordance with article 17, §1 of the Montreal Convention of 28 May 1999, the Carrier is liable for damage sustained in case of death or bodily injury of a passenger, upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any embarking or disembarking operations and subject to cases of exoneration of responsibility.

(b) The Carrier is not liable for damage if it can prove the following:

- the death or the bodily injuries result from the health, physical or mental condition of the passenger, prior to his embarkment on the flight.

- The damage as described in paragraph 16.2.1 (a) has been caused, fully or partially, due to the negligence, an action or a detrimental omission by the person claiming compensation or from the person from which he got his rights, according to article 20 of the Montreal Convention of 28 May 1999.

- The damage is not caused by the negligence, to another act or detrimental omission of the Carrier, his representatives or Accredited Agents, as long as the amount of the damage

is over 113 100 SDR per passenger according to article 21 §2 (a) of the Montreal Convention of 28 May 1999.

- The damage results only from the negligence, an action or a detrimental omission by a third party as long as the amount of the damage is over 113 100 SDR per passenger according to article 21 §2 (b).

(c) Amount for repairable damage:

- The amount of the liability of the Carrier in case of death or bodily injury of a passenger, according to paragraph 16.2.1 (a) above, is not subjected to a limitation. The amount for repairable damage will cover the repair of the damage, as it would have been agreed out of court, by expertise or by competent courts of law.

- With reference to these articles, the Carrier will compensate the passenger only above the amounts received by him, according to the social regime to which he is affiliated and only for the compensatory damages.

(d) The Carrier reserves the right of appeal and of substitution against a third party.

(e) In case of death or bodily injury resulting from an air accident, according to article 17 of the Montreal Convention of 28 May 1999 and to paragraph 2.1 (a) of this article and according to article 5 of the Regulation of the European Parliament and of the Council (CE) n°889 of 13 May 2002 modifying the Regulation of the Council (CE) n°2027 of 19 October 1997, the person identified as beneficiary could benefit from an advance payment allowing him to cover his immediate needs, in proportion to the material prejudice endured. This advance payment will not be lower than the equivalent in CHF of 16'000 SDR per passenger in case of death according to article 15 of the "Ordonnance sur le transport aérien (OTrA; RS 748.411)". Subject to the applicable law, this advance payment will be paid within 15 days from the moment of the identification of the rightful recipient and will be deducted from the final compensation payable for the deceased passenger.

According to the terms of article 5 of the Regulation n°889 of 13 May 2002 and article 28 of the Montreal Convention of 28 May 1999, the payment of these advances or anticipated payments does not constitute a recognition of

liability and these amounts could be deducted from the amounts paid later by the Carrier as compensation, in relation to its responsibility. This advance payment is not refundable except when proof is made that the negligence or any other act or detrimental omission of the person who asked for compensation or of the person from which he/she gets this right has caused the damage or has contributed to it, or when the person to whom the advance payment has been paid to had no right to receive this payment.

### **16.2.2 Delays**

#### **(a) Claimable damage**

- Only the direct damage, proven and resulting directly from a delay is claimable, excluding all indirect damage and all forms of damage other than compensatory.

- The passenger will have to establish the existence of the damage resulting directly from the delay.

#### **(b) Extent of Carrier liability**

- The Carrier will not be liable for claims resulting from a delay if the Carrier proves that itself, its representatives and Accredited Agent have taken all measures which could reasonably be necessary to avoid the damage or that it was impossible to take such measures.

- The Carrier is not liable for the damage resulting from a delay, if this delay is caused by the passenger or if he has contributed to it, that includes if the damage results fully or partially from the negligence, from any other act or detrimental omission of the person who asked for compensation or of the person from which he gets this right.

### **16.2.3. Baggage**

(a) In accordance with article 17 of the Montreal Convention of 28 May 1999, the Carrier is liable for the damage occurring in case of destruction, loss or damage to Checked baggage when the accident which caused the damage happened on board the aircraft during which the Carrier had the responsibility of Checked baggage.

#### **(b) Exoneration of Carrier liability**

- The Carrier will not be liable for damages to passenger's baggage if these result from nature causes or a defect. If goods

contained in the baggage are the source of the prejudice to another person or the Carrier, the passenger will must compensate the Carrier for all loss caused and expenses incurred as a result.

- The Carrier will bear no liability, other than that foreseen under section (c) below, for all damage and/or loss caused to fragile, valuable or inadequately wrapped objects.
- The Carrier will not be liable for partial or complete damages to baggage caused by negligence, any other act or detrimental omission of the person who asked for compensation or of the person from which he gets this right.

#### **(c) Amount for repairable damage**

- For Checked baggage and with exception of any acts or omissions done with the intention to cause damage, or by negligence and with the knowledge that damage could result from it, the liability of the Carrier in case of damage will be limited by the Montreal Convention to 1'131 SDR.

- For Hand baggage permitted on board, the liability of the Carrier will be applicable only in the case of proven mistake by itself or Accredited Agents.