

ARTICLE 1 – WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS As you read these conditions, please note that: “We”, “our” “ourselves” and “us” means Flybe Limited.

“You”, “Your” and “Yourself” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “Passenger”).

“Agreed Stopping Places” means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

“Air Passenger Duty” means the excise duty imposed by Her Majesty’s Revenue and Customs which is charged on the carriage of passengers flying from a United Kingdom or Isle of Man airport on an aircraft that has an authorised take-off weight of more than 5.7 tonnes or more than twenty seats for passengers;

“Airline Designator Code” means the two characters or three letters which identify particular air carriers.

“Assistance Dog” means a dog (including guide dogs) trained by a recognised dog training organisation approved by Assistance Dogs UK/Animal Health (DEFRA).

“Authorised Agent” means a passenger sales agent whom we have appointed to represent us in the sale of air transportation on our services.

“Baggage” means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

“Baggage Check” means those portions of the Ticket which relate to the carriage of your Checked Baggage.

“Baggage Identification Tag” means a document issued solely for identification of Checked Baggage.

“Checked Baggage” means Baggage of which we take custody and for which we have issued a Baggage Check. “Check-In Deadline” means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

“Conditions of Contract” means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate, by reference, these Conditions and notices.

“Conjunction Ticket” means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.

“Connecting Flight” means a subsequent flight providing onward travel on the same ticket or on a Conjunction Ticket.

**“Convention” means whichever of the following:**

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

“Coupon” means a paper Flight Coupon or an Electronic Coupon, each of which entitles the named passenger to travel on the particular flight identified on it.

“Damage” includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other damage to baggage, arising out of or in connection with carriage on flights we operate or other services we provide.

“Days” mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted. For the purpose of determining validity of a Ticket, we will not count the day on which the Ticket was issued, or the first flight commenced.

“Electronic Coupon” means an electronic flight coupon or other value document held in our database.

“Electronic Ticket” means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

“Flight Coupon” means that portion of the Ticket that bears the notation “good for passage,” or in the case of an Electronic Ticket, it means the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

“Force Majeure” means unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.

“Itinerary/Receipt” means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger’s name, flight information and notices.

“Passenger” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “you”, “your” and “yourself”).

“Passenger Coupon” or “Passenger Receipt” means that portion of the Ticket issued by us or on our behalf, which is so marked and which is to be retained by you.

“Regulation EU 261” means Regulation (EC) 261/2004 on the compensation of passengers in the event of denied boarding, cancellations and long delay of flights;

“Special Drawing Rights” or “SDRs” are an international unit of account, defined by the International Monetary Fund, based upon the values of several leading currencies. The currency values of the Special Drawing Right fluctuate and are re-calculated each banking day.

“Stopover” means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

“Tariff” means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

“Tax Redemption Fee” means the administration charge levied per person per sector for processing a tax redemption which is applied subject to the 24-hour Refund Policy;

“Through Fare” means a single ticket for a passenger’s continuous journey that involves connecting transportation on two or more flights, where baggage is checked in at departure and only collected at the ultimate destination.

“Ticket Type” means the different Tickets offered for sale which have different rules and restrictions associated with them, these are Just Fly; Get More and All-In or such other types as may be introduced from time to time;

“Ticket” means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

“Unchecked Baggage” means any of your Baggage other than Checked Baggage.

“Validity Period” means the period for which your ticket is valid for travel.

“Voluntary Fare Refund” means a refund, under article 10 of the fare for your ticket.  
“Website” means the internet site [www.flybe.com](http://www.flybe.com) provided by us for the purpose of Passengers making online reservations.

## **ARTICLE 2 – APPLICABILITY**

### **2.1 General**

Except as provided in Articles 2.2, 2.3 and 2.4, our Conditions apply only on those flights, or flight segments, which are operated by us or sold by us to you as principal and to any case where we have a legal liability to you in respect of your flight. We reserve the right to amend these terms and conditions from time to time without notice to you. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. Please note a condition of this contract is that any Booking for a Flight due to travel after 29 March 2019 is subject to us or the applicable air carrier having the necessary regulatory approvals and traffic rights to do so

### **2.2 Charter operations**

If carriage is performed pursuant to a charter agreement, these Conditions apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the Ticket. In such circumstances, we or our authorized agents will let you know which airline will be operating the flight at the time you make a reservation or, if arranged later, as soon as reasonably practicable.

### **2.3 Code shares and Franchise operations**

**2.3.1 Code Shares and Franchises** - On some services we may have arrangements with other carriers known as “Code Shares”. This means that even if you have a reservation with us and hold a ticket with our name or airline designator code for the flight, another carrier may operate the aircraft.

**2.3.2** On some services we have arrangements with other airlines called franchisees who will operate the aircraft on which you will travel using our name, our livery and the BE airline designator code.

**2.3.3** If either a code share or a franchise applies to your flight, we or our authorised agents will let you know if we or another airline will be operating the flight at the time you make a

reservation.

## **2.4 Overriding law**

**2.4.1** If these Conditions are inconsistent with our Tariffs or applicable law, the Tariffs or applicable law shall prevail.

**2.4.2** If any provision of these Conditions is invalid under any applicable law, the other provisions will remain valid.

## **2.5 Conditions prevail over other Regulations**

Except as provided in these Conditions, in the event of inconsistency between on the one hand these Conditions and on the other our Flight Information available on our Website or Passenger Charter, or any other regulations we may have, these Conditions shall prevail.

## **2.6 Validity of these Conditions**

If one of these Conditions is invalid, the other Conditions will remain valid.

## **ARTICLE 3 – TICKETS**

### **3.1 General provisions**

**3.1.1** We will provide carriage only to the Passenger named in the Ticket, and you will be required to produce appropriate photographic identification.

**3.1.2** Tickets are not transferable unless we agree and the applicable fee is paid.

**3.1.3** Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. Details of your ability to cancel your ticket and the refund available depending on the ticket type are set out in clause 10 and any additional terms which may be imposed by your booking agent. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

**3.1.4** If you have a non-refundable Ticket (as described in 3.1.3 above) that is unused due to Force Majeure, we will provide you with a credit of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee if you advise Flybe's Customer Call centre within 24 hours of your scheduled flight and furnish evidence of such Force Majeure.

**3.1.5** The Ticket is and remains at all times the property of us if it was issued by us or our Authorised Agents or the issuing airline.

**3.1.6** You will not be entitled to be carried on a flight unless you present either:

**3.1.6.1** a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon; or

**3.1.6.2** positive photographic identification and a valid Electronic Ticket that has been duly issued in your name.

**3.1.7** You shall not be entitled to be carried if the Ticket presented is spoiled, torn or damaged or if it has been altered or tampered with unless we or our authorised agents have made the alteration or your passport or other identification document is damaged or unreadable

**3.1.8** A ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

### **3.2 Replacement Tickets**

**3.2.1** If your Ticket (or part of it) becomes lost or mutilated or if you fail to present a Ticket containing the Passenger Coupon and all unused Flight Coupons, we will replace such Ticket (or part of it) by issuing a new Ticket, if: 3.2.1.1 You provide evidence that you had been issued a valid Ticket by us or our Authorized Agent for the flight(s) in question; and 3.2.1.2 You sign an agreement to reimburse us, up to the value of the original Ticket, for losses and/or expenses reasonably incurred by us or our Authorized Agent arising from misuse of the Ticket unless such losses/expenses result from our or our Authorized Agent's negligence.

**3.2.2** We may charge you a reasonable administration fee for reissuing the Ticket, unless the loss or damage was due to our negligence or negligence on the part of our Authorised Agent.

**3.2.3** If you cannot prove that you had a valid Ticket or you do not sign an agreement (as mentioned in Article 3.2.1.2) you may be required to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when we are satisfied that the Ticket has not been used before the expiry of its validity or if, upon finding the original Ticket before the expiry of its validity, you surrender it to us or our Authorized Agent.

### **3.3 Period of validity**

**3.3.1** Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs (in which case the limitation will be shown on the Ticket), a Ticket is valid for:

**3.3.1.1 one year from the date of issue; or**

**3.3.1.2** subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.

**3.3.2** If you are prevented from travelling within the period of validity of the Ticket because we are unable to confirm a reservation at the time you request a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

**3.3.3** If you become ill after the commencement of your journey and you are prevented from travelling within the period of validity of the Ticket, we may extend the period of validity of your Ticket until either the date when you become fit to travel; or our first available flight after such date in the class of service for which the fare has been paid from the point where the journey is resumed. You must provide us with a medical certificate stating the facts relating to your illness and confirming the date that you will be fit to travel again.

**3.3.4** When the flight coupon(s) or electronic coupon remaining in the Ticket involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on the medical certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

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

**3.4 Coupon sequence and use**

**3.4.1** The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

**3.4.2** Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of your fare.

**3.4.3** Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation.

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

**3.4.5** Each Flight Coupon contained in your Ticket will be accepted for carriage in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

**3.4.6** If you do not show up for any flight without advance notice to us, we will cancel your return or onward reservations.

**3.5 Name and address of carrier: Flybe Limited (“Flybe”).**

Our name may be abbreviated to our Airline Designator Code “BE”, or otherwise, in the Ticket.

Our address is: New Walker Hangar, Exeter International Airport, Clyst Honiton, Exeter, EX5 2BA.

**ARTICLE 4 – FARES, TAXES, FEES AND CHARGES AND CURRENCY**

**4.1 Fares**

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise agreed by us. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the

specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

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

**4.2.1** You are required to pay any applicable taxes, fees and charges ("TF&Cs") imposed at any time by government, other authority or the operator of an airport. You will be advised of TF&Cs not included in the fare at the time you purchase your Ticket and these will normally be shown separately on the Ticket.

**4.2.2** The TF&Cs imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in any of the TF&Cs shown on the Ticket, or a new TF&C is imposed, even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any TF&Cs paid by you to us at the time of Ticket issuance are abolished or reduced so that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund from us.

**4.2.3** If you do not use your Ticket or any part of it, you are entitled to claim a refund of any TF&Cs relating to the unused part which you paid, less the Tax Redemption Fee.

#### **4.3 Currency**

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

### **ARTICLE 5 – RESERVATIONS**

#### **5.1 Reservation requirements**

**5.1.1** We or our Authorised Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

**5.1.2** Certain fares have conditions which limit or exclude your right to change or cancel reservations. See more details in clause 10 below.

#### **5.2 Ticketing time limits**

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent, we may cancel your reservation. With reference to Groups bookings (9 or

more passengers), names and full balance payment are required a minimum of six weeks before date of departure. For bookings made within six weeks the full balance is required within one day of the date of booking. If a booking is made within three days of departure, full payment must be made at the time of booking. Failure to pay balance by this deadline will result in all seats being cancelled.

### **5.3 Personal Data Protection**

**5.3.1** You recognize that your personal data has been provided to us for the purposes of: making a reservation (including any Charter, Code Share or Franchise flight whether operated by us or another carrier) or making a reservation with another carrier should we need to transfer your reservation or the operation of any of our flights; issuing a Ticket; providing you with your transportation and ancillary services related to your travel; administration of accounting, billing and auditing procedures; facilitating immigration and entry procedures; dealing with customs control; meeting security requirements; handling customer relations issues; marketing of products (providing you have us your consent); customer research; data analysis; managing your booking and travel experience; operating frequent flyer programmes; organising assistance by third parties at airports on behalf of passengers requiring special assistance and passengers with reduced mobility, meeting obligations to make your data available to government agencies and helping us develop technology to better serve you in the future. For all these purposes, you authorise us to retain and use your personal data and to to share or otherwise transmit it to our own offices, our Authorised Agents, government agencies, credit and other payment card companies, other carriers including any Charter operator or lessor, Code Share or Franchise flight partners, or the third party service providers of the aforementioned services. This consent shall include the sharing of data with other carriers where we refuse carriage for any reason, including disruptive or illegal behaviour.

**5.3.2** Third party advertisers may use information about your visits to our website, but unless you are otherwise notified by us and you consent, they will not use any information that can be linked to you as an identifiable person.

### **5.4 Seating & Aircraft**

#### **5.4.1 Seating**

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

#### **5.4.2 Aircraft**

**5.4.1** We will try to provide for your carriage the aircraft specified in our timetable or specified to you at the time of issue of your ticket, however, we cannot guarantee any particular aircraft. We reserve the right to substitute a different aircraft type and model. This may be necessary for operational, safety or security reasons.

**5.4.2** There may be occasions where it is necessary for us to temporarily supplement our fleet with aircraft operated for our benefit by another airline. In such circumstances, we shall try to ensure that you receive the same level of in-flight service, entertainment and baggage allowance advertised for your flight but we cannot guarantee that this will always be possible.

#### **5.5 Reconfirmation of reservations**

**5.5.1** Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done.

**5.5.2** If reconfirmation is required and you fail to do so, we may cancel your onward or return reservations. We will reinstate your reservations and transport you if you notify us and there is space on the flight in the same class of fare. If there is no available space, we will use reasonable efforts to transport you to your next or final destination. If there is an increase in fare the difference will be payable.

**5.5.3** You should check the reconfirmation requirements of any other carriers involved in your journey. Where it is required, you must reconfirm with the carrier whose Airline Designator Code appears for the flight in question on the Ticket.

#### **5.6 Cancellation of onward reservations**

If you do not show up for any flight without advising us in advance, we will cancel your return or onward reservations. However, if you advise us in advance, we will not cancel your subsequent flight reservations.

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

### **6.1 Check-in deadlines**

**6.1.1** Check-in Deadlines are different at every airport and we recommend that you inform yourself about these times and honour them.

**6.1.2** We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. Check-in Deadlines for our flights can also be found on our Website, or may be obtained from us or our Authorised Agents.

**6.1.3** Your journey will be smoother if you allow yourself ample time to check-in. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines at the applicable airport.

**6.2** You must be present at the boarding gate no later than the time specified by us when you check in.

**6.3** We reserve the right to cancel the space reserved for you if you fail to arrive at the boarding gate in time.

**6.4** We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article 6.

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

### **7.1 Our right to refuse to carry you**

**7.1.1** We may decide to refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

**7.1.1.1** If carrying you or your baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.

**7.1.1.2** If carrying you or your baggage may affect the comfort of any person in the aircraft.

**7.1.1.3** If you are or we have reasonable grounds to believe that you are intoxicated, drunk or under the influence of drink or drugs.

**7.1.1.4** If you are, or we reasonably believe you are, in unlawful possession of drugs.

**7.1.1.5** If your mental or physical state or health is a danger or risk to you, the aircraft or any person in it.

**7.1.1.6** If you have refused to allow a security check to be carried out on you or your baggage.

**7.1.1.7** If you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security.

**7.1.8** If you have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of the crew of the aircraft.

**7.1.1.9** If you have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft.

**7.1.1.10** If you have deliberately interfered with a member of the crew of the aircraft carrying out their duties.

**7.1.1.11** If you have put the safety of either the aircraft or any person in it in danger.

**7.1.1.12** If you have made a hoax bomb or other security threat.

**7.1.1.13** If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft.

**7.1.1.14** If you have not, or do not appear to have, valid travel documents.

**7.1.1.15** If you try to enter a country for which your travel documents are not valid.

**7.1.1.16** If the immigration authority for the country you are travelling to, or for a country in which you have a stopover, has told us (either orally or in writing) that it has decided not to allow you to enter that country, even if you have, or appear to have, valid travel documents.

**7.1.1.17** If you destroy your travel documents during the flight.

**7.1.1.18** If you have refused to allow us to photocopy your travel documents.

**7.1.1.19** If you have refused to give your travel documents to a member of the crew of the aircraft, when we have asked you to do so.

**7.1.1.20** If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger.

**7.1.1.21** If carrying you would break government laws, regulations, or orders.

**7.1.1.22** If you have refused or failed to give us information which a government authority has asked us to provide about you, including passenger information requested in advance of your flight.

**7.1.1.23** If you have not presented a valid ticket.

**7.1.1.24** If you have not paid the fare (or any applicable surcharges, taxes, fees or charges) for your journey.

**7.1.1.25** If you have presented a ticket acquired illegally.

**7.1.1.26** If you have presented a ticket which you did not buy from us or our authorised agents.

**7.1.1.27** If you have presented a ticket which was not issued by us or our authorised agents.

**7.1.1.28** If you have presented a ticket which has been reported as being lost or stolen.

**7.1.1.29** If you have presented a counterfeit ticket.

**7.1.1.30** If you have presented a ticket with an alteration made neither by us nor our authorised agents.

**7.1.1.31** If you have presented a spoiled, torn or damaged ticket or a ticket which has been tampered with.

**7.1.1.32** If you cannot prove you are the person named in the ticket.

**7.1.1.33** If you have changed your transportation without our agreement as set out in clause 3.4.3.

**7.1.1.34** If you have failed to present your ticket or your boarding pass or your travel documents to us when reasonably asked to do so.

**7.1.1.35** If you have failed to complete the check-in process by the check-in deadline.

**7.1.1.36** If you have failed to arrive at the boarding gate on time.

**7.1.1.37** If you have refused or failed to undergo health screening or a health examination requested by us or by a government or enforcement agency.

**7.1.1.38** If you have behaved in a way mentioned above on or in connection with a previous flight and we believe you may repeat this behaviour.

**7.1.1.39** when we have banned you from our route network.

if we have given you a banning notice and you have bought your ticket while the ban applies. By a banning notice we mean a written notice we have given to you informing you that you are banned from being carried on our route network. (This means you are banned from travelling

on all flights we operate.) This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask you not to buy a ticket or ask or allow anyone to do so for you.

If you try to travel while a banning notice is in force, we will refuse to carry you and you will not be entitled to an involuntary fare refund.

### **7.1.2 Unacceptable behavior**

If, while you are on board the aircraft, we reasonably believe that you have:

put the aircraft, or any person in it, in danger deliberately interfered with the crew in carrying out their duties failed to obey the instructions of the crew relating to safety or security failed to obey the seat-belt or no-smoking signs committed a criminal offence allowed your physical or mental state to become affected by drink or drugs failed to obey the crew's instructions relating to drink or drugs made a hoax bomb or other security threat threatened, abused or insulted the crew or other passengers behaved in a threatening, abusive, insulting or disorderly way towards the crew or other passengers or behaved in a way which causes discomfort, inconvenience, damage or injury to the crew or other passengers

we may take any measures we think reasonable to prevent you continuing your behaviour.

When the aircraft lands, we may decide to:

make you leave the aircraft refuse to carry you on the remaining sectors of the journey shown on your ticket and report the incident on board the aircraft to the relevant authorities with a view to them prosecuting you for any criminal offences you might have committed.

Diversion costs caused by unacceptable behavior If, as a result of your behaviour, we divert the aircraft to an unscheduled place of destination and make you leave the aircraft, you must pay us the reasonable and proper costs of the diversion.

### **7.1.3 Using electronic devices on board the aircraft**

For safety reasons, we may decide not to allow you to use electronic devices when you are on board the aircraft, including:

- Mobile phones
- laptop computers
- personal recorders

- personal radios
- MP3, cassette and CD players
- Electronic games or transmitting devices (for example, radio-controlled toys and walkie-talkies).

You must not use these items when we have told you that they are not allowed.

We will allow you to use hearing aids and heart pacemakers.

## **7.2 Consequences of refusal to carry or removal of passenger**

If we have, in the exercise of our reasonable discretion, refused to carry you, or removed you en route, for any of the reasons mentioned in Article 7.1, then we may cancel any remaining unused portion of the Ticket. You will not be entitled to further carriage or to any refund with respect to any of the sectors covered by the Ticket and we will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route.

## **7.3 Special assistance**

**7.3.1** Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other persons requiring special assistance is subject to prior agreement by us or our Authorized Agent.

**7.3.2** If you are a passenger with a disability and you require any special assistance, you should inform us at the time of booking of your special needs. We will carry you where arrangements have been made to provide for your special needs on a minimum of 48 hours' prior notice. If you do not inform us at the time of booking of your special needs, we will nevertheless use reasonable efforts to accommodate your special needs.

**7.3.3** Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

### **7.3.4 Seating**

All the rules of seating in article 5.4 apply to seating passengers with a disability. In addition if you are a passenger with a disability which causes you to need a bulkhead seat, such as a disability which causes you to be accompanied by an assistance dog in the cabin in accordance with clause 8.1.2, and you request a bulkhead seat, it will be provided to you if it is not already assigned to another passenger with a disability.

### **7.3.5 Travel with an attendant**

We may require that you travel with an attendant if it is essential for safety or you are unable to assist in your own evacuation from the aircraft or you are unable to understand safety instructions.

### **7.3.6 Baggage**

There is no charge for transporting any assistive device, such as a wheelchair or a cane, and such assistive devices will not be counted towards your free baggage allowance. On flights where medical oxygen is permitted, you will be charged for the service of medical oxygen (and you will be required to be accompanied by an attendant).

### **7.3.7 Stretchers**

We reserve the right to cease accepting passengers who must travel on a stretcher on any flight.

## **ARTICLE 8 – BAGGAGE CABIN AND CHECKED/HOLD**

### **8.1 Baggage allowance**

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

**8.1.2** All Checked Baggage is subject to a fee, the level of which depends on whether you have pre booked the baggage or if you make the booking arrangements at the airport at the time you check-in. Specific rates are available upon request from us or our Authorised Agents. The Checked Baggage rates apply for all bags up to your stated baggage allowance (which may include multiple items). Any Checked Baggage in excess of your stated baggage allowance will be charged at Excess Baggage rates in accordance with 8.2 below. Separate charges will apply for carriage of sporting goods and exceptional items. These rates are available on our website or from us upon request.

### **8.2 Excess baggage**

**8.2.1** You will be required to pay a charge for carriage of Baggage in excess of the baggage allowance. These rates are available from us upon request.

**8.2.2** Excess baggage will only be carried subject to space and weight being available on the flight. If excess baggage is not carried on the same flight, it will be forwarded to the ticketed

destination airport as soon as possible. Flybe reserves the right to ask passengers to collect such items on their arrival.

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

**8.3.1** Information about unacceptable items is available upon request. If we discover that you are carrying forbidden items, we will refuse to carry them and possibly you. For example, you must not include in your Baggage (whether as checked or unchecked Baggage) items: 8.3.1.1 which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations;

**8.3.1.2** which are prohibited from being carried by the applicable laws, regulations or orders of any state to be flown from or to;

**8.3.1.3** which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used;

**8.3.1.4** such as firearms and ammunition other than for hunting and sporting purposes. Weapons including antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified above;

### **8.4 Items unacceptable as Checked Baggage**

You must not include in your Checked Baggage fragile or perishable items or items having a special value including but not limited to the following items: money, credit cards, jewellery, precious metals; computers; personal electronic devices; negotiable papers, securities, or other valuables, business documents, passports and other identification documents, samples, works of art, house keys or car keys, cameras, or human remains, including ashes.

## **8.5 No liability for loss or damage**

If, despite being prohibited, any items referred to in Article 8.3 and 8.4 are included in your checked or unchecked Baggage, as set out above, we shall not be responsible for any loss or damage to such items.

## **8.6 Right to Refuse Carriage of Baggage**

**8.6.1** We will refuse to carry as Baggage the items described in Articles 8.3 and 8.4, and we may refuse further carriage of any such items upon discovery.

**8.6.2** We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers.

**8.6.3** We may refuse to accept Baggage for carriage unless it is in our opinion properly and securely packed in suitable containers. Information about acceptable packing and containers is available upon request.

## **8.7 Right of search**

**8.7.1** For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Article 8.3 or 8.4 or any firearms, ammunition or weapons, which have not been presented to us in accordance with Article 8.3.

**8.7.2** If you are unwilling to comply with a search and scan of your person and/or Baggage we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes Damage to your Baggage, we shall not be liable for such Damage unless due to our proven fault or negligence.

## **8.8 Checked baggage**

**8.8.1** Upon check-in of your checked Baggage we shall take custody of it and we will issue a Baggage Identification Tag for each piece.

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

**8.8.3** Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. Subject

to 8.2.2, if your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

## **8.9 Unchecked baggage**

**8.9.1** We may set maximum dimensions and/or weight for unchecked Baggage. All unchecked Baggage must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your unchecked Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, you must check it in as Checked Baggage, subject to Articles 8.2 and 8.3.

**8.9.2** Objects which we deem are not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the aircraft cabin if we conclude that the item can be carried safely and such items are properly packaged. You must give us notice and obtain our approval in advance. You may have to pay a separate charge for this service.

## **8.10 Collection and delivery of checked baggage**

**8.10.1** Subject to Article 8.6.3, you must collect your Checked Baggage as soon as it is made available at your destination or Stopover. If you fail to collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any notice or liability to you. **8.10.2** Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage. **8.10.3** If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

## **8.11 Animals**

### **8.11.1 Cats and Dogs.**

Subject to our agreement, carriage of cats and dogs on flights as cargo may be available, and if so will be charged the applicable cargo rate (with possible additional documentation required and transaction fees applicable at the airports of origin and destination) if the following conditions are satisfied:- **8.11.1.1** booking confirmation being received prior to shipment of the

animal; 8.11.1.2 payment of charges at the applicable cargo rate; 8.11.1.3 presentation of a valid health certificate issued by a vet; and 8.11.1.4 the animal is at least 12 weeks of age.

### **8.11.2 Assistance Dogs.**

Assistance dogs may be carried within the cabin on domestic UK flights only.

Assistance dogs may be carried as cargo on international flights.

On international flights (by which we mean all flights other than domestic flights) the following will apply:

Assistance dogs accompanying passengers with a disability can be taken into the aircraft cabin if applicable laws permit it and if the necessary arrangements are in place at the relevant airports.

Assistance dogs accompanying passengers with a disability will be carried free save that we may make a charge if an adjacent seat has to be withdrawn from use to accommodate a passenger with a disability and an accompanying assistance dog.

Assistance dogs which cannot be taken into the aircraft cabin, pet dogs and pet cats will be carried as checked baggage or as cargo, according to our policy at the relevant time. All other animals must be carried as cargo.

We will only carry animals if it would be legal for them to arrive at your place of destination or transit point.

On all flights (by which we mean both domestic and international) the following will apply: Except for assistance dogs accompanying passengers with disability, animals and their containers accepted as checked baggage will not be part of your free baggage allowance and you will have to pay an excess baggage charge for them.

You must make sure that all animals travelling as checked baggage are put in proper, adequate and secure containers. If you fail to do this, we may decide not to carry the animals. You must present to us all health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for the animals. If you fail to do this, we may decide not to carry the animals.

Unless carrying the animals is covered by the liability rules of the convention, we will not be responsible for their loss, sickness, injury or death unless we have been negligent. We are not liable to you for any loss you suffer because you do not have the health and

vaccination certificates, entry permits, transit permits, exit permits and other documents needed for your animals. You must repay to us any fines, costs, charges, losses or liabilities we have paid or suffered because you did not have these documents. From time to time we adopt regulations for carrying animals. Please ask us or our authorised agents for a copy

The airports of departure and destination must also have the facilities to process dogs under the PET Travel Scheme and the dog must conform to all parts of the PET Travel Scheme. Where permitted, Assistance dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

### **8.11.3 Other Animals.**

Carriage of other animals may be available upon written agreement by us in advance of the flight. Further details are available on request.

**8.11.4** Right of Refusal. We reserve the right, at our absolute discretion, to refuse to carry any animals. All carriage is in accordance with the conditions of carriage detailed in the current edition of the IATA Live Animals Regulations.

### **8.11.5 Limitation of Liability.**

**8.11.5.1** Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, delay sickness or death of an animal which we have agreed to carry unless caused by our negligence.

**8.11.5.2** We will have no liability in respect of any animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person shipping the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

### **8.12** Items removed by airport security personnel

**8.12.1** We will not be responsible for, or have any liability in respect of, articles removed from your Baggage by airport security personnel acting in accordance with any applicable regulations, whether or not such items are subsequently retained or destroyed by such airport security personnel or are passed by them to us.

### **8.13 Human remains policy**

**8.13.1** Human remains will be accepted for carriage as cargo only where we have agreed in advance and the remains are securely packaged in an appropriate container.

**8.13.2** The carriage of human ashes is accepted subject to our regulations. A copy of the death certificate and cremation certificate should accompany the ashes, which must be securely packaged in an appropriate vessel and contained within the passenger's hand baggage. Handling agents should be advised that ashes are accompanying the passenger upon check in.

## **ARTICLE 9 – SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS AND DENIED BOARDING**

### **9.1 Schedules**

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

**9.1.2** Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. We may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change in excess of 2 hours to the original flight scheduled time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund for the relevant Flybe flight in accordance with Article 10.2. On acceptance of any flight change, we offer a 48 hour cooling off period for you to change your mind.

**9.1.3** We will take all reasonably necessary measures to avoid delay in carrying you and your Baggage.

### **9.2 Cancellation and Long Delays**

#### **9.2.1 Cancellation**

To prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

**9.2.2** If your flight is cancelled or we are unable to provide previously confirmed space, we shall provide compensation and assistance to those Passengers affected in accordance with applicable law.

**9.2.3** This will not apply if you fail to meet the check-in and boarding requirements in Article 6 or we exercise our rights to refuse to carry you under Article 7.

**9.2.4** In the event that a particular route is withdrawn or cancelled we will use reasonable endeavours to re-book you with another carrier operating the route, if available, unless you direct otherwise.

### **9.2.5 Schedules**

Before we accept your booking, we or our authorised agents will tell you the scheduled departure time of your flight and it will be shown on your ticket or itinerary and receipt. We may need to change the scheduled departure time of your flight after your ticket has been sent to you or to change the scheduled departure terminal for your flight. If you give us or our authorised agents contact information, we or they will try to let you know about any changes.

#### Long Delays

Subject to the flight distance and expected delay, if we face a delay and if required by applicable law, we shall provide you with assistance (e.g. phone calls, refreshments/meals and accommodation) in reasonable relation to the waiting time provided that the provision of such assistance will not result in a further delay of the flight.

If as a result of the delay, your departure will be more than 5 hours delayed, and if required by applicable laws, you will be entitled to a refund in accordance with the provisions of Article 10 and if relevant a return flight at the earliest opportunity to your first point of departure. If your flight is delayed 3 hours or more and if the delay is not caused by Extraordinary Circumstances which could not have been avoided if all reasonable measures had been taken you will be entitled to compensation if provided by applicable law. For travel within EU and from a non-EU country into EU applicable law is Regulation (EC) 261/2004.

### **9.3 Denied Boarding**

**9.3.1** Sometimes it is necessary for us to deny boarding to a passenger even though he or she holds a confirmed reservation, has met the applicable check-in deadline, and is not precluded from boarding by reason of application of Articles 7 or 11 or for what we consider to be other reasonable grounds. If you are eligible to board a flight operated by us, we will try to avoid any need to deny you boarding against your will by offering you and all similar passengers the opportunity to volunteer to surrender one or more confirmed reservations in exchange for

benefits. If you are an unaccompanied child, disabled person, a person with reduced mobility or a person accompanying a disabled or person with reduced mobility, we will not deny you boarding against your will unless unavoidable.

**9.3.2** If you are Denied Boarding against your will in circumstances where you hold a confirmed reservation for the flight, have met the applicable check-in deadline, and are not precluded from boarding by reason of application of Articles 7 or 11 or for what we consider to be other reasonable grounds, you will be entitled to any rights and remedies as may be available pursuant to applicable law including EU Regulation 261/2004.

#### **9.4 No Further Liability**

Upon the occurrence of any of the events set out in this Article 9, except as otherwise provided by Regulation 2027/97, the Warsaw Convention or the Montreal Convention (as applicable) or Article 15, the rights and remedies specified are the sole and exclusive rights and remedies available to you and we shall have no further liability to you.

### **ARTICLE 10 – REFUNDS**

#### **10.1 Entitlement to Refund**

**10.1.1** We will refund a Ticket or any unused portion, in accordance with the applicable fare rules, Ticket Type or Tariff, as follows: 10.1.1.1 Except as otherwise provided in this Article, we will make a refund to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment; 10.1.1.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket.

**10.1.3** Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

**10.1.4** Subject to the remainder of this clause 10, if you have a Just Fly Ticket Type these are non-refundable tickets you will not be entitled to a refund of any monies paid for flights or optional services save that you may apply for a refund of Air Passenger Duty subject to payment of the Tax Redemption Fee.

**10.1.5** Subject to the remainder of this clause 10, if you have a Get More Ticket Type you may cancel your booking by calling our contact centre within opening hours within 24 hours of making the original booking provided that you may not cancel it within two hours of the

scheduled departure time of the flight. If you cancel in this manner you will receive the applicable refund which will include any applicable Air Passenger Duty less the applicable cancellation fee. For more information see our Tariffs page. You will not be charged a separate Tax Redemption Fee.

**10.1.6** Subject to the remainder of this clause 10, if you have an All-In Ticket Type you may cancel your booking by calling our contact centre within opening hours within 24 hours of making the original booking provided that you may not cancel it within two hours of the scheduled departure time of the flight. If you cancel in this manner you will receive the applicable refund in full which will include any applicable Air Passenger Duty. No cancellation fees apply to this ticket type. No additional Tax Redemption Fee will apply to this cancellation type. For more information see our Tariffs page.

**10.1.7** Any cancellations that are made over 24 hours after the original booking was made are non-refundable. Save that if your ticket is not used you may be able to claim a refund of any unused taxes, namely Air Passenger Duty, subject to payment of the applicable Tax Redemption Fee.

## **10.2 Involuntary refunds**

**10.2.1** If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a Through Fare, the amount of the refund shall be: 10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid; 10.2.1.2 if a portion of the Ticket has been used, not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

## **10.3 Voluntary refunds**

**10.3.1** If you are entitled to a refund of your Ticket for reasons other than those set out in 10.2, the amount of the refund shall be: 10.3.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees; 10.3.1.2 if a portion of the Ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

## **10.4 Refund on lost ticket**

**10.4.1** If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition: 10.4.1.1 that the lost Ticket, or portion of it, has not been used, previously refunded or replaced (except where the use, refund or replacement by or to a third party resulted from our own negligence); 10.4.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

**10.4.2** If we or our Authorised Agent lose the Ticket or a portion of it, we will be responsible for any loss.

### **10.5 Right to refuse a refund**

**10.5.1** We may refuse a refund where application is made after the expiry of the validity of the Ticket.

**10.5.2** We may refuse a refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

**10.5.3** We may refuse a refund in the circumstances mentioned in Article 7.2.

**10.5.4** We may refuse a refund if the Ticket Type purchased does not meet refund eligibility criteria.

### **10.6 Currency**

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

### **10.7 By whom ticket refundable**

Voluntary refunds will be made only by the carrier which originally issued the Ticket or by its Authorized Agent.

## **10.8 Checked Baggage Fees and Other products**

Checked Baggage and additional product fees are non-refundable once paid. If you choose to cancel the flight or if you choose to fly but do not check-in the baggage or take advantage of the additional products you booked you are not entitled to a refund.

## **ARTICLE 11 - CONDUCT ABOARD AIRCRAFT AND RIGHT TO REFUSE CARRIAGE**

### **11.1 General**

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

### **11.2 Payment of diversion costs**

If, as a result of conduct as described in Article 11.1, we decide to divert the aircraft for the purpose of offloading you, you must pay all costs resulting from that diversion.

### **11.3 Electronic devices**

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

## **ARTICLE 12 - ARRANGEMENTS FOR ADDITIONAL SERVICES**

**12.1** If we make arrangements for you with any third party to provide services other than carriage by air, or issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, we are acting

only as your agent. Your agreement will be with the supplier and not with us. The terms and conditions of the third party service provider will apply.

**12.2** These Conditions will be applicable in whole or in part to surface transportation provided by us unless we notify you otherwise.

## **ARTICLE 13 – TRAVEL DOCUMENTS, ENTRY REQUIREMENTS, CUSTOMS INSPECTION & SECURITY SCREENING**

### **13.1 General**

**13.1.1** You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit. **13.1.2** We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### **13.2 Travel documents**

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

**13.3** Refusal of entry If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

**13.4** Passenger responsible for fines, detention costs, etc. If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to com