

## BLUE ISLANDS LTD CONDITIONS OF CARRIAGE

ISSUE DATE; 10 August 2020

General conditions of carriage (Passenger and Baggage) - Blue Islands Limited

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

As you read these conditions, please note that: "We", "our" "ourselves" and "us" means Blue Islands 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.

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

"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 of Carriage and notices.

"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 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 events beyond your 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.

"SPECIAL DRAWING RIGHTS" 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.

"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" 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.

## ARTICLE 2 - APPLICABILITY

### 2.1 General

Except as provided in Articles 2.2 and 2.4, our Conditions of Carriage 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.

### 2.2 Charter operations

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

## 2.3 Code Shares

On some services we 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. If such arrangements apply we will advise you of the carrier operating the aircraft at the time you make a reservation.

## 2.4 Overriding law

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

**2.4.2** If any provision of these Conditions of Carriage 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 of Carriage, in the event of inconsistency between on the one hand these Conditions of Carriage and on the other our Flight Information available on our Website or Passenger Charter, or any other regulations we may have, these Conditions of Carriage shall prevail.

## 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 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. 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 may, at our absolute discretion, provide you with a credit of the non-refundable amount of the fare, for future travel with us, subject to deduction of a reasonable administration fee if you advise Blue Islands Customer Care 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 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 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 mutilated or if it has been altered otherwise than by us or our Authorised Agent.

**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

### 3.3 Period of validity

**3.3.1** Except as otherwise provided in the Ticket, these Conditions of Carriage, 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 at our absolute discretion.

**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, but otherwise your unused Coupons have no value.

**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 may cancel your return or onward reservations.

### 3.5 Name and address of carrier

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our trading address is Blue Islands Hangar, Le Bourg, Forest, Guernsey, GY8 0AN

**3.5.5** [www.blueislands.com](http://www.blueislands.com) [the website] is operated by Blue Islands Services Ltd, 100 Avebury Boulevard, Milton Keynes, MK9 1FH

## 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 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.

**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 a service charge of £25.00 per booking.

## 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 electronic confirmation of your reservation(s).

**5.1.2** Certain fares have conditions which limit or exclude your right to change or cancel reservations.

### 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.

### 5.3 Personal data

**5.3.1** You agree that personal data given to us by you may be used for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, providing you with your transportation and any related services and facilities, accounting and billing, statistical analysis, developing services, facilitating immigration and entry procedures, customer relations and making available such data to government agencies, and communicating with you in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, carriers or the providers of the above-mentioned services.

**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

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.

## 5.5 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.

**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 may 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. 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 seat reserved for you if you fail to arrive at the boarding gate in time.

**6.4** You are required to provide such valid identification for all flights as we may specify from time to time.

**6.5** 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 Right to refuse carriage

**7.1.1** We may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. 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** such action is necessary in order to comply with any applicable government laws, regulations, or orders;

- 7.1.1.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
- 7.1.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
- 7.1.1.4 your possession of drugs without accompanying medical certificate;
- 7.1.1.5 you have refused to submit to a security check out on you or your baggage or have refused to give information to us which a government authority has asked us to provide about you;
- 7.1.1.6 you have not paid the applicable fare, taxes, fees or charges;
- 7.1.1.7 you do not have or appear to have valid travel documents;
- 7.1.1.8 you seek or we believe that you will seek to enter a country in which you have landed as a transit passenger, or for which you do not have valid travel documents;
- 7.1.1.9 you destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- 7.1.1.10 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket or you fail to present your Ticket or boarding pass or your travel documents to us when reasonably asked to do so;
- 7.1.1.11 you have failed to comply with the requirements set forth above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated;
- 7.1.1.12 you fail to observe our instructions with respect to safety or security;
- 7.1.1.13 you have deliberately interfered with a Blue Islands' staff member or our Authorised Agent in the course of their duties;
- 7.1.1.14 you have made a hoax bomb threat;
- 7.1.1.15 you have refused to allow us to photocopy your travel documents when so requested;
- 7.1.1.16 you have failed to complete the check-in process by the Check-in Deadline or you fail to arrive at the boarding gate on time;
- 7.1.1.17 you have previously committed one of the acts or omissions referred to in subparagraphs 7.1.1.1 to 7.1.1.16, and we have reason to believe that such conduct may be repeated.

## 7.1.2 Conduct on board

Passengers are reminded that in accordance with UK and International Law, the Captain is in command of the aircraft and every person on board shall obey his or her lawful commands. All Blue Islands captains are given authority to deal with passengers who misbehave, are disruptive, or otherwise cause problems by whatever means the captain considers appropriate. This may include forcible removal from the flight of such persons and handing over those persons to security or policing personnel.

If a passenger causes any damage whatsoever or his or her actions cause Blue Islands to incur any costs, the Company will hold that person or persons liable.

## 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 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** 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.

## ARTICLE 8 - BAGGAGE

### 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 Authorized Agents.

**8.1.2** Checked Baggage may be 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 Authorized 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 may be charged at Excess Baggage rates in accordance with 8.2 below. Subject always to space and that you have notified us in advance, sporting goods and exceptional items can be carried in place of a standard Checked Baggage item. We reserve the right to levy additional charges for such exceptional items at our discretion.

### 8.2 Excess baggage

**8.2.1** You may 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, we may forward it to the ticketed destination airport as soon as possible. Blue Islands reserves the right to ask passengers to collect such items on their arrival and to recharge any associated costs.

### 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 may 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 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. If your Checked Baggage that has been accepted by us 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 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 Should you fail to collect your bag at the airport, only the bearer of the Baggage Check and Baggage Identification Tag is entitled to subsequently collect 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 allow the collection of the Checked Baggage by 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.

Carriage of cats and dogs on all flights is forbidden.

### 8.11.2 Assistance Dogs.

Guide and Hearing dogs only may be carried within the cabin on domestic UK flights only. Assistance dogs may be carried as cargo on international flights. Where permitted, Assistance dogs accompanying

Passengers with disabilities will be carried free of charge in addition to the normal baggage allowance, subject to conditions specified by us, which are available on request.

**8.11.3 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.

**8.11.4 Limitation of Liability.**

**8.11.4.1** 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.

**8.11.4.2** 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 not be accepted for carriage.

**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

**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 3 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 in accordance with Article 10.2.

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

**9.2 Cancellation and Denied Boarding**

**9.2.1** 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 as long as you checked in on time and Blue Islands does not have another legitimate reason not to allow you on the flight, as per these conditions of carriage.

**9.3** Flight Cancellation and Long Delays Notification of Rights under EC Regulation No 261/2004 (as required by Article 14.2)

**9.3.1** Blue Islands is based in the Channel Islands and is not an 'EU carrier/Community carrier'; many of our flights originate outside the EU, including from the Channel Islands, and are not covered by EC regulations in respect of cancellations and long delays. Flights operated by us to which these EC regulations apply are those departing from an EU member state.

**9.3.2** We will however endeavour to meet these guidelines on all of our routes, in respect of refunds or re-routing, however compensation and accommodation at Blue Islands cost will not be made available on ineligible flights in the event of Cancellation or Long Delay. Travelers are advised to take out their own insurance. Where applicable your rights under EC Regulation No 261/2004 are set out below.

**9.3.3** Blue Islands makes every effort to operate its published schedules. There are occasions however, where it is not possible to do so and a flight may be delayed or cancelled. This notification informs you of your rights under EC regulation No 261/2004 should this happen; it does not give you any additional contractual rights. This law is applicable to all passengers departing from an airport within the EU and to all passengers travelling into an EU member state on an EU carrier (see notes) unless they have received benefits or compensation and were given assistance in the country of departure. It is the operating carrier's responsibility to meet these requirements.

**9.3.4** Right to re-routing or refund

Passengers whose flight is cancelled, shall have the choice of either:

- Re-routing, under comparable transport conditions (see notes), to the final destination on the ticket presented at check-in at the earliest opportunity or at a later date at the passenger's convenience, subject to availability; or
- A full refund

**9.3.5** For all flights between UK and the Channel Islands delayed for over five hours, cancelled or diverted the following options are available;

- If you wish to continue with your travel, we will get you to your destination on your original booking at the earliest opportunity in the same class of travel; this is called re-routing. We will do our best to re-route you on a flight operated by Blue Islands, but it could be a flight with another carrier or alternative travel means.
- If you no longer wish to travel, we will offer you a full refund of your ticket within 14 days. If you opt for a refund, please be aware that Blue Islands no longer has a duty to provide you with food, drink or accommodation or transport and you won't be able to claim back the

difference if you book a more expensive ticket home. In such cases we would suggest that you contact your personal travel insurance provider.

- If you are a diverted customer, or if you are travelling on a through ticket and part way through your journey, and you do not wish to continue to your final destination, Blue Islands will ensure that you are returned to your original departure airport at the earliest opportunity.
- If your flight is part of a package holiday, and you need to rebook your entire trip, this must be arranged with your tour operator. If you wish to continue your travel at the earliest opportunity our airport representative will be able to assist.
- We will prioritise helping passengers who require special assistance, those travelling with them, those travelling with children and unaccompanied children.

9.3.6 For point to point flights between Guernsey and Jersey delayed for over three hours, cancelled or diverted the following options are available;

- If you wish to continue with your travel, we will get you to your destination on your original booking at the earliest opportunity in the same class of travel; this is called re-routing. We will do our best to re-route you on a flight operated by Blue Islands, but it could be a flight with another carrier or alternative travel means.
- If you no longer wish to travel, we will offer you a full refund of your ticket within 14 days or alternatively allow you to change your booking to a future date at no charge (fare difference may apply).
- If you are a diverted customer, or if you are travelling on a through ticket and part way through your journey, and you do not wish to continue to your final destination, Blue Islands will ensure that you are returned to your original departure airport at the earliest opportunity.
- If your flight is part of a package holiday, and you need to rebook your entire trip, this must be arranged with your tour operator. If you wish to continue your travel at the earliest opportunity our airport representative will be able to assist.
- We will prioritise helping passengers who require special assistance, those travelling with them, those travelling with children and unaccompanied children.

### 9.3.7 How to claim a refund/reimbursement

A refund is only ever payable to the person who purchased the ticket. This applies to the part or parts of the journey not flown. To apply for a refund of unused parts of your journey or reimbursement of the parts of the journey flown, please contact the office where your ticket was purchased. If you have flown on a Blue Islands operated flight and booked through [www.blueislands.com](http://www.blueislands.com) or directly with Blue Islands through our reservations department, please contact Blue Islands Customer Care, by email to [customer@blueislands.com](mailto:customer@blueislands.com) or by post: Blue Islands Customer Care, Jersey Airport, St Peter, Jersey JE3 7BP. Otherwise please contact the office where your ticket was purchased. You will need to provide in writing your

name and contact details, booking reference, flight number, date and details of the claim you are making and supporting documents.

### 9.3.8 Right to care

Where a flight is subject to a long delay, passengers may be entitled to refreshments and meals in a reasonable relation to their waiting time as well as means of contacting two people outside the airport. These provisions apply according to the duration of the expected delay and the distance of the flight as follows and only if eligible under EU 261/2004. Blue Islands does not operate any flights beyond 1500km; therefore you are entitled to this right of care after a delay of 2 hours or more. Such arrangements may not be provided if by making those arrangements this would cause the flight to be further delayed.

In accordance with applicable law, where the expected departure time of the flight (whether in the case of a delay or if you are re-routed following a cancellation) is at least the day after the departure time of the original flight, the operating carrier will provide hotel accommodation if necessary and provide transport between the airport and place of accommodation. Passengers will be advised of the arrangements for obtaining refreshments, transport and hotel accommodation by the carrier. Should passengers be asked to make their own arrangements, associated invoices/receipts for reasonable expenses will be necessary to claim costs from the airline.

### 9.3.9 Right to compensation for cancelled flights (not including long delays).

- Where you are informed of a cancellation less than fourteen days before the planned departure date (unless caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken) you may claim compensation unless you are offered a re-route which allows departure and arrival at your final destination within the following times:
- If you are informed of the cancellation between thirteen and seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than two hours before the scheduled time of departure and to reach your final destination less than four hours after the scheduled time of arrival; or
- if you are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination less than two hours after the scheduled time of arrival.

**9.3.10** Blue Islands does not operate flights beyond 1500km within the EU therefore the maximum level of compensation available is EUR 250. In the event of a cancellation and Blue Islands offers a re-routing to the final destination that does not exceed the scheduled arrival time of the original flight by two hours, this compensation is reduced by 50%. Please note that passengers are not entitled to compensation if they have been informed of a cancellation fourteen days or more before the planned departure date. Passengers will be informed of cancellations via the contact details given to the operating carrier with the booking by the passenger, the purchaser of the ticket or the travel agent. Blue Islands is not obliged to pay compensation if it can prove that the cancellation was caused by extraordinary circumstances which could not have been avoided even if all reasonable measures have been taken.

### 9.3.11 How to claim compensation

To make a claim for compensation please contact Blue Islands Customer Care by email to [customercare@blueislands.com](mailto:customercare@blueislands.com) or by post: Blue Islands Customer Care, Jersey Airport, St Peter, Jersey JE3 7BP. Claimants must supply their name and contact details, the name of other passengers being claimed for and their contact details, booking reference and details of the cancelled flight. Claims can cover up to a total of six passengers provided that they have the same surname, are in the same booking and have travelled the same journey. Otherwise separate claims must be submitted.

Please note Blue Islands is unable to process your claim for compensation at the airport.

### 9.3.12 Eligibility

To be eligible for any of the rights listed above passengers must have a confirmed reservation on the flight (or have been transferred by us onto the flight from another flight on which they had a confirmed reservation) and be in possession of an e-ticket itinerary receipt (or, for UK tour operator bookings, an ATOL receipt specifying the flight). In addition, passengers' rights in respect of a delay only arise if they have presented themselves for check-in in good time. If you do have any complaints regarding your ability to exercise your rights, please contact Blue Islands Customer Care. In the event that your complaint is still not answered to your satisfaction, you may contact the Air Transport Users Council, CAA House, 45-59 Kingsway, London, WC2B 6TE, United Kingdom.

### 9.3.13 Third party claims

This article applies to compensation claims under EU Regulation 261/2004.

9.3.13.1 Passengers on Blue Islands operated services must submit claims directly to Blue Islands and allow Blue Islands 28 days to respond (or the time described by law, whichever is lesser), before engaging the services of any third parties.

9.3.13.2 Blue Islands will not process any claims submitted by a third party if the passenger has not submitted the claim directly to Blue Islands and allowed Blue Islands the time to respond, as per 9.3.13.1 above. Nor will Blue Islands process a claim that is not supported by appropriate documentation evidencing the authority of the third party to represent the passenger.

9.3.13.3 Articles 9.3.13.1 and 9.3.13.2 above do not apply to passengers who do not have the capacity to submit claims, these may be submitted by a legal guardian. Blue Islands may request evidence to demonstrate the legal guardian has the authority to submit a claim on the passenger's behalf.

9.3.13.4 A passenger may submit a claim to Blue Islands on behalf of other passengers on the same booking, evidence may be required to demonstrate the passenger has the consent of the other passengers on the booking to submit the claim.

#### \*\*Notes\*\*

A re-route will be organised by Blue Islands and will be on our schedule or with a carrier with which we have a reciprocal agreement. Blue Islands will not pay for re-route tickets bought without our prior authorisation.

Blue Islands is not liable under any circumstances for any consequential loss that you may incur and/or to reimburse you in respect of the cost of any other components of your trip.

## 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 or Tariff, as follows:

10.1.1.1 Except as otherwise provided in this Article, we will make a refund either 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.

### 10.2 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 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.

#### 10.6 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 is the ticket refundable

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

### ARTICLE 11 - CONDUCT ABOARD AIRCRAFT

#### 11.1 General

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

#### 11.2 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 (including carriage by air) provided by a third party such as hotel reservations or car rental, we are acting only as your agent. The terms and conditions of the third party service provider will apply.

12.2 These Conditions of Carriage 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 comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

### 13.5 Customs inspection

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

### 13.6 Security inspection

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

## ARTICLE 14 - SUCCESSIVE CARRIERS

Carriage to be performed by us and other carriers under one Ticket or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.5.1.

## ARTICLE 15 - LIABILITY FOR DAMAGE

### 15.1 Applicability

The liability of each carrier involved in your journey will be determined by its own conditions of carriage. Our liability provisions are as follows:

### 15.2 Applicable rules

Unless otherwise provided in this Article, carriage is subject to the liability rules of the Convention and Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002).

### 15.3 Death of or injury to passengers

15.3.1 Our liability for damages sustained in the event of death, wounding or any other bodily injury by a Passenger in the event of an accident shall not be subject to any financial limit, be it defined by law, convention or contract.

15.3.2 The obligation of insurance set out in Article 7 of Council Regulation (EEC) 2407/92 shall

be understood as requiring that we shall be insured up to the limit of liability set out in Article 15.3.3 below, and after that up to a reasonable level.

**15.3.3** For any damages up to the sum of the equivalent of 113,100 Special Drawing Rights, we shall not exclude or limit our liability.

**15.3.4** Notwithstanding the provisions of Article 15.3.3, if we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger, we may be exonerated wholly or partly from our liability in accordance with applicable law.

**15.3.5** We shall, without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered.

**15.3.6** Without prejudice to Article 15.3.5, an advance payment shall not be less than the equivalent of 16,000 Special Drawing Rights per Passenger in the event of death.

**15.3.7** An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except in the cases described in Article 15.3.4 or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

**15.3.8** We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

## **15.4** Baggage

If your baggage is damaged, lost or delayed during a flight, you must advise a member of the ground handling staff immediately and complete a Property Irregularity Report (PIR) before leaving the airport. Claims for damage after baggage has been removed from the airport cannot be considered.

Blue Islands will not accept responsibility for the damage or loss of parts such as wheels, zips/fastenings, straps, handles, or other items that are attached to baggage, or items lost as a result of badly packed baggage.

**15.4.1** We will not be liable for damage to unchecked Baggage unless such damage is caused by our negligence.

**15.4.2** Except in the case of an act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result, our liability in the case of damage to Baggage shall be limited as provided by the Convention, to a maximum of 1,131 Special Drawing Rights per passenger.

**15.4.3** If in accordance with applicable law different limits of liability are applicable such different limits shall apply.

**15.4.4** We are not liable for any damage caused by your Baggage. You shall be responsible for any damage caused by your Baggage to other persons or property, including our property.

**15.4.5** We shall have no liability whatsoever for damage to articles not permitted to be contained in Baggage under Article 8.3 and Article 8.4, including fragile or perishable items and items having a special value.

## 15.5 General

**15.5.1** If we issue a ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to checked Baggage, you may make a claim against the first or last carrier.

**15.5.2** We are not liable for any damage arising from our compliance with or your failure to comply with applicable laws or Government rules and regulations.

**15.5.3** Except as may be specifically provided otherwise in these Conditions of Carriage or by applicable law, we shall be liable to you only for recoverable compensatory damages for proven losses.

**15.5.4** The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our authorised agents, servants, employees and representatives to the same extent as it and they apply to us. The total amount recoverable from us and from such authorised agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

**15.5.5** Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

**15.5.6** Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

## ARTICLE 16 - TIME LIMITATION ON CLAIMS AND ACTIONS

### 16.1 Notice of claims

**16.1.1** Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage and before leaving the airport. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

### 16.2 Limitation Period

**16.2.1** Subject to Article 16.2.2 below, our liability in respect of any compensation, loss, damage cost or expense claimed, suffered, or incurred by you, arising out of or in connection with any flight governed by these Conditions of Carriage, including without limitation:

- (a) a claim under any compensation scheme;
- (b) a claim under Regulation (EC) No 261/2004;
- (c) a claim for breach of contract; (d) a civil claim or claim in tort (including without limitation for negligence);
- (e) a claim for breach of statutory duty or under legislation; or
- (f) in any other way,

shall be extinguished if a claim is not brought within a period of two years from the date of arrival at destination; or the date on which the aircraft was scheduled to arrive; or the date on which the carriage stopped (whichever is the latest).



16.2.2 Nothing in Article 16.2.1 shall operate to exclude or limit any liability which cannot be excluded or limited under applicable law, in which case the period of limitation shall be determined by the laws of the jurisdiction in which any claim is made.

## ARTICLE 17 - OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They may concern among other things: pregnant women, passengers with limited mobility and sick passengers; restrictions on use of electronic devices and items; and the on board consumption of alcoholic beverages. A copy of any of these regulations is available from us upon request.

## ARTICLE 18 - INTERPRETATION

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

## ARTICLE 19 - CHOICE OF LAW AND JURISDICTION

Unless otherwise provided by the Convention or any applicable law, Government regulations, orders or requirements, these Conditions of Carriage and any carriage which we agree to provide you with (in respect of yourself and/or your Baggage) shall be governed by the laws of England and Wales and any dispute between you and us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## ADDENDUM - COVID 19 SPECIAL CONDITIONS

The following changes to Blue Islands' standard Conditions of Carriage have been affected to take account of the Covid-19 pandemic and will continue in effect until otherwise communicated, through a change to these Conditions of Carriage, in light of prevailing circumstances.

Blue Islands tickets are non-refundable. If your flight continues to operate but you are unable or unwilling to travel (including as a result of social restrictions imposed by Governments or other public health authorities), this does not create an extraordinary entitlement to a refund or a voucher.

### Customer Health Precautions

We require all customers aged six and above to wear a face covering on Blue Islands operated flights. The face covering should be put on before boarding and remain in place until after leaving the aircraft. There is an exemption to the requirement for a face covering for customers with medical grounds, such as respiratory difficulties, but you must carry evidence of that medical condition and produce it on request to our staff.

In the event that you are unwilling to comply with these requirements, you will be denied carriage in accordance with Article 7 of these Conditions. You must also check in advance the public health guidance and requirements of the airports to and from which you will fly on your journey with us.