

Conditions of Carriage

For flights marketed and operated by Aurigny Air Services, the Conditions of Carriage apply, as detailed below.

For flights marketed by Aurigny Air Services Limited and operated by Blue Islands, the Blue Islands General Conditions of Carriage apply.

Your carriage by air is governed by a contract of carriage between you, the passenger, and us Aurigny Air Services Limited. This contract is subject to the terms and conditions stated in the General Conditions of Carriage (referred to as the Conditions of Carriage) printed below and includes the Regulations, Notices and Tariffs as also referred to in the Conditions of Carriage.

GENERAL CONDITIONS OF CARRIAGE (PASSENGERS & BAGGAGE)

Article 1 Definitions

As you read these Conditions of Carriage, please note that: "**We**", "**our**", "ourselves" and "**us**" means Aurigny Air Services Limited.

"**You**", "**your**" and "**yourself**" means any person, except members of the crew, carried or to be carried in an aircraft. (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 which in our case is "GR".

"**AUTHORISED AGENT**" means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation.

"**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 and includes the Baggage Identification Tag.

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

"**CARRIER**" means an air carrier other than ourselves whose airline designator code appears on your Ticket

"**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 us by which you must have completed check-in formalities and received your boarding pass.

"CODESHARE" means 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 inform you of the carrier operating the aircraft at the time of your reservation.

"CONDITIONS OF CARRIAGE" means these Conditions of Carriage for Passengers and Baggage.

"CONJUNCTION TICKET" means a Ticket issued to you with relation to another Ticket which together constitutes a single contract of carriage.

"CONFIRMATION NUMBER" means the booking reference number you are given by us to identify each confirmed reservation.

"CONVENTION" means to the extent applicable to any flight:

- 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).
- Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (referred to below as the "Montreal Convention").

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

"DAYS" mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

"ELECTRONIC TICKET" means the Itinerary/Receipt issued by us or on our behalf and, if applicable, a boarding document.

"EXCESS BAGGAGE" means any bags carried by passengers over and above their permitted 'free' baggage allowance. The current allowance is clearly stated on the company's website and will be confirmed at the time of booking.

"FORCE MAJEURE" means unusual and unforeseeable circumstances 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.

"LIMITED RELEASE ITEMS" include Late checked-in luggage; Lightweight garment bags; Perishable items and foodstuffs; Any items already in a damaged condition; ANY electronic items including all

camera equipment and electrical items such as laptops, MP3 players, tools etc.; Glassware and china; Baby equipment, buggies, car seats etc.; Sporting goods and their travel bags including but not limited to golf clubs, windsurfers, skis, bicycles, sporting weapons, etc.; Musical instruments and their cases; Important documents and cash; Any other fragile, valuable or inadequately packed items not specifically listed.

"PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft with our consent. (See also definition for "you", "your" and "yourself").

"PASSENGER COUPON" means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

"REGULATION 261/2004" means, as applicable, EU Regulation 261/2004 or UK Regulation 261/2004, or any successor legislation in respect of either of the same.

"REGULATIONS" means any other terms and conditions published by us or communicated to you at any time, whether on our website, in person or otherwise.

"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. These values are known to most commercial bankers and are reported regularly in leading financial journals.

"STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"STUDENT BAGGAGE" means the additional baggage allowance granted to students (as confirmed by student ID cards) over and above their permitted 'free' baggage allowance. This should be confirmed with our reservations department at the time of booking.

"TARIFF" means the fares, charges and/or related conditions applicable thereto

"TICKET" means the Electronic Ticket issued by us or on our behalf, and specifying the names, flight(s) dates timings and routes of the flights you have booked with us.

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

[Article 2 Applicability](#)

2.1 GENERAL

Except as provided in Articles 2.2 and 2.3, these Terms & Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated on the Confirmation/Itinerary for that flight or flight segment.

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 GRATUITOUS CARRIAGE

These Conditions of Carriage apply to gratuitous carriage except to the extent that we have provided otherwise in the relevant contracts, passes or Ticket.

2.4 CONDITIONS SUBJECT TO CHANGE

These Conditions of Carriage, fares and charges are subject to change without notice, provided that no such change shall apply after the carriage hereunder has commenced.

2.5 OVERRIDING LAW

2.5.1 These Terms & Conditions of Carriage are applicable unless they are inconsistent with applicable law in which event such law shall prevail.

2.5.2 If any provision of these Terms & Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid to the extent that the remaining provisions are capable of standing without the provision ruled invalid.

2.6 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and our Regulations , these Conditions of Carriage shall prevail.

2.7 GOVERNING LAW AND JURISDICTION

Except as otherwise provided by any Convention or applicable law, your contract of carriage with us, these Terms & Conditions of Carriage and our Regulations shall be governed by and interpreted in accordance with the laws of The Bailiwick of Guernsey and any dispute arising out of or in connection with this contract shall be subject to the jurisdiction of the Guernsey Court.

2.8 CODESHARE

For flights operated by our codeshare partners - the conditions of the operating carrier will apply.

[Article 3 Tickets](#)

3.1 GENERAL PROVISIONS

3.1.1 The Ticket constitutes prima facie evidence of the contract of carriage.

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

3.1.3 A Ticket is not transferable.

3.1.4 Some Tickets are sold which may be 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.

3.1.5 The Ticket is and remains at all times the property of the issuing carrier.

- 3.1.6** You shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

3.2 PERIOD OF VALIDITY

- 3.2.1** Except as otherwise provided in the Ticket, these Conditions of Carriage, or in applicable Tariffs (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket) a Ticket is valid for: (i) one year from the date of issue; or (ii) 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.
- 3.2.2** If a Passenger is prevented from travelling within the period of validity of his Tickets because we: i) cancel the flight on which the passenger holds a reservation; or ii) omit a Stopover being the Passenger's place of departure, place of destination or place of stopover; or iii) are unable to provide space that has been reserved, the period of validity of such Tickets will be extended until our first flight on which space is available in the class of service for which the fare has been paid.
- 3.2.3** If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the electronic coupon involves one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.
- 3.2.4** In the event of death of a Passenger en-route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity period, in our sole discretion. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified by us at our sole discretion. Any such modification shall only be made upon our 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.
- 3.2.5** When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Ticket will be extended.

3.3 TICKET USE

- 3.3.1** The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket from the place of departure via any Agreed Stopping Places to the final destination and in the sequence stated on the Ticket. It forms an essential part of our contract with you.
- 3.3.2** 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.

- 3.3.3** Please be aware that while some types of changes will not result in a change of fare, 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 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.
- 3.3.4** 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 NAME AND ADDRESS OF CARRIER

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address is Aurigny Air Services Limited, States Airport, La Planque Lane, Forest, Guernsey Channel Islands, GY8 0DT.

Article 4 Fares, Taxes, Fees and Charges

4.1 FARES

- 4.1.1** Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and/or between airports and town terminals.
- 4.1.2** Your fare will be as displayed in our reservations system 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.
- 4.1.3** A published fare takes precedence over the combination of intermediate fares applicable to the same class of service between the same points and via the same routing.

4.2 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by any government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare as of the date of purchase, some of which may be shown separately on the Ticket.

The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund. We may apply an administrative fee for arranging refunds.

4.3 CURRENCY

Fares, taxes, fees and charges 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 GENERAL

5.1.1 We or our Authorised Agent will record your reservation. You will be provided with written confirmation of your reservation

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

You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or the providers of the above-mentioned services.

5.4 SEAT ALLOCATION

We do not undertake to provide any particular seat in an aircraft. The Passenger agrees to occupy any seat allocated in the class of service for which his ticket has been issued. In the event that a pre-booked and paid for cannot be offered for operational reasons, a refund of the additional fee will be given.

5.6 CANCELLATION OF ONWARD RESERVATIONS

Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations.

Article 6 Check-in and Boarding

6.1.1 Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honour them. These are published on our website. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated.

- 6.1.2** We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found on our website.
- 6.1.3** You must be present at the boarding gate not later than the time specified by us when you check-in. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time and no refund will be issued.
- 6.1.4** 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 and specifically, no refund will be payable in respect of missed flights due to your failure to arrive before the Check-In Deadline for your flight.

Article 7 Refusal of Carriage

7.1 RIGHT TO REFUSE CARRIAGE

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. 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** such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- 7.1.2** the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passengers or crew;
- 7.1.3** 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;
- 7.1.4** you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
- 7.1.5** you have refused to submit to a security check;
- 7.1.6** you have not paid the applicable fare, taxes, fees or charges;
- 7.1.7** you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- 7.1.8** your ticket has been purchased from an entity other than us or our Authorised Agent, is a counterfeit, or you cannot prove that you are the person named in the Ticket;
- 7.1.9** you have failed to comply with the requirements set forth in Article 3.3 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;
- 7.1.10** you fail to observe our instructions with respect to safety or security;
- 7.1.11** you have previously committed one of the acts or omissions referred to above.

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

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing (including the need to be accompanied by specialist equipment or mobility aids) 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 FREE BAGGAGE ALLOWANCE

You may carry some Baggage, free of charge, subject to our conditions and limitations, which are published on our website or available from our Authorised Agents. The level of Baggage allowance will generally be shown on your booking confirmation.

8.2 EXCESS BAGGAGE

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request. Payment of excess baggage charges does not guarantee the Baggage will travel on the same flight as the Passenger.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 You must not include in your Baggage:

- Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations;;
- Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;
- Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used; or
- Firearms and/or ammunition.

- 8.3.2** You must not include in Checked Baggage money, essential medication, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
- 8.3.3** If, despite being prohibited, any items referred to in 8.3.1 or Limited Release Items are included in your Baggage, or any items referred to in 8.3.1 are included in your Checked Baggage, we shall not be responsible for any loss or damage to such items.

8.4 CARRIAGE OF GOLF CLUBS or SPECIALIST SPORTING EQUIPMENT

Due to the restrictions on space for baggage, Passengers carrying golf clubs or specialist sporting equipment between Guernsey, Alderney, Southampton and Dinard are required to deliver these to the airport the day before travel. You should discuss your requirements with our reservations department at the time of booking.

8.5 RIGHT TO REFUSE CARRIAGE OF BAGGAGE

- 8.5.1** We will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.
- 8.5.2** 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.
- 8.5.3** We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers.

8.6 RIGHT OF SEARCH

For reasons of safety and security, we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in 8.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless to our fault or negligence.

8.7 CHECKED BAGGAGE

- 8.7.1** Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.
- 8.7.2** Checked Baggage must have your name or other personal identification affixed to it.
- 8.7.3** 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 is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.
- 8.7.4** Excess and Student Baggage will only be accepted when space is available. In the event that the Excess or Student Baggage does not travel with the Passenger, the Passenger will be responsible for collecting the baggage from the arrival airport.

8.8 UNCHECKED BAGGAGE (Hand Baggage)

- 8.8.1** We specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. These are published on our website or can be obtained from our reservations department. Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.
- 8.8.2** Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.8.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

8.9 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

- 8.9.1** Subject to Article 8.7.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.
- 8.9.2** Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.
- 8.9.3** 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.

8.10 ANIMALS

Animals will only be carried with prior agreement and subject to rules and conditions applicable to the route flown. Animals will not be carried as part of the Free Baggage Allowance and will be charged at rates applicable to the route. Further details are available on request.

8.11 ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL

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.

8.12 DANGEROUS ARTICLES IN BAGGAGE

For safety reasons, dangerous articles must not be packed in checked or carry-on baggage. Restricted articles include but are not limited to: compressed gases, corrosives, flammable liquids and solids, radioactive materials, oxidizing materials, poisons, infectious substances, and briefcases with installed alarm devices.

Article 9 Schedules, Cancellations and Delays

9.1 SCHEDULES

9.1.1 The flight times shown in timetables and on our website 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. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will use all reasonable endeavours to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.

Please note that a change of less than 3 hours is considered a minor change and is not subject to a refund, and a change of more than 3 hours is considered a significant change.

9.2 CANCELLATION, REROUTING AND DELAYS

9.2.1 We will take all reasonable measures to avoid delay in carrying you and your Baggage.

9.2.2 In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier.

9.2.3 Except as otherwise provided by any Convention or (when applicable) Regulation 261/2004, and except for circumstances beyond our control, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on our network on which you hold a confirmed reservation, we shall, at your option, either: i) carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or ii) within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge. or iii) make a refund in accordance with the provisions of Article 10.

9.2.4 Except as otherwise provided by any Convention or (when applicable) by Regulation 261/2004 and as covered in 9.2.3, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on our network on which you hold a confirmed reservation, we shall carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket.

9.2.5 Upon the occurrence of any of the matters set out in Article 9.2.3 and 9.2.4, except as otherwise provided by any Convention or Regulation 261/2004, the options outlined in Article 9.2.3 to 9.2.4 are the sole and exclusive remedies available to you and we shall have no further or other liability to you for any loss howsoever arising.

9.2.6 If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy.

9.2.7 We strongly recommends adequate travel insurance. We cannot accept responsibility for the consequences of any delays, diversions or cancellations due to conditions outside of our control.

Article 10 Refunds

10.1 GENERAL

In general our Tickets are non-refundable. We will only refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff, as follows:

10.1.1 Except as otherwise provided in this Article, we shall be entitled to make a refund either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment;

10.1.2 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, or to that person's order, and

10.1.3 Refunds will only be made on surrender to us of the Ticket.

10.2 VALUE OF REFUNDS

10.2.1 If you elect to take a refund, the amount of the refund shall be

- a) if no portion of the Ticket has been used, an amount equal to the fare and any taxes paid;
- b) if a portion of the Ticket has been used, not less than the difference between the fare and any taxes paid and the applicable fare and taxes for travel between the points for which the Ticket has been used.

10.2.2 Where the refund is not due to the non-operation of a service, we reserve the right to reduce the amount of the refund by a reasonable service charge or cancellation fee.

10.4 RIGHT TO REFUSE REFUND

We may refuse refund:

10.4.1 where a ticket was designated as 'non-refundable' and/or where the application is made after the expiry of the validity of the Ticket.

10.4.2 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.

10.4.3 in the circumstances mentioned in Article 7.2.

10.5 CURRENCY

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

10.6 BY WHOM TICKET REFUNDABLE

Voluntary refunds will be made only by the carrier which originally issued the Ticket or by its agent if so authorised.

Article 11 Regulation 261/2004 Compensation Claims

11.1 GENERAL

11.1.1 This Article applies to claims for compensation under Regulation 261/2004.

11.1.2 Passengers must submit claims directly to us and allow us 28 days or such time as prescribed by applicable law (whichever is the lesser) to respond directly to them before engaging third parties to claim on their behalf.

11.1.3 We will not process claims submitted by a third party if the Passenger concerned has not submitted the claim directly to us and allowed us time to respond, in accordance with Article 11.1.2 above.

11.1.4 Articles 11.1.2 and 11.1.3 above will not apply to Passengers who do not have the capacity to submit claims themselves. The legal guardian of a Passenger who lacks capacity may submit a claim to us on their behalf. We may request evidence that the legal guardian has the authority to submit a claim on the Passenger's behalf.

11.1.5 A Passenger may submit a claim to us on behalf of other Passengers on the same booking. We may request evidence that the Passenger has the consent of other Passengers on the booking to submit a claim on their behalf.

11.1.6 In any event, save for Article 11.1.4 and 11.1.5 above, we will not process claims submitted by a third party unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third party to act on behalf of the Passenger.

11.1.7 For codeshare flights with our partner Blue Islands, it is the Operating rather than the Ticketing Carrier who is responsible for evaluating and providing compensation for all customer claims that may include but are not limited to hotel accommodation, transport, meals, and compensation.

11.2 LEGAL ADVICE

Passengers are not prohibited by this clause from consulting legal or other third party advisers before submitting their claim directly to us.

11.3 PAYMENT

In accordance with our procedures, any payment or refund will be made to the Passenger's payment card used to make the booking or to the bank account of a Passenger on the booking. We may request evidence that the bank account is held by the Passenger concerned.

Article 12 Additional Services

12.1.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third-party service provider will apply. If we are also providing surface transportation to you, other conditions may apply to such surface transportation.

Article 13 Administrative Formalities

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 any aid or information given by any employee or agent in connection with obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements.

13.1.3 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.

13.3 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.

13.7 OUR DECISION FINAL

We shall not be liable if we determine that what we understand to be applicable law, government regulation, demand or order or requirement requires that we refuse to carry a Passenger.

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. However, your attention is drawn to Article 15.5.1.

Article 15 Liability of Damage

15.1 GENERAL

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 MONTREAL CONVENTION

Unless otherwise provided in this Article, international carriage, as defined in the Montreal Convention, is subject to the liability rules of the Montreal Convention.

15.3 DEATH OF OR INJURY TO PASSENGERS

15.3.1 There are no financial limits to our liability for death or bodily injury suffered by a Passenger. We have strict liability up to 151,800 SDRs unless we can prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger. For claims in excess of this limit, we may be exonerated if we can prove that we and our agents took all necessary measures to avoid the damage or that it was impossible for us or them to take such measures.

15.3.2 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. Such payment shall be not less than 16,000 SDRs per Passenger in the event of death.

15.3.3 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 15.3.1 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.

15.3.4 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

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 Checked Baggage shall be limited, as provided by the Convention, to 1,131 SDRs per Passenger unless you have made a declaration of higher value at the latest by the time of check-in and paid any applicable supplementary fee.

15.4.3 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.

15.4.4 We shall have no liability whatsoever for damage to articles not permitted to be contained in checked Baggage under Article 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

15.4.5 Pursuant to the Convention if you or your Checked Baggage suffer a delay in the carriage by air we shall not be liable for Damage occasioned by a delay if we prove that we or our servants and agents took all measures that could reasonably be required to avoid such Damage or that it was impossible for us or for them to take such measures. If we are liable for Damage occasioned by delay our liability is limited as follows: for Damage caused by delay in the carriage of Passengers, our liability is limited to 4,694 SDRs for each Passenger; for Damage caused by delay in the carriage of Baggage, our liability is limited to 1,131 SDRs for each Passenger.

15.4 HOT DRINKS

Aurigny does not accept responsibility for injuries sustained from hot beverages being spilt.

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, we shall be liable to you only for compensatory damages for proven losses to which you are entitled under any Convention.
- 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
- 15.5.7** Whilst every effort is made to ensure that the information contained on our website is correct, we cannot be held responsible for any errors. We are not liable for any direct or indirect loss arising from the use of the information on our website. We accept no liability in respect of bookings made with our third party suppliers of travel insurance, hotel accommodation or other services.

Article 16 Time Limitations on Claims and Action

16.1 NOTICE OF CLAIMS

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 may wish to file a claim or an action regarding Damage to Checked Baggage, you must write and complain to us as soon as possible. In the case of Damage to Checked Baggage you must write and complain within seven (7) Days of receipt of the Baggage and in case of delay within twenty-one (21) Days, in either case from the date on which the Baggage was placed at your disposal. 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 OF ACTIONS

Any right to damages and/or compensation shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

Article 17 Article Headings

The title of each Article of these Conditions of Carriage is for ease of reference only, and is not part of these Conditions of Carriage.