

Transport Conditions Jetairfly: Ad hoc charter flights

1. In general

By booking a flight, you confirm that you have taken note of and agree with the transport conditions.

If a stipulation of the present conditions is contrary to an applicable international convention or to an act, a regulation or any other imperative rules, the stipulation will not be applicable.

The fact that one stipulation is not applicable will not have any influence on the other stipulations of the present transport conditions.

2. Scope of application

The transport agreement is concluded between Jetairfly and the contracting party of the ad hoc charter agreement. The present transport conditions are applicable to the transport of persons and their baggage, including all relating services.

3. Proof of the transport agreement

Proof of the transport agreement is either the master ticket or the ad hoc charter contract. Any transfer, change of cancellation of the booking results in costs.

3.1 Definition of ticket

A ticket is a document valid for the transport of one or several travellers and their baggage, issued by or on behalf of the airline company; in case of a remote sale, it is the document delivered or issued to the traveller(s) as confirmation of the booking.

3.2 Proof of agreement

The master ticket is the proof of the transport agreement concluded with the contracting party of the ad hoc charter agreement.

3.2.1 Loss or destruction of the ticket

If a ticket is lost or damaged, either wholly or in part, Jetairfly may, upon the traveller's request, replace the ticket by issuing a new one, provided that the traveller is able to prove that a valid ticket had been issued for the flight(s) concerned.

4. Rates and taxes

4.1 In general

The rates are only applicable to the transport between the airport of departure and the airport of destination. The rates do not include the transport between airports and/or airports and terminals situated in the city, unless these transports are automatically provided by the carrier without extra charge.

4.2 Taxes

All taxes imposed by the government or by any other public authorities, in particular the airport authorities, with regard to the traveller, his/her baggage or the use by the traveller of any or all services and facilities will be added to the applicable rates and are payable by the traveller, unless indicated otherwise in the carrier's rules and regulations.

5. Booking

5.1 Personal data

Jetairfly attaches great importance to the protection of these data. Data required for making the booking are stored and protected in accordance with Belgian legislation. The traveller's data constitute confidential information and will not be passed on to third parties.

5.2 Seat reservation

The carrier does not guarantee that any specific seat in the aeroplane will be reserved for the traveller and the traveller agrees to accept any seat that will be offered on the flight concerned.

The traveller is given his/her seat upon check-in.

Disabled passengers always take precedence over other passengers, subject to the applicable safety standards. Disabled persons, children or persons with limited mobility are not allowed to take a seat near the emergency exits or on the first row.

5.3 Cancellation of vacant seats

Tickets that are not used on the flight, for which the booking was made, are no longer valid and will not be reimbursed.

6. Check-in

Travellers should report at the check-in desk well in advance in order to complete all formalities and follow all procedures preceding departure. If no time is indicated, check-in is not later than 90 minutes before the published departure time. Travellers are under no circumstance allowed to check in later than the indicated time.

If a passenger is not present at the check-in desk in time, the carrier is entitled to cancel the seat booked for that passenger. The flight will in no case be delayed.

The carrier cannot be held responsible for losses or costs resulting from the non-fulfilment of the above-mentioned obligation by the traveller.

7. Refusal and restriction of transport

The carrier is entitled to refuse to transport a traveller and/or his/her baggage for reasons of safety.

The acceptance of unaccompanied children, disabled persons, pregnant women or sick persons on board is subject to the prior consent of the carrier.

7.1 Right to refuse the transport

The carrier is entitled to refuse to transport a traveller and/or his/her baggage for safety reasons.

The carrier may decide that

- a) this action is necessary in order to comply with the applicable legislation, regulations or instructions of a state, regardless of whether it is the country of departure, destination or transit.
- b) the conduct, the age, the mental or physical condition of the traveller is such that :
 - special assistance is required from the carrier, which the latter is not able to provide;
 - it causes discomfort for the other passengers or gives rise to justified reactions of the other passengers;
 - it constitute a risk or a danger to the passenger him/herself, the other passengers or a third party or their belongings;
- c) this decision is necessary because :
 - the traveller did not follow the instructions of the carrier;
 - the traveller refused to undergo a security check;
 - the traveller did not pay the price of the trip or did not respect the payment conditions;
 - the traveller was not in the possession of the necessary travel documents;
 - the traveller tried to enter the territory of the country of transit, although he/she did not have permission to do so;
 - the traveller tried to destroy his/her travel documents during the flight;
 - the traveller refuses to hand over his/her travel documents against a receipt when requested to do so by the crew;
 - the ticket submitted by the traveller was either obtained unlawfully or was issued in a different name, is false or is reported lost or stolen.

In all of the above cases (the enumeration not being exhaustive), the carrier reserves the right to cancel the booking without having the obligation to reimburse the ticket.

7.2 Restriction of transport

The acceptance of unaccompanied children, disabled persons, pregnant women or sick persons on board is subject to the prior consent of the carrier and payment of the costs, if any.

7.2.1 Unaccompanied minors

- Children under the age of 5 must always be accompanied by an adult aged 18 years or older.
- Unaccompanied minor (UM) : for children between the ages of 5 and 12, an application for assistance is mandatory in case they are not accompanied by an adult aged 18 years or older.
- Young passenger (YP) : for children between the ages of 12 and 18, assistance is optional (to be applied for).

This service is only available in case of a departure from a Belgian airport. The airline company must receive the necessary data at the latest two weeks before the date of departure.

For flights performed by Jetairfly, assistance for unaccompanied minors must be applied for at reservation. There is a € 30 fee per flight per child.

In case the assistance has not been applied for at reservation, there is in addition a supplement of € 7,50 per flight and per child at the airport.

A special form must be completed at the latest 3 working days before departure.

7.2.2 Disabled persons

For reasons of safety, the transport of disabled passengers by aeroplane is subject to strict regulations. The number of disabled passengers allowed on a flight is limited, depending on the type of aircraft and on the occupancy rate. An application, with indication of the nature of the disablement, is mandatory.

Passengers are not allowed to take their own oxygen cylinders on board the aircraft. For passengers who have a plaster cast, booking an extra seat and a foot-rest (against payment of a supplement) will be necessary.

a) Wheelchair users

Passengers who are in a wheelchair or who experience difficulties when walking or climbing steps can request assistance when boarding. This assistance is available upon prior notification. The absence of a prior notification may lead to improvisation and delays at the moment of embarkation, or even to a refusal to grant the person concerned access to the aeroplane.

If passengers belong to this category, this needs to be mentioned upon reservation and

has to be applied for by means of the correct application form (Form B).

It is important that the airline company has the correct data about the medical state of the passenger.

Wheelchair patients are subdivided into three categories:

1. WHR: passengers that can walk and climb stairs autonomously. Assistance can be provided for longer distances at the airport. Number unlimited.

2. WHS: passengers that can cover short distances autonomously but are unable to climb stairs. Assistance is required for long distances for climbing stairs. Number limited.

3. WHC: passengers that are completely or semi-immobile and require full-time or part-time assistance to move themselves. Number limited.

Unconfirmed and incorrect applications can be rejected for reasons of safety with possible denied boarding at the airport as result, without any liability for the airline company.

Wheelchairs belonging to the passengers can be transported at no charge, only in the baggage hold. This needs to be mentioned upon reservation and has to be applied for by means of the correct application (Form B).

Folding wheelchairs can be driven up to the aircraft steps or door and are subsequently loaded in the baggage hold.

A distinction is to be made between three kinds of wheelchairs.

1. Manual wheelchairs

2. Electric wheelchairs or other mobile assistance devices with non-spillable wet cell batteries. This means the battery is a sealed unit and cannot be filled or refilled.

The following actions are to be taken in case of transport by plane: battery has to be disconnected and firmly attached to the wheelchair, and battery poles need to be well isolated.

3. Electric wheelchairs or other mobile assistance devices with spillable wet cell batteries. This means the battery can be filled or refilled. As the airline company cannot assure that the wheelchair will be transported upright in the cargo hold, the following actions have to be taken: remove the battery and pack it upright in an appropriate box (leak proof; resist battery liquid, packed sufficiently in absorbent material to absorb all liquids; the following information on the outside: 'battery, wet, with wheelchair; corrosive label; package orientation label (this way up). An appropriate box can also be bought at the Flightcare service desk at Brussels Airport at the price of € 40.

Note: the term 'dry battery' only applies to small batteries such as batteries used in cameras, mobile phones or flashlights. Batteries used for wheelchair propulsion are always classified as wet spillable or wet non-spillable batteries. Non-spillable batteries are sealed units which cannot be refilled hence safer for transport and will only leak when damaged.

b) Blind, deaf/mute passengers

Authorisation has to be applied for by means of the correct application form (Form B). The number of passengers blind, deaf or mute passengers is limited per flight as well.

Guide dogs can be taken along in the cabin and do not have to be transported in a carrier bag or pet box. Transportation of the dog is free of charge. Pursuant to European legislation dogs have to wear a muzzle.

7.2.3 Expectant mothers

An expectant mother is allowed to fly until the end of the 36th week into her pregnancy, provided that she can submit a medical certificate confirming that she can travel by aeroplane without any risks for the pregnancy or of premature birth. The limit of 36 weeks applies to both the outward flight and the return flight. The medical certificate should indicate the number of weeks of pregnancy at the moment on which the flight takes place.

After 36 weeks, prior permission to fly should be applied for.

In general, a form containing a waiver of the right of recourse against the airline company should be signed upon checking in.

7.2.4 Sick persons

Sick persons need the prior consent of the carrier.

8. Baggage

There are restrictions as to the nature and the weight of the baggage that is transported free of charge. Overweight baggage will be charged extra.

8.1 Baggage transported free of charge

The baggage transported free of charge is limited to the weight indicated on the (master)ticket. Overweight will be charged by the airline company upon check-in. The weight of a travelling case is limited to 32 kg.

When travelling with Jetairfly each paying passenger is allowed to take 20 kg of baggage (infants less than 2 years only 10 kg) on short and medium haul flights and 25 kg on long haul flights. The rate for overweight baggage varies according to the destination and the applicable rates of the airline company from € 8 of € 12 (long haul flights) per kilo.

The carrier does not accept any responsibility for valuable, fragile and/or perishable goods transported in the registered baggage.

8.2 Hand-baggage

Hand-baggage is also subject to restrictions.

For obvious reasons of safety and with a view to the comfort of the passengers, only one piece of hand-baggage is allowed per passenger. Hand-baggage is baggage that you keep with you during the flight. The dimensions must be small (55 x 40 x 20 cm, total of the dimensions maximum 115 cm) and its weight cannot exceed 6 kg (on long haul flights 10 kg per passenger). Hand-baggage includes cameras, tax-free goods, umbrellas, books and magazines, etc. Hand-baggage exceeding these dimensions and/or this weight will be refused at the boarding gate.

Infants (babies under the age of 2) are not allowed to have any hand-baggage. Strollers and portable cribs are not allowed in the passenger compartment. They are transported free of charge in the baggage compartment. A baggage label is attached to them at the check-in desk. However, passengers are entitled to take these objects with them as far as the boarding gate. A 'Maxi-Cosy' may be taken on board if the flight is not fully booked, but guarantees cannot be given in advance.

8.3 Sports equipment

The transport of sports equipment has to be notified upon booking. The corresponding cost is added to the price of the ticket. If notified at the airport the charge is increased by € 15 per piece. Moreover there is a risk that the transport will be refused due to the limited cargo capacity of the aeroplane.

8.3.1 Transport of bicycles

The transport of a bicycle on Jetairfly is possible against payment of a supplement of € 20 (one way or round trip).

The passenger must observe the following instructions:

- the front wheel must be detached and fastened to the frame
- the pedals must be folded back
- the tyres must be deflated
- the handlebars must be aligned with the frame
- the transport of CO2 cartridges used to inflate bicycle tyres is forbidden
- the bicycle must be provided with a protective cover.

If you want to take a bicycle with you, you should mention this when booking your flight, as the available space on board the aeroplane is limited. A written prior permission is required for groups of more than 5 persons.

See under 9.6.3 'Extraordinary baggage'.

8.3.2 Transport of other sports equipment

Golf equipment, diving equipment, rubber dinghies, paragliders and surfboards can be transported in the baggage compartment. For flights with Jetairfly a supplement (one way and return flight) has to be paid upon reservation.

- Golf bag (max. 25 kg, 1 per passenger): € 60 ;
- Diving equipment (max. 20 kg, 1 per passenger): € 40 (oxygen cylinders must be empty, no lead for lead belts; diving lamps should be carried as hand baggage, on condition that the bulb is removed and packed separately; diving torches with elongated batteries can be considered as a weapon and are possibly refused as security measure at the airport).

Jetairfly applies following rules for transporting golf/diving equipment:

a) If you pack your golf/diving equipment in a special bag – even if the total weight stays beneath the authorised weight – you will have to pay a fixed sum. You have to mention it at reservation.

Remark: the price for taking golf/diving equipment on the flight is lower at reservation than at the airport.

b) If you pack your golf/diving equipment in a normal bag (80 x 60 x 25 cm, total of the dimensions maximum 158 cm) it will be considered as regular baggage. You will only have to pay the overweight according to the applicable rates.

- Rubber dinghy and paraglider (max. 15 kg): € 20 ;
- Surfboard (sail, boom and divisible mast packed compactly): € 40.

Without notification during the booking, these amounts are increased at the airport by € 15 per piece.

For other airlines this amount must be paid at the airport. The equipment is weighted together with the other baggage. Usually, you will be charged extra for overweight in accordance with the applicable rates of the airline company.

The carrier rejects all liability for the eventual refusal of import of the equipment by the local customs.

Mopeds, motorcycles and jet skis are not transported. See under 9.6.3 'Extraordinary baggage'.

8.4 Transport of pets

The passenger must see to it that the health documents of the pet are in order and that the applicable regulations of the country of destination are observed. He must always be in the possession of the required documents for transport of the pet (both in the passenger compartment and in the baggage compartment).

8.4.1 Small dogs and cats (less than 6 kg)

These animals may be transported in the passenger compartment provided that :

- they are at least 8 weeks old,
- they are transported in a hygienic, watertight bag or basket,
- the animal cannot disturb other passengers in any way,
- female animals are not pregnant,
- prior written permission for the transport was obtained. Applications are filed via Jetair. The permission must be submitted at the check-in desk.

Guide dogs are always allowed to travel in the passenger compartment, regardless of their weight (with the necessary equipment). However, they must be kept on a leash and be muzzled.

Administrative costs for the application for transport of a pet in the passenger compartment amount to € 15 per file (these costs are payable only if permission for the transport is granted).

The number of small dogs or cats in the passenger compartment is limited. Therefore, you have every interest in booking in time! You must always be in the possession of a prior approval of the airline company.

No small dogs/cats are allowed in the passenger compartment on long haul flights.

8.4.2 Larger pets (more than 6 kg)

These animals must be transported in a cage in the baggage compartment of the aeroplane. The cage must be large enough for them to move without being hampered and be made of plastic or metal.

At Brussels Airport cages are offered for sale.

Customers must address the desk of Flightcare at the latest two hours before departure. The price of a cage varies between € 50 and € 150, depending on the dimensions. Prices are subject to change and are valid while stocks last.

For transport of pets weighing more than 6 kg in the baggage compartment, a fixed rate of € 50 per animal and per leg is applied, payable at the airport.

If the presence of the animal was not mentioned on beforehand, the price payable at the airport is increased by an administrative cost of € 7,50 per animal and per leg.

8.5 Non-allowed baggage

Travellers are not allowed to take certain items as baggage :

- objects that are not regarded as travelling baggage;
- objects that may endanger the aircraft, the persons or the goods on board, as specified in the Dangerous Good Regulation of ICAO or IATA;
- goods of which transport is prohibited in accordance with the applicable laws or regulations of the country of departure or destination;
- objects which, in the opinion of the carrier, cannot be transported on account of their dimensions, weight or nature (breakable or dangerous);
- live animals, excluding dogs and cats.

8.5.1 Prohibited dangerous goods

Transport of dangerous goods is forbidden. A non-restrictive list of such goods :

- explosives
- compressed gases
- flammable substances
- substances with a high oxygen content, e.g. peroxides and bleaching powder
- toxic substances
- radioactive substances
- corrosive substances
- magnetic, harmful or malodorous substances and irritants

In view of the international situation and for reasons of safety, passengers are not allowed to have objects that may present danger in their hand baggage (scissors, knives, razor blades, batteries...).

These objects will be confiscated by the security services.

8.5.2 Hunting and sporting weapons

Passengers must pack these objects in the baggage that will be checked in. A summary of the rules to be observed:

- hunting and sporting weapons are only transported in the baggage compartment ;
- the passenger must be able to submit the permits required in the countries of departure and destination ;
- weapons may never be loaded ;
- weapons and some types of ammunition must be packed and loaded into the baggage compartment separately ;
- transport of certain types of ammunition is forbidden.

8.5.3 Souvenirs (protected animals and plants, antiquities)

Anyone may be tempted to bring home a specimen of a protected species as a souvenir, either knowingly or not: a necklace made of coral or ivory, a crocodile skin bag, turtle shells,...

On June, 1st 1997, European regulations concerning the international trade in endangered species of animals and plants, including mammals (e.g. monkeys and tigers), birds (e.g. parrots), reptiles (e.g. turtles) and plants (e.g. wild orchids) came into force. Some species may not be sold and an import licence is required for others). You risk confiscation and heavy fines if you violate these regulations.

Information brochures about the European regulations are available at the Belgian Ministry for Agriculture and the Retail Sector at the numbers +32 2 208 36 96 (plants) and +32 2 208 36 67 (animals).

Antiquities and works of art are often subject to export restrictions as well. Be sure to be well informed before you bring home these objects.

8.6 Damage to or loss of baggage

The liability of the air carriers in case of destruction, loss or damage to baggage is limited by international conventions.

You receive a numbered receipt for each piece of baggage that is checked in. Make sure not to lose this receipt. Each damage, non-delivery or loss of baggage should be reported to the local airport authorities. The numbered receipt is indispensable in such an event. Other baggage, such as hand baggage, strollers, sports equipment or photographic equipment is the responsibility of the passenger. It is advisable to take out an additional insurance for this type of baggage. If baggage is lost, you should have a PIR (Property Irregularity Report) filled out at the airport at the 'Lost & Found' desk. The same type of document must be filled out for damaged baggage (DBR or Damaged Baggage Report). Without these documents, you will not be able to receive compensation.

The carrier is not liable for damage to or loss, destruction or delay of

- items of which the transport is prohibited;
- items that are packed inaccurately;
- items that are embarked with a limited release tag;
- valuable, perishable, fragile or already damaged items.

The carrier excludes all liability for minor damages on the outside baggage (scratches, stains, dents, etc) as well as water damage of not waterproof baggage.

8.6.1 'Ordinary' baggage

If the Montreal Convention is applicable, the liability of the air carrier in case of destruction, loss of, or damage or delay to baggage, is limited to 1.000 'Special Drawing Rights' per person (1 SDR = € 1,1683 as the average of October 2006).

Under the Warsaw Convention the indemnification is calculated in proportion to the weight at € 20 per kilo.

8.6.2 Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

8.6.3 'Extraordinary' baggage

'Extraordinary' baggage, such as buggies, wheelchairs, bicycles, sports equipment etc, meaning all items which are not carried in a suitcase of normal dimensions (length max. 80 cm, breadth max. 25 cm, height max. 60 cm, total of all dimensions max. 158 cm), are transported at the risk of the traveller.

These goods can be insured on flights of Jetairfly at the Belgian airports by paying a moderate premium.

9. Flight schedule and cancellation of flights

The carrier will make all possible efforts to transport travellers and their baggage with due speed. However, the flight schedule as it is published is not binding. Connections to the booked flight are not guaranteed.

In case of cancellation of a flight, the price of the ticket is reimbursed.

9.1 Schedule

The carrier will make all possible efforts to transport travellers and their baggage with due speed. He will do everything within his power to respect the flight schedule that was published.

The times of departure and arrival given in the flight schedule or elsewhere are not guaranteed. They can be changed without prior notification. The carrier does not assume any responsibility for connections to the booked flight.

9.2 Cancellation

If the carrier is not able to put a booked seat for which a confirmation has already been received at the disposal of the traveller, the carrier will reimburse the cost of the ticket and eventually accord a compensation in accordance with the applicable legislation and regulations.

9.3 Liability

With the exception of acts and omissions intended to cause damage and/or recklessness and/or conscious acts that may result in damage, the carrier will in no case be held responsible for errors or omissions in the flight schedule or in other information provided by the carrier, his staff, agents and subcontractors with regard to the times of departure and arrival or other flight information.

10. Behaviour on board

In case of improper behaviour of a passenger, this passenger can be denied access to the aeroplane for the flight in question and for any future flights.

10.1 In general

In case of improper behaviour of a passenger, this passenger can be denied access to the aeroplane for the flight in question and for any future flights.

Jetairfly is entitled to take all appropriate measures if the behaviour of the passenger

- endangers the safety of the aeroplane, the passengers or the goods on board;
- prevents the crew members from performing their tasks;
- causes considerable annoyance with other passengers or with the crew.

The carrier can refuse the passenger concerned access to the aeroplane for a particular flight or for all flights in the future. In addition, legal action will be taken against the passenger involved.

10.2 Objects the use of which is forbidden on board

The use on board of the following objects is forbidden:

- cell phones
- portable television sets
- portable video and playback equipment
- radio receivers
- radio transmitters
- toys with remote control
- all electronic devices of which it is not certain that they have no influence on the aircraft's electronic systems
- electronic games without remote control
- compact discs, tape recorders
- portable voice recorders

The use of a laptop is forbidden during take-off and landing; once the aircraft is flying at cruising speed, you are usually allowed to use a laptop.

10.3 Drunk and aggressive passengers

It is the policy of all airline companies that the captain of the aircraft has the power to autonomously decide to refuse access to drunk or aggressive passengers or to have them removed from the aeroplane after an intermediate landing. The passengers involved will be responsible for any ensuing damage or costs.

10.4 Smoking/non smoking

Smoking is forbidden on flights of Jetairfly.

11. Administrative formalities

The travellers must be in the possession of the required travel documents.

11.1 In general

Travellers must provide Jetairfly with all useful information that is explicitly requested. If travellers provide incorrect information and if this incorrect information leads to extra costs for Jetairfly, these costs may be charged to the traveller concerned.

Travellers must comply with all laws, regulations, requirements and obligations imposed by the authorities of the country of departure, destination or transit, as well as with the regulations and instructions of the carrier or his agents.

The carrier does not assume any responsibility for information provided by his agents or subcontractors with regard to travel documents of visa required by the country of destination, regardless of whether this information was provided in writing or otherwise. Also, the carrier cannot be held liable if travellers do not obtain the necessary documents or visa.

11.2 Travel documents

The carrier will not accept any responsibility for damage to hand baggage, unless the damage was the consequence of a fault of the carrier.

12. Liability

The liability of the air carriers is limited by international conventions.

12.1 Montreal Convention

The liability of Community air carriers is regulated by the Montreal Convention (1999), the regulation (EC) No 2027/99 (amended by regulation (EC) No 889/2002, and the regulation (EC) No 261/2004.

AIR CARRIER LIABILITY FOR PASSENGERS AND THEIR BAGGAGE

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 100.000 Special Drawing Rights SDRs (approximately € 117.000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16.000 SDRs (approximately € 18.700).

Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4.150 SDRs (approximately € 4.850).

Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1.000 SDRs (approximately € 1.170).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1.000 SDRs (approximately € 1.170). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

12.2 Warsaw Convention

If the journey involves an ultimate destination or stop in a country which did not subscribe the Montreal Convention (Cuba, Dominican Republic, Jamaica, Morocco, Tunisia, Turkey - situation on 21/06/2005), the Warsaw Convention^o is applicable, unless the flight is operated by a Community air carrier.

^oThis is the convention for the unification of certain rules relating to international carriage by air, agreed at Warsaw in 1929, or named convention as modified at The Hague in 1955 and /or Montreal in 1975. In case of decease or body injury as well as in case of destruction, loss of, or damage or delay to baggage, the liability of air carriers is limited by this convention.

12.3 'Community list' of carriers

In accordance with the European Regulation (EC) n° 2111/2005, article 9, air carriage contractors shall bring a list of air carriers that are subject to an operating ban in the Community to the attention of passengers via their website. This list is available for inspection at <http://air-ban.europa.eu/>

12.4 Identity of the operating air carrier

In accordance with the Regulation (EC) No 2111/2005, article 11, the air carriage contractor shall inform the passenger of the identity of the operating air carrier upon reservation. Where the identity of the operating air carrier is not yet known at the time of reservation, the air carriage contractor shall ensure that the passenger is informed of the name of the air carrier that is likely to act as operating air carrier on the flight concerned. We do this by listing carriers. You will find the list in question hereunder.

The air carriage contractor shall ensure that the passenger is informed of the identity of the operating air carrier as soon as such identity is established. The name of the operating carrier will be mentioned on the flight ticket.

Wherever the operating air carrier is changed after reservation, the air carriage contractor shall, irrespective of the reason for the change, take immediately all appropriate steps to ensure that the passenger is informed of the change as soon as possible. In all cases, passengers shall be informed at check-in.

13. Complaints

Complaints will only be taken into consideration if they were submitted within the prescribed period of time and if they are proven.

All complaints and relevant information must be notified in writing to Jetairfly Sales department within 30 days after the date of the flight.

13.1 Registered baggage

a) In case of damage to registered baggage, no complaints will be accepted if the traveller did not complete a complaints form within 24 hours after his/her arrival or at the latest within 24 hours after the baggage was delivered to him/her.

b) In case of a delay in the delivery of the baggage, the complaint will not be taken into consideration if the complaints form was not completed immediately upon arrival at the destination.

In case of a delay in the delivery of baggage, Jetairfly will pay € 60 for each missing piece of baggage after 24 hours and again € 60 after 72 hours, provided that receipts are submitted for essential goods purchased by the traveller and that the traveller does NOT have his place of residence in the country in which the claim is filed. These amounts will not be paid in case of a return flight.

13.2 Hand baggage

The carrier will not accept any responsibility for damage to hand baggage, unless the damage was the consequence of a fault of the carrier.

14. Termination of the transport agreement

If the traveller does not comply with the transport conditions, the transport agreement will be terminated automatically, without formal notice of default; in that case, Jetairfly is entitled to all amounts received.

15. Alterations and delitions

No staff member, agent or representative of Jetairfly or the airline company is authorised to alter, adjust or delete any of the stipulations of the present transport conditions.

16. Applicable law

Disputes are exclusively subject to Belgian law. Only the Belgian courts have jurisdiction.

17. Imprint

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Jetairfly is the trade name of TUI Airlines Belgium N.V.
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