Titan Airways Malta Ltd – Conditions of Carriage

“We”, “our”, “ourselves” and “us” means Titan Airways Malta Limited, a company registered in Malta under company number C99480, whose registered office is at Unit 8, Block 6, Ground Floor, St Angelo Mansions, Birgu Waterfront, Birgu, BRG 1738, Malta, and holder of an Air Operator Certificate issued by Transport Malta Civil Aviation Directorate and an Operating Licence issued under Regulation (EC) No 1008/2008.

“You”, “your” and “yourself” means any person holding a Ticket who is to be carried or is carried on an aircraft, except members of the crew, or, in relation to Ticket refunds, the person who paid for the Ticket. (See also the definition of Passenger.)

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

“Airline Designator Code” means the two or three letters or the letter and number which identify a particular carrier.

“Authorised Agent” means a Passenger sales agent whom we or your Ticket Issuer has appointed to represent us or, as the case may be, your Ticket Issuer, in the sale of air transportation on our services.

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

“Baggage Check” means the parts of your Ticket which relate to carrying your Checked Baggage.

“Baggage Identification Tag” means a document we give you to identify each piece of your Checked Baggage.

“Checked Baggage” means Baggage which we have taken into our custody and for which we have issued a Baggage Identification Tag or a Baggage Check or both. (Checked Baggage travels in the hold of the aircraft.)

“Check-In Deadline” means the time limit we have set by which you must have completed check-in and received your boarding pass.

“Conditions of Carriage” means these Conditions of Carriage.

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

“Contract of Carriage” means the contract between us and the Ticket Issuer for your carriage, on the terms of the Ticket, these Conditions of Carriage and any applicable Tariffs.

“Convention” means whichever of the following apply:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (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); and
- the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (the Montreal Convention).

“Damage” includes death of, wounding of, or bodily injury to a Passenger. It also includes loss, partial loss, theft of, or other damage to Baggage arising out of, or in connection with carriage or other services incidental thereto performed by us.

“Days” means calendar days, including Sundays and public holidays.

“EU Regulations” means European Union Regulations in force from time to time, including but not limited to Regulation (EC) No 2027/97 as amended by Regulation (EC) No 889/2002, Regulation (EC) No 261/2004, Regulation (EC) No 1107/2006 and Regulation (EC) No 1008/2008, together with Maltese legislation implementing or enforcing them.

“Event Beyond your Control” means unusual and unforeseeable circumstances which you cannot control and the consequences of which you could not have avoided even if you had taken all due care.

“Flight” means a flight from one point indicated on the Ticket/Itinerary/Receipt to the next.

“Flight Coupon” means the part of your Ticket which has the words ‘Good for Passage’ printed on it and indicates the particular places between which you are entitled to be carried.

“Itinerary/Receipt” means a document or documents we or the Ticket Issuer issue to a Passenger travelling on an electronic Ticket containing the Passenger’s name, flight information and notices.

“Journey” means a single Flight from one airport to another airport.

“Passenger” means any person holding a Ticket who is carried, or is to be carried, on an aircraft, except members of the operating crew. (See also the definition of 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 is to be retained by you.

“SDR” means a Special Drawing Right which is 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 related Conditions of Carriage of an airline which have been filed, where required, with the appropriate authorities.

“Ticket” means the document called ‘Passenger Ticket/Electronic Ticket and Baggage Check’ issued by us or on our behalf, and includes the Conditions of Contract, notices and Flight Coupons.

“Ticket Issuer” means any person or other entity with whom or which we have entered into a charter agreement, or its Authorised Agent, as the case may be, who issues the Ticket.

“Unchecked Baggage” means your Baggage other than your Checked Baggage. (You take your Unchecked Baggage with you on to the aircraft.)

2. Applicability

2.1 General. These Conditions of Carriage will apply to all Flights for which our name or Airline Designator Code is indicated in the carrier box of the Ticket for that Flight or in the Itinerary/Receipt for that Flight.

2.2 Other carrier’s conditions. If we have arranged for another carrier to perform any carriage on our behalf whether under our Airline Designator Code or otherwise, our Conditions of Carriage will nevertheless apply to such carriage.

2.3 Overriding law. These Conditions of Carriage are applicable unless they are inconsistent with any Tariffs or laws which apply to your Contract of Carriage with us, in which case the Tariffs or laws will apply.

2.4 Validity of these Conditions of Carriage. 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 regulations. Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, these Conditions of Carriage shall prevail.

3. Tickets

3.1 General

3.1.1 We will only carry you if you are the Passenger named in the Ticket, and you may be required to produce appropriate identification.

3.1.2 You cannot transfer your Ticket.

3.1.3 You will not be entitled to be carried on a Flight unless you have presented a valid Ticket to us containing: (a) the Flight Coupon for that Flight; (b) all other unused Flight Coupons; and (c) the Passenger Coupon.

3.1.4 You will not be entitled to be carried on a Flight if the Ticket you have presented is spoiled, torn or damaged or if it has been altered or tampered with unless we or your Ticket Issuer has made the alteration.

3.1.5 A Ticket is a valuable document and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3.2 Ticket validity period

3.2.1 Unless it says differently on the Ticket, in these Conditions of Carriage or in any Tariffs which apply, a Ticket is valid for travel only from the airport of departure to the airport of destination for the Flight shown on the Ticket.

3.2.2 If you fail to board the aircraft prior to the departure of any Flight for which the Ticket has been issued, unless this is because of an Event Beyond Your Control, your Ticket will be invalid and we shall be under no liability to you.

3.3 Using Flight Coupons in the right sequence and changes in itinerary. Your Ticket is valid only for the transportation shown on it from the place of departure through any Agreed Stopping Places to the final place of destination. We will not honour your Ticket and it will no longer be valid if you do not use all the Flight Coupons in the sequence provided in the Ticket.

3.4 Refunds. As we do not sell or issue Tickets, we shall not be under any obligation to give you a refund for your Ticket in any circumstances, except where Regulation (EC) No 261/2004 or other applicable law requires us to do so. Any enquiries about refunds must be addressed to the Ticket Issuer.

4. Fares, surcharges, taxes, fees and charges and currency

4.1 Fares and surcharges. Your fare covers transporting you from the airport at the place of departure to the airport at the place of destination, unless we say otherwise. Your fare does not include ground transport between one airport and another or between an airport and the town terminal.

4.2 Taxes, fees and charges

4.2.1 You must pay any taxes, fees and charges imposed on us or on you in connection with your flight by governments or other authorities, or by operators of airports.

4.2.2 When you buy your Ticket, your Ticket Issuer will tell you about any taxes, fees and charges not included in the fare and they will normally be shown separately on the Ticket.

4.2.3 Taxes, fees and charges change constantly and can be imposed or altered after the date of issue of your Ticket. If they change or if a new tax, fee or charge is imposed after your Ticket has been issued, you will have to pay any increase. Similarly, if any taxes, fees or charges you pay when the Ticket is issued to you are then abolished or reduced, you may be entitled to claim a refund through your Ticket Issuer.

4.3 Currency. You must pay the fare and any taxes, fees, charges and surcharges in the currency of the country in which the Ticket is issued, unless we or the Ticket Issuer says, at or before the time you pay, that you must use another currency.

5. Seating

We will try to honour advance seating requests. We cannot guarantee that you will be able to sit in any particular seat. We reserve the right to change your seat at any time, even after you have boarded the aircraft, as we may need to do this for operational, safety or security reasons.

6. Check-in and boarding

6.1 You must check in by the Check-In Deadline. You must have completed the check-in process sufficiently in advance of Flight departure to permit completion of any government formalities and

departure procedures, and not later than any minimum time specified by us or the Ticket Issuer. If you do not complete the check-in process by the Check-In Deadline, we may refuse to allow you to board the aircraft and refuse to carry you. By completing the check-in process we mean that you have received your boarding pass for your Flight.

6.2 You must arrive at the boarding gate on time. You must be present at the designated boarding gate for your Flight not later than the time you are given when you check in.

6.3 We are not liable if you fail to meet deadlines. We will not be liable to you for any loss or expense you suffer if you fail to meet a Check-In Deadline, fail to present yourself for check-in on time (if we tell you a time), or fail to be at the boarding gate on time.

7. Our right to refuse to carry you or to ban you from travel

7.1 Our right to refuse to carry you. We may decide to refuse to carry you or your Baggage if one or more of the following has happened or we reasonably believe that it may happen:

7.1.1 if carrying you or your Baggage may put the safety of the aircraft or the safety, health, comfort or convenience of any person in the aircraft in danger;

7.1.2 if your mental or physical state or health, including your impairment through alcohol or drugs, is a danger or risk to you, the aircraft, any person in the aircraft, or any property;

7.1.3 if you have refused to allow a security check to be carried out on you or your Baggage;

7.1.4 if you have not obeyed the instructions of our ground staff, or of any member of the crew of the aircraft, relating to safety or security;

7.1.5 if you have used threatening, abusive or insulting words or behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff, another Passenger, or a member of the crew of the aircraft;

7.1.6 if you have deliberately interfered with a member of the crew of the aircraft carrying out their duties;

7.1.7 if you have put the safety of either the aircraft or any person in it in danger;

7.1.8 if you have committed a criminal offence during the check-in or boarding processes or on board the aircraft;

7.1.9 if you do not have, or do not appear to have, valid travel documents, or if you try to enter a country for which your travel documents are not valid, or if the immigration authority for the country you are travelling to, or for a country in which you have a Stopover, has told us (either orally or in writing) that it has decided not to allow you to enter that country, even if you have, or appear to have, valid travel documents;

7.1.10 if you destroy your travel documents during the Flight or if you have refused to allow us to photocopy your travel documents or if you have refused to give your travel documents to a member of the crew of the aircraft, when we have, or the crew member has, asked you to do so;

7.1.11 if you ask the relevant government authorities for permission to enter a country in which you have landed as a transit Passenger;

7.1.12 if carrying you would break government laws, regulations, or orders;

7.1.13 if you have not presented a valid Ticket, or if you have presented a Ticket acquired illegally, or if you have presented a Ticket which has been purchased from an entity other than the Ticket Issuer or which has been reported as being lost or stolen, or is a counterfeit, or has been altered other than

by the Ticket Issuer, or has been spoiled, torn, damaged or tampered with, or if you cannot prove that you are the person named in the Ticket;

7.1.14 if we are requested to do so by the Ticket Issuer; or

7.1.15 if you have behaved in any of the ways mentioned above, or any of the circumstances mentioned above has occurred in relation to you, on or in connection with a previous Flight and we believe you may repeat this behaviour or such circumstances may be repeated.

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 your 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 to be due to any such refusal to carry or removal en route. You will indemnify us in full against any losses arising from the refusal of carriage or removal.

7.3 Special assistance

7.3.1 Acceptance for carriage of unaccompanied children, people who are not self-reliant, people with reduced mobility, pregnant women, people with illness or other people requiring special assistance is subject to prior agreement with us.

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

7.3.3 Nothing in this Article 7.3 limits any right you have under Regulation (EC) No 1107/2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air.

8. Baggage

8.1 Your free Baggage allowance. We will carry some of your Baggage free of charge. Your free Baggage allowance will be shown on your Ticket and will depend on our Baggage regulations applying at the time of your Flight. If you are in doubt, please ask us or your Ticket Issuer for details of your free Baggage allowance and our Baggage regulations.

8.2 Excess Baggage. You will have to pay a charge for the carriage of Baggage over your free Baggage allowance. Please ask us or your Ticket Issuer for details of our excess Baggage rates. Excess Baggage will only be carried subject to space and weight being available on the Flight.

8.3 Items you must not carry in your Baggage

8.3.1 You must not carry the following items in your Baggage (whether as Checked Baggage or Unchecked Baggage):

(a) items which are prohibited from being carried by the applicable laws, regulations or orders of any state to be flown from, to or over;

(b) items likely to put the aircraft or people or property on board the aircraft in danger. These include the items 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’;

(c) items which we reasonably consider unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or character. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used; and

(d) firearms and ammunition of any kind. We may, at our discretion, accept weapons such as sporting weapons, antique firearms, swords, knives and similar items as Checked Baggage but they will not be permitted in the cabin of the aircraft. We may either tell you to check in items referred to in this Article 8.3.1(d) as Checked Baggage or refuse to carry them altogether.

8.3.2 You must not include in your Checked Baggage fragile or perishable items or items of special value such as money, credit cards, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents or passports and other identification documents.

8.3.3 **No liability for loss or Damage.** If, despite being prohibited, any items referred to in Articles 8.3.1 and/or 8.3.2 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.

8.4 Right to refuse carriage

8.4.1 We will refuse to carry as Baggage the items described in Article 8.3 above and we may refuse further carriage of any such items, and possibly of you, upon discovery.

8.4.2 We may refuse to carry as Baggage any item unless it is in our opinion properly and securely packed in a suitable container. Information about acceptable packing and containers is available upon request.

8.5 Our right to search, screen and x-ray you and your Baggage. For reasons of safety and security, we or our agents may ask to search and screen you and search, screen or x-ray your Baggage. We will always try to search, screen or x-ray your Baggage when you are present. However, if you are not available, we may search your Baggage in your absence, for the purpose of determining whether you are in possession of, or whether your Baggage contains, any item described in Article 8.3.1 or Article 8.4.2. If you do not allow us to carry out the necessary safety and security searches, screening and x-rays, we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or a search, x-ray or scan causes Damage to your Baggage, we shall not be liable for such Damage unless it is due to our fault or negligence.

8.6 Checked Baggage (Baggage checked into the hold)

8.6.1 You must put your name and address on each item of your Checked Baggage.

8.6.2 When you check in your Checked Baggage, we will give you a Baggage Identification Tag for each piece.

8.6.3 We will carry your Checked Baggage, whenever possible, on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on another Flight. If we carry your Checked Baggage on another Flight we will deliver it to you, unless the law says you must be present for customs clearance.

8.7 Unchecked Baggage (Baggage you carry on to the aircraft)

8.7.1 We set maximum dimensions and weights for Unchecked Baggage, which must fit under the seat in front of you or fit in an enclosed storage compartment in the cabin of the aircraft.

8.7.2 If your Unchecked Baggage is larger or heavier than the maximum dimensions or weights or does not fit under the seat in front of you or in an enclosed storage compartment or we decide it is not safe, you must check it in as Checked Baggage.

8.7.3 If you have an item of Baggage (such as a musical instrument) larger or heavier than the maximum dimensions and weights for Unchecked Baggage but unsuitable to be carried as Checked Baggage, we will carry it in the aircraft cabin if you have given us notice in advance and we have granted permission. You may have to pay a separate charge for this service.

8.8 Collecting and delivering Checked Baggage

8.8.1 Unless Article 8.6.3 applies, you must collect your Checked Baggage as soon as we have made it available at your place of destination or Stopover. If you do not collect it within a reasonable time, you will be responsible for any loss or damage caused as a result and we may charge you a storage fee. If you do not claim your Checked Baggage within three months from the date we make it available, we may dispose of it without any liability and without charging you a storage fee.

8.8.2 Only the person with the Baggage Identification Tag and, if one has been issued, the Baggage Check can claim a piece of Checked Baggage.

8.8.3 If a person claiming a piece of Checked Baggage cannot produce the Baggage Identification Tag and, if one has been issued, the Baggage Check, we will deliver the Baggage to him/her only if he/she can prove to our satisfaction that the Baggage is his/hers.

8.9 Animals. Animals will only be carried if you have notified us at the time of booking and we have agreed to carry the animal at your request, subject to the following conditions:

8.9.1 You must ensure that the animal is properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit (including, where applicable, the pet travel documentation required under Regulation (EU) No 576/2013), failing which it will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on our website or on request.

8.9.2 The animal, together with its container and food, shall not be included in your free Baggage allowance, but a handling fee shall be applied at the applicable rate.

8.9.3 If accepted, guide or assistance dogs accompanying Passengers with disabilities will be carried for a nominal charge, subject to conditions specified in Regulation (EC) No 1107/2006 and by us, which are available on our website or on request.

8.9.4 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.

8.9.5 We will have no liability in respect of any such 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 carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

9. Schedules, delays, cancellations and denied boarding compensation

9.1 Schedules. At the time of making your booking the Ticket Issuer should inform you about the scheduled departure time of your Flight and it will be shown on your Ticket or Itinerary/Receipt. We do not guarantee these Flight times and they do not form part of your Contract of Carriage. We may need to change the scheduled departure time or scheduled departure terminal of your Flight after your Ticket has been handed over or sent to you. If you give the Ticket Issuer your contact information, the Ticket Issuer will try to let you know about any changes.

9.2 Remedies for delays, denied boarding and cancellations

9.2.1 We will take all reasonable measures necessary to avoid delay in carrying you and your Baggage. These measures may, in exceptional circumstances and if necessary to prevent a Flight being cancelled, include arranging for a Flight to be operated by another aircraft, by another airline or by both.

9.2.2 Our policy on compensation and assistance in the event of delays, cancellations and denied boarding is in accordance with Regulation (EC) No 261/2004, as set out in a notice which will be provided to Passengers affected and which will be available from us on request. Except as required by Regulation (EC) No 261/2004, and subject to other applicable law, as we do not have any contract with you, and our contract is with the Ticket Issuer, we shall not be liable to you in respect of any delayed or cancelled Flights, and any such claims should be addressed to the Ticket Issuer.

9.2.3 If we are unable to provide confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law including, without limitation, Regulation (EC) No 261/2004.

9.2.4 In the event that, for reasons beyond our control, we are unable to land at the airfield at your destination and are required to divert to another airfield, then the carriage by air shall, unless the aircraft continues to its original destination, be deemed to be completed when the aircraft lands at the diversion airfield. We shall however arrange or designate alternative transportation to carry you to your original destination as set out in your Ticket, without additional charge to you.

9.2.5 If you wish to make a claim against us under Regulation (EC) No 261/2004, you must contact us directly, and you must allow us 28 Days (or, if the law prescribes a shorter time, such shorter time) to respond directly to you. You can make a claim by writing to us at Titan Airways Malta Limited, Unit 8, Block 6, Ground Floor, St Angelo Mansions, Birgu Waterfront, Birgu, BRG 1738, Malta or emailing customer.services@titan-airways.co.uk

9.2.6 Your claim can be made directly to us on your behalf by one of the other Passengers on the same booking as you (provided you agree to this). Also, if you do not have the legal capacity to make a claim yourself, your legal guardian may contact us on your behalf to make a claim.

9.2.7 Except as set out in Article 9.2.6, you must not request a third party to make a claim on your behalf before you have contacted us directly and given us time to respond, and we will not address claims submitted by anyone on your behalf unless you have done this.

9.2.8 Except as set out in Article 9.2.6, we will in no circumstances address claims submitted on your behalf by a third party unless the claim is accompanied by your written authorisation to the third party to act on your behalf.

9.2.9 Articles 9.2.5, 9.2.6, 9.2.7 and 9.2.8 do not prevent you from consulting legal or other advisers before submitting your claim directly to us.

9.2.10 If you are not satisfied with our response to a claim under Regulation (EC) No 261/2004, you may complain to the national enforcement body designated by Malta under Article 16 of that Regulation, being The Malta Competition and Consumer Affairs Authority (http://www.mccaa.org.mt/), or bring the matter before a competent court.

10. Arrangements for additional services

10.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or make arrangements for the issue to you of a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party, such as hotel reservations or car rental, we are acting only as your agent. The terms and conditions of the third party service provider will apply.

10.2 If we also provide surface transportation for you, other conditions may apply to such surface transportation. Such conditions are available from us on request.

11. Behaviour on board the 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 any other Passenger(s) or member(s) of 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 us 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.

12. Administrative formalities

12.1 General. 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 or into, or through which you transit. We shall not be liable for the consequences of your failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands or travel requirements, rules or instructions.

12.2 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, in accordance with applicable data protection law. 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.

12.3 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.

12.4 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 for 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.

12.5 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.

12.6 Security inspection. You shall submit to any security checks by governments, airport officials, or us or any other carrier involved in your Journey.

13. Liability for Damage

13.1 These Conditions of Carriage govern our liability to you. The Conditions of Carriage of each other carrier involved in your Journey govern its liability to you. Other carriers may have lower limits of liability.

13.2 Applicable laws. Our liability for the carriage of Passengers and Baggage is governed by: the Convention, to the extent that it applies, all applicable EU Regulations, and, to the extent not inconsistent with the above, applicable national laws.

13.3 Our liability for the death, wounding or other bodily injury of Passengers

13.3.1 Our liability for proved Damage sustained in the event of death, wounding or any other bodily injury by a Passenger in the event of an accident onboard the aircraft or in the course of embarking or disembarking, shall not be subject to any financial limit.

13.3.2 For any Damage up to and including the sum equal to the equivalent of 151,880 SDRs, we shall not exclude or limit our liability.

13.3.3 Notwithstanding the provisions of Article 13.3.2, if we prove that the Damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger or of the person claiming compensation we may be exonerated wholly or partly from our liability in accordance with applicable laws.

13.3.4 To the extent that Damage under this Article 13.3 may potentially exceed the equivalent of 151,880 SDRs they will be reduced accordingly if we prove that the Damage was not due to the negligence or other wrongful act or omission of us or our agents or that the Damage was solely due to the negligence or other wrongful act or omission of a third party.

13.3.5 We shall, without delay and in any event not later than 15 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 advance payment shall not be less than the equivalent of 16,000 SDRs per Passenger in the event of death. An advance payment shall not constitute recognition of our liability and may be offset against any subsequent sums paid on the basis of our liability. An advance payment is not returnable, except in the cases described in Article 13.3.3, 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.

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

13.4 Our liability for Damage to Baggage

13.4.1 We are not liable for Damage to Unchecked Baggage unless the Damage was caused by our negligence or the negligence of our agents.

13.4.2 Our liability for Damage to your Baggage, including Damage caused by delay, is limited by the Convention to the equivalent of 1,519 SDRs except where you prove that the Damage resulted from an act or omission by us or our agents carried out either with the intention of causing Damage or recklessly and with knowledge that Damage would probably result, and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment.

13.4.3 In accordance with the Convention and Regulation (EC) No 2027/97 as amended by Regulation (EC) No 889/2002, we are liable for Damage caused by loss or delay of, or damage to

Checked Baggage upon condition only that the event which caused the Damage took place on board the aircraft or during any period which we had custody of the Checked Baggage.

13.4.4 We are not liable for Damage to Checked Baggage if and to the extent that the Damage to such Baggage results from the nature, or an inherent defect or vice, of the Baggage. We are not liable for Damage to Baggage caused by delay if we prove that we or our agents took all reasonable measures to avoid the Damage or that it was impossible for us or our agents to take such measures.

13.4.5 We are not liable for any Damage caused by your Baggage. You are responsible for any Damage caused by your Baggage to other people and property, including our property.

13.4.6 We are not liable in any way whatever for Damage to items which you include in your Checked or Unchecked Baggage although you are forbidden from including them under Article 8.3, including fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, or passports and other identification documents.

13.5 General

13.5.1 We are not liable for any Damage arising from the fact that we have obeyed laws or government rules and regulations or you have not obeyed laws or government rules and regulations.

13.5.2 Except where these Conditions of Carriage say differently, we are liable to you only for compensatory Damage which you are entitled to recover for proven losses and costs under the Convention.

13.5.3 Our contract of carriage with you (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 applies to us. As a result, the total amount you can recover from us and our agents, servants, employees and representatives will not be more than the total amount of our own liability, if any.

13.5.4 Unless we say otherwise, nothing in these Conditions of Carriage gives up any exclusion or limitation of liability to which we are entitled under the Convention or any laws which may apply.

13.5.5 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.

13.5.6 Our liability for Damage caused by delay in the carriage of Passengers is limited by the Convention to the equivalent of 6,303 SDRs per Passenger, except where the Convention provides otherwise, and except as stated in these Conditions of Carriage we are not liable if we prove that we and our agents took all measures that could reasonably be required to avoid the Damage or that it was impossible for us or them to take such measures.

14. Time limitation on claims and actions

14.1 Notice of claims

14.1.1 Acceptance of Baggage by you as 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.

14.1.2 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 in the event of damage to or destruction of Checked Baggage, at the latest within seven (7) Days of receipt of the Baggage. 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.

14.2 Limitations of action. Any right to Damage 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.

15. 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: the carriage of unaccompanied minors, pregnant women, Passengers with limited mobility and sick Passengers; restrictions on use of electronic devices and items; and the onboard consumption of alcoholic beverages.

16. Interpretation

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

17. 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 Malta 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 Malta.