

# **SPECIAL TERMS AND CONDITIONS OF CARRIAGE**

## **CARRIAGE OF EXPECTANT MOTHERS**

Expectant mothers are responsible for deciding themselves whether or not their health permits them to fly; if they have any doubts, expectant mothers are advised to consult their doctor before flying. For safety reasons and to avoid health risks, Freebird Airlines will carry expectant mothers between 28th and 35th week of their pregnancy only on presentation of a doctor's certificate (in case of twins, up to the end of the 32nd week of pregnancy); Freebird Airlines is entitled to demand presentation of the woman's antenatal medical record or a doctor's certificate as proof that the pregnancy is not beyond the 32nd/35th week. Expectant mothers will no longer be carried as from 4 weeks before the expected date of delivery. Expectant mothers who have suffered complications during the pregnancy are obliged to present a doctor's certificate, issued no earlier than 7-8 days before the flight. A certificate issued before that date will not be accepted. The doctor's certificate should confirm that the passenger is fit to fly despite the pregnancy (preferable in English). The certificate must be signed and stamped by the passenger's doctor.

NOTE: If the passenger has booked an outbound and return flight, Freebird Airlines is entitled to refuse carriage on the outbound flight if necessary

## **CARRIAGE OF BAGGAGE**

### **FREE BAGGAGE ALLOWANCE**

Passengers are entitled to a free baggage allowance as part of the contract for carriage by air. The free baggage allowance is stated on the ticket or on the invitation which served as the basis for the offer to enter into a contract for carriage by air. Charges are payable for the carriage of any baggage which exceeds the weight of the free baggage allowance and for the carriage of special baggage. Details of the relevant charges can be inquired directly from Freebird Airlines.

Random checks are carried out at the check-in. Pointed and sharp items (e.g. knives, scissors, manicure kits and similar items) must not be carried in hand luggage but instead have to be carried in checked baggage.

Freebird Airlines can neither be held responsible for items rejected at airport security checks nor does it have a storage duty.

## HAND BAGGAGE

One item of hand baggage up to a maximum weight of 6 kg can be carried free of charge. (It could be changed according to the flight sector, limited upto 8kg.) If the permissible maximum weight for hand baggage is exceeded, Freebird Airlines is entitled to demand payment of an excess baggage charge. The dimensions of the hand baggage must not exceed 55 cm x 40 cm x 20 cm. Owing to the limited space available and for safety reasons, only one item of hand baggage per passenger is permitted.

Further items which can be carried free of charge as hand baggage and taken on board are listed below. In case of lack of space in the cabin, these items must be carried as checked baggage.

- 1 handbag suitable for the journey
- 1 coat or wrap, scarf, shawl or blanket
- 1 shopping bag containing items purchased in duty-free shops
- 1 umbrella (except those with a pointed tip) or walking stick
- 1 baby carrier (can optionally be carried as cabin baggage) / pushchair (should be carried in the hold cargo)
- 1 small camera or binoculars
- books and magazines for reading during the flight
- portable (folding) wheelchairs or crutches on which the passenger is dependent (can optionally be carried as hold cargo)
- baby food, baby basket for use during the flight
- 1 laptop

In accordance with EG regulation 1546/2006, on all flights departing in Europe (including international flights), liquids, pressurized containers (e.g. sprays), pastes, lotions, and other gel-type substances are only allowed to be carried in hand luggage up to a maximum of 100 ml per packaging unit, which is determined by the quantity printed on the pack. Individual containers must fit into a re-closable, transparent plastic bag with a maximum capacity of 1 litre and will be checked. One bag per passenger is permitted. Special rules apply to medication and baby food. Various non-EU-states have passed identical or similar regulations. Further information is available to passengers from us or our authorized agents.

There is no entitlement to the conveyance of items which do not meet the above requirements and which are not suitable for transportation in the aircraft hold as checked luggage (e.g. fragile musical instruments). Any such item will only be carried if Freebird Airlines is notified in advance and if Freebird Airlines has accepted them for transportation. Since these items constitute special baggage they will be subject to a surcharge. If you are requested to leave any luggage at the check-in or at the gate, Freebird Airlines accepts no liability for this baggage unless a contract of deposit, for which a fee is chargeable, has been concluded.

## **SPECIAL BAGGAGE**

Charges are payable for the carriage of special baggage. This includes in particular sports equipment (golfing and diving equipment, bicycles, bodyboards, surf boards, skiing equipment etc.) and pets. The carriage of pets is also governed by the national statutory regulations and the IATA Live Animals Regulation on the transport of pets. Pets must be transported in a suitable, closed, waterproof and secure pet carrier in the cabin. The weight, inclusive of the carrier, must not exceed 6 kg. Owing to the limited space available and for safety reasons, passengers are entitled to demand the carriage of pets only if the airline has been notified at the time of booking and has confirmed the carriage. The passenger is responsible for compliance with all relevant requirements relating to vaccination papers, health certificates and any documents required for entry into the destination country. If these requirements are not satisfied or cannot be proved, Freebird Airlines is entitled to refuse carriage of the pet.

**Please note that the transport of pets in the hold is not permissible under any circumstances.**

- For the purposes of these Terms and Conditions, pets are defined exclusively as dogs and cats and must be carried in pet carriers measuring 55x40x20 cm; the passenger is responsible for providing the pet carrier.
- The passenger is obliged to present the pet's health certificate, vaccination papers and identification document.
- The total weight of the pet, inclusive of the carrier, must not be more than 6 kg.
- Irrespective of the weight, pets are defined exclusively as dogs, cats and birds (except rodent) can be carried in the cabin on any one flight.
- The pet must be healthy, tame, clean and must not smell.

If the pet shows any suspicious behaviour (restless, aggressive, sick etc.) the airport staff reserve the right not to allow the pet to fly.

NOTE: Guide Dogs "See eye dog"

A guide dog, accompanying a blind or deaf passenger, shall be accommodated in the cabin and is always free of charge.

### **The following items may not be carried in checked baggage:**

- money, jewellery, precious metals, cameras, mobile phones, electronic devices, e.g. laptops or PCs, business papers etc.
- passports and other identification documents, product samples or valuables, i.e. items with a value of more than EUR 300 (value at the time of purchase) with the exception of items of clothing.

In accordance with Art. 20 of the Montreal Convention and/or Art. 20 and 21 of the Warsaw Convention, Freebird Airlines accepts no liability for damage or loss of items carried in checked baggage in contravention of the foregoing provisions. The foregoing liability disclaimer also applies to any potential consequential damage and indirect damage resulting from the transport of such items in checked baggage.

## PROHIBITED BAGGAGE ITEMS

Passengers are not permitted to carry sharp, pointed or dangerous objects such as knives, penknives, razor blades or knitting needles as hand baggage. Such items can however be carried as hold baggage. If the security staff discover such items during the security check, the items may be destroyed and the owner will not be entitled to replacement. Freebird Airlines assumes no liability whatsoever for the loss of such items.

Dangerous substances are defined as all substances which constitute a risk to the health, safety or property of third parties when carried on board. Baggage containing dangerous substances is subject to national and international regulations. Such freight must be appropriately labelled and clearly state the contents of the dangerous substances.

For safety reasons, passengers are not permitted to carry the following items in restricted areas or on board:

\*Weapons, guns or firearms of any kind whatsoever (pistols, six-shot guns, revolvers, rifles, shotguns of any kind, objects of any kind which are or appear capable of causing injury or discharging a projectile, replica and imitation firearms, component parts of firearms (excluding telescopic sighting devices and sights), air guns, pellet guns, signal flare pistols, starter pistols, toy guns of all kinds, BB soft guns, industrial rifle mechanisms, bolt and nail guns, cross bows and arrows, harpoons and harpoon launchers, slings or catapults, spear guns, spears, spikes, underwater guns, hunting rifles, stun or shocking devices, cattle prods, stun guns, ballistic conducted energy weapons (taser), lighters shaped like a firearm;

\*Pointed and/or sharp objects capable of causing injury, such as weapons with pointed/sharp edges or tips, sharp objects, axes, arrows, darts, hooks, clamps, strips of hooks, hook-shaped iron bars, crampons, crampon spikes, spears, lances, ice axes, chisels, knives with retractable blades of any length or made of any metals, including knives used for ceremonial, religious or hunting functions which are strong enough to be used as a potential weapon, flick knives, lockable knives, sabres, meat cleavers, machetes, open razors, with the exception of safety or disposable razors with blades enclosed in a cartridge, swords, bayonets, swordsticks, bistouries, scalpels, surgical knives, sharp scissors, ski and walking/hiking poles, bars, throwing stars, signal flares, drills, cutters, gimlets, screwdrivers, bits for drills and screwdrivers, carpet knives, wire cutters, nippers, box cutters, utility knives and penknives, maintenance and repair tools of all kinds which can be used as a sharp and/or pointed weapon, including saws of all kinds, screwdrivers, crowbars, levers, cranks, chisels, caltrops, claw hammers, hammers, mallets, pincers, long-nose pliers, wrenches/spanners, adjustable wrenches/spanners, blow torches, welding equipment, diving lamps etc.

\*Blunt objects that are capable of causing injury, including tennis racquets, baseball and softball bats, hard or flexible golf clubs, rubber batons, sticks, bars, coshes, bats of any kinds (thick and short clubs with flexible leather grip),

\*Clubs, hooks, walking sticks, sticks, cricket bats, hockey and hurling sticks, lacrosse sticks, snowboards and canoe paddles, skateboards, billiard cues, fishing rods, knuckle dusters, clubs, coshes, martial arts equipment such as daggers and swords;

\*Objects which pose a risk to the health of passengers or crew, the safety of the aircraft and its cargo: explosives, flammable substances such as ammunition, blasting caps, detonators, fuses, other detonating devices, smoke

cartridges, slow match wicks, explosive substances and explosive devices, replica or imitation explosive material or devices, explosive military devices such as mines, hand grenades, gases such as butane, propane, acetylene and oxygen and their containers, fireworks, flares of all kinds and other pyrotechnics, non-safety matches, tobacco tins or boxes made of metal or tin, flammable liquid fuel, such as petrol/gasoline, diesel, alcohol, ethanol, aerosols, turpentine, white spirit, turpentine oil, thinning agents, flammable liquids such as paint thinner, alcoholic beverages exceeding 70 % by volume;

\*Chemical or toxic substances which pose a risk to the health of passengers and crew or the safety of the aircraft and its cargo: corrosive substances, such as mercury and chlorine in thermometers, spillable batteries, acids, alkalis, bleaching agents such as bleach and whiteners, disabling or incapacitating sprays, such as pepper spray, tear gas, radioactive material such as medicinal or commercial isotopes, infectious or biologically hazardous materials such as infected blood, bacteria and viruses, unless carried in accordance with the regulations of the emergency and fire protection plan for the aircraft, materials such as fire extinguishers, which are capable of ignition or heating as a result of oxidation.

**The following items may not be carried in checked baggage:**

Flammable, combustible, abrasive, toxic, oxidising, explosive, radioactive, infectious, self-igniting, reactive substances, substances which are hazardous on exposure to moisture and compressed gases, organic peroxides and hazardous objects containing these substances and other materials which require inspection, explosives, cartridges, fuses, blasting caps, slow match wicks, detonators, hand grenades, mines, propane or butane gas, flammable liquids such as petrol/gasoline, methanol, methyl alcohol and combustible liquids, devices and tools, such as camping gas cylinders containing these substances, flammable solids, reactive substances such as magnesium, firelighters, fireworks, flares, sparklers, bleaching agents, whiteners, oxidants, e.g. in car body repair kits, organic peroxides, rat poison, toxic or infectious substances such as infected blood, radioactive substances including medicinal or commercial isotopes, mercury, motor vehicle batteries, abrasives, such as components of motor vehicle fuel systems containing fuel ARE PROHIBITED FROM CARRIAGE.

NOTE:All sharp objects contained in checked baggage must be securely packed to protect ground staff and other employees.

NOTE:Explosive items such as paints, fireworks, crackers, objects with a combustion engine, such as power saws, model aeroplanes, lawnmowers, radioactive substances may neither be carried as hand baggage or as checked baggage!

**REFUSAL TO CARRY BAGGAGE**

Freebird Airlines is entitled to refuse the carriage of baggage which is so inadequately packed that damage cannot be ruled out despite exercise of the usual care.

# RESTRICTION/REFUSAL OF CARRIAGE

## Restriction/Refusal of Carriage of Passenger and Baggage

Freebird Airlines is entitled to refuse or discontinue the carriage or ongoing carriage of a passenger or a passenger's baggage if one or more of the following criteria are satisfied:

\*The passenger behaves in such a way on board or prior to boarding the aircraft that

- the aircraft, any person or items on board are endangered, or
- the crew members are prevented from carrying out their duties, or
- the passenger fails to comply with the instructions of the crew, in particular with regard to smoking, the consumption of alcohol or drugs, or
- the passenger's behaviour is an unacceptable nuisance for the other passengers or the crew, or leads to damage or injury,
- there is reason to believe that the passenger will perform one of the above acts;

\*Carriage would be in violation of applicable law, regulations or conditions imposed by the departure, destination or overflown country;

\*Carriage would endanger the safety, orderly carriage or health of the other passengers or the crew or constitutes an unacceptable nuisance for the other passengers or crew

\*The passenger's mental or physical condition, including any impairment caused by alcohol or drugs, constitutes a risk for the passenger himself, for other passengers, for members of the crew or for items of property;

\*The passenger refuses any security checks of his person or his baggage which are necessary for security reasons;

\*The valid airfare, any applicable taxes or surcharges have not been paid, including such charges for previous flights;

\*The passenger is not in possession of all the documents required to enter/leave the destination country, is not in possession of valid travel documents, destroys his travel documents during the flight or refuses to hand over the travel documents on request by the crew in return for confirmation of receipt;

\*The passenger fails to comply with any regulations necessary for execution of the journey (e.g. passport, visa and health regulations, including regulations which apply to any accompanying pet);

\*The passenger does not state a booking number or states an incorrect booking number, or the booking for the booking number stated by the passenger does not match the identification document presented by the passenger, or the passenger cannot prove that he is the person for whom the booking was made;

\*The passenger infringes safety / security instructions of Freebird Airlines or instructions issued by Freebird Airlines within the scope of their rights as operator of the aircraft;

\*The passenger is carrying prohibited baggage items;

\*The passenger has in the past already committed one of the above acts or omissions which endangered the safety, orderly carriage or health of the other passengers, the members of the crew, or the property of Freebird Airlines, or if Freebird Airlines has banned the passenger from entering its premises.

In the cases specified under the above, Freebird Airlines is entitled to take any reasonable necessary steps to prevent further consequences of such behaviour. If necessary to ensure safe execution of the flight or to protect passengers and crew, Freebird Airlines is entitled to order the passenger to leave the aircraft, to refuse further carriage of the passenger on any connecting flights at any location or to refuse to carry the passenger on its entire route network. The pilot in command is further entitled to take all reasonable and necessary steps to maintain and/or restore safety and order on board. Criminal and civil proceedings will be taken against any passengers who commit such an offence on board an aircraft.

## **POWER OF DECISION OF THE PILOT IN COMMAND**

The pilot in command is authorised to take all necessary safety measures at any time. Accordingly, the pilot in command has the full power of decision in respect of passengers travelling on the aircraft, as well as loading, distribution, lashing and unloading the baggage to be carried. The pilot in command makes all decisions as to whether and in what way the flight is to be executed, any deviations from the planned route and where a landing or stopover is to be made. The foregoing also applies if the behaviour, condition, mental or physical state of a passenger is such that the cabin crew would be required to provide unreasonable assistance.

## **ELECTRONIC DEVICES**

The unauthorised use of electronic devices, including but not limited to laptops, PDAs, CD players, electronic games or transmission devices, remote-controlled toys and walkie-talkies is prohibited on board the aircraft and may constitute a criminal offence. The use of hearing aids and pacemakers is, of course, permitted.

**The use of mobile phones is not permitted at any time during the flight.**

## SEAT RESERVATIONS

Seats on international flights may be reserved up to 72 hours prior to departure. Hours on a Saturday, Sunday and/or public holiday do not count when calculating the above period.

The service is only available for Freebird Airlines flights with Freebird Airlines Code (FH-FHY) and Freebird Airlines aircraft.

The following terms and conditions apply to seat selection which is paid in advance:

No seat selection is possible in connection with an optional reservation. The seat can be selected either during or after the purchase of the ticket. (If the seat selection charge is not paid for the reserved seat, the reservation will automatically be cancelled shortly afterwards).

If a flight is cancelled or delayed for reasons beyond the control of the passenger, or if the passenger does not receive the selected seat, the passenger can cancel the seat reservation and have the charge refunded.

Seat reservations cannot be changed except in connection with a change of flight.

No cancellations of seat reservations only are possible and no reservation charges will be refunded.

Please note that owing to official safety reasons, the following persons are not permitted to sit in the exit row/at emergency exits:

- infants (age under 2) and children (age under 12)
- expectant mothers
- passengers carrying a pet in the cabin
- persons with a physical and/or mental disability
- persons whose mobility is impaired owing to their physical size, illness or age.

Anyone reserving a seat at an emergency exit confirms that the above criteria do not apply to the booked passengers. If that is not the case, Freebird Airlines is entitled to allocate the passenger concerned to a different seat. In that case, the passenger is not entitled to reimbursement of the reservation charge.

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.

Any infant (less than 2 years old) shall be accompanied by an adult (more than 18 years old).

Any child (less than 12 years old) shall be accompanied by an adult unless the child is traveling as an unaccompanied minor.

Any young passenger who is 12 years and up to 18 years is defined as "Young". Upon request of the relatives, a Young shall be highlighted to the Cabin Crew; who shall give particular attention to the Young. Transport of such passengers does not involve the fulfillment of any particular formality.

NOTE: If Freebird Airlines is unable to allocate the passenger to a different seat after exhausting all possibilities, Freebird Airlines shall be entitled to refuse carriage.

## **PERSONS WITH REDUCED MOBILITY (PRM)**

PRM shall not be allocated or occupy, seats where their presence could:

- obstruct access to emergency equipment
- impede the emergency evacuation of the airplane.

A person with reduced mobility (PRM) is understood to mean a person whose mobility is reduced due to physical incapacity (sensory or locomotory), an intellectual deficiency, age, illness or any other cause of disability when using transport, and whose situation requires special attention and the adaptation, to his/ her needs, of the service made available to all passengers. Freebird Airlines is entitled to insist upon the production of a written report (in English) on fitness for travel, issued by a medical doctor.

The following definitions constitute commonly agreed indications for the degree of immobility and extent of the assistance required for the journey:

MEDA: Passengers whose mobility is impaired, due to clinical cases with medical pathology in progress, being authorized to travel by medical authorities. Such passenger usually has social coverage in relation to the illness or accident in question.

WCHR: Passenger who can walk up and down stairs and move about in an aircraft cabin, but who requires a wheelchair or other means for movements between the aircraft and the terminal, in the terminal and between arrival and departure points on the city side of the terminal.

WCHS: Passenger who cannot walk up or down stairs, but who can move about in an aircraft cabin and requires a wheelchair to move between the aircraft and the terminal, in the terminal and between arrival and departure points on the city side of the terminal.

WCHP: Passenger with a disability of the lower limbs who has sufficient personal autonomy to take care of himself, but who requires assistance to embark or disembark and who can move about in an aircraft cabin only with help of on-board wheelchair.

WCHC: Passenger who is completely immobile, who can move about only with help of a wheelchair or any other means and who requires assistance at all times from arrival at the airport to seating in the aircraft or, if necessary, in a special seat fitted to his/her specific needs, the process being inverted at arrival.

BLND: Blind.

DEAF: Passenger who is deaf or a passenger who is deaf with put speech.

DEAF/ BLIND: Blind and deaf passenger, who can move about only with the help of an accompanying person.

MAAS: Meet and assist. All other passenger in need of special help.

### **\*Handicapped Persons Traveling as a Group**

The number of handicapped / incapacitated passengers shall not exceed the number of able-bodied persons on board.

Handicapped groups (sporting teams, special groups or organizations etc.) may be accepted for check-in, prerequisite a booking has been made in advance and the group will be cared by accompanier/s during the flight. There is no prerequisite for the number of the accompaniers.

### **\*Handicapped Persons Traveling Alone**

The number of handicapped persons traveling alone is only applicable to MEDA (with authorization to travel alone in medical certificate) WCHR, WCHS, DEAF, BLIND etc.

If the handicapped passenger has an accompanier, no restriction applies for the carriage. It is essential to ensure that the total number of passengers with reduced mobility do not form a significant proportion of the total passengers carried on board.

If the passenger travels alone, provide that the seat next to him/her is allocated to another passenger to ensure that the cabin crew can be alerted in case the condition of the (sick) passenger worsens during the flight.

All handicapped passengers including WCH passengers must be seated on the designated seats;

A320 Rows 3, 4, 5, 27, 28, 29 (A-B-C-D-E-F seats)

A321 Rows 3, 4, 5, 35, 36, 37 (A-B-C-D-E-F seats)

## **Stretcher Passenger**

Such service is not applicable for all Freebird Airlines flights. In case of an aircraft used exclusively for the transportation of a group, prior confirmation shall be given by the Operations and Technical division.

## **Sick Passenger**

The transport by air can lead to health risk. Sick passengers shall only be accepted if they hold a written flight authorization / health report by a medical doctor (preferable in English). Passengers requesting / requiring assistance for boarding / disembarking and / or requiring unforeseeable medical aid shall normally not be charged for the additional services.

Whenever a certificate for fit to travel by air from a medical doctor is required, this certificate shall also contain a statement about the necessity of an accompanying person/attendance. Should the certificate state such a necessity, passengers shall provide their own accompanying person / attendance.

## **Passenger Requiring Oxygen**

Due to hazardous material regulations Freebird Airlines is not allowed to take any pressurized and flammable/explosive bottle onboard. Passengers carrying such bottles are not qualified to be carried on a commercial airplane due to hydrostatic test requirements and other technical qualification procedures. However, we may provide onboard equipment free of charge for our passengers to be used during the flight. Passengers can only use one bottle on board which has total capacity of 311 liters per bottle (not the medical, standard oxygen) and they need to arrange the bottles to be shipped on a cargo airplane or get some loaner units in his/her duration in Turkey.

Important information;

Capacity 311 litres

Pressure 1800 psi

HI port 2 lt/min (usage 1:17Hrs)

LO port 4 lt/min (usage 2:35Hrs)

Passengers who may require oxygen during their flight should inform the \*Tour Operator\* on the day of the booking.

## **FLIGHT TICKET**

Freebird Airlines performs the transportation only for the passenger named on the transport ticket (flight ticket or other transport document). Transport tickets are non-transferable. If you do not travel with an electronic air ticket, you are only entitled to transportation upon presentation of a valid transport ticket issued in the name of the passenger. If travelling with an electronic air ticket you are only entitled to transportation if you have sufficient identification and an electronic air ticket issued in your own name. You will otherwise not be allowed to fly.

NOTE: Please make sure that you have completed all ticket and baggage procedures for both national and international flights 40 minutes before the scheduled departure time or you will otherwise forfeit your entire rights in connection with your ticket.

## **PUNCTUAL ARRIVAL AT THE AIRPORT**

Passengers must present themselves at the check-in desk two hours prior to the booked departure time unless a different check-in time was given for your flight. Please allow sufficient time keep to these check-in times.

Passengers are furthermore obliged to present themselves at the gate for boarding no later than at the time given at the check-in. If you do not keep to the check-in/boarding times and do not present yourself at the gate early enough for boarding, Freebird Airlines shall be entitled to cancel your flight booking and to refuse carriage. Freebird Airlines accepts no liability for damages and expenses incurred by you as a result of non-compliance with these regulations, for which you are solely responsible.

## **PASSENGER'S CONDUCT**

If your conduct on board is such that you pose a risk to the aircraft or to persons or items of property on board, that you interfere with the crew's carrying out their official duties or refuse to follow the crew's orders including orders pertaining to the ban on smoking, use of alcohol or drugs, or that you are a nuisance to or injure other passengers or members of the crew we reserve the right to take all necessary steps to prevent such conduct including handcuffing, or to refuse to carry the passenger.

## **NON-SMOKING FLIGHTS**

All Freebird Airlines flights are non-smoking. Smoking is prohibited in all areas of the aircraft and during the entire stay on board.

## **TRAVEL DOCUMENTS**

You are obliged to and responsible for obtaining all travel documents and visas for your travel, and to comply with all regulations of the states which are overflown or flown to, or from which the flight departs. We will not be liable for any damages incurred by you as a result of your failure to obtain all necessary papers, or from non-compliance of the applicable regulations or instructions. You are obliged to present the entry and leave documents prior to travelling which are stipulated by the relevant states and to allow us to make copies of these documents. We reserve the right to refuse to transport you if you do not comply with the decisive regulations or if your documents are incomplete, and we accept no liability for losses or expenses incurred by you as a result of not complying with these regulations.

## **BREACH OF ENTRY REGULATIONS AND ITS LEGAL CONSEQUENCES**

If you are refused entry into a country, you are obliged to pay the fine levied by the respective country. You are furthermore obliged to pay the applicable airfare if we have to return you to the point of departure or other place on the orders of an authority because you are not allowed to enter a country (transit or destination country). For payment of the airfare we are entitled to use the money paid by you for transport not used or the funds from you which are in our possession. The airfare paid up to the place of refusal or expulsion will not be reimbursed.

If we are required to pay or deposit fines or incur other expenses because you did not comply with the regulations regarding entry into or transit across the state in question or because the documents required by these regulations are not available you are obliged to pay us back, if demanded, the paid or deposited sums and to reimburse our expenditure. We shall be entitled to avail ourselves of the unused air tickets or cash funds to cover such expenses. Fines differ between countries but may far exceed the price of air tickets.