

# **CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE IN AIR TRANSPORT**

## **1.1. General**

### **§ 1 DEFINITIONS**

AGENT (IATA AGENT) - a person or organisation approved by IATA to sell air transport to other persons or organisations

AIR FARE (FARE) - the amount of money stated in a flight ticket as the price for air carriage of a passenger

CARRIER - an airline company performing passenger, baggage, cargo and mail transport on the basis of bought flight tickets and airwaybills

CHECKED BAGGAGE - baggage placed in the baggage compartment of the aircraft for the entire flight and that is stated in the flight ticket of the passenger

CLAIM - a written request for compensation when the carrier does not adhere to the conditions of carriage contract

CONDITIONS OF CARRIAGE CONTRACT - conditions by which the carriage of passengers, baggage and goods is carried out in accordance with the Air Carriage Regulations

BAGGAGE DAMAGE - a change in the condition of baggage due to physical or chemical interference, partly impairing the baggage

BAGGAGE DESTRUCTION - a change in the condition of baggage due to physical or chemical interference, totally impairing the baggage

INCOMPLETE BAGGAGE - a change in the condition of baggage when only a part of the baggage reaches its destination

DECLARED VALUE - the declared value of baggage (including its contents), which is higher than the liability limit of the carrier

DECLARED VALUE CHARGE - a charge collected according to the total value of baggage as declared by the passenger before departure

DEPARTURE PLACE - an airport, where, in accordance with flight tickets, air carriage of the passengers and baggage begins

DESTINATION PLACE - an airport, where, in accordance with flight tickets, air carriage of passengers and baggage ends

EMBARGO – a ban on air carriage of passengers and/or goods (or certain types of goods) for a certain period of time (if need be on a certain part of a flight), announced by a carrier

ESTIMATED ARRIVAL TIME - time when, according to the timetable, the arrival of an aircraft to the airport is estimated

ESTIMATED DEPARTURE TIME - time when, according to the timetable, the departure of an aircraft is estimated

EXCESS BAGGAGE - baggage exceeding the free baggage allowance in weight or number of pieces at piece concept

FARE - a carriage fee which is provided under certain rules and conditions determined by the carrier

FLIGHT TICKET - travel ticket and baggage check, issued by a carrier or its agent for a passenger, serving for passenger and his/her baggage carriage

GROUND TRANSPORT - carriage of passengers and baggage between the city office of the airline and the departure airport, or carriage of passengers by bus, train or taxi in case of irregularities in air transport

IATA - International Air Transport Association

ICAO – International Civil Aviation Organization

INTERNATIONAL AIR TRANSPORT - air transport when the departure and destination places are in different states (regardless of transfer or delays during the actual carriage), or in the same state with an agreed stop in a different state

IRREGULARITIES IN CARRIAGE OF PASSENGERS - breach of the timetable

IRREGULAR TRANSPORT - air transport carried out outside the timetable

MONTREAL CONVENTION - the convention for unification of certain rules relating to carriage by air, signed in Montreal on 28 May 1999

PAYMENT ORDER (MCO/MPD) - a document, which may be used to pay for the actual air carriage and related services (i.e. ground transport, accommodation, excess baggage charges etc)

PIECE CONCEPT - baggage check-in according to number of pieces - valid for flights to/from the USA, US territories and Canada

PREPAID TICKET ADVICE (PTA) - a letter of advice that a person at a certain place has paid the carriage fee for another person at another place

RECONFIRMATION - reconfirmation of a reserved seat

REGULAR TRANSPORT - air carriage carried out according to the timetable

RESERVATION (BOOKING) - preliminary arrangement of a seat for a passenger, carriage capacity for baggage or excess baggage on the given flight

ROUTING - an outline of the air travel according to the individual flights and airports as stated in the flight ticket

SDR (SPECIAL DRAWING RIGHT) - shall mean a currency unit as defined by the International Monetary Fund

STOPOVER - termination of a flight at a transit point or at any point en route

SUSPECT DOCUMENT - a document which was lost, stolen, falsified, shows signs of unqualified interference or is missing

TRACING - the process of searching for undelivered baggage carried out by the carrier

TRANSFER AIRPORT - a layover airport, stated in the flight ticket as a point of passenger transfer from one flight to another flight of the same or different carrier

TRANSIT AIRPORT - a stopover airport, which is not printed in the flight ticket in the box for routing

UNACCOMPANIED BAGGAGE - a piece of baggage carried with an airwaybill for a cargo tariff according to special conditions

UNACCOMPANIED MINOR - a child between 5<sup>th</sup> and 12<sup>th</sup> birthday, not accompanied by a person over 15 years

UNCHECKED BAGGAGE (CABIN) - a piece of baggage the passenger may carry on board and is responsible for, for the duration of the flight (see § 11, point 3).

## **§ 2 RANGE OF EFFECT**

### 1) General Provisions

The Conditions of carriage for passengers and baggage (hereinafter “conditions“) cover all regular and irregular domestic and international passenger and baggage carriage, Czech Airlines (hereinafter “carrier“) carry out, including services related to the carriage. In case of irregular carriage of passengers and baggage, the carrier has the right to apply certain provisions of these conditions differently.

The conditions of carriage follow Czech law, unless its application is ruled out by binding provisions of another law.

If another carrier is involved in the passenger carriage, on flights operated by another carrier may be applied different conditions.

### 2) Free transport

The carrier has the right to exclude, totally or partly, the applicability of these conditions as free transport concerns.

## **1.2. Conditions of Carriage for Passengers and Baggage in Air Transport**

### **§ 3 FLIGHT TICKET**

#### 1) General Provisions

The carrier will not accept a person for carriage without a valid ticket. The flight ticket is not transferable. The passenger shall present his/her ticket on the carrier's or other authorized bodies' requests and submit the appropriate coupons to the carrier. The flight coupons must be used in the sequence printed in the passenger coupon of the ticket. The passenger shall carry the ticket with all remaining flight coupons, which he/she has not submitted to the carrier or a certificate of the carrier as a substitute for this coupon during the entire journey. Special procedures of the carrier apply when a so-called electronic ticket is used.

#### 2) Faulty ticket

The carrier has the right to refuse a passenger in the case where:

- a) The presented flight ticket is damaged;
- b) The data in the ticket have been changed by a person other than the carrier or approved sales agent;
- c) The flight ticket is presented without the valid passenger coupon;
- d) It is a suspect document (the flight ticket is stated in the database of suspect documents).

#### 3) Ticket validity

A ticket entitles a passenger to transport from the departure airport to the destination airport according to the routing and fare stated in the ticket. The ticket is valid for 1 year from the date of commencement of travel, or if not a single flight coupon has been used then it is valid for 1 year from the date of issue. The conditions of purchased fare can determine a shorter period of ticket applicability in air transport.

Each flight coupon entitles the holder to carriage on the day and flight for which a seat was reserved. If a ticket was issued without a date of flight then a seat may be provided to a passenger only according to space availability on the requested flight. If the carrier is unable to provide previously confirmed seating to a passenger or if the flight is postponed in time of the ticket validity, the validity will be extended until the time when the carrier is able to carry out the carriage.

#### 4) Loss or theft of a ticket

In the instance where the passenger finds out that his/her ticket has been stolen or that he/she has lost his/her ticket, the duplicate of the original document may be issued for a stolen or lost ticket. In such cases the passenger shall pay to the carrier charges related to issuing the duplicate and also shall give a written guarantee that he/she will settle possible damages and losses, the carrier may incur due to misuse of the original lost document.

### **§ 4 STOPOVER**

A stop over is possible, only if the conditions of the corresponding tariff permit. A stop over must be marked in the flight ticket.

### **§ 5 FARE**

#### 1) General provisions

Fares published by the carrier as effective on the date of payment for a ticket, are obligatory for carriage, which these Conditions are applicable to. If the fare between two points has not been published the combined fare will be used.

A flight ticket issued at an applicable fare may only be used under the conditions determined for this fare. Any change in routing or departure date or ticket exchange may cause a change in fare.

2) Fare payment

Fares are payable in both cash and by other means, in any currency accepted by the carrier and in accordance with foreign exchange regulations of the corresponding country. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange used by the carrier.

3) Other taxes and charges

Other taxes and charges related to air carriage shall be paid by the passenger in addition to the fare. In case of any change in taxes and charges at the time between the ticket issue and commencement of the journey, the difference will be collected or returned additionally.

## **§ 6 RESERVATIONS**

1) General provisions

A passenger holding a flight ticket or flight coupon without the date of flight or who requests a change in the date of a flight has no right to any priority reservation.

2) Reservation conditions

The carrier will make a reservation for a particular flight free of charge. Reservation is not binding unless the carrier issues a valid ticket, "Payment order" (MCO or MPD) document or "Prepaid ticket advice" (PTA) document with a confirmed reservation printed on it. The carrier has the right to cancel the reservation without a prior notice if the passenger has not paid for his/her ticket prior to the specified time limit or does not have the reservation date entered in the ticket by this time limit.

3) Seating

For safety or operational reasons, the carrier cannot guarantee to provide any particular seat in the aircraft to the passenger. If the passenger fails to arrive at check-in by the time fixed by the carrier or if he/she does not have all necessary documents or is not able to travel, the carrier retains the right to cancel the space reserved for him/her.

4) Seat cancellation

Under the conditions determined by the applied fare, a cancellation fee may be collected if the passenger does not use his/her reservation or cancels the confirmed seat.

5) Change or cancellation of seat reservation

If a passenger will not use his/her seat reservation on the first sector of journey and will not commence his/her journey on the agreed flight without notice to the carrier, his/her reservation can be cancelled on the other flights (including the return flight) shown on ticket or the itinerary of an electronic ticket. For change or cancellation of reservation, a passenger has to contact sales office or carrier's call centre.

## **§ 7 OBLIGATIONS OF PASSENGERS WHEN TRAVELLING BY AIR**

- 1) The passenger shall, before purchasing a ticket and before boarding an aircraft, prove his/her identity and present relevant travel documents or contingently answer the questions relating to safety on the request of the carrier's staff member or state authorities, or provide requested personal data to authorised state authorities. Government regulations may require the carrier to provide information on or permit access to passenger data.
- 2) When purchasing the ticket the passenger shall inform the carrier about any health conditions which might complicate his/her carriage or influence the flight in a negative way.
- 3) The passenger shall submit to any security check including his/her checked and unchecked baggage.
- 4) The passenger shall not carry valuable or fragile articles in checked baggage (see § 11 BAGGAGE).
- 5) According to valid international regulations, passengers are not allowed to carry weapons, ammunition, knives, toys similar to real aggressive weapons (e.g. pistols, grenades) and all other items of a stabbing or cutting nature. These items must be placed in checked baggage only. The carrier disclaims any responsibility for articles to be retained due to safety reasons. Dangerous materials (explosives and ammunitions, flammable and corrosive materials, compressed gases, toxic and infectious substances, oxidizing substances, radioactive materials, magnetic materials and other dangerous goods) may only be carried up to exceptions as cargo under airwaybill and under special conditions of carriage.
- 6) The passenger shall be adequately aware of the nature of air operation and shall follow the instructions of the carrier, especially at:
  - Check-in, the assembly and movement in the passenger areas;
  - Boarding and disembarking the aircraft;
  - Placing clothes and unchecked (cabin) baggage in the aircraft.
- 7) The passenger shall forbear from committing any act which might endanger the safety and smoothness of air carriage, he/she must not disturb other passengers and obstruct the proper performance of the carrier's staff members' duties, nor damage the property of the carrier and passengers, and forebear from the abuse of alcoholic beverages.
- 8) Further more the passenger shall:
  - Arrive at check-in and fulfilment of all other required formalities and procedures well in advance, within the time specified by the carrier;
  - Pay an applicable service fee for the check-in procedure at a standard check-in counter;
  - On the carrier's staff member's announcement or on the illuminated panel indication fasten his/her seat belt during take-off and landing, or as required during the flight;
  - On the carrier's staff member's request, revert back to his/her originally assigned seat if it is necessary due to operational or safety reasons;
  - Observe no smoking on board all aircraft. If the passenger fails to comply with this obligation a penalty up to 100,000 CZK may be imposed
  - Not operate personal electronic devices, which could interfere with the electronic devices and equipment of the aircraft. If the passenger fails to comply with this obligation a penalty up to 100,000 CZK may be imposed;
  - Submit to necessary first aid when his/her health has been harmed during the flight, inform the crew about requested personal and health data and submit to the subsequent medical check up;

- Repay the carrier all costs for losses and damages, which the passenger caused by his/her improper conduct (e.g. damage of the aircraft interior, illegal carriage of dangerous animals or items, aircraft emergency landing etc.);
- Unconditionally submit to the instructions of the aircraft commander (captain) and cabin crew during the flight;
- Submit to the imposed personal security inspection carried out by the state authorities or authorized organizations;
- Conform his/her clothes and appearance to the standard of air carriage.

## **§ 8 OBLIGATIONS OF THE CARRIER DURING AIR TRANSPORT**

- 1) The carrier shall arrange for passengers to be instructed about the location of and how to use the following:
  - Safety belts;
  - Emergency exits and devices meant for common use;
  - Life vests and oxygen devices if this equipment is set for passenger use;
  - Other emergency equipment meant for individual use.
- 2) Passengers must be informed about the no smoking and use of electronic devices regulations on board and that there is a penalty of upto 100 000 CZK for non-compliance.
- 3) If need be the carrier shall instruct passengers about the emergency procedures suitable for the current situation.
- 4) The carrier shall ensure the possibility of using safety belts at take-off, landing, during turbulence and any time when the aircraft commander (captain) requests it, and instruct passengers about placement of their belongings in the aircraft.

## **§ 9 REFUSAL AND EXCLUSION OF PASSENGERS FROM CARRIAGE**

- 1) General provisions

The carrier may refuse carriage of a passenger:

- a) If the carrier's regulations on flight performance require it;
- b) If the passenger breaches regulations applicable in the country of departure, arrival or over-flight;
- c) If the passenger is struck with a contagious illness obligatory to report, suffers from a serious illness where the sudden appearance of which may endanger the safety of passengers and flight, or if the passenger cannot take care of him/herself due to his/her physical or mental condition and is not accompanied by someone who will provide the necessary care for him/her;
- d) If the passenger's conduct endangers the safety of carriage or public order or if he/she is not properly dressed;
- e) If any obligation stated in § 7, especially regarding air transport safety, is breached.

- 2) Passenger's right to compensation

A passenger who was refused or excluded from carriage according to letter a) of the previous provision, will either receive the refunded fare or its proportional part for the unused flight segment or will be offered replacement transport by another flight or means of transport as the compensation for the unperformed carriage. If the passenger was excluded for different reasons, the charge according to § 6 par. 4 of these Conditions will be deducted from the refunded amount.

## **§ 10 CONDITIONAL ACCEPTANCE OF PASSENGERS FOR CARRIAGE**

### **1) Conditional acceptance for carriage**

If the passenger whose physical or mental condition or age are such as that he/she may be considered in danger due to a health risk or capable of other damage if transported, the carriage is carried out under the condition that the carrier shall not be liable for any contingent injury, illness or further detriments to health, including death, nor for damage of personal belongings if such damage was in connection with or a consequence of the carriage. Due to safety reasons the carrier is entitled to refuse carriage of a physically or mentally handicapped passenger without an escort.

When purchasing the ticket, it is necessary for an ill passenger to present a physician's certificate on the standard form, stating that he/she is able to undertake the carriage by air.

In case of a sudden death of a passenger during a flight, his/her remains will be unloaded at the nearest airport and submitted to local authorities for further investigation and to order replacement transport.

### **2) Carriage of passengers with reduced mobility**

Passengers with reduced mobility are passengers whose medical or physical conditions require special treatment from the carrier. The extent of care depends on security regulations, aircraft equipment and local conditions at the airport. Blind passengers and the passengers dependant on accompanying dogs shall carry a certificate that the dog is trained to assist disabled persons, required travel documents and a muzzle is recommended, to be put on if necessary. Such a dog needs to wear a harness and leash, it is carried free of charge.

### **3) Carriage of expectant mothers**

Expectant mothers are not considered passengers under special health conditions. Until the end of 34th week of pregnancy (in case of a multiple pregnancy until the end of the 28th week of pregnancy), without any health problems, a certificate from the attending physician is not required. If a woman has health problems before 34th week of pregnancy (in case of a multiple pregnancy until the end of the 28th week of pregnancy), or her previous pregnancy was multiple or delivery complications are expected, medical certificate of the attending physician is necessary on the prescribed form stating that the woman may travel by air. For carriage of pregnant women after 34th week of pregnancy, (in case of a multiple pregnancy until the end of the 28th week of pregnancy), the medical certificate on the prescribed form is required in all cases, the carriage is at the woman's and child's own risk and the carrier renounces any liability. The carrier is entitled to refuse carriage of a pregnant woman.

### **4) Carriage of unaccompanied children**

Children between 5 and 12 years may travel alone provided that they are accompanied by an adult to the airport of departure and the carrier shall receive a written assurance on a standard form that another adult will be waiting for the children at the airport of arrival. The forms are available in the carrier's sales offices. Unaccompanied children must have all required travel documents. The carrier may request the age of the child to be reliably proved.

### **5) Carriage of children under 2 years of age**

On Czech Airlines' operated flights, an adult passenger may travel with two children under 2 years of age as a maximum. The second child has to have a seat reservation and car seat certified for use in air carriage.

### **6) Detailed conditions of carriage for the passengers mentioned above are available at the carrier's sales offices.**

## § 11 BAGGAGE

### 1) General provisions

Baggage is carried as checked or unchecked. The passenger has the right to free of charge carriage of his/her baggage according to further provisions of these Conditions. An additional service fee for the check-in procedure at a standard check-in counter may be collected.

### 2) Checked baggage

The maximum weight of one piece of checked baggage must not exceed 32 kg (70 lbs). Properly closed and locked suitcases or other solid sealable baggage are accepted as checked baggage for carriage. Other objects may be accepted for carriage upon the carrier's approval.

Additional service fee may be collected for carriage of non-standard baggage (see point 4) below).

A baggage check (the identification portion of a baggage tag) is issued for the passenger for each piece of checked baggage. It must be kept for possible claims.

The foodstuffs in proper covers and small live animals may also be carried as checked baggage in accordance with carrier's internal regulations. Before accepting each piece of baggage for carriage it must carry an identification tag with the name of the passenger and his/her contact address at the point of stay (e.g. name and address of the hotel, address of permanent stay etc.), both inside and outside. The name printed on the identification tag must correspond with the name in the flight ticket and travel document. Baggage, including baggage with a zipper closure, has to be locked to prevent opening during the actual carriage. The carrier is not liable for baggage left uncollected upon arrival. Checked baggage is carried in the baggage compartment of the aircraft and is usually carried on the same aircraft as the passenger. If this is impossible the carrier will carry the checked baggage on the next flight on which space is available.

Before departure or at any time during the journey, the carrier may refuse to carry baggage and items which are likely to endanger the flight, persons or property safety and further baggage and items which might be easily damaged during carriage by air or which are not properly packed.

Passengers shall not carry money, cheques, credit cards, securities or other valuables, commercial or other personal documents, passports or other personal identification documents, medicines, keys, spectacles and sun glasses, jewellery and articles made of precious metals, cameras, video-cameras or other electronic devices (including personal computers, laptops and CDs with databases), art and fragile or perishable articles in their checked baggage.

When the piece concept for carriage of baggage applies on a journey (mostly to/from the USA, US Territories and Canada), an adult passenger is entitled to carry two pieces of checked baggage in J Class (Business) free of charge, provided the sum of all three dimensions of each piece does not exceed 158 cm (62 ins) and the weight of each piece does not exceed 32 kg (70 lbs). In Y class (Travel), an adult passenger is entitled to carry one piece of checked baggage free of charge in most cases, or two pieces of checked baggage in accordance with the purchased tariff, where the sum of all three dimensions of the baggage does not exceed 158 cm (62 ins) and the weight of the baggage does not exceed 23 kg (50 lbs). Children under 2 years of age (who are not entitled to their own seat reservation) are entitled to free transportation of 1 piece of baggage with the overall size of 115 cm (45 ins) and the weight 10 kg (22 lbs) and 1 fully collapsible pram. Children between 2 and 12 years are entitled to the same free baggage allowance as adult passengers.

Adult passengers travelling on other flights are entitled to carry free of charge in J Class (Business) baggage of the total maximum weight of 30 kg (66 lbs) and in Y class (Travel) 20 kg (44 lbs). Children under 2 years of age (who are not entitled to their own seat reservation) are entitled to carry free of charge baggage of the total maximum weight of 10 kg (22 lbs) and 1 fully collapsible pram. Children between 2 and 12 years are entitled to the same free baggage allowance as adult passengers.

Passengers may carry valuable, fragile or breakable items (e.g. musical instruments, chandeliers, etc.), packed in a protective packaging, in the passenger cabin as cabin baggage on an individual seat. Passenger must have a confirmed seat for such baggage in addition to his/her seat. When making a reservation for cabin baggage, its size and weight must be known.

In order to allow safe carriage on a seat, the baggage weight must not exceed 20 kg (44 lbs) and its width must not exceed 42 cm (17 ins), its depth 41 cm (16 ins) and its height 80 cm (32 lbs) for all types of aircraft. For transport of cabin baggage on a seat, a charge in the amount of the applicable adult fare will be collected.

### 3) Unchecked baggage (cabin baggage)

For both weight and piece concepts, cabin baggage may have a maximum length of 56 cm (22 ins), maximum width of 45 cm (18 ins) and maximum depth of 25 cm (10 ins), however, the total of its three dimensions may not exceed 115 cm (45 ins) including handle and wheels. A passenger may only carry one piece of cabin baggage. In addition to one piece of cabin baggage of permitted size, each passenger may carry certain personal use items in the cabin, provided that he/she takes care of them:

- Small ladies purse;
- Coat, shawl or blanket;
- Umbrella or walking stick;
- Camera or movie camera or binoculars or a small personal computer;
- Bassinet for a baby and food for it during the flight;
- Crutches or a fully collapsible wheelchair or other orthopaedic devices for disabled passengers;
- Reading material for the flight;
- Additional small bag for J class passengers only.

The total weight of cabin baggage and items for personal use must not exceed 12 kg (26 lbs) in Y class and 18 kg (39 lbs) in J class. The carrier is entitled to check the size of cabin baggage and total weight of all items the passenger carries with him/her on board.

Fully collapsible wheel chairs for disabled persons, which are placed in the baggage compartment for space reasons are carried free of charge.

### 4) Special types of baggage

The following items are subject to prior approval from the carrier and may be carried on conditions determined by the carrier:

- a) Sports equipment or other non-standard or oversized baggage
- b) Live animals - only to those destinations where valid regulations permit

Some animals can be carried for applicable charges in the passenger cabin or as checked baggage in the aircraft baggage compartment, if placed in a sufficiently large and solid container with a leak proof bottom. Small animals can be carried in the passenger cabin, if placed in a container with a maximum size not exceeding a length of 48 cm (19 ins), a width of 32 cm (13 ins) and a depth of 29 cm (12 ins). Total weight of the container with an animal must not exceed 8 kg (17 lbs). Guide dogs accompanying sight, hearing or otherwise impaired passengers and dogs used to save lives will be carried free of charge and without a container in the cabin. The dogs must wear a harness and leash, a muzzle is recommended, to be put on if necessary and their training certificate and required documents shall be available.

- c) Carriage of weapons and ammunition:

Weapons of all types may be accepted for carriage by air to those destinations where valid regulations permit. They must be empty and be placed in the cargo compartment only. Ammunition of an explosive nature belongs in so called Dangerous Goods category and may only be carried as cargo according to conditions for carriage of dangerous goods.

- d) Carriage of diplomatic baggage is allowed to diplomatic couriers in the cabin.

5) Carriage of excess baggage

When the piece concept for carriage of baggage applies (mostly on journey to/from the USA, US Territories and Canada), for each piece of baggage in excess of or exceeding the allowed size or weight, a fixed charge will be collected according to the destination.

On other flights, baggage exceeding the weight of the free baggage allowance will be carried according to the carrier's capacity and carriage charges will be charged according to its total weight and on the basis of the carrier's tariff.

The charges for excess of the free baggage allowance may be collected, with regard to the technical possibilities available, at any time during the carriage.

6) Search of baggage

The carrier may search passenger's baggage in the passenger's presence. If the passenger is not available, the carrier may open his/her baggage in the presence of at least one witness who is not a member of the carrier staff, if they suspect that the baggage contains items excluded from carriage or the carriage of which requires special regulations.

7) Unaccompanied baggage

Carriage of unaccompanied baggage follows special regulations of the carrier.

8) Baggage with declared value

The passenger may declare value of checked baggage in excess of the applicable liability limits at time of passing it on to the carrier at the latest, and pay a declared value charge, or he/she may insure his/her checked baggage at an insurance company.

9) Checked-in baggage delivery

- a) The passenger shall collect his/her baggage upon arrival.
- b) The bearer of the baggage check and identification tag, delivered to the passenger at the time of baggage check-in, may collect the baggage. The carrier shall not check whether the bearer of the baggage check and identification tag is entitled to collect the baggage and is not liable for loss, damage or other expenses, which could arise to the passenger as a result of such delivery.
- c) When collecting the baggage it is necessary to immediately report any damage, failure of delivery or loss of baggage to the carrier who shall make a written statement of it. Otherwise it is understood that the baggage has been delivered in good condition.
- d) When damage is reported later than immediately after delivery, the passenger must prove the causal connection between the reported damage and the corresponding carriage.

## § 12 TIMETABLE

1) Timetable

The carrier will make a maximum effort to undertake the carriage of passengers and their baggage in accordance with the timetable, in effect on the day of flight. The carrier is not liable for errors and omissions in timetables or other information given by employees or agents of the carrier as to the dates and times of departure or arrival and aircraft operation, with the exception of cases when the carrier is aware that damage will probably occur due to misinformation or omission.

2) Irregularities in air transport

If a flight has been delayed, cancelled, or if the carrier is not able to provide previously confirmed space and the passenger cannot be carried to the destination point, or if the passenger misses a connecting flight with confirmed reservation, the carrier shall according to the regulation of the European parliament No 261/2004, either:

- a) Refund the ticket price, if the travel cannot meet the original purpose any longer, or

- b) Transport of passenger to the destination indicated in the ticket on its own scheduled service, or a scheduled service of another carrier, or provides surface carriage. In all these cases, the passenger is entitled to care (refreshments, eventually hotel accommodation, transport between the airport and hotel or another services) in a reasonable relation to the time of waiting.

In case a booked passenger was not accepted for carriage due to a flight cancellation caused by the carrier or insufficient capacity, relevant compensation will be provided to him/her.

## **§ 13 REFUNDS**

### 1) General provisions

Refunds follow the conditions of carriage and fare conditions valid at the time of ticket purchase. Refunds are made only by the carrier that issued the ticket or by its agent who is authorized to do so. The method of payment will be kept when refunding. The carrier may request the person claiming a refund to submit a written application.

In case that the carrier cannot meet the conditions of carriage according to the contract of carriage or when a passenger requests a voluntary change in any of the conditions of carriage, the carrier is entitled to provide a refund for an unused ticket or its portion. The refund will be paid to the eligible person on condition that he/she will submit to the carrier the ticket with unused flight coupons, passenger coupon and if need be the boarding card.

The carrier will give a refund either to the person named in the ticket or to the person who paid for the ticket upon presentation of a satisfactory proof. If a ticket has been paid for by a person other than the passenger named in the ticket and the carrier has indicated restricted conditions for refund of the ticket, the carrier will give a refund only to the person who paid for the ticket. Except for the case of lost tickets, the carrier will only provide the refund upon submitting the corresponding flight coupons.

A refund, given to a person who presented the corresponding coupons, receipt and unused flight coupons in terms of the above stated provisions, is considered a proper refund and discharges the carrier from any liability and any further claims for refunds.

### 2) Involuntary refund

If the passenger could not begin his/her journey for which he/she held a ticket for reasons caused by the carrier, the carrier will refund fare to the passenger irrespective of conditions of purchased fare.

### 3) Voluntary refund

If the passenger requests the refund of fare after ticket purchasing for other reasons than those set out in point 2 of this paragraph, the carrier will refund fare to passenger in accordance with these conditions of carriage and fare conditions valid at the time of ticket purchase.

### 4) Refund of lost or stolen tickets

If a carriage document is lost, the carrier may, on the written request within a 2 months time limit from the submitting of the request:

- Refund the lost document or replacement document (duplicate), or the new purchased ticket fare, if all conditions applicable to the fare were followed;
- Issue a replacement carriage document.

The refunded fare will be less the corresponding charges.

If the ticket is lost or stolen, the carrier may, on proof of loss, give the refund less the corresponding charges on the following conditions:

- a) In case that the lost ticket or its portion has not been previously used, refunded or issued as the replacement ticket;
- b) The person to whom the refund is given signs a declaration that he/she will repay the amount refunded if the ticket or its portion is used by any person or refund is made to another person.

5) Time limit of submitting a claim

The claim for refund of a lost, unused or partly used document has to be presented within 30 days after the document expires at the latest.

6) Right to refuse refund

The carrier may refuse refund of a ticket:

- a) After the document expires and after the time limit for submitting a claim expires;
- b) If a return ticket was the condition of entry into a country;
- c) If the document is in the database of suspect documents.

7) Currency

All refunds are subject to regulations of the country in which the ticket was purchased or of the country in which the refund is being given. Therefore refunds will be given in the currency in which the ticket was paid for or, if it is in accordance with valid foreign currency regulations, in the currency of the country where the refund is being made.

## § 14 TRAVEL FORMALITIES

1) Passports, visas and other documents

- a) The passenger shall obtain all the documents and comply with all conditions requested by authorities of the country of departure, transit, transfer or arrival (e.g. entry and exit conditions of the country).
- b) The carrier is not responsible for any damages or expenses, which the passenger incurred due to non compliance with the stated obligations.
- c) The carrier reserves the right to check all travel documents and formalities.

2) Denied entry and deportation

The passenger shall pay the applicable fare if the authorities require the carrier, to return the passenger to his/her departure point or elsewhere. To settle such fare the carrier may use so far unused carriage documents. The fare collected for carriage to the point of denied entry or deportation of the passenger will not be refunded by the carrier.

3) Reimbursement of carrier's costs

The passenger shall, on demand, reimburse to the carrier all costs incurred by his/her non-compliance with the required administrative travel formalities, required in the country of departure, transit, transfer or arrival.

4) Customs inspection

The passenger shall attend the inspection of his/her checked or unchecked baggage carried out by customs or other authorities. The carrier is not liable to the passenger for any damage or loss suffered by the passenger through failure to comply with this condition.

### **1.3. Common Provisions and Liability of the Carrier in Air Carriage of Passengers and Baggage**

#### **§ 15 SUCCESSIVE CARRIERS**

Air transport to be performed by several successive carriers under one ticket or under a ticket and conjunction tickets issued in connection with it, is to be regarded as a single operation.

If several successive carriers perform the carriage, each of them, accepting passengers and baggage, is considered a contractual party of carriage according to valid international conventions.

Passengers or their proxies may only place any claim with that carrier that performed the carriage during which such damage occurred creating a claim for damage, with the exception where the first carrier takes the liability for the whole journey by a specific agreement.

In case of baggage, the passenger may place the claim with the first carrier, and the passenger entitled to collect the baggage may place the claim with the last carrier, and further more he/she may place the claim with any carrier that performed the carriage when baggage destruction, loss, damage or delay occurred. These carriers are jointly and equally liable to the passenger.

#### **§ 16 CARRIER'S LIABILITY**

- 1) General
  - a) In international air transport, the carrier's liability follows so called "Montreal Convention" of 28 May 1999 and also the European Parliament and European Union Council regulation no. 2027/97 as amended by the regulation no. 889/2002 of 13 May 2002, pursuant to the Montreal Convention applicable to both international and domestic air transport.
  - b) The carrier is liable up to the amount of the actual damage, however to the limit of its liability only. The carrier is not liable for indirect or consequential damage or for loss of profit.
  - c) The limitation of liability applies to all employees, agents and representatives of the carrier.
- 2) Carrier's responsibility for damage in air transport of passengers and their baggage
  - a) There is no financial liability limit for the carrier in case of death or injury of a passenger at an accident. For compensation up to 100,000 SDR (approximately 123,000 EUR or its equivalent in local currency), the carrier will not protest against proved liability claims. If the compensation requirement is higher than 100,000 SDR, the carrier reserves the right to defend itself by all available means and the right to prove that there was not negligence or other fault on the carrier's side.
  - b) In case of death or injury of a passenger, the carrier will provide the authorised person with advance payment in the amount of 16,000 SDR as a minimum (approximately 20,000 EUR or its equivalent in local currency), to cover immediate financial needs. The advance payment will be provided within 15 days from the date when the authorised person is appointed. The advance payment does not mean the acceptance of liability by the carrier and in case of further payments it is considered a part of them. The advance payment is not returned to the carrier, unless the carrier proves that the damage was caused by the negligence, omission or other improper action of the passenger, or if the advance payment was received by an unauthorised person.
  - c) In case of a delay in passenger carriage, the carrier is responsible for damage up to 4,150 SDR (approximately 5,100 EUR or its equivalent in local currency), except for the cases when the carrier took all adequate measures in order to prevent the damage or when such measures were not feasible.
  - d) In case of a baggage delay, the carrier is responsible for damage up to 1,000 SDR (approximately 1,230 EUR or its equivalent in local currency), except for the cases the carrier took all adequate measures in order to prevent the damage or when such measures were not feasible.

- e) In case of a total damage, loss or damage to checked or cabin baggage the carrier is responsible for damage up to 1,000 SDR (approximately 1,230 EUR or its equivalent in local currency) per passenger except for the cases of general use or cases where the baggage is damaged or faulty before the commencement of the journey.
  - f) The above financial limit for baggage up to 1,000 SDR applies to both checked and cabin baggage together with respect to presented receipts.
- 3) Carrier's limitation of liability
- a) The carrier is responsible for damages caused on its flights only. The carrier that issued the ticket or checked in baggage for a flight of another carrier is considered its agent only. The passenger has the right to place his/her checked baggage claim towards the first or last carrier.
  - b) The carrier is not responsible for damage to passenger baggage caused by its contents.
  - c) The carrier is not responsible for damage to cabin baggage and other items in the passenger's care, unless the damage is caused by the carrier or the passenger could not care about his/her baggage. However, if the damage was caused jointly by the passenger and the carrier they both are responsible proportionally, according to their individual participation on the damage.
  - d) The carrier is not responsible for any damage, loss or partial damage caused by natural causes, death of animals or animal behaviour such as biting, kicking, stabbing or suffocation, or faulty carrying box or the inability of the animal to cope with different conditions of air transport.
  - e) If a passenger whose age or mental or physical conditions may cause a certain risk is transported, the carrier is not responsible for any illnesses, injury or disability or death that might be caused by his/her conditions or deterioration of such conditions.

#### **§ 17 METHOD OF CLAIMS AND CLAIM TIME LIMITS**

- 1) The passenger shall immediately report any damage to health, unchecked baggage and other personal property to the carrier, which will make a written statement. If the damage is reported later, the passenger must prove causal connection between the reported damage and the corresponding carriage. If a serious injury occurs the carrier shall report it itself.
- 2) The passenger has to claim checked baggage damage immediately upon arrival, however in writing within 7 days from the baggage delivery at the latest. Compensation for delayed baggage may be claimed in writing within 21 days from its delivery.
- 3) Claims for damages expire 2 years after the arrival at the destination or estimated arrival or 2 years after the carriage was terminated.

#### **§ 18 VALIDITY AND EFFECT**

These "Conditions of Carriage for Passengers and Baggage in Air Transport" come into effect as of 3<sup>rd</sup> October 2009, are issued in electronic form and may be printed upon passenger's request for consulting at all Czech Airlines offices.

Also the Czech version of these conditions of carriage is done. Only the Czech version of these conditions of carriage is deciding in case of litigation or obscurity in interpretation of versions in any other languages.

The "Conditions of Carriage for Passengers and Baggage in Air Transport" of 29<sup>th</sup> March 2009 expire on the same date.

Czech Airlines, j.s.c.