

AIR TANKER SERVICES LIMITED, GENERAL CONDITIONS OF CARRIAGE (PASSENGER AND BAGGAGE)

Issued July 2023

GENERAL CONDITIONS OF CARRIAGE (PASSENGER AND BAGGAGE)**Contents**

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1. Definitions

We, our, ourselves and **us** means Air Tanker Services Limited.

You, your and **yourself** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a **Ticket**.

Agreed Stopping Places means those places, except the place of departure and the place of destination, set out in the **Ticket** or shown in your itinerary as scheduled stopping places on your route.

Airline Designator Code means the two characters or three letters which identify particular air carriers.

Authorised Agent means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

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Baggage means the personal property that you take with you on your flight. Unless otherwise specified, it consists of both your **Checked Baggage** and **Unchecked Baggage**.

Baggage Check means those portions of the **Ticket** which relate to the carriage of your **Checked Baggage**.

Baggage Identification Tag means a document issued solely for identification of **Checked Baggage**.

Carrier means an air carrier other than ourselves, whose **Airline Designator Code** appears on your **Ticket** or on a **Conjunction Ticket**.

Checked Baggage means your personal property which we transport in the hold of the aircraft and for which we issue you a **Baggage Check** or a **Baggage Identification Tag**.

Check-In Deadline means the time limit specified by us by which time you must have completed check-in formalities and received your boarding pass.

Conjunction Ticket means a **Ticket** we have issued to you in conjunction with another **Ticket** which together constitute a single contract of carriage.

Convention means whichever of the following are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to as the Warsaw Convention);
- the Warsaw Convention as amended at The Hague on 28 September 1955; the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- Guadalajara Supplementary Convention (1961); or
- the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999 (referred to as the **Montreal Convention**).

Coupon means both a paper **Flight Coupon** or an **Electronic Coupon**, each of which entitle the named passenger to travel on the particular flight identified on it.

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

Days mean calendar days, including all seven days of the week. For the purpose of notification the day upon which a notice is dispatched shall not be counted and for the purpose of determining the validity of a **Ticket** the day upon which the Ticket is issued, or the flight commenced, shall not be counted.

Electronic Coupon means an electronic flight coupon or other value document held in our database.

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Electronic Ticket means the **Itinerary/Receipt** issued by us or on our behalf, any **Electronic Coupon** and any boarding document.

Flight Coupon means that portion of the **Ticket** that bears the notation 'good for passage' or in the case of an **Electronic Ticket**, the **Electronic Coupon**, and indicates the particular places between which you are entitled to be carried.

Force Majeure means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

Itinerary/Receipt means a document or documents issued to a **Passenger** on our behalf, whether travelling on an **Electronic Ticket** or otherwise, that contains the **Passenger's** name, flight information and notices.

Passenger means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a **Ticket**.

Passenger Coupon or **Passenger Receipt** means that portion of the **Ticket** issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

SDR means a Special Drawing Right as defined by the International Monetary Fund.

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 filed, where required, with the appropriate authorities.

Ticket means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket. In each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

Unchecked Baggage means any of your **Baggage** other than **Checked Baggage**.

2. Applicability

2.1. General

Except where expressly stated otherwise, these Conditions of Carriage apply to any flight operated by us and where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight.

2.2. Charter Operations

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply to the extent they are incorporated by reference or otherwise in the charter agreement, the Ticket or the Itinerary/Receipt.

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These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.4. These Conditions Prevail Over Regulations

Except where expressly stated otherwise, in the event of any inconsistency between these Conditions of Carriage and any of our regulations these Conditions of Carriage shall prevail.

3. Tickets**3.1. General Provisions**

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

3.2. Name and Address of Carrier

Our name is Air Tanker Services Limited and may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address is Air Tanker Hub, RAF Brize Norton, Carterton, Oxfordshire, OX18 3LX.

3.3. Personal Data

You recognise that personal data has been given to us for the purposes of: obtaining ancillary services; developing and providing services; facilitating immigration and entry procedures; and making available such data to government agencies in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies (including the UK Ministry of Defence), other Carriers or service providers and this may involve us transferring your personal data outside the European Economic Area.

3.4. Seating

We cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

3.5. Reconfirmation of Reservations

3.5.1. Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits.

3.5.2. We will advise you when we require reconfirmation, and how and where it should be done.

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3.5.3. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us, you still wish to travel, and there is space on the flight we will reinstate your reservations and transport you. If there is no space on the flight, we will use reasonable efforts to transport you to your next or final destination.

4. Check-In and Boarding

4.1. Check-In Deadlines are different at every airport, and we recommend that you inform yourself about these Check-In Deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-In Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-In Deadlines indicated. We or our Authorised Agents will advise you of the Check-In Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-In Deadlines.

4.2. You must be present at the boarding gate not later than the time specified by us when you check-in.

4.3. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

4.4. We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

5. Conduct on Board Aircraft and at the Airport and our Right to Refuse Carriage

5.1.1. We believe our customers have the right to enjoy their travel experience in comfort. As a signatory of the UK Aviation Industry Code of Practice on Disruptive Passengers, we take a zero-tolerance stance regarding any person who threatens the safety, comfort and wellbeing of customers and colleagues.

5.1.2. You must behave appropriately at all times whilst in the airport and on board the aircraft. In particular (but not limited to these examples) you must not:

- a) contravene any applicable law (e.g. by being drunk on board an aircraft);
- b) conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board;
- c) obstruct the crew in the performance of their duties;
- d) fail to comply with any instruction of the crew;
- e) use any threatening, abusive or insulting words or actions towards the crew or other passengers;
- f) behave in a disorderly manner or in a manner to which other Passengers may reasonably object;
- g) fail to comply with our safe travel requirements (as set out in our conditions of carriage, including the requirement for you and your travel party to wear a facemask in the airport and on your flight where applicable).

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5.1.3. In addition to the above, we may refuse to carry you or your baggage in the following circumstances:

- a) such action is necessary for reasons of safety and/or security and/or to comply with any applicable laws, regulations or orders of any country to be flown from, into or over including laws or regulations relating to Advance Passenger Information requirements;
- b) your conduct, age or mental or physical condition is such as to require our special assistance (save where the "Special Assistance" provisions of our Conditions of Carriage apply), or to cause harm, discomfort or make yourself objectionable to other passengers or crew; or involve any hazard or risk to yourself or other persons or to property;
- c) you are drunk or under the influence of drink or drugs;
- d) if you are, or we reasonably believe you are, in unlawful possession of drugs;
- e) you have threatened, insulted, abused or acted in a disorderly way (either by words or action) towards ground colleagues, a member of the crew or our other passengers;
- f) you have committed misconduct on a previous flight and we believe that such conduct may be repeated;
- g) you have refused to submit a health screening or a security check or you have not observed, or may fail to observe, instructions given by ground colleagues or a member of crew with respect to safety or security;
- h) you have failed to comply with our safe travel requirements (as set out in our Conditions of Carriage), including the requirement for you and your travel party to wear a facemask in the airport and on your flight (where applicable)
- i) where appropriate the applicable fare or any charges or taxes payable have not been paid;
- j) you do not appear to be properly documented or any of our documentation presented by you appears to have been acquired unlawfully, or reported as being lost or stolen, or counterfeit, or altered by anyone other than us or our authorised agent, or mutilated, it being understood by you that we have no duty to make any enquiries when determining whether to permit you to travel, and that we have the right to retain such documentation;
- k) the person who presents for check-in or boarding cannot prove that he or she is the person named as the passenger in the booking.

6. Special Assistance

Acceptance for carriage of unaccompanied children, passengers with reduced mobility, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with reduced mobility are required to provide us with not less than 48 hours advance notice of their requirements.

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You may carry some Baggage free of charge subject to our conditions and limitations, which are available upon request from us or our Authorised Agents.

7.2. Items Not Accepted as Baggage

You must not include in your Baggage:

- 7.2.1. Any item which is likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);
- 7.2.2. Any item the carriage of which is prohibited by the applicable laws, regulations or orders of any state which exercises jurisdiction over the flight; or
- 7.2.3. Any item which is reasonably considered by us to be unsuitable for carriage because it is dangerous, unsafe or by reason of its weight, size, shape, or character, or which is fragile or perishable having regard to among other things the type of aircraft being used. Information about unacceptable items is available upon request.
- 7.2.4. Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 7.2.1.
- 7.2.5. Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage at our discretion but will not be permitted in the cabin of the aircraft.
- 7.2.6. You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

7.3. Right to Refuse Baggage for Carriage

- 7.3.1. Subject to section 7.2, we will refuse to carry as Baggage the items described, and we may refuse further carriage of any such items upon discovery.
- 7.3.2. We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for

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safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

- 7.3.3. We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

7.4. Right of Search

- 7.4.1. For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan, or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in 7.2 or any firearms, ammunition, or weapons, which have not been presented to us in accordance with 7.2.4 or 7.2.5. If you are unwilling to comply with such request, we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our negligence.

7.5. Checked Baggage

- 7.5.1. Upon delivery to us of your Baggage which you wish to check we will take custody of and issue a Baggage Identification Tag for each piece of your Checked Baggage.
- 7.5.2. Checked Baggage must have your name or other personal identification affixed to it.
- 7.5.3. Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security, or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight, we will deliver it to you unless applicable law requires you to be present for customs clearance.

7.6. Unchecked Baggage

- 7.6.1. We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry on to the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.
- 7.6.2. Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 7.6.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us.

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- 7.7.1. Subject to Article 7.5.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.
- 7.7.2. Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.
- 7.7.3. If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that they establish to our satisfaction their right to the Baggage.

7.8. Animals

- 7.8.1. If we agree to carry your animals, they will be carried subject to the following conditions:
- You must ensure that animals such as dogs, cats, household birds and other pets are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us which are available on request.
 - If accepted as Baggage the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.
 - Assistance dogs accompanying a Passenger with a disability will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request. Assistance dogs may be taken into the aircraft cabin where applicable laws permit.
 - 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.
 - 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.

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8. Schedules, Delay and Cancellation of Flights**8.1. Schedules**

The flight times shown in any timetable may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

8.2. Delays, Cancellation and Re-routing

8.2.1. Your rights in the event of cancellations, delays and denied boarding are set out in:

- Regulation (EC) No 261/2004 (as amended by The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019) for UK departing and arriving passengers
- The Convention, EC Regulation 261/2004 for EC departing and arriving passengers
- For other flights there may be other applicable national laws

Nothing in these Conditions affects your rights under such applicable law.

8.2.2. We will take all reasonable measures to avoid delay in carrying you and your baggage. In the exercise of these measures and in order to prevent a flight cancellation in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

8.2.3. If we cancel a flight; or delay a flight by more than 5 hours; or fail to stop at your destination or Stopover destination; or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, provide one of the following:

- re-route you, under comparable transport conditions, to your final destination, at the earliest opportunity or at a later date at your convenience, without additional charge. Where necessary we will extend the validity of your Ticket; or
- A refund payable to the person who purchased the ticket. This applies to the part or parts of the journey not flown.

8.2.4. If you choose not to continue with your journey and decide to return to your point of departure, the purchaser of your ticket is entitled to receive a reimbursement for the part(s) of the journey which were not flown.

8.2.5. Where a flight has been cancelled, or is subject to a long delay, passengers are entitled to reasonable refreshments given their waiting time as well as means of contacting two people outside the airport, as required by EC Regulation 261/2004 or the applicable national law.

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8.2.6. Please note that passengers are not entitled to compensation if they have been informed of a cancellation fourteen days or more before the planned departure date. Passengers will be informed of cancellations via the contact details given to the operating carrier by the passenger, the purchaser of the ticket or the travel agent.

8.2.7. In certain circumstances we may overbook flights although this is not generally our policy. Whilst we make every effort to provide a seat for which there is a confirmed reservation this cannot always be guaranteed. We operate a compensation scheme for passengers with confirmed reservation who are denied carriage without reasonable grounds for doing so. Details are available at check-in and will be brought to the attention of passengers in the event they are denied carriage in such circumstances.

9. Conduct on Board an Aircraft**9.1. 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 other passengers or 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.

9.2. Electronic Devices

For safety reasons we may forbid or limit operation on board 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.

10. Administrative Formalities**10.1. General**

10.1.1. You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

10.1.2. We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

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Prior to travel, you must present all exit, entry, health and other documents required by law. Regulation, order, demand or other requirement of the countries concerned and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

10.3. 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.

10.4. Passenger Responsible for Fines and Costs

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

10.5. 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.

10.6. Security Inspection

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

11. Successive Carriers

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 13.2.

12. Food allergies**12.1. In-flight meals**

12.1.1. If you have a food allergy, we cannot guarantee to meet special meals requirements, however all our meals will be labelled to indicate potential allergens, e.g. seafood, dairy and gluten. You can also check the label on the packaging or ask a member of your cabin crew.

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12.1.2. We're unable to heat or refrigerate any food items you might bring with you. If you prefer to consume your own food, we suggest to opt for non-perishable food. Please also check the different quarantine laws of your transit and/or destination with respect to food types permitted into the country.

12.2. Severe allergic reactions (anaphylaxis)

12.2.1. Severe allergic reactions on board are rare but if you suffer from a severe allergy always speak to your doctor before you book to discuss potential risks and how you can minimise becoming ill on your trip.

12.2.2. We cannot guarantee an allergen-free cabin environment or prevent other passengers from bringing their own food on board. We use the recommendations of the International Air Transport Association (IATA) for allergen-sensitive passengers to make sure your flight is as comfortable as we can make it.

12.2.3. Here are a few examples of how you can prepare:

- Your epinephrine/adrenaline auto-injector should be carried in your hand baggage. This should be accompanied by a letter from your doctor or a copy of your prescription to present to airport security personnel.
- If you have been prescribed an epinephrine/adrenaline auto-injector like EpiPen, Anapen, Twinject or Jext make sure you carry this with you in your hand baggage. Take an emergency treatment plan and a letter signed by your doctor with you to minimise delays at airport security.
- Clearly label your medication to show who it should be administered to.
- You will be able to pre-board when you present your medical letter for the epinephrine/adrenaline auto-injector to staff at the gate. This will allow you to wipe down your seating area to help prevent inadvertent contact with allergen traces. Passengers must bring their own suitable wipes.
- When boarding the aircraft, you must inform Cabin Crew of your severe food allergy.
- Advise cabin crew and the people seated next to you of your allergy, where you have placed the medication and what to do in an emergency. Our cabin crew can speak to people seated near to you to help explain your allergy.
- Ensure your medication is easily accessible throughout the flight, e.g. place it in the seat pocket or on you personally.
- Cabin crew are trained to recognise symptoms of anaphylaxis and administer treatment but if you are travelling with family, friends or guardians they would be expected to treat you first.
- Wear a medi-alert bracelet.

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12.3.1. If you request it, Cabin Crew will make an announcement so that other passengers are aware of your allergy. Cabin Crew will also suspend the serving of loose nut snacks in your cabin of travel.

12.3.2. Meals containing tree nuts may continue to be served throughout the aircraft and tree nut-based snacks may also continue to be served in other cabins of travel depending on the aircraft type.

13. Liability for Damage**13.1. General Liability**

The liability of Air Tanker Services Limited to you is governed by these General Conditions of Carriage. The liability of any other carrier involved in your journey will be governed by its own conditions of carriage.

13.2. Passengers and Baggage Liability

Our liability with respect to the carriage of Passengers and Baggage is governed by the Convention. This clause sets out the limitations that apply to our liability to you however in the event this clause is inconsistent with any applicable provision of the Convention or any other applicable law then to the extent necessary the Convention or other applicable law shall take precedence.

13.3. Liability for Death and Bodily Injury of Passengers

13.3.1. We shall not be liable for the death or bodily injury to a Passenger unless caused by an accident which took place on board an aircraft or in the course of any of the operations of embarking or disembarking in which case our liability shall not be subject to any financial limit.

13.3.2. For damages up to and including 128 821 SDRs (approximately GBP 131,786.17) we shall not exclude or limit our liability however we may be exonerated wholly or partly from liability in accordance with applicable law for example if we can prove that the damage was caused or contributed to by the negligence or other wrongful act or omission of the Passenger.

13.3.3. For damages over 128 821 SDRs (approximately GBP 131,786.17) we will not be liable if we prove that such damage was not due to our or our agent's negligence or other wrongful act or omission or such damage was solely due to the negligence or other wrongful act or omission of a third party.

13.3.4. If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the

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person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximately 16,361 GBP).

13.3.5. We will make advance payments as required by law. Any such payments shall not constitute recognition of liability and may be offset against any amounts subsequently paid as damages. Advance payments

13.4. Liability in Relation to Baggage

13.4.1. We shall not be liable for the destruction or loss of, or damage to Checked Baggage unless caused by an event which took place on board the aircraft or during any period within which the Checked Baggage was in our charge. However, we shall not be liable if and to the extent the damage resulted from the inherent defect, quality or vice of the Baggage and we may be exonerated wholly or partly from liability if we can prove that the loss or damage was caused or contributed to by the negligence or other wrongful act or omission of the Passenger.

13.4.2. Our liability for the destruction, loss, damage, or delay to Baggage is limited to 1,288 SDRs (approximately GBP 1,317) per passenger unless you can prove that the damage resulted from an act or omission of us, or our agent done with intent to cause damage or recklessly with knowledge that damage would probably result and provided that you prove that our servants or agents were acting within the scope of their employment.

13.4.3. If you complete a special declaration at check-in and pay the applicable fee our liability shall be limited to the higher declared value.

13.4.4. We are not liable for damage occasioned by delay if we prove that we or our agents took all measures that could reasonably be required to avoid the damage, or it was impossible for us or our agents to take such measures.

13.4.5. You are responsible for any damage caused by your Baggage.

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

13.5. Liability for Damage Caused by Delay to Passengers

13.5.1. We are not liable for damage occasioned by delay if we prove that we or our agents took all measures that could reasonably be required to avoid the damage or it was impossible for us or our agents to take such measures.

13.5.2. Our liability for delay is limited to 5,346 SDRs (approximately GBP 5,469) per passenger unless you can prove that the damage resulted from an act or omission of

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us or our agent done with intent to cause damage or recklessly with knowledge that damage would probably result and provided that you prove that our servants or agents were acting within the scope of their employment.

13.6. General

- 13.6.1. We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.
- 13.6.2. Except where other specific provision is made in these Conditions of Carriage, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.
- 13.6.3. We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.
- 13.6.4. The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, Employees, representatives and persons shall not exceed the amount of our own liability, if any.
- 13.6.5. Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.
- 13.6.6. If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

14. Special Agreement relating to the Warsaw Convention and the United States of America**14.1. The Warsaw Convention and the United States of America**

With respect to carriage to, from or with an agreed stopping place in the United States of America and where the carriage is subject to the Warsaw Convention the following shall apply:

- 14.1.1. We shall avail ourselves of the limitation of liability provided in the Warsaw Convention or provided in the said convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of the said Convention, or said Convention as amended by said Protocol, Air Tanker Services Limited agrees that, as to all international transportation by us as defined in the said Convention, or said Convention as amended by said Protocol, which according to the contract of carriage, includes a point in the United States of America as a point of origin, a point of destination or an agreed stopping place:

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- 14.1.2. the limit of liability for each Passenger for death, wounding or other bodily injury shall be the sum of US\$75,000 inclusive of legal fees and costs, except that, in the case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- 14.1.3. we shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a Passenger, avail ourselves of any defence under Article 20(1) of the said Convention, or said Convention as amended by said Protocol.
- 14.1.4. Nothing herein shall be deemed to affect our rights and liabilities with regard to any claim brought by, on behalf of, or in respect of, any person who has wilfully caused Damage which resulted in death, wounding or other bodily injury of a Passenger.

15. Time Limitation on Claims and Actions**15.1. Notice of Claims**

- 15.1.1. Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.
- 15.1.2. 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 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.

15.2. Limitation of Actions

- 15.2.1. Any right to Damages 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.

16. Other Conditions**16.1. Face Masks (Where applicable)**

- 16.1.1. You are required to wear an appropriate face mask in the airport, when boarding and whilst on-board the aircraft (where applicable). An appropriate face mask is one that covers the nose, mouth and chin, can be independently fastened behind the head or by ear loops and is acceptable to the airline. Face shields alone will not be sufficient.

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16.1.2. Face masks must be worn through the duration of the flight (where applicable) unless one of the exceptions set out below applies. You are not required to wear a face mask on your flight:

- if you are a child aged 6 or under;
- you are unable to put on, wear or remove a face mask due to a physical or mental illness, impairment or disability;
- putting on, wearing or removing a face mask will cause severe distress;
- you are travelling with or providing assistance to another passenger who relies on lip reading to communicate;
- if not doing so avoids harm or injury, or the risk of harm or injury, to yourself or others;
- to eat or drink (where you need to); where face masks are removed to eat or drink these must be replaced as soon as the activity is complete.
- to take medication;
- if a police officer or other official asks you to remove your face mask;

16.1.3. Face masks should be replaced every 4 hours. It is your responsibility to bring a sufficient number of face masks to protect you for the duration of your time at the airport, whilst on-board your flight (inbound and outbound) and whilst in destination where required.

16.1.4. It is your responsibility to check any requirements of the country of your destination as to the wearing of face masks

16.2. Other

16.2.1. Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions that may apply to or may have been adopted by us. These regulations and conditions as varied from time to time may concern matters such as the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices and items, and the on board consumption of alcoholic beverages.

16.2.2. Any applicable regulations and conditions concerning these matters are available from us upon request.

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To be eligible for any of the rights listed above, passengers must have a confirmed reservation on the flight and be in possession of a paper ticket or e-ticket itinerary receipt.

In addition, passengers' rights in respect of a delay only arise if they have presented themselves for check-in in good time.

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Please contact us if you require any further information on the limits applicable to your journey.

In the event that your complaint is still not answered to your satisfaction, you can write to the Civil Aviation Authority:

CAA House
45-59 Kingsway
London
WC2B 6TE
United Kingdom