

1 INTERPRETATION

1.1. The definitions and rules of interpretation in this article apply in these conditions:

Authorised Agent: A sales agent appointed by the Carrier to represent the Carrier and sell air transportation on the Carrier's behalf.

Airline Designator Code: The three letter code (IOS) which identifies Isles of Scilly Skybus Limited as the air carrier.

Assistance Dogs: A dog that has been specifically trained to assist a disabled person and that meets the accredited membership criteria of Assistance Dogs International/Assistance Dogs International Europe or such bodies as may from time to time be recognised.

Baggage: The personal property of a Passenger accompanying the Passenger in connection with a flight. Unless otherwise specified, it shall include both Checked and Unchecked Baggage.

Baggage Identification Tag: The baggage tag issued solely for identification of the Passenger's Checked Baggage.

Boarding Pass: The document entitled "Boarding Pass" issued by the Carrier and provided to the Passenger at the relevant airport.

Booking Form: The relevant booking form setting out the Passenger's request for Carriage.

Carriage: The carriage of a Passenger and/or Baggage by air.

Carrier: Isles of Scilly Skybus Limited (1802523) whose registered office is at Steamship House, Quay Street, Penzance, Cornwall TR18 4BZ.

Checked Baggage: The Baggage which the Carrier takes sole custody and for which the Carrier has issued a Baggage Identification Tag.

Contract: Any contract between the Carrier and the Passenger for Carriage, incorporating these conditions.

Convention: Whichever of the following:

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below 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);

The Guadalajara Supplementary Convention (1961);

The Montreal Convention (1999).

Flight Coupon: That portion of the Travel Pass that indicates particular places between which the flight coupon is good for Carriage.

Guide Dogs: A dog trained to provide mobility assistance to a blind or partially sighted person and has been trained by an individual or organisation that is accepted by and affiliated to the International Guide Dog Federation.

Passenger: Any person who has been issued with a Travel Pass who is carried, or is to be carried, on an aircraft, except members of the crew.

SDR: A Special Drawing Right as defined by the International Monetary Fund. Special Drawing Rights are a financing instrument created by the International Monetary Fund in 1969 in order to supplement its member countries' official reserves. The value is based on a basket of four key currencies and Special Drawing Rights can be exchanged for freely useable currencies.

The equivalent value of Special Drawing Rights in Euros can be found at http://www.imf.org/external/np/fin/data/rms_v.asp.

Tariff: The published fares and charges from time to time of the Carrier.

Ticket/Travel Pass: The document issued by the Carrier to the Passenger entitled "Ticket for Travel" in either electronic or paper form which sets out the details of the Contract, includes the booking reference number, Flight Coupon and incorporates these conditions.

Unchecked Baggage: Any Baggage which is not Checked Baggage.

Valid Identification: A valid passport, a valid photographic driving licence, a valid citizen card, a valid council issued bus pass, a valid government, armed forces or police issued identity card, a valid credit card or a valid signed debit card. If the Passenger is a child below the age of 16 years, they may travel without photographic identification provided that they are travelling with an accompanying adult.

2 APPLICATION OF TERMS

GENERAL

2.1 These conditions are the Conditions of Carriage referred to in the Travel Pass. The Contract shall be on these conditions to the exclusion of all other terms and conditions.

2.2 Passengers accept that these conditions apply to both themselves and all other persons on whose behalf a booking is made. If Passengers submit Booking Forms on behalf of other Passengers, they confirm that they have the necessary authority to make such bookings and enter a legally binding contract on the other Passenger's behalf. Passengers who submit Booking Forms on behalf of other Passengers shall be liable for all the acts or omissions of the other Passenger.

2.3 The Passenger acknowledges that it has not

relied on any statement, promise or representation made or given by or on behalf of the Carrier which is not set out in the Contract. Nothing in this condition shall exclude or limit the Carrier's liability for fraudulent misrepresentation.

2.4 The Passenger's booking request or submission of a Booking Form shall be deemed to be an offer subject to these conditions. The Passenger shall ensure that the details in the Booking Form are complete and accurate in all material respects.

2.5 A binding contract shall not come into existence between the Passenger and the Carrier until the Carrier has issued a Travel Pass. Gratuitous Carriage

2.6 With respect to gratuitous Carriage, the Carrier reserves the right to exclude the application of all or any part of the Tariff. Tariffs subject to change

2.7 Tariffs may change from time to time, but changes will not affect any booking request or submitted Booking Form which the Carrier has confirmed by the issue of a Travel Pass. The Tariffs applicable to the Contract are those in force at the date on which the Travel Pass is issued.

2.8 With respect to gratuitous Carriage, the Carrier reserves the right to exclude the application of all or any part of the Tariff. Tariffs subject to change

2.9 If any provisions of these conditions are invalid under any applicable law, the other provisions will remain valid to the extent that the remaining provisions are capable of standing without the provision ruled invalid.

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3.13 The Flight Coupon set out in the Travel Pass will be accepted on the date and flight for which Carriage has been reserved.

3.14 If Passengers fail to check-in or board a flight without providing advance written notice to the Carrier, the Carrier may cancel the return or onward reservation.

NAME AND ADDRESS OF THE CARRIER

3.15 The Carrier's name may be abbreviated in the Travel Pass or the Airline Designator Code.

Our address is Steamship House, Quay Street, Penzance, Cornwall TR18 4BZ.

4 FARES, CHARGES AND ROUTINGS

GENERAL

4.1 Fares apply only for Carriage from the airport at the point of origin to the airport at the point of destination. Subject to article 12, fares do not include ground transport service between airports and between airports and town centres.

ROUTING

4.2 Fares apply in either direction and only to routings specified in connection with such fares. If there is more than one routing at the same fare, the Passenger prior to issue of the Travel Pass, may specify the routing; if no routing is specified the Carrier may determine the routing.

CURRENCY

4.3 Subject to applicable law, fares and charges are payable in pounds sterling, or any other currency agreed in writing by the Carrier. Taxes, Fees and Charges

4.4 Passengers are required to pay any applicable taxes, fees and charges imposed by government, other authority or the operator of an airport.

Passengers will be advised verbally of the applicable taxes, fees and charges not included in the fare at the time the Passenger purchased his Travel Pass and these may be shown separately on the Travel Pass.

4.5 The applicable taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the Travel Pass is issued. If there is an increase in any of the applicable taxes, fees and charges shown on the Travel Pass, or new applicable taxes, fees and charges are imposed, even after the Travel Pass is issued, the Passenger will be obliged to pay it. Similarly, in the event any applicable taxes, fees and charges paid by the Passenger to the Carrier at the time the Travel Pass is issued are abolished or reduced so that they no longer apply, or a lesser amount is due, the Passenger will be entitled to claim a refund from the Carrier.

4.6 If the Passenger does not use his Travel Pass or any part of it, he is entitled to claim a refund of any applicable taxes, fees and charges relating to the unused part, less a reasonable service charge.

4.7 Payment: Full payment is required at the time of booking. All bookings made by credit cards are subject to a £1.95 handling fee. There is no charge for debit card transactions.

PAYMENT OF FARES AND CHARGES

4.8 The Carrier shall not be obliged to carry, and may refuse onward Carriage of a Passenger or his Baggage, if the applicable fare or any taxes, fees or charges payable have not been paid.

PASSENGER AMENDMENTS AND CANCELLATIONS

4.9 Flight dates, times and routes may be changed by Passengers, subject to the payment of an amendment fee of £10 per route/person. Such flight changes can be made up to 24 hours prior to the scheduled departure time by notifying the Carrier in writing, by telephone or at one of the Carrier's travel centres. The amendment fee does not cover any amendment that might be required in respect of any ground transfer services.

4.10 Passengers may cancel a flight reservation providing that prior written notice is provided to the Carrier. If a Passenger wishes to cancel a flight, refunds will be calculated in accordance with the following:

(a) If written notice to cancel a flight is provided within 0 to 2 days before the scheduled departure time, no refund will be payable to the Passenger;

(b) If written notice to cancel a flight is provided within 3 to 14 days before the scheduled departure time, 50% of the fare will be refunded to the Passenger;

(c) If written notice to cancel a flight is provided more than 14 days before the scheduled departure time, 100% of the fare will be refunded subject to the deduction of a £10 administration fee per route/ per person.

4.11 The refund due to the Passenger (as calculated in accordance with clause 4.9 above) will be paid in pounds sterling. Credit/debit card fees, taxes and charges imposed directly on the Carrier are not refundable. The Carrier will also not be required to refund any fare paid in respect of ground transfer services.

5 RESERVATIONS

RESERVATION REQUIREMENTS

5.1 A reservation on a flight shall not be effective and binding on the Carrier unless:

(a) A Travel Pass for that flight has been duly issued to the Passenger by the Carrier or its Authorised Agents; or

(b) The Passenger has paid the fare for the flight within any time limits prescribed by the Carrier.

A reservation that does not comply with one or other of these requirements may be cancelled by the Carrier at any time without notice.

5.2 A reservation will be confirmed by the Carrier on issuing Passengers with a Travel Pass.

NO PARTICULAR SEAT GUARANTEED

5.3 The Carrier does not undertake to provide any particular seat in the aircraft. The Passenger agrees to accept any seat that may be allotted to him on the flight for which his Travel Pass has been issued.

CANCELLATION OF ONWARD RESERVATIONS MADE BY THE CARRIER

5.4 If a Passenger fails to check-in and occupy space that has been reserved for him on a flight, the Carrier shall be entitled to cancel or to request cancellation of any onward or return reservations.

6 CHECK-IN AND BOARDING

CHECK-IN DEADLINES

6.1 Unless otherwise notified to the Passenger in writing by the Carrier, the Passenger shall arrive at the Carrier's check-in desk at the airport one (1) hour before the scheduled flight departure time.

6.2 The Carrier reserves the right to cancel a reservation if the Passenger does not comply with the check-in requirements set out at article 6.1.

6.3 The Passenger must arrive at the boarding gate no later than the time specified by the Carrier. The Carrier may cancel a reservation if the Passenger fails to arrive at the boarding gate at the specified time.

6.4 The Carrier shall not be liable to the Passenger for any losses or expenses incurred due to the Passenger's failure to comply with this article 6.

7 REFUSAL OF CARRIAGE

RIGHT TO REFUSE CARRIAGE

7.1 The Carrier may refuse Carriage of a Passenger or his Baggage if it notifies the Passenger in writing that it shall not carry such Passenger on its flights.

7.2 The Carrier may also refuse Carriage or onward Carriage, or may cancel the reservation of any Passenger and his Baggage when, in the Carrier's reasonable opinion, it decides:

(a) That such action is necessary for reasons of safety, health or would affect the comfort of other Passengers or crew;

(b) That such action is necessary to comply with applicable laws, regulations, or orders of any state or country to be flown from, into or over;

(c) That the mental or physical state of the Passenger, including effects caused by alcohol or drugs, is such as to involve any hazard or risk to himself or to other Passengers, crew or property;

(d) That the conduct of the Passenger is such as to require special assistance of the Carrier or cause discomfort or make himself objectionable to other Passengers;

(e) That the Passenger has used, or is in possession of, illegal drugs;

(f) The Passenger has refused to submit himself or his Baggage to required security checks or provide information that is requested by a government authority;

(g) The Passenger has not paid the applicable fare, taxes, fees or charges;

(h) The Passenger does not have Valid Identification;

(i) The Passenger is attempting to enter a destination for which he does not have valid travel documentation;

(j) The Passenger has destroyed, lost or damaged his travel documents during the flight or failed to present the travel documents when requested by the Carrier;

(k) The Passenger presents a Travel Pass that has not been issued to him by the Carrier or its Authorised Agents, has been reported as lost or stolen, is fraudulent or has been acquired unlawfully;

(l) The Passenger has not complied with the requirements relating to coupon sequence and use or presents a Travel Pass that has been damaged or altered;

(m) The Passenger fails to comply with the Carrier's requirements relating to safety and security;

(n) The Passenger fails to allow the Carrier to copy his travel documents when requested;

(o) The Passenger has failed to complete the check-in and boarding procedures in accordance with article 6 or any other instructions of the Carrier; or

(p) The Passenger has previously committed any act or omission in contravention of this article 7.2.

Recourse when carriage is refused

7.3 If any Passenger is refused Carriage for any of the reasons set out at article 7.2, The Carrier may cancel the remaining part of that Passenger's Travel Pass. The Passenger will not be entitled to further Carriage or any refund in respect of the Travel Pass and the Carrier will not be liable for any indirect or consequential losses (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of goodwill or wasted office time) or damage due to any such refusal.

WEIGHT OR SEATING LIMITATION

7.4 If the aircraft's weight limitations or seating capacity would otherwise be exceeded, the Carrier shall decide in its reasonable discretion which Passengers or Baggage shall not be carried.

MINORS

7.5 The Carrier does not accept the Carriage of unaccompanied minors who are below the age of 8 years old. Minors below the age of 8 years must be

accompanied by a Passenger above the age of 16 years who will take full responsibility for the minor. Minors between the ages of 8 years and 11 years must carry a young flyer declaration form, available from the Carrier on request, completed by a parent or guardian.

PREGNANT WOMEN

7.6 The Carrier will accept the Carriage of pregnant women who are less than 28 weeks pregnant at the time of the scheduled return flight.

7.7 The Carrier may accept the Carriage of pregnant women who are between 28 weeks and 36 weeks pregnant at the time of the scheduled return flight, provided that a valid doctor's or midwife's certificate is issued.

7.8 The Carrier will not accept the Carriage of pregnant women who are over 36 weeks pregnant at the time of the scheduled departure date.

Disabled persons and persons with reduced mobility

7.9 Due to the size of the aircraft operated by the Carrier, the Carrier may be unable to provide Carriage to disabled persons or persons with reduced mobility. Passengers will be required to board the aircraft by walking up steps and must notify the Carrier if they are unable to do so.

7.10 Passengers with disabilities or reduced mobility must inform the Carrier at the time of submitting the Booking Form of their requirements and if the Carrier is able to meet such requirements it will issue a Travel Pass.

7.11 If the Carrier issues a Travel Pass to a Passenger who is disabled or has reduced mobility, it may require that such Passenger travel with another Passenger that is able to give the assistance required for such Passenger.

7.12 The Carrier may refuse the Carriage of electric wheelchairs due to the size of the aircraft and Passengers are required to notify the Carrier at the time of submitting the Booking Form if such a wheelchair will accompany the Passenger. For the avoidance of doubt, the Carrier will never be able to accept the Carriage of electronic mobility scooters due to the size of the aircraft.

8 CONDUCT ON AIRCRAFT

8.1 In the Carrier's reasonable opinion, the Passenger conducts himself on the aircraft so as actually or potentially to endanger the aircraft or any person or property on board, or fail to comply with the instructions of the pilot or crew, the Carrier may take such measures as it deems necessary to prevent the continuation of such conduct. The Passenger may be removed from the aircraft and refused onward Carriage at any point and may be prosecuted for any offences committed.

8.2 In the event that the Carrier diverts the aircraft due to the Passengers conduct as identified at article 8.1, the Passenger shall pay all costs associated with such diversion.

9 BAGGAGE

articles for Carriage it may require them to be delivered to and remain in its custody until the Passenger's arrival at the airport building at the place of destination.

9.7 For safety reasons, the Carrier may prohibit the Passenger's use of electronic equipment (such as mobile telephones, pagers, laptop computers, portable recorders, CD players, electronic games or transmitting devices) during the Carriage. If such equipment exceeds the size limitations for Unchecked Baggage as set out at article 9.2, the equipment must be checked-in as Checked Baggage. For the avoidance of doubt, the operation of hearing aids and pacemakers is permitted during flights.

RIGHT TO REFUSE CARRIAGE OF BAGGAGE

9.8 The Carrier will refuse Carriage as Baggage of any articles described in article 9.5 and may refuse further Carriage of any Baggage containing such articles on discovering that it consists of or includes any such articles.

9.9 The Carrier reserves the right to refuse the Carriage of any other articles which it reasonably believes to be unsuitable or dangerous.

9.10 If any articles identified in article 9.5 are included in a Passenger's Baggage, the Carrier shall not be liable for any loss or damage to such Baggage. Right of search

9.11 The Carrier may request that the Passenger allow a search be made of his person and Baggage, and the Carrier may search the Passenger's Baggage in his absence if the Passenger is not available for such permission to be sought, for the purposes of determining whether he is in possession of or whether his Baggage contains any articles described in article 9.5 above or any firearms or ammonitions which have not been presented to the Carrier in accordance with article 9.6. If the Passenger is unwilling to comply with such a request the Carrier may refuse to carry the Passenger or his Baggage and in that event the Carrier shall be under no liability to the Passenger except to refund to him in accordance with the provisions of article 11.5.

CHECKED BAGGAGE

9.12 Upon delivery to the Carrier of Baggage to be checked-in, the Carrier shall take custody of such Baggage. Baggage Identification Tags may be issued by the Carrier for identification purposes only.

9.13 The Carrier may refuse to accept Baggage as Checked Baggage unless, in the Carrier's reasonable opinion, it is considered to be properly packed in a suitable container or other similar containers to ensure safe Carriage with ordinary care in handling.

9.14 Checked Baggage will be carried on the same flight as the Passenger unless the Carrier decides that this is impracticable, unsafe, unsecure or for operational reasons in which case the Carrier will carry the Checked Baggage on the Carrier's next preceding or subsequent flight on which baggage space is available.

COLLECTION AND DELIVERY OF BAGGAGE

9.15 The Passenger shall collect Checked Baggage as soon as it is available for collection at places of destination set out on the Travel Pass.

9.16 The Carrier shall deliver Checked Baggage to the destination upon payment of all unpaid sums due to the Carrier under the Contract. The Carrier is under no obligation to ascertain that the Passenger is entitled delivery of the Checked Baggage and the Carrier is not liable for any loss, damage, or expense arising out of or in connection with its failure so to ascertain. Delivery of the Checked Baggage will be made at the destination shown on the Travel Pass.

9.17 Acceptance of Checked Baggage by the Passenger without written complaint at the time of delivery is prima facie evidence that the Checked Baggage has been delivered in good condition and in accordance with the Contract.

9.18 The Carrier may only deliver the Checked Baggage to a Passenger on condition that he establishes to the Carrier's satisfaction he is entitled to such Checked Baggage, and if required by the Carrier, such person shall supply to the Carrier sufficient evidence to establish his rights to the Checked Baggage. Unclaimed baggage

9.19 If Passenger's fail to collect Checked Baggage within a reasonable time the Carrier may charge the Passenger a storage fee.

9.20 In the event that the Passenger does not collect the Checked Baggage within one (1) month of it being made available, title in such Checked Baggage shall be deemed to pass to the Carrier who may make such arrangements for the disposal of the Checked Baggage without any liability to the Passenger.

PETS AND GUIDE DOGS

9.21 Subject to the Carrier's agreement, dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates issued by a vet, entry permits and other documents required by countries of entry or transit may be accepted for Carriage between Land's End Airport and St Mary's Airport on payment of the relevant fare. Passengers must notify the Carrier, at the time he requests a booking or submits the Booking Form, that he would like to transport dogs, cats, household birds or other pets.

9.22 The weight of accompanied pets including the weight of containers and food carried shall not be included in the free Baggage allowance of the Passenger.

9.23 Subject to availability, Guide Dogs and Assistance Dogs together with containers and food will be carried free of charge (in addition to the normal free Baggage allowance) on the floor of the aircraft at the feet of the Passenger. If a Passenger wishes to travel with a Guide Dog or Assistance Dog, they must notify the Carrier at the time of requesting a booking or submitting a Booking Form.

9.24 The Carrier reserves the right, at its absolute discretion, to refuse to carry any animals. All Carriage of animals is in accordance with the IATA Live Animal Regulations.

9.25 Acceptance for Carriage of pets, Guide Dogs or Assistance Dogs is subject to the condition that the Passenger assumes full responsibility for such pet or dog. The Carrier shall not be liable for injury to or loss, delay, sickness or death of any such pet or dog, unless caused by the Carrier's negligence. The Carrier shall not be liable for animals not having the requisite exit, entry, health and other documents with respect to the animal's entry or travel through any country, state or territory and the person transporting the animal shall indemnify the Carrier for any fines, costs, losses or liabilities incurred as a result.

REMOVAL OF ARTICLES

9.26 The Carrier is not responsible for, nor shall have any liability in respect of, any articles that are removed from Baggage by airport security staff operating in any airport.

HUMAN REMAINS

9.27 The Carriage of human remains is only permitted in the event that the Passenger obtains the Carrier's prior written consent and the remains are packed in a secure container.

9.28 A copy of the death certificate and cremation certificate should accompany the remains. The Carrier's staff must be informed that the Baggage contains human remains on check-in.

10 SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS

SCHEDULES

10.1 The Carrier undertakes to use reasonable endeavours to carry the Passenger and his Baggage on the flight time shown in the Travel Pass.

Times shown in the Travel Pass, timetables or elsewhere are not guaranteed and do not form part of the Contract and the Carrier assumes no responsibility for making connections.

10.2 The scheduled flight time will be shown in the Travel Pass. The Carrier may need to change the scheduled flight time after it has issued a Travel Pass. If the Passenger has provided the Carrier with contact details, the Carrier will endeavour to notify the Passenger of changes by such means. In situations not covered by article 10.6 below, if the Carrier makes significant changes to the scheduled departure time and these are unacceptable to the Passenger and the Carrier is unable to book the Passenger on an alternative flight which is acceptable to the Passenger, then the Passenger will be entitled to a refund in accordance with article 11.5.

10.3 The Carrier will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of the Carrier as to the dates or times of departure or arrival or as to the operation of any flight.

10.4 The Carrier will use reasonable endeavours to avoid any delay in carrying the Passenger and his Baggage.

CANCELLATION

10.5 The Carrier will take all reasonable endeavours to prevent cancellation of a flight.

10.6 In accordance with Regulation (EC) No 261/2004, if the Carrier cancels a flight it will provide compensation and assistance to the Passengers affected.

10.7 If a flight is cancelled or delayed for at least two hours, Passengers can obtain further information regarding their rights (in relation to compensation and assistance) by asking at the Carrier's check-in desk.

10.8 If a flight is cancelled or delayed due to bad weather, the Carrier shall not be required to pay the Passenger compensation.

DENIED BOARDING

10.9 If the Carrier is unable to provide Carriage to Passengers in accordance with the Travel Pass, the Carrier will ask firstly for volunteers to give up their reservation. If Passenger's volunteer, they will be assisted in accordance with applicable law (refunded in accordance with article 11.5 or re-routed). If an insufficient number of Passenger's volunteer, then the Carrier may deny boarding to certain Passengers and those Passengers will be offered compensation and assistance.

11 REFUNDS

PERSON TO WHOM REFUND WILL BE MADE

11.1 The Carrier shall refund a Travel Pass or any unused portion, in accordance with the applicable Tariff, either to the Passenger named on the Travel Pass or to the person who has paid for the Travel Pass (on providing proof of payment).

11.2 If at the request of the person paying for a Travel Pass, being a person other than the Passenger named in the Travel Pass, the Carrier has indicated on the Travel Pass at the time of issue that there is a restriction on refund, the Carrier shall make refund only to the person paying for the Travel Pass.

11.3 Except in the case of lost Travel Passes, refunds will only be made on production to the Carrier of the Travel Pass.

11.4 A refund made to a person in accordance with this article 11 shall discharge the Carrier from liability to refund and no other person shall be entitled to claim a further refund.

INVOLUNTARY REFUNDS

11.5 If the Carrier cancels a flight, fails to operate a flight reasonably in accordance to schedule or fails to stop at the destination, the amount of the refund shall be:

(a) If no part of the Travel Pass has been used, an amount equal to the fare paid including taxes,

fees and charges; or

(b) If part of the Travel Pass has been used, not less than the difference between the fare paid and the fare due for the part of the Carriage that has been used, less any reasonable services charges or cancellation fares. Voluntary Refunds

11.6 In cases other than those set out article 11.5, the amount of the refund shall be:

(a) If no part of the Travel Pass has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees; or

(b) If part of the Travel Pass has been used, the difference between the fare paid and the fare due for the part of the Carriage that has been used, less any reasonable services charges or cancellation fares.

REFUND ON LOST TRAVEL PASS

11.7 If a Travel Pass or portion of it is lost, refund will be made on proof of loss satisfactory to the Carrier and payment of a reasonable administration charge, provided that the lost Travel Pass or portion of it has not been used or previously refunded or replaced, and provided further that the person to whom the refund is made undertakes (in such form as may be prescribed by the Carrier) to repay to the Carrier the amount refunded in the event and to the extent that the lost Travel Pass or portion of it is used by any person.

11.8 If the Carrier or its Authorised Agent loses a Travel Pass or a part of it, the Carrier will be responsible for the loss.

RIGHT TO REFUSE REFUND

11.9 The Carrier may refuse refund when the application is made after the expiry of the validity of the Travel Pass.

11.10 The Carrier may refuse refund on a Travel Pass which has been presented to the Carrier or to government officials of a country as evidence of intention to depart therefrom, unless the Passenger establishes to the Carrier's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or another means of transport.

CURRENCY

11.11 Refunds will be made in pounds sterling. By whom the Travel Pass is refundable.

11.12 Refund will be made by the Carrier which originally issued the Travel Pass. When a Travel Pass is issued by an Authorised Agent of the Carrier such agent may make refund to the Passenger on behalf of the Carrier in accordance with these conditions.

12 GROUND TRANSFER SERVICE

GENERAL

12.1 The Carrier operates a ground transfer service between Land's End Airport and town centres subject to the payment of the relevant fare. Such services will be identified on the Travel Pass.

12.2 The Carrier does not maintain, operate or provide any other ground transfer services between other airports and town centres. However, the Carrier may make arrangements for Passengers with third parties to provide such services and the Carrier may take payment for those services and identify such services on the Travel Pass. The Carrier will be the Passenger's agent in respect of such services and the terms and conditions of the third party services provider will apply. The Carrier is not liable for the acts or omissions of the operator of such ground transport services.

13 ADMINISTRATIVE FORMALITIES

GENERAL

13.1 The Passenger shall comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with the Carrier's rules and instructions. The Passenger is also responsible for obtaining all required travel documentation and visas. The Carrier shall not be liable for any information given by any agent or employee of the Carrier to any Passenger in connection with obtaining necessary documentation, visas or complying with such laws, regulations, orders, demands and requirements whether given in writing or otherwise, or for the consequence to any Passenger resulting from his failure to obtain such document or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

TRAVEL DOCUMENTS

13.2 The Passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned and permit the Carrier to take copies of the same. The Carrier reserves the right to refuse Carriage of any Passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents are not complete. The Carrier is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with the requirements of this article.

REFUSAL OF ENTRY

13.3 Subject to applicable laws and regulations, the Passenger agrees to pay the applicable fare whenever the Carrier, on government order, is required to return a Passenger to his point of origin or elsewhere owing to the Passenger's inadmissibility into a country, whether in transit or of destination. The fare collected for Carriage to the point of refusal of entry or deportation will not be refunded by the Carrier.

PASSENGER RESPONSIBLE FOR FINES ETC

13.4 If the Carrier is required to pay or deposit any fine or penalty to or incur any expenditure by reason of the Passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the Passenger shall on demand refund to the Carrier any amount so paid or deposited and any expenditure so

incurred.

CUSTOMS INSPECTION

13.5 If required, the Passenger shall attend inspection of his Baggage, checked by customs or other government officials. The Carrier is not liable to the Passenger for any loss or damage suffered by the Passenger in the course of this inspection or through failure to comply with this requirement.

13.6 The Passenger shall submit to any other security checks imposed by government, airport officials or by the Carrier.

14 LIABILITY FOR DAMAGE

14.1 In accordance with the EU Council Regulation 2027/97 (as amended by Regulation (EC) No 889/2002) on air carrier liability in the event of accidents, the following conditions apply:

(a) The liability of the Carrier for damages sustained in the event of death, wounding or any other bodily injury by a Passenger in the event of an accident shall not be subject to any financial limits, be it defined by law, convention or contract; and

(b) The obligation of insurance set out in Article 7 of Regulation (EEC) No 2407/92 shall be understood as requiring that the Carrier shall be insured up to the limit of liability set out in article 14.2 below and thereafter up to a reasonable level.

14.2 For any damages up to the sum of the equivalent of 113,100 SDR the Carrier has strict liability.

14.3 Not with standing the provisions of article 14.2, if the Carrier proves that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger, the Carrier may be exonerated wholly or partly from its liability in accordance with applicable law.

14.4 If the claim is in excess of 113,100 SDR, the Carrier may be exonerated if the Carrier can prove that it or its Authorised Agents took all necessary measure to avoid the damage or it was impossible to avoid.

14.5 The Carrier shall, without delay, and in any event not later than fifteen (15) days after the identity of the natural person entitled to compensation has been established make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.

14.6 Without prejudice to article 14.5 above, an advance payment shall not be less than the equivalent of 16,000 SDR per Passenger in the event of death.

14.7 An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of the Carrier's liability but is not returnable except in the cases prescribed in article 14.3 above, or in circumstances where it is subsequently proved that the person who received the advance payment caused or contributed to the damage by negligence or was not the person entitled to compensation.

14.8 To the extent not in conflict with the foregoing:

(a) The Carrier is not liable for any damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the Passenger to comply with the same;

(b) The Carrier's liability shall not exceed the amount of proved losses and costs. The Carrier shall furthermore not be liable for indirect or consequential damages (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of goodwill or wasted office time);

(c) The Carrier is not liable for damage caused by a Passenger's Baggage. Any Passenger whose Baggage causes damage to another Passenger's Baggage or the property of the Carrier shall indemnify the Carrier for all losses and expenses incurred by the Carrier as a result thereof;

(d) The Carrier is not liable for damage to fragile or perishable articles, money, jewellery, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents or samples which are included in the Passenger's Baggage, whether with or without the knowledge of the Carrier; or

(e) The Carrier is not responsible for any illness, injury or disability, including death, attributable to the Passenger's physical condition or the aggravation of such condition.

14.9 Any exclusion or limitation of liability of the Carrier shall apply to and be for the benefit of its Authorised Agents, servants or representatives of the Carrier and any person whose aircraft is used by the Carrier and any such persons, agents, servants and representatives. The aggregate amount recoverable from the Carrier and from such agents, servants, representatives and persons shall not exceed the amount of the Carrier's limit of liability.

14.10 Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability of the Carrier under the Convention or applicable law.

BAGGAGE

14.11 The Carrier will not be liable for damage to any Unchecked Baggage unless such damage is caused by the Carrier's negligence or fault. If there has been contributory negligence on the part of the Passenger, the Carrier's liability shall be subject to the applicable law relating to contributory negligence.

14.12 The Carrier's liability for damage to Baggage shall be limited as set out in the Convention, to a maximum of 1,131 SDR per Passenger unless otherwise stated by the Carrier, in which case the Carrier's liability shall be limited to such higher stated amount (subject to such higher amount being limited to the Passenger's actual interest in delivery at the destination), except in the event

of an act or omission carried out with the intent to cause damage or recklessly and with knowledge that damage may result,

14.13 Subject to articles 14.11 and 14.12, the Carrier shall not be liable to the Passenger for any damage caused to Baggage.

14.14 The Carrier shall have no liability for damage to unacceptable articles identified in article 9.5, including fragile or perishable items or items with a special value.

DELAY

14.15 The Carrier's liability for damage caused to Passengers by delay is limited by the Convention to 4,694 SDR per Passenger.

14.16 The Carrier's liability for damage caused by delay in the Carriage of Baggage is limited by the Convention to 1,131 SDR per Passenger.

14.17 The Carrier is not liable for damage to Passengers caused by delay if the Carrier can prove that the Carrier and its agents took all reasonable measures to avoid the damage or that it was impossible for the Carrier or its agents to take such measures.

15 TIME LIMITATION ON CLAIMS AND ACTIONS

NOTICE OF CLAIMS

15.1 No action shall lie in the case of damage to Checked Baggage unless the Passenger notifies the Carrier immediately on the discovery of the damage, and, at the latest, within seven (7) days from the date of receipt of the Checked Baggage. In the case of actions for delay to Checked Baggage, unless the complaint is made at the latest within twenty one (21) days from the date on which the Checked Baggage has been placed at his disposal. Every notification must be made in writing, within the time lines set out in this article and sent to the carrier at the address set out in these conditions.

LIMITATION OF ACTIONS

15.2 Any right to damages shall be extinguished if an action is not brought within two (2) years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the Carriage stopped. The law of the court where the case is heard shall determine the method of calculating the period of limitation.

16 OTHER CONDITIONS

Carriage of Passengers and Baggage is provided in accordance with other regulations and conditions applying to or adopted by the Carrier from time to time. These regulations and conditions may concern among other things: the Carriage of unaccompanied minors, pregnant women, Passengers with limited mobility and sick Passengers; restrictions on use of electronic devices and items; and the consumption of alcoholic beverages. A copy of any of these regulations and conditions are available from the Carrier upon request.

17 PERSONAL DATA

17.1 The Passenger shall provide personal data to the Carrier for the purpose of reserving a flight, purchasing a Travel Pass, communicating with the Passenger, accounting, billing, auditing (checking credit or other payment cards) administrative and legal purposes, statistical analysis, obtaining, developing and providing additional services, security, immigration, customs and entry procedures and making such information available to government officials. By providing its personal data, the Passenger consents the Carrier processing the personal data for these purposes and disclosing the personal data to the Carrier's Authorised Agents and other members of its group (which means the Carrier's subsidiaries, ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006).

17.2 The Carrier may contact existing Passengers by electronic means (e-mail or text) with information about flights and services similar to those which were the subject of a previous sale to the Passengers.

18 MODIFICATION AND WAIVER

No agent, employee or representative of the Carrier has authority to alter, modify or waive any provision of these conditions.

19 INTERPRETATION

19.1 Article headings are for ease of reference and shall not affect the interpretation of the Contract.

19.2 Reference to articles are references to articles in these conditions.

19.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

19.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

20 GOVERNING LAW AND JURISDICTION

20.1 Unless otherwise provided by the Convention or any other applicable law, government regulations, orders or requirements:

(a) These conditions and any Carriage the Carrier agrees to provide to the Passenger shall be governed by the laws of England and Wales; and

(b) Any dispute between the Carrier and the Passenger concerning or arising out of the Contract shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

Last updated: 11 December 2014