

## Background

These are the conditions on which the Carrier sells flights to Passengers (all as defined below) via its website, by email, by telephone or face to face at one of its travel centres. If a Passenger is a Travel Club Card holder, a patient being transported by the NHS or a shareholder of Isles of Scilly Steamship Company Limited separate conditions of carriage shall apply.

## 1 INTERPRETATION

1.1 The definitions and rules of interpretation in this article apply in these conditions (including the Background):

**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 by the Carrier.

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

**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 including the details provided by the Passenger or their authorised agent, setting out their request for Carriage, as recorded either in writing or via any relevant software in use.

**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 which shall be formed in accordance with article 2.5.

**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) as implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

**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\\_five.aspx](http://www.imf.org/external/np/fin/data/rms_five.aspx).

**Tariff:** fares and charges, published from time to time by the Carrier.

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

**Travel Club Card:** a card issued by the Carrier

to Passengers which entitles the Passenger to pay Travel Club Fares.

**Travel Club Fares:** the reduced fares and charges published from time to time by the Carrier for Passengers who hold a Travel Club Card.

**Unchecked Items:** Any items carried by the Passenger about their person which are 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. 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 they have 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 and a copy of these conditions.

### 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.

### OVERRIDING LAW

2.8 These conditions are applicable unless they are inconsistent with applicable law in which case such law shall prevail.

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.

### 3 TICKETS/TRAVEL PASS

3.1 The Travel Pass constitutes prima facie evidence of the Contract between the Carrier and the Passenger. The conditions contained in the Travel Pass are a summary of some of the provisions of these conditions.

3.2 Passengers shall not be entitled to be carried on a flight unless they present a Travel Pass, Valid Identification (identifying the Passenger as the named Passenger), Boarding Pass and any other relevant travel documentation.

3.4 Passengers shall take appropriate measures to safeguard their Travel Pass and ensure that it is not lost or stolen.

3.5 If a Travel Pass (or any part of it) becomes lost or damaged or if a Passenger fails to present a Travel Pass, the Carrier may replace the Travel Pass (or part of it) by issuing a new Travel Pass, if the Passenger:

(a) Provides evidence that they have been issued with a valid Travel Pass by the Carrier or an Authorised Agent; and

(b) Signs an agreement to reimburse the Carrier up to the value of the original Travel Pass, for the losses or expenses reasonably incurred by the Carrier or its Authorised Agent arising from the misuse of the Travel Pass unless such losses or expenses result from the Carrier's or its Authorised Agent's negligence.

3.6 A Travel Pass will be issued in the name of the Passenger identified on the Booking Form or booking request and is not transferable to any other person unless otherwise agreed in writing by the Carrier.

3.7 The Travel Pass is valid for travel on the

dates and times specified on the Travel Pass

### COUPON SEQUENCE AND PRODUCTION

3.8 The Travel Pass is only valid for the route shown on the Travel Pass. The fare paid by the Passenger is shown on the Travel Pass and is valid between the place of departure and arrival shown on the Travel Pass. The Carrier will honour Travel Passes only in sequence from the place of departure to the place of arrival as shown on the Travel Pass.

3.9 If Passengers wish to change any aspect of the route, they must contact the Carrier at the latest within forty-eight (48) hours of the scheduled departure date. The fare for the new route will be calculated in accordance with the Carrier's Tariff and the Passenger may choose whether to accept the new price or travel on the original route.

3.10 If Passengers change routes with the Carrier's approval, the Carrier will calculate the correct price for the route. The Passenger is responsible for paying the difference between the price paid and the actual price for the revised route. The Carrier may refund Passengers if the price is lower but otherwise the unused Flight Coupon shall have no value.

3.11 Some changes to flight routes will not result in a change of fare but others may result in such a change. Special fares may only be valid on the dates shown on the Travel Pass and may not be changed at all without the payment of an additional fee.

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

3.13 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

3.14 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 published 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 their 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. The Carrier shall endeavour to notify the Passenger in writing in the event that 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, or 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.

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

4.7 Full payment is required at the time of submitting the Booking Form unless otherwise agreed in writing by the Carrier.

### PAYMENT OF FARES AND CHARGES

4.8 The Carrier shall not be obliged to carry, and may refuse onward Carriage of a Passenger or their Baggage, if the applicable fare or any

taxes, fees or charges payable have not been paid.

## PASSENGER AMENDMENTS AND CANCELLATIONS

4.9 Any changes including but not limited to, flight dates, times, routes and Passenger names, may be changed by Passengers, subject to the payment of an amendment Fee, which will be subject to a maximum of £85 per Travel Pass per amendment and a minimum of £10 per Travel Pass per amendment. Such changes can be made up to 48 hours prior to the scheduled departure time by notifying the Carrier in writing, by telephone, via email or at one of the Carrier's travel centres.. In the event that:

(a) the notice to change the Travel Pass is provided more than 14 days before the first scheduled departure date set out on the Travel Pass, the amendment fee will be up to 10% of the total Tariff (excluding any sums paid for insurance) paid by the Passenger;

(b) the notice to change the Travel Pass is provided less than 14 days before the first scheduled departure date set out on the Travel Pass, the amendment fee will be up to 20% of the total Tariff (excluding any sums paid for insurance) paid by the Passenger. For the avoidance of doubt, no changes to the Travel Pass can be made if the notice is provided within 48 hours before the first scheduled departure date set out on the Travel Pass;

4.10 Passengers may cancel a Travel Pass provided that prior written notice is provided to the Carrier either in writing, via email, by telephone or at one of the Carrier's travel centres. If a Passenger wishes to cancel a Travel Pass, refunds will be calculated in accordance with the following:

(a) if notice to cancel a Travel Pass is provided within 0 to 2 days before the first scheduled flight set out on the Travel Pass, no refund will be payable to the Passenger;

(b) if notice to cancel a Travel Pass is provided within 3 to 14 days before the first scheduled flight set out on the Travel Pass, 50% of the total Tariff paid by the Passenger will be refunded to the Passenger;

(c) if notice to cancel a Travel Pass is provided more than 14 days before the first scheduled flight set out on the Travel Pass, 80% of the total Tariff paid by the Passenger will be refunded.

4.11 The refund due to the Passenger (as calculated in accordance with article 4.10 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 and the conditions.

### 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 their Travel Pass has been issued.

### CANCELLATION OF ONWARD RESERVATIONS MADE BY THE CARRIER

5.4 If a Passenger fails to check-in and occupy the space that has been reserved for them on a flight, the Carrier shall be entitled to cancel or to request cancellation of any onward or return reservations and no refunds shall be due to the Passenger.

### 6 CHECK-IN AND BOARDING CHECK-IN DEADLINES

6.1 Unless otherwise notified to the Passenger in writing (by post or email) 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. Check-in will close 30 minutes prior to the scheduled departure time. Passengers may not be accepted for travel after this period.

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 Carrier may cancel a reservation if the Passenger fails to arrive at the boarding gate when instructed by the Carrier.

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 their Baggage if it notifies the Passenger 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 their 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 their 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 they do not have valid travel documentation;

(j) The Passenger has destroyed, lost or damaged their 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 their 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.

(q) (where applicable) a valid Travel Club Card or Travel Club Card identification is not presented at check-in and the Passenger is unwilling to pay the difference in fares between the Travel Club Fares and standard Tariff, in which case they will be ineligible for a refund of the unused Flight Coupon.

**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. Completion of a young flyer declaration form does not guarantee that minors will be able to travel unaccompanied and Carriage may be denied at the sole discretion of the Carrier and the Carrier shall be under no liability to the Passenger other than to refund the Passenger in accordance with the provisions of article 11.5. Unaccompanied minors may only be accepted on routes between Newquay or Lands End. Youths aged 12 to 15 are able to travel unaccompanied at the parent or guardians request.

### 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 may accept the Carriage of pregnant women who are more than 37 weeks pregnant on certain routes, provided that the Carrier's consent is confirmed in writing and that the Carrier is supplied with a valid doctor's or midwife's certificate (which has been issued within 7 days of the scheduled departure date). The Carrier may also accept the Carriage of pregnant women who have reached their estimated delivery date on certain routes, provided that the Carrier's consent is confirmed in writing, the pregnant woman is accompanied by an escort and that the Carrier (and check in staff) is supplied with a valid doctor's or midwife's certificate (which has been issued within 24 hours 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.

**7.10** Passengers with disabilities or reduced mobility must inform the Carrier at the time of submitting the Booking Form of their requirements. The Passenger must inform the Carrier if they have any concerns that they will be unable to board the aircraft via steps. If the Carrier is able to meet such requirements it will issue a Travel Pass. A Passenger may also be asked to complete a mobility aid request form.

**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 accept the Carriage of electric wheelchairs or mobility scooters dependent on their size and battery types. Passengers are required to notify the Carrier at the time of submitting the Booking Form if such a wheelchair or mobility scooter will accompany the Passenger and must notify the Carrier if these details change prior to the scheduled departure date. The Carrier may decline the Carriage of certain types of electric wheelchair or mobility scooter where the size or battery type cannot be accommodated by aircraft of the type operated by the Carrier.

### 8 CONDUCT ON AIRCRAFT

**8.1** If in the Carrier's reasonable opinion, the Passenger conducts themselves 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

### CHECKED BAGGAGE ALLOWANCE

**9.1** Each Passenger may carry Checked Baggage free of charge, provided that such Checked Baggage:

- (a) Does not exceed 15 kg (33lbs); and
- (b) Is no larger than 20" x 12" x 30" (50 x 30 x 75cm).

### UNCHECKED ITEMS ALLOWANCE

**9.2** Due to the size of the Carrier's aircrafts, Unchecked Items is only acceptable if it is smaller than 30cmx 15 cm x15cms and weighs less than 3kg.

**9.3** Subject to article 9.5, Passengers may carry liquids provided that such liquids do not exceed 100mls.

### EXCESS BAGGAGE

**9.4** Passengers shall be required to pay a charge for Checked Baggage in excess of the free baggage allowance set out at article 9.1 ("Excess Checked Baggage"), at the Carrier's standard excess Checked Baggage rates in force from time to time, a copy of which are available on request. The Carrier does not guarantee that any Excess Checked Baggage will be carried on the same aircraft as the Passenger. The Carrier reserves the right to carry the Excess Checked Baggage by other modes of transport (e.g. by boat). The Carrier will notify the Passenger when and where the Excess Checked Baggage will be made available for collection.

### ARTICLES UNACCEPTABLE AS BAGGAGE

**9.5** The Passenger shall not include in their Baggage articles which are unacceptable to the Carrier. Information about unacceptable articles are available from the Carrier on request. Unacceptable articles include, but are not limited to, the following: (a) Articles which are likely to endanger the aircraft or persons or property on board the aircraft, including (but without limitation) explosives, compressed gases, corrosives, oxidising radio-active or magnetised materials, materials that are easily ignited, poisonous, offensive or irritating substances and liquids and other articles

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;

(b) Articles which are prohibited by applicable laws, regulations or orders of any state to be flown to or from;

(c) Articles which in the opinion of the Carrier are unsuitable for Carriage which are dangerous or unsafe by reason of their weight, size or character;

(d) Live animals, except that dogs, cats, household birds, and other pets will be accepted for Carriage subject to the provisions of articles 9.22, 9.23, 9.24, 9.25 and 9.26. Live animals are not included as part of the Checked Baggage allowance set out at article 9.1 or Unchecked Item Allowance set out at article 9.2 and will be charged at the Carriers designated rate; and

**9.6** If the Passenger is in possession of, or if their Baggage includes any firearms or ammunitions, they shall present them to the Carrier for inspection prior to commencement of Carriage and the Carrier may, at its sole and absolute discretion, decide to accept such articles as Checked Baggage. If the Carrier accepts such Conditions of carriage by air 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** The Passenger shall not include fragile or perishable articles, medication, expensive electronic equipment (such as mobile telephones, pagers, tablets, laptop computers, portable recorders, CD players, electronic games or transmitting devices), money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples in their Checked Baggage unless they are packed in suitable protective containers and marked as fragile. The Carrier reserves the right to refuse the Carriage of any such items which are not packed in suitable protective containers.

**9.8** 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. For the avoidance of doubt, the operation of hearing aids and pacemakers is permitted during flights

**RIGHT TO REFUSE CARRIAGE OF BAGGAGE**

**9.9** 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.

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

**9.11** 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

**9.12** The Carrier may request that the Passenger allow a search be made of their person and Baggage, and the Carrier may search the Passenger's Baggage in the Passenger's absence if the Passenger is not available for such permission to be sought, for the purposes of determining whether they are in possession of or whether their Baggage contains any articles described in article 9.5 above or any firearms or ammunitions 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 their Baggage and in that event the Carrier shall be under no liability to the Passenger except to refund to them in accordance with the provisions of article 11.5.

### CHECKED BAGGAGE

**9.13** 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.

**9.14** 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.

**9.15** Checked Baggage will be carried on the same flight as the Passenger unless the Carrier decides that this is impracticable, unsafe, insecure 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

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

**9.17** The Carrier shall only deliver Checked Baggage to the destination upon payment of all unpaid sums due to the Carrier under the Contract and provided that the condition at article 9.19 is satisfied. 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.

**9.18** 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.

**9.19** The Carrier may only deliver the Checked Baggage to a Passenger on the condition that they establish to the Carrier's satisfaction they are entitled to such Checked Baggage, and if required by the Carrier, such person shall supply to the Carrier sufficient evidence to establish their rights to the Checked Baggage.

### UNCLAIMED BAGGAGE

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

**9.21** 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

**9.22** 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 or Newquay Airport and St Mary's Airport on payment of the relevant fare. Passengers must notify the Carrier, at the time they request a booking or submit the Booking Form, that they would like to transport dogs, cats, household birds or other pets. If the Carrier agrees to the Carriage of a dog, the Passenger agrees to comply with the Carrier's dog owner requirements (reflecting the current CAA regulations) a copy of which is available on request or can be viewed at [www.islesofscilly-travel.co.uk/plan-your-trip/pets/](http://www.islesofscilly-travel.co.uk/plan-your-trip/pets/).

**9.23** The weight of accompanied pets including the weight of containers shall not be included in the free Baggage allowance of the Passenger.

**9.24** 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.

**9.25** 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.

**9.26** 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

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

### HUMAN REMAINS

**9.28** 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.

**9.29** 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 their 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 or any associated loss, expense or inconvenience.

**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 11.4.

**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.

#### **DELAYS**

**10.4** The Carrier will use reasonable endeavours to avoid any delay in carrying the Passenger and their 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. If a Passenger purchases a further Travel Pass or seeks carriage by an alternative mode of transport (e.g. by boat) following the cancellation of a flight, the Carrier shall not be required to provide a refund of any fare difference.

**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 11.4 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** 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**

**11.4** 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 changes; 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**

**11.5** In cases other than those set out article 11.4, 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 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**

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

**11.9** 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 they have permission to remain in the country or that they will depart from by another carrier or another means of transport.

##### **CURRENCY**

**11.10** Refunds will be made in pounds sterling. **11.11** 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 Penzance Railway Station (or such other locations as may be notified to the Passenger from time to time) 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 their 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 their 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 their 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** Notwithstanding 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; 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 of 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 Items 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.

###### **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. The Carrier will not be liable for fair wear and tear of Checked Baggage. In the case of actions for delay to Checked Baggage, the complaint must be made at the latest within twenty one (21) days from the date of receipt of the Checked Baggage. 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 acknowledges and agrees that their personal data will be processed in accordance with, and for the purposes set out in, the Carrier's Privacy Policy which can be accessed at [www.islesofscilly-travel.co.uk/privacy-and-cookie-policy](http://www.islesofscilly-travel.co.uk/privacy-and-cookie-policy) or a copy of which is available on request.

#### **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.

**19.4** 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: 2018