

AIR ADELPHI LIMITED

GENERAL CONDITIONS OF CARRIAGE

Article 1 – Definitions

Unless the text or context indicates otherwise, the expressions used herein have the following meaning:

"**WE**", "**OUR**", "**US**" means Air Adelphi Limited ("**Air Adelphi**").

"**YOU**", "**YOUR**", "**YOURSELF**" means any person, except members of the crew, whom we have agreed to carry on a flight based on a ticket.

"**TICKET**" shall be understood to include your e-ticket customer receipt and all documentation issued to you of which these conditions and the notices form part.

"**BAGGAGE**" means your personal property accompanying you in connection with your trip. Unless otherwise specified it consists of both your checked and unchecked baggage.

"**CHECKED BAGGAGE**" means baggage of which we take custody and for which we have issued a baggage receipt.

"**UNCHECKED BAGGAGE**" means any of your baggage other than checked baggage.

"**CARRIER**" means all air carriers that carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage.

"**FLIGHT COUPON**" means that portion of the ticket that indicates the particular places between which the passenger is entitled to be carried.

"**PASSENGER**" means any person holding a ticket who is carried, or is to be carried, on an aircraft with our consent, other than members of the crew.

"**CONVENTION**" means whichever of the following legal foundations is/are applicable:

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

Article 2 - Scope of application

2.1 General

Except as provided in Articles 2.2 and 2.3, these Conditions of Carriage apply to all flights, or flight segments, where Air Adelphi is the Carrier and/or its name or airline designator code is indicated on the ticket.

2.2 Overriding law

To the extent that any provision contained or referred to in these Conditions of Carriage is contrary to anything contained in the Convention where applicable and any applicable laws, tariffs on file, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision contained in these Conditions of Carriage.

2.3 Conditions prevail over regulations

Unless specifically stated otherwise herein, these Conditions of Carriage shall prevail over any other regulations of Air Adelphi governing the same subject.

Article 3 – Tickets

3.1 Ticket as condition of carriage

- 3.1.1 The ticket constitutes a contract for carriage between Air Adelphi and the passenger named on the ticket. We will provide carriage only to the passenger holding such ticket or holding, as proof of payment or part payment, any other document issued by us or our authorised agent.
- 3.1.2 The ticket is not transferable. If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Air Adelphi shall not be liable to the person so entitled if in good faith Air Adelphi provides carriage or makes a refund to the person presenting the ticket.

3.2 Period of validity

- 3.2.1 Unless otherwise stated on the ticket or in these Conditions of Carriage, a ticket is valid for travel for one (1) year from the date you first travelled using the ticket, as long as your first flight took place within one year of the ticket being issued. If the ticket is completely unused, it is valid for one year from the date of issue.
- 3.2.2 If you are prevented from travelling within the period of validity of the ticket because we:
- (i) cancel the flight on which you hold a reservation; or
 - (ii) omit a scheduled stop, being your place of departure, place of destination or a stopover; or
 - (iii) cause you to miss a connection booked with us; or
 - (iv) substitute a different class of services; or
 - (v) are unable to provide previously confirmed space,
- the validity of your ticket will be extended until our first flight on which space is available in the class of service for which the fare has been paid.
- 3.2.3 In the event of a passenger's death during the journey, the tickets of persons accompanying the passenger may be modified by waiving the minimum stay requirement or by extending the validity period of their tickets. In the event of death in the immediate family of a passenger who has commenced travel, the validity of this passenger's tickets and those of his or her immediate family who are accompanying the passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of death.

3.3 Coupon sequence and use

- 3.3.1 The ticket you have purchased is valid only for the transportation as shown on the ticket, from the place of departure through any agreed stopping places to the final destination. The fare you have paid is based on our tariff for the transportation shown on your ticket. Please note that if you do not fly a segment of your itinerary preceding your flight or you do not travel in the sequence provided in the ticket, the fare charged for that flight will be the fare for your actual transportation that would have been payable at the time of the original booking. If this fare is higher than the fare for the route indicated on your ticket, further carriage may be made subject to the payment of the difference between the fare you have already paid and the revised fare. A change in the place of departure or destination, the time of departure or other circumstances must be agreed with us.
- 3.3.2 Please note that if you do not show up for a flight and you do not notify us in advance, we may cancel any reservations you have for your return or onward flights. If you do notify us in advance, we will not cancel any subsequent flight reservations. However, you may incur costs as set forth in Article 3.3.1.
- 3.3.3 Each flight coupon will be accepted for carriage in the class of service, on the date and on the flight specified therein. When flight coupons are issued without a seat reservation, we will make the seat reservation subject to the applicable fare conditions and seat availability on the relevant flight.

3.4 Name and address

Our name may be abbreviated to our airline designator code, or otherwise in the ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "carrier" box in the ticket, or, in the case of an electronic ticket, the airport of departure indicated for the first flight segment in the itinerary that is operated by us.

Article 4 - fares, taxes, fees, charges

4.1 General

Unless expressly stated otherwise, fares cover carriage from the airport at the place of departure to the airport at the place of your final destination. fares do not include ground transportation between airports or between airports and city centres. Your fare is calculated in accordance with our tariff, which is applicable on the day you book your flight for the flight dates and itinerary shown on your ticket. Changes to your itinerary or the dates of travel may affect your fare.

4.2 Taxes, fees, charges

Applicable taxes, fees and charges levied by governments, other authorities or by the operator of an airport, shall be payable by you. When you purchase your ticket, you will be advised of any taxes, charges and fees not included in the fare, which will normally be shown separately on the ticket at the time you purchase your ticket. Taxes, fees and charges imposed on air travel change constantly and can be levied on your booking after the date the ticket has been issued. If any of these taxes, fees and charges change after you have purchased your ticket, you will be obliged to bear the additional cost. If any taxes, fees or charges are abolished, reduced or no longer levied on your booking, you will be entitled to claim a refund.

4.3 Currency

Taxes and charges are payable in the currency of the country in which the ticket is issued.

Article 5 - Reservations

5.1 Reservation requirements

5.1.1 Reservations are not confirmed until recorded as accepted by Air Adelphi or our authorised agent.

5.1.2 Each flight coupon will be accepted for carriage only in the class of travel specified therein on the date and on the flight for which there is a seat reservation. If you purchase a ticket without a seat reservation, you may reserve your seat later if a seat is still available on the requested flight.

5.1.3 Air Adelphi may limit or exclude your right to change or cancel reservations in accordance with our cancellation and change policy:

- 100% penalty if reservation(s) is cancelled with less than 48-hours' notice prior to travel.
- 50% penalty if reservation(s) is cancelled between three (3) to seven (7) days prior to travel.
- US\$25 penalty is applicable per change to reservation(s).
- Tickets are non-refundable and credit is available for a period of one year.
- Any reservation for no-show passengers is deemed cancelled/void and is non-refundable.
- Changes or cancellation of flights during peak periods will result in full penalty/full cost of the flights. Peak periods are 1 July through 31 August & 1 November through 30 April.

5.2 Time limits for payment

If you have not paid for the ticket prior to the specified ticketing time limit (as advised by us or our authorised agent, which issued the ticket), we may cancel your reservation.

5.3 Personal information

You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, the travel agency which issued the ticket, government agencies, other carriers or the providers of the above-mentioned services.

5.4 Seating

We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat, even if you can produce a confirmed seat reservation. We reserve the right to assign or reassign seats at any time, even after boarding the aircraft. This may be necessary for operational, safety or security reasons.

5.5 Cancellation of onward reservations

Please note that if you do not show up for a booked flight, and you do not notify us in advance, we may cancel your return or onward flight reservations.

5.6 Reconfirmation of reservations

- 5.6.1 You may be required to reconfirm onward or return reservations in accordance with and within certain time limits. If a reconfirmation is required and you fail to reconfirm, we may cancel your onward or return reservations.
- 5.6.2 You should check the reconfirmation requirements of any other carriers involved in your journey and where necessary, reconfirm with the carrier whose airline designator code appears on the ticket for the flight in question.
- 5.6.3 An administrative charge may be payable if you:
 - (i) fail to arrive at our check-in at the airport or other place of departure by the time we have specified (or if no time has been specified, you do not allow ample time to complete the immigration formalities and departure procedures) and as a result, you are unable to board the booked flight, or
 - (ii) you are improperly documented and not ready to travel and, as a result, you are forced to forfeit your seat, or
 - (iii) you fail to cancel your booking by the time stipulated by the carrier.

Article 6 - Check-in

- 6.1 Check-in deadlines vary from airport to airport. We advise you to inform yourself about check-in deadlines for your flights before you travel and honour them. We reserve the right to cancel your reservations, if you do not comply with the check-in deadlines indicated.
- 6.2 Same-day transit passengers require two (2) hours turnaround from Air Adelphi flights to international flights.
- 6.3 You must be present at the boarding gate no later than the time specified by us when you check in.
- 6.4 We may cancel your reservation, if you fail to meet our check-in deadlines, fail to arrive at the boarding gate in time or fail to present the necessary travel documents.
- 6.5 We will not be liable to you for any loss or expense incurred resulting solely from your failure to comply with provisions above.

Article 7 - Refusal and limitation of carriage

7.1 Right to refuse carriage

We shall be entitled to refuse to carry you or your baggage at our discretion, exercising all due care and diligence, if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In such cases, you will be entitled to a refund of the fare.

In addition, we may refuse to carry you or your baggage under the following circumstances:

- 7.1.1 such action is necessary to comply with any applicable laws, regulations or provisions of the country of departure, arrival or transit;
- 7.1.2 the carriage of you or your baggage may endanger the health and safety or materially affect the comfort of the other passengers or crew;
- 7.1.3 your mental or physical state, including any effects caused by the use of alcohol or drugs, possess a risk or danger to you, other passengers or the crew;
- 7.1.4 you have committed misconduct on a previous flight and there is a reason to believe that such conduct may be repeated;
- 7.1.5 you have refused to submit to a security check;

- 7.1.6 you have not paid the applicable fare, taxes, fees or charges;
- 7.1.7 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when requested to do so;
- 7.1.8 you present a ticket that has been acquired unlawfully, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the ticket;
- 7.1.9 you have failed to comply with the requirements set forth in Article 3.3 above concerning the coupon sequence and use, or you present a ticket which has not been issued by us or our authorised agent, or the ticket is seriously damaged;
- 7.1.10 you fail to observe our safety or security instructions;
- 7.1.11 you have behaved in a way mentioned here on or in connection with a previous flight;
- 7.1.12 you fail to observe the ban on smoking and the use of electronic equipment on board our aircraft.

7.2 Special assistance

Unaccompanied children, persons with disabilities, pregnant women, persons with illnesses or other people requiring special assistance can only be carried if such carriage has been agreed with us in advance.

Article 8 - Baggage

8.1 Baggage allowance

Our checked baggage allowance is one piece of checked baggage (up to 20 kilos).

Our unchecked baggage allowance is one item per passenger (up to 6 kilos), which should be able to fit under the seat in front of you on the aircraft.

8.2 Excess baggage

The carriage of baggage that exceeds the baggage allowances set out in Article 8.1 and the carriage of special baggage will incur a charge. These baggage charges are available upon request.

8.3 Items unacceptable as baggage

- 8.3.1 You may not include in your baggage:
 - (i) Items likely to put the aircraft or people or property on the board of the aircraft in danger. This includes the items listed in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air. This includes, in particular, explosives, compressed gases, oxidising, radioactive, corrosive or magnetising substances, highly flammable, toxic or aggressive substances and also all kinds of liquids (except for liquids carried in the hand luggage for use during the trip).
 - (ii) Items whose carriage is prohibited by the applicable laws and regulations of the country of departure, destination or transit.
 - (iii) Items which we may reasonably consider to be unsuitable for carriage because they are dangerous or unsafe, because they cannot be transported owing to their weight, size, shape or character, or because they are perishable or too fragile for the type of aircraft being operated.
- 8.3.2 Firearms and ammunition other than for hunting and sporting purposes may not be carried as baggage. Firearms and ammunition for hunting and sporting purposes may only be carried as checked baggage. Firearms must be unloaded with the safety catch on. The carriage of ammunition is subject to ICAO regulations.
- 8.3.3 Weapons such as antique firearms, swords, knives and similar objects may be accepted as checked baggage at our discretion but may not be taken on board the aircraft as unchecked baggage.
- 8.3.4 Individual lithium batteries or rechargeable lithium batteries (as used in electronic devices such as laptop computers, mobile phones, watches, cameras) may only be carried in unchecked baggage. A maximum of two single lithium batteries or rechargeable batteries with a watt-hour rating of up to 160Wh may be carried as spare batteries for electronic equipment. The

carriage of individual batteries or rechargeable batteries with a watt-hour rating between 100Wh and 160Wh requires the prior consent of the airline.

- 8.3.5 Air Adelphi shall not accept any liability for the loss or damage of items which you include in your baggage despite the restrictions laid down in Article 8.3.1, 8.3.2, 8.3.3 and 8.3.4.

8.4 Right to refuse carriage

- 8.4.1 Air Adelphi may refuse to carry any of the prohibited items listed in Article 8.3.
- 8.4.2 Air Adelphi may refuse to carry any item we deem unsuitable for carriage because of its size, shape, weight, content, for safety or security reasons, or because it could potentially affect the comfort of other passengers or crew.
- 8.4.3 Air Adelphi may refuse to carry baggage that has not been packed properly and securely in proper suitcases or other containers.

8.5 Right to search

For reasons of safety and security, we may request that you permit a search and scan of your person and/or your baggage as well as an x-ray of your baggage. Your baggage may also be searched and x-rayed in your absence. These activities are designed to determine whether your baggage contains any items listed in Article 8.3.1 or any firearms or ammunition, which we have not been declared as set out in Articles 8.3.2 or 8.3.3. If you are unwilling to comply with such a request, we may refuse to carry you or your baggage.

8.6 Checked baggage

- 8.6.1 Once you have handed over your baggage to us, we take custody of it. We will enter the relevant information in your ticket and provide you with a baggage receipt. If we issue a baggage identification tag in addition to the receipt, this helps merely to identify the baggage. Please note that checked baggage cannot be checked straight through to the final destination indicated on your ticket. For International connections passengers are required to collect their checked baggage and check-in at the respective international check-in counters.
- 8.6.2 Every piece of checked baggage must be labelled with your name or other personal identification.
- 8.6.3 We will carry your checked baggage, whenever possible, on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on another flight.
- 8.6.4 If, due to the late arrival of your international flight, your checked baggage cannot travel on the same aircraft as you, it will be kept securely and put on the next flight on which space is available.
- 8.6.5 If, due to the excess weight of your checked baggage, it cannot be accommodated on the same aircraft as you, our handlers will ensure that items are transferred on to the next flight on which space is available. There will be an additional handling charge of US\$50 per piece of checked baggage for this service.

8.7 Unchecked baggage

- 8.7.1 We set maximum dimensions and weights for baggage you carry on to the plane. If your unchecked baggage does not meet these requirements, you must check it in as checked baggage.
- 8.7.2 If items do not meet the requirements set forth in Article 8.7.1 but are unsuitable to be carried in the hold (e.g. musical instruments), we will only carry these items as unchecked baggage if you have notified us in advance, and we have expressly agreed to carry these items. You may be asked to pay an extra charge for this service.

8.8 Delivery of checked baggage

- 8.8.1 You must collect your checked baggage as soon as we have made it available at your place of destination or stopover. If you do not collect it within a reasonable time, we may charge you a storage fee. If you do not claim your checked baggage within 3 months from the date we make it available, we may dispose of it without any liability to you.
- 8.8.2 Only the person with the baggage identification tag can claim a piece of checked baggage.
- 8.8.3 If a person claiming a piece of checked baggage cannot produce the baggage receipt or identify the baggage with the help of the baggage identification tag, we will only deliver the baggage if such person can prove to our satisfaction that they are

entitled to claim the baggage. We shall be entitled to request an adequate security from you to cover any loss, damage or expense that may arise as a result of such delivery.

Article 9 - Schedules, delays and cancellation of flights

9.1 Schedules

- 9.1.1 The flight times shown in our timetables may change between the date of publication and the date you actually travel. We do not guarantee these flight times to you and they do not form part of your contract of carriage with us.
- 9.1.2 The last direct service of the day departs for Mustique at 16:30. Your international flight needs to land in BGI or UVF before 16:00 to guarantee a same day arrival. If your international flight is delayed, every effort will be made to get you to Mustique on the next available flight, but this may mean an overnight stay in Barbados, St Lucia or flying direct to St. Vincent where we might be able to source, on your behalf, alternative transportation by sea. Air Adelphi will not be liable for any additional costs incurred due to the late arrival of international carriers and any additional transport costs, including the costs of taxis, boats and hotels, do not form part of your ticket.
- 9.1.3 If we need to change our scheduled departure time after your ticket has been issued, we will endeavour to notify you of any such changes. If, after you buy your ticket, we make a significant change to the scheduled departure time of your flight and we are unable to book you on another flight, you will be entitled to a refund in accordance with Article 10.

9.2 Cancellations, rebooking, delays

- 9.2.1 We will endeavour to take all reasonable measures necessary to avoid delay in carrying you and your baggage. In order to prevent a flight being cancelled these measures may include arranging for a flight to be operated by another airline or aircraft on our behalf.
- 9.2.2 If, due to circumstances beyond our control, we have to cancel or delay your flight, we shall either:
- (i) carry you on another on another flight on which space is available;
 - (ii) arrange for you to be carried to the destination indicated on the ticket or applicable portion thereof by another carrier or other means of transportation. If the sum of the fare for these revised arrangements is higher than the value of the ticket or applicable portion thereof, Air Adelphi shall require no additional charges from you; or
 - (iii) make an involuntary refund in accordance with the provisions of Article 10;
- and shall be under no further liability.
- 9.2.3 Air Adelphi shall not be responsible for special, incidental, or consequential damages resulting from any cancellation, schedule change, or delay.

Article 10 - Refunds

10.1 General

We will refund tickets in accordance with the applicable fare terms and conditions as follows:

- 10.1.1 Unless provided otherwise in this Article, we shall be entitled to make a refund either to the person named on the ticket or to the person who paid for the ticket, provided satisfactory proof can be produced of such payment.
- 10.1.2 If the ticket has been paid for by a person other than the passenger named on it, and if the ticket indicates that there is a restriction on refunds, we will make the refund only to the person who paid for the ticket or in accordance with that person's instructions.
- 10.1.3 Except for lost tickets, refunds will only be made in exchange for the ticket and all unused flight coupons.
- 10.1.4 A refund made to a person who submits the passenger coupon and all unused flight coupons claiming to be the person eligible for the refund shall be deemed to have been made to the person entitled to the refund.

10.2 Involuntary fare refunds

If we cancel a flight, fail to operate a flight according to schedule, fail to stop at your place of destination or stopover or cause you to miss a connecting flight on which you hold a confirmed reservation, we will refund your fare as follows:

- (i) if you have not used any part of the ticket, the refund will be equal to the fare you have paid;
- (ii) if you have used part of the ticket, the refund will be equal to at least the difference between the fare you have paid and the correct fare for travel between the points for which you have used your ticket.

10.3 Voluntary fare refunds

If you are entitled to a refund of the fare for your ticket for reasons other than those set out in Article 10.2, the refund will be as follows:

- (i) if you have not used any part of the ticket, the refund will be equal to the fare you have paid, less any applicable fees;
- (ii) if you have used part of the ticket, the refund will be equal to the difference between the fare you have paid and the correct fare for travel between the points for which you have used the ticket, less any applicable fees.

10.4 Right to refuse a fare refund

10.4.1 We may decide to refuse to give you a refund if you apply for it after the end of the ticket validity period.

10.4.2 We may refuse a refund on a ticket if, when you arrived in a country, you presented your ticket to us or to government officials as evidence of your intention to leave that country, unless you can prove to us that you have permission to stay in the country or you will be leaving the country on another airline or on another form of transport.

10.5 Currency

We reserve the right to make a refund in the same currency and using the same payment method you used to pay for the ticket.

Article 11 - Conduct aboard aircraft

11.1 If you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, or behave in a manner to which other passengers may reasonably object, we may take such measures as we deem necessary to prevent continuation of such conduct, including restraining you or removing you from the aircraft.

11.2 While aboard the aircraft, you may not operate portable radios, electronic games or transmitting devices including radio-controlled toys and walkie-talkies. You shall not operate any other electronic devices on board without our permission, except for portable electronic devices that the operator of the aircraft has determined will not cause interference with the navigation or communication system of the aircraft. Moreover, portable recorders, hearing aids, heart pacemakers and electric shavers may be used.

11.3 You will reimburse Air Adelphi for any costs of: (a) repairing or replacing property lost, damaged, or destroyed by you; (b) compensating any passenger or crew member affected by your actions; and (c) delaying the aircraft for the purpose of removing you and/or your baggage. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

Article 12 - Arrangements for additional services

If Air Adelphi makes arrangements with a third party to provide additional services for you or issues you with a ticket or voucher relating to transport services provided by third parties, the terms and conditions of the third party providing those services will apply, and Air Adelphi will not accept any liability save in cases of negligence on its part when booking such services.

Article 13 - Administrative formalities

13.1 General

- 13.1.1 You are obliged and responsible for obtaining all the travel documents and visas required for your trip and carrying them with you during your entire journey. Furthermore, you must comply with all laws, regulations and directives of any country you fly from, enter or travel through or in which you are a transit passenger.
- 13.1.2 The government of St Vincent and the Grenadines requires Air Adelphi to collect passport and travel information for all passengers including:
- (i) Full name
 - (ii) Date of birth
 - (iii) Nationality
 - (iv) Passport number
 - (v) Passport expiry date
 - (vi) Country that issued your passport
 - (vii) Country of residence
- 13.1.3 A valid passport and travel documents must be shown upon arrival to clear Customs and Immigration. Visas are not required unless travelling from Dominican Republic, China and some countries within the Middle East and Africa. Please visit www.gov.vc for more information.
- 13.1.4 Air Adelphi shall not be liable for any failure on your part to obtain all the necessary documents and visas, or to comply with the laws, regulations and directives of the countries concerned.

13.2 Travel documents

Before you travel, you must present to us all entry, exit, health and any other relevant documents prescribed by the countries you intend to visit and allow us to make copies of them. We reserve the right to refuse to carry you if you do not comply with these requirements, or if your travel documents seem inadequate.

13.3 Refusal of entry to a country

If you are refused entry to a country, you will be responsible for paying any fine or charge imposed on us by the government concerned as well as the fare for transporting you back to your place of departure. We will not refund to you the fare for carrying you to the place where you were denied entry.

13.4 Liability of the passenger for fines etc.

If we are required to pay any fine or penalty or we incur any other costs because you have failed to comply with the laws, regulations and directives of any country you fly from enter or travel through or you failed to produce the necessary documents needed by that country, you must repay us the amount we have paid upon request. We shall be entitled to set off this expenditure incurred against the value of any unused part of your ticket or any other of your funds we have access to.

13.5 Customs inspections

Upon request, you are required to be present when your baggage is inspected by customs or other government officials. We shall not be liable for any damage or loss you suffer in the course of an inspection or as a result of your failure to attend the inspection.

13.6 Security screening

You are obliged to submit to any security screening carried out by us, the authorities, airport officials, or other carriers.

13.7 Disclosure of information

We reserve the right to submit your passport details and personal data we have processed and used in connection with your trip to the authorities at home and abroad, provided this is necessary for the fulfilment of the contract of carriage, and the disclosure of information request of the relevant authority is based on mandatory legal provisions.

Article 14 – Successive carriers

Carriage to be performed by several successive Carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith, is regarded as a single operation for the purposes of determining the application of the Convention to the transportation.

Unless Air Adelphi has issued the ticket and performed no part of the carriage on the ticket or on a conjunction ticket issued for successive carriage, we are not liable for those parts of the journey performed by other carrier(s).

Article 15 – Liability for damage

- 15.1 Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not international carriage to which the Convention applies.
- 15.2 For carriage to which the Convention does not apply:
 - 15.2.1 Air Adelphi Limited 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;
 - 15.2.2 Air Adelphi's liability with respect to each passenger for death, wounding or other bodily injury shall be limited to the sum of US \$20,000, provided that a different limit may be required under applicable law.
 - 15.2.3 Air Adelphi is not liable for damage caused by normal wear and tear to checked baggage ("normal wear and tear" being defined as minor scratches, scuffs, stains, dents, cuts and dirt that may occur despite care in handling). Air Adelphi is not liable for damage to or loss of protruding baggage parts such as wheels, straps, pockets, pull handles, zips, zippers, seams, hanger hooks or other items attached to the baggage.
 - 15.2.4 Except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, Air Adelphi's liability in case of damage to checked baggage shall be limited to US \$20.00 per kilogram, and in the case of damage to unchecked baggage it shall be limited to US \$400.00 per passenger, provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply.
 - 15.2.5 Air Adelphi is not liable for damage to fragile or perishable items, money, delivery, precious metals, silverware, negotiable papers, securities, other valuables, business documents, passports and other identification documents or samples, which are included in the passenger's checked baggage.
- 15.3 Air Adelphi's liability shall not exceed the amount of proven damages. Air Adelphi shall furthermore not be liable for indirect, special, punitive or consequential damages.
- 15.4 Air Adelphi is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage. Any passenger whose property causes injury to another person or damage to another person's property or to Air Adelphi's property shall indemnify Air Adelphi for all losses and expenses Air Adelphi incurs as a result thereof.
- 15.5 If a passenger is carried whose age or mental or physical condition is such as to cause any hazard or risk to himself or herself, Air Adelphi shall not be liable for any illness, injury or disability, including death, attributable to such conditions or for the aggravation of such conditions.
- 15.6 Any exclusion or limitation of Air Adelphi's liability shall apply to and be for the benefit of agents, employees and representatives of Air Adelphi and any person whose aircraft is used by Air Adelphi and such person's agents, employees and representatives. The aggregate amount recoverable from Air Adelphi and from such agents, employees, representatives and persons shall not exceed the amount of Air Adelphi's limit of liability.
- 15.7 Unless expressly provided, nothing herein contained shall waive any exclusion or limitation of Air Adelphi's liability under applicable laws.

Article 16 – Time limitation on claims and action

16.1 Notice of claims

No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains in writing to Air Adelphi without delay after the discovery of the damage and, at the latest, within seven (7) days from the date of receipt; and in the case of delay, unless the complaint is made at least within twenty-one (21) days from the date on which the baggage has been placed at his or her disposal.

16.2 Limitation of Action

You will have no right to compensation for any damage if an action is not brought within two (2) years of the date of your arrival at the place of destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped.

Article 17 – Modification and waiver

None of Air Adelphi's authorised representatives, agents or employees is authorised to amend these Conditions of Carriage without the express written approval of Air Adelphi.