



## **General Conditions of Carriage for Passengers and Baggage**

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## Preamble

These Conditions of Carriage govern the relationship between you as a passenger and us as the air carrier regarding your carriage on an aircraft in accordance with a ticket issued by us, indicating our name or airline designater code. As set out herein specific conditions apply in relation to certain fares and such conditions generally relate to issues such as your right to refund, change of reservation and the period a ticket is valid.

In these Conditions of Carriage are set forth your rights and duties towards us and our rights and duties towards you before, during and after carriage. Among other things, these Conditions of Carriage set the limits of our liability towards you in case of damage and/or delay affecting you and/or your baggage.

We advise that you carefully read these Conditions of Carriage. If our limits of liability are not satisfactory to you in relation to your needs, we advise that you obtain personal travel insurance.

## 1. Definitions

In these Conditions of Carriage the following words and expressions shall have the meaning ascribed to them below:

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

**“Airline Designater Code”** means the two characters or three letters which identify particular air carriers.

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

**“Baggage”** means your personal property accompanying you in connection with your trip. Except as otherwise specified herein, Baggage includes both Checked Baggage and Unchecked Baggage.

**“Baggage Check”** means those portions of the Ticket which relate to the Carriage of your Checked Baggage.

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

**“Carriage”** means the carriage by air of Passengers and/or Baggage.

**“Carrier”** means an air carrier, whose Airline Designater Code appears on your Ticket or

on a Conjunction Ticket.

**“Checked Baggage”** means Baggage of which we take custody and for which we have issued a Baggage Check.

**“Check-in Deadline”** means the time limit specified by the airline by which you must have completed check-in formalities and – where applicable – received your boarding pass.

**“Conditions of Carriage”** means these General Conditions of Carriage for Passengers and Baggage.

**“Conditions of Contract”** means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such, and which incorporate by reference these Conditions of Carriage.

**“Conjunction Ticket”** means a ticket issued to you in conjunction with another ticket, which together constitute a single contract of Carriage.

**“Damage”** includes death, wounding or bodily injury to a Passenger, loss or partial loss, theft or other damage to Baggage, and other cost, loss or damage arising out of or in connection with Carriage or other services incidental thereto performed by us.

**“Days”** means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is despatched shall not be counted; and for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced, shall not be counted.

**“Electronic Coupon”** means an electronic flight coupon or other value document held by us in our database.

**“Electronic Ticket”** means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

**“Flight Coupon”** means the portion of the Ticket that bears the notation “good for passage”, or in the case of an Electronic Ticket, the Electronic Coupon, each of which entitles the named Passenger to travel on the particular flight identified on it.

**“Force Majeure”** means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised, which shall include but not be limited to fire, flood, strikes, war, act of terrorism or government intervention.

**“Immediate Family”** means your spouse or a person with whom you cohabit, parents, children, sisters and brothers, grandparents, grandchildren, father-, mother-, brothers-, sisters-, sons- and daughters-in-law.

**“Itinerary/Receipt”** means a document or documents issued by us to Passengers travelling on Electronic Tickets and that contains the Passenger’s name and flight information.

**“Laws”** means any and all applicable laws, rules, regulations, orders and instructions, whether governmental, federal, local, by authority or otherwise.

**“Our Regulations”** means our rules and regulations on certain areas which complement and specify these Conditions of Carriage and which include any applicable Tariff.

**“Passenger”** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “you”, “your” and “yourself”).

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

**“Regulation”** means the Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air.

**“SDR”** means a Special Drawing Right as defined by the International Monetary Fund. Current exchange rates are available at the homepage of the International Monetary Fund ([www.imf.org](http://www.imf.org)).

**“Stopover”** means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

**“Tariff”** means Malmö Aviation’s public fares, charges, fare rules and/or related conditions of Carriage, including but not limited to, specific terms and conditions applicable in relation to discounted fares in general and specific products and schemes offered in particular.

**“Ticket”** means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by us or on our behalf, including the Conditions of Contract, notices and Flight Coupons.

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

**“We”, “our” and “us”** means Malmö Aviation AB.

**“You”, “your” and “yourself”** means any person, except for members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “Passenger”).

## **2. Applicability**

### **2.1 General**

Except as provided in Articles 2.3, 2.5 and 2.6, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

### **2.2 Package travel**

These Conditions of Carriage do not apply to Carriage by air if such Carriage is part of a travel arrangement as defined in Council Directive (90/314/EEC) of 13 June 1990 on package travel, package holidays and package tours.

### **2.3 Charter operations**

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

### **2.4 Code shares**

On some services we have arrangements with other carriers known as “code shares”. This means that even if you have a reservation with us and hold a Ticket where our name or Airline Designator Code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply we or our Authorised Agents will advise you of the carrier operating the aircraft at the time you make a reservation. In the event of code shares your contract of Carriage is with us.

### **2.5 Overriding law and the Tariff**

These Conditions of Carriage are applicable unless they are inconsistent with the Tariff or any Laws, which Laws may not be waived through agreement between the parties, in which event such Tariff or Laws shall prevail.

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

## **2.6 Conditions prevail over Our Regulations**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and Our Regulations, dealing with particular subjects, these Conditions of Carriage shall prevail.

## **3. Tickets**

### **3.1 General provisions**

3.1.1 The Ticket is the final confirmation of the concluded contract of Carriage. We will provide Carriage only to the Passenger named in the Ticket and you may be required to produce appropriate identification.

3.1.2 The Ticket is and remains at all times the property of the issuing Carrier.

3.1.3 A Ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

### **3.2 Transferability**

3.2.1 A Ticket is transferable in its entirety (but not in part), provided that:

- (i) you contact us with a request for transfer of your Ticket at least 24 hours before the scheduled departure time of your first flight with us on your journey, and
- (ii) the person to whom the Ticket is to be transferred satisfies and complies with all the conditions applying to the original Ticket.

3.2.2 Upon your surrender of your Ticket to us, we will issue a new Ticket in the name of the person to whom the Ticket is to be transferred. The new Ticket will be subject to the same terms and conditions as those of the replaced Ticket. You will be charged an administration fee of 650 SEK for the transfer of the Ticket. Please note that we will only provide Carriage to the Passenger named in the Ticket.

3.2.3 Except as provided above, a Ticket is not transferable.

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### **3.3 Discounted Tickets**

- 3.3.1 Some Tickets are sold at discounted fares and such Tickets may, in accordance with the Tariff, be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.
- 3.3.2 If you have a Ticket as described in Article 3.3.1 above, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the non-refundable amount of the fare for future travel with us, subject to deduction of an administration fee of 17 SDR.

### **3.4 Ticket valid for Carriage**

- 3.4.1 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.
- 3.4.2 In case of loss or mutilation of a Ticket (or part of it) by you or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request, provided that we have issued the said Ticket, we will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original Ticket, which are necessarily and reasonably incurred by us or another Carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses, which result from our own negligence. We may charge a reasonable administration fee for this service, unless the loss or mutilation was due to negligence by us or our Authorised Agent.
- 3.4.3 Where such evidence, as stated in Article 3.4.2 above, is not available or you do not sign such an agreement, we may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when we are satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding of the original Ticket before the expiry of its validity,

you surrender it to us, the foregoing refund will be processed at that time.

### **3.5 Period of validity**

- 3.5.1 Except as otherwise provided in the Ticket, in these Conditions of Carriage, or in applicable Tariff (which may limit the validity of a Ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for:
- (a) one year from the date of issue; or
  - (b) subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.
- 3.5.2 When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Ticket will be extended until our first flight on which space is available or you will be entitled to a refund in accordance with Article 11.3.
- 3.5.3 If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the Flight Coupons remaining in the Ticket involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date you become fit to travel according to such certificate.
- 3.5.4 Should the validity of your Ticket be extended in accordance with Article 3.5.3 above, we will similarly extend the period of validity of Tickets of other members of your Immediate Family accompanying you at the journey.
- 3.5.5 In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the requirement on minimum stay or by extending the validity. In the event of death in the Immediate Family of a Passenger who has commenced travel, the validity of the 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 the death.

### **3.6 Coupon sequence and use**

- 3.6.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon the Tariff and is for the transportation as shown on the Ticket. The Ticket forms an essential part of our contract with you. It will not be honoured and will lose its validity if all the Flight Coupons are not used in such order as provided in the Ticket.
- 3.6.2 Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you at reasonable costs to your next Stopover or final destination, without recalculation of the fare.
- 3.6.3 Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first flight according to your original Ticket) or reversing the direction you travel, can result in an increase in price. It should be noted that pursuant to our Tariff, fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.
- 3.6.4 Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be reserved later subject to the Tariff and the availability of space on the flight requested.
- 3.6.5 Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations, but it shall be noticed that Article 3.6.3 shall apply in such case.

### **3.7 Name and address of Carrier**

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, as indicated for our first flight segment in the Itinerary/Receipt.

## **4. Fares, taxes, fees and charges**

### **4.1 Fares**

4.1.1 Fares apply only for Carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals unless otherwise expressly stated.

4.1.2 Unless otherwise agreed your fare will be calculated in accordance with the Tariff in effect on the date you make the reservation of your Ticket for travel on the specific dates and itinerary shown on it. Please note that should your itinerary or the dates of travel be changed due to your requests, this may affect the fare to be paid.

### **4.2 Taxes, fees and charges**

Applicable taxes, fees and charges imposed by any government or any other authority or by the operator of an airport in relation to your Ticket, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare and they will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced, you will upon contacting us be entitled to a refund. Should you be entitled to a refund amounting to not less than 17 SDR, we will endeavour to contact you through our various communication channels (e.g. through our web site [www.malmoaviation.se](http://www.malmoaviation.se)).

### **4.3 Time limits for payment of fare etc.**

- 4.3.1 If you have not paid for the Ticket prior to the specified time limit set by us or our Authorised Agents, we may cancel your reservation.
- 4.3.2 If payment of a Ticket is made by credit card, an authorisation control will be made. Such control has to be made through the IATA (*International Air Transport Association*) system and includes *inter alia* a check that the card is valid, not reported lost or stolen and that sufficient funds/credit is available. The authorisation control is made in US dollars. If no issues arise in the authorisation procedure, an amount will be reserved on your account for the payment of your Ticket. Please note that the amount reserved may, due to different exchange rates being applied in the process, exceed the fare agreed for your Ticket. The amount finally drawn from your account/charged to your card will of course correspond to the agreed fare. However, should not sufficient funds/credit be available at reservation (as a result of the different exchange rates applied or otherwise), the transaction will not be confirmed and your Ticket will not be paid. We assume no responsibility whatsoever for any Damage you may suffer as a result hereof.

### **4.4 Currency**

Fares, taxes, fees and charges are payable in the currency, at the time for payment, of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our own discretion, accept payment in another currency.

## **5. Reservations**

### **5.1 Reservation requirements**

- 5.1.1 We or our Authorised Agents will record your reservation(s). Upon request we will provide you with a confirmation of your reservation(s), either by fax, e-mail or in any other written form.
- 5.1.2 It should be noted that pursuant to the Tariff certain fares have conditions, which limit or exclude your right to change or cancel reservations or to request a refund.

## **5.2 Seating**

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

## **5.3 Reconfirmation of reservations**

5.3.1 Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation and how and where such reconfirmation should be made. If reconfirmation is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you inform us that you still wish to travel and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight, we will use reasonable efforts to transport you to your next or final destination with application of Article 3.6.3.

5.3.2 You should check the reconfirmation requirements of any other Carrier involved in your journey and, where required, reconfirm with the Carrier of the flight in question.

## **6. Personal data**

6.1 You recognise that personal data has been given to us for the purposes of:

- (a) making a reservation,
- (b) purchasing a Ticket,
- (c) obtaining ancillary services (such as for instance hotel reservation and car rental),
- (d) developing and providing services (such as for instance special facilities for people with reduced mobility, special meals and the fulfilment of other special wishes our Passengers may have),
- (e) facilitating immigration and entry procedures, and
- (f) making available such data to government agencies,

in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other carriers and/or the providers of the above-mentioned services, in countries within and outside the European Economic Area. Your personal data will, however, not be used for marketing activities

without your prior permission.

- 6.2 Upon request we will once a year provide information regarding *inter alia* what data relating to you we are processing. To request such information or to have wrongful information corrected, please contact us under the following address: Malmö Aviation AB, P.O. Box 37, SE-201 20 Malmö, Sweden.

## **7. Check-in and boarding**

### **7.1 General**

- 7.1.1 Check-in Deadlines may vary between different airports and we recommend you to inform yourself about these Check-in Deadlines and to honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. Check-in Deadlines for our flights can be obtained from us or our Authorised Agents.
- 7.1.2 You must be present at the boarding gate not later than the time specified by us or our Authorised Agents when you check-in. We may cancel the space reserved for you at the flight if you fail to arrive at the boarding gate in time.
- 7.1.3 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article 7 unless we have been negligent.

## **8. Refusal and limitation of Carriage**

### **8.1 Right to refuse Carriage**

- 8.1.1 In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage 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 this circumstance you will be entitled to a refund. We may also refuse to carry you or your Baggage if one or more of the following have occurred or that we reasonably believe may occur:
- (a) the refuse of Carriage is necessary in order to comply with any Laws;
  - (b) the Carriage of you may endanger or affect the safety, health, or materially affect the comfort of other Passengers or crew;

- (c) the Carriage of your Baggage may be refused according to Article 9.4 below;
- (d) your mental or physical state, including but not limited to, impairment from alcohol or drugs and violent behaviour, presents a hazard or risk to yourself, to Passengers, to crew, or to property;
- (e) you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
- (f) you have refused to submit to a security check or to a search according to Article 9.5 below;
- (g) you have not paid the applicable fare, taxes, fees or charges relating to your Ticket;
- (h) 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 on request, or if we otherwise have reason to believe, that you will not be permitted to enter the country of your destination or any other country through which you may be in transit;
- (i) you present a Ticket which has been acquired unlawfully, purchased from an entity other than us or our Authorised Agents, counterfeited or reported as being lost or stolen;
- (j) you cannot prove that you are the person named in the Ticket;
- (k) you have failed to comply with the requirements set forth in Article 3.6 above concerning coupon sequence and use or you present a Ticket, which has been issued or altered in any way, other than by us or our Authorised Agents, or the Ticket is mutilated; or
- (l) you fail to observe our instructions with respect to safety or security.

## **8.2 Special assistance**

Acceptance for Carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness, or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have informed us of any special requirements they may have at the time of reservation and whose requirements have been accepted by us, shall not be refused Carriage on any flight comprised of the reservation on basis of such disability or special requirements.

## **9. Baggage**

### **9.1 Free Baggage allowance**

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

### **9.2 Excess Baggage**

You will be required to pay a charge for Carriage of Baggage in excess of the free Baggage allowance. These rates are available from us or our Authorised Agents upon request.

### **9.3 Items unacceptable as Baggage**

9.3.1 You must not include in your Baggage:

- (a) items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, in the International Air Transport Association (IATA) Dangerous Goods Regulations, in the Commission Regulation (EC) No 68/2004 of 15 January 2004 amending Commission Regulation (EC) No 622/2003 laying down measures for the implementation of the common basic standards on aviation security, and in Our Regulations (further information is available from us on request);
- (b) items of which the Carriage is prohibited by any Laws of any state to be flown from, over or to;
- (c) animals, except as provided for in Article 8.9;
- (d) items which are reasonably considered by us to be unsuitable for Carriage because they are dangerous or unsafe, or by reason of their weight, size, shape, content or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available on request.

- 9.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from Carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on and suitably packed. Carriage of ammunition is subject to ICAO, IATA and EC regulations as specified in Article 9.3.1 (a).
- 9.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our own discretion, but will not be permitted in the cabin of the aircraft.
- 9.3.4 You must not include in Checked Baggage money, keys, prescribed medicines, jewellery, passports and other identification documents or samples, precious metals, fragile or perishable items, computers, cellular telephones, cameras, personal electronic devices, negotiable papers, securities, business documents, or other important or valuable items.
- 9.3.5 If, despite being prohibited, any items referred to in Article 9.3.1–9.3.4 are included in your Baggage, we shall not be responsible for any loss, delay or damage to such items.

#### **9.4 Right to refuse Carriage**

- 9.4.1 Subject to Article 9.3.1 (c), 9.3.2 and 9.3.3, we will refuse to carry as Baggage the items described in Article 9.3.
- 9.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for Carriage due to safety or operational reasons, or the comfort of other Passengers. Information about unacceptable items is available on request.
- 9.4.3 We may refuse to accept Baggage for Carriage unless it is in our reasonable opinion properly and securely packed in suitable containers.
- 9.4.4 Unless advance arrangements for Carriage of Baggage exceeding the applicable free allowance have been made with us, we may carry such Baggage on later flights without any compensation to you for such delay.

#### **9.5 Right of search**

- 9.5.1 For reasons of safety and security we may request that you permit a search and scan of you and a search, scan or x-ray of your Baggage. We will normally

search, scan or x-ray your Baggage in your presence. However, if you are not available, your Baggage may be searched in your absence.

- 9.5.2 If you are unwilling to comply with any requests on search, scan or x-ray, we may refuse to carry you and your Baggage.
- 9.5.3 In the event a search or scan causes Damage to you, or a search, x-ray or scan causes Damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

## **9.6 Checked Baggage**

- 9.6.1 Upon delivery to us of your Baggage for check-in, we will take custody of and issue a Baggage Identification Tag for each piece of your Checked Baggage.
- 9.6.2 Checked Baggage must have your name and address, or other personal identification, affixed to it.
- 9.6.3 Checked Baggage, not exceeding the free Baggage allowance, will whenever possible be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you as agreed, unless any Laws require you to be present for customs clearance or for any other reason. If your Checked Baggage is delayed due to such separate Carriage, the provisions of Article 15.4 will apply.

## **9.7 Unchecked Baggage**

- 9.7.1 We have specified maximum dimensions and weight for Unchecked Baggage. Further, Unchecked Baggage must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Unchecked Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage. Upon request Our Regulations on Unchecked Baggage are available from us or our Authorised Agents. Please note that the conditions regarding Unchecked Baggage may vary between different air carriers.
- 9.7.2 Objects not suitable for Carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in Article 9.7.1 above, will only be accepted for Carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may

have to pay a separate charge for this service.

## **9.8 Collection and delivery of Checked Baggage**

- 9.8.1 Subject to Article 9.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months from the time it is made available, we may dispose of it without any liability to you.
- 9.8.2 Subject to Article 9.8.3, only the bearer of the Baggage Check and the Baggage Identification Tag, is entitled to delivery of the Checked Baggage.
- 9.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

## **9.9 Animals**

- 9.9.1 If we agree to carry your animals they will be carried subject to the following conditions:
- 9.9.2 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit. If not, the animal will not be accepted for Carriage.
- 9.9.3 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance but shall constitute excess Baggage, for which you will be obliged to pay the applicable rate.
- 9.9.4 Guide dogs together with containers and food accompanying Passengers with disabilities will be carried free of charge in addition to the normal free Baggage allowance subject to Our Regulations, which are available on request.
- 9.9.5 Where Carriage is not subject to the liability rules of the Regulation, we are not responsible for injury to or loss, sickness or death of an animal, which we have agreed to carry, unless we have been negligent.

- 9.9.6 We will have no liability in respect of any animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result thereof.
- 9.9.7 Our conditions on Carriage of animals are specified in Our Regulations, which are available on request.

## **10. Schedules, delays, cancellation of flights**

### **10.1 Schedules**

- 10.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee such original flight times to you and they do not form part of your contract with us.
- 10.1.2 Before we accept your booking, we or our Authorised Agents will notify you of the scheduled flight time in effect as of that time and such flight time will be shown on your Ticket. It is possible that we may need to change the scheduled flight time subsequent to the issuance of your Ticket. If you provide us with contact information, we will try to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time unacceptable to you and we are unable to book you on an alternate flight acceptable to you, you will be entitled to a refund in accordance with Article 11.2. In such case the provisions of Article 15.4 will apply also.

### **10.2 Cancellation, re-routing, delays, etc.**

- 10.2.1 We will take all reasonable measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.
- 10.2.2 Except as otherwise provided by the Regulation, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:
- (a) carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket until our first

flight on which space is available; or

- (b) within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or
- (c) make a refund in accordance with the provisions of Article 11.2.

10.2.3 The liability provisions in Article 15.4 also apply to events described in Article 10.2.2.

10.2.4 Upon the occurrence of any of the events set out in Article 10.2.2, except as otherwise provided by the Regulation, the options outlined in Article 10.2.2 (a) through Article 10.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

## **11. Refunds**

### **11.1 Person entitled to refund**

11.1.1 We will refund a Ticket or any unused portion in accordance with the Tariff, as follows:

11.1.2 Refund will be made to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

11.1.3 Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

### **11.2 Involuntary refunds**

11.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover or cause you to miss a connecting flight on which you hold a reservation, and has a refund been desired by you according to 10.2.2, the amount of the refund shall be:

- (a) if no portion of the Ticket has been used, an amount equal to the fare paid;
- (b) if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for

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travel between the points for which the Ticket has been used.

### **11.3 Voluntary refunds**

11.3.1 If you are entitled to a refund of your Ticket for reasons other than those set out in Article 11.2, the amount of the refund shall be:

- (a) if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;
- (b) if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

### **11.4 Refund on lost Ticket**

11.4.1 If you lose your Ticket or portion of it and are entitled to a refund, the refund will be made subject to payment of a reasonable administration fee by us or our Authorised Agent (depending on to whom of these you originally made payment) as soon as practicable after the expiry of the validity period of the Ticket, on condition:

- (a) that the lost Ticket, or portion of it, has not been used, previously refunded or replaced, (except where the use, refund or replacement by or to a third party resulted from our own negligence); and
- (b) that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

11.4.2 If we or our Authorised Agents lose the Ticket or portion of it, the loss shall be our responsibility.

### **11.5 Right to refuse refund**

11.5.1 We may refuse a refund when application is made after the expiry of the validity of the Ticket.

11.5.2 We may refuse a refund on a Ticket, which has been presented to us or to government officials as evidence of intention to depart from that country,

unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.

## **11.6 Performance of refund**

- 11.6.1 Refunds will be made in accordance with the Laws of the country where the Ticket was originally issued and of the country where the refund is made. However, subject to the abovementioned, we will as a rule pay refunds in the same manner and the same currency as used to pay for the Ticket, unless otherwise agreed.
- 11.6.2 Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its Authorised Agents.

## **12. Conduct aboard aircraft**

### **12.1 General**

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward Carriage at any point and may be prosecuted for offences committed on board the aircraft.

### **12.2 Electronic devices**

For safety reasons, we may prohibit or limit operation aboard the aircraft of electronic equipment, including but not limited to cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including *inter alia* radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## **13. Arrangements for additional services**

- 13.1 If we make arrangements for you with any third party to provide any services, other than Carriage by air, or if we issue a ticket or voucher relating to transportation or services other than Carriage by air provided by a third party

(such as hotel reservations or car rental), we do so only as your agent. In such case the terms and conditions of the third party service provider shall apply and we shall have no liability whatsoever in relation to such arrangements, except for liability due to our negligence by organizing such arrangements. In that case our liability shall be subject to the regulations and limitations in Article 15.

- 13.2 If we are providing surface transportation to you, the terms and conditions of the surface transportation provider shall apply and we shall have no liability whatsoever in relation to such transportation, except for liability due to our negligence in organizing it. In such case our liability shall be subject to the regulations and limitations in Article 15.

## **14. Administrative formalities**

### **14.1 General**

- 14.1.1 You are responsible for obtaining all required travel documents and visas and for complying with the Laws, demands and travel requirements of countries to be flown from, into or through which you transit.
- 14.1.2 We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such Laws, demands and requirements.

### **14.2 Travel documents**

Prior to travel, you must present all exit, entry, health and other documents required by any Laws, demands or other requirements of the countries concerned and permit us to take and retain copies thereof. We reserve the right to refuse Carriage if you have not complied with these requirements, if your travel documents do not appear to be in order, or if you prevent us from making copies of such travel documents.

### **14.3 Refusal of entry**

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government or any other authority concerned and for the cost of transporting you from that country. The fare collected for Carriage to the point of refusal or denied entry will not be refunded by us.

**14.4 Passenger's responsibility for fines, detention costs, etc.**

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with any Laws, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand any amount so paid or expenditure so incurred unless the expenditure is incurred through our negligence. We may apply towards and/or set off against such payment or expenditure the value of any unused Carriage on your Ticket, or any of your funds in our possession.

**14.5 Customs inspection**

If required, you shall attend inspection of your Baggage by customs or other government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

**14.6 Security inspection**

You shall submit to any security checks by any governments, airport officials, us or by any other Carrier.

**15. Liability****15.1 General**

15.1.1 Carriage under these Conditions of Carriage is subject to the liability regulations of the Regulation, which implements the relevant provisions of the Montreal Convention in respect of the carriage by passengers and their baggage by air.

15.1.2 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Regulation or any Laws unless otherwise expressly stated.

**15.2 Damage to Passengers**

15.2.1 Our liability for Damage to a Passenger shall not be subject to any financial limit.

15.2.2 For Damages to a Passenger up to SDR one hundred thousand (100,000) we shall not exclude or limit our liability. Neither shall we exclude or limit our liability for Damages to a Passenger to the extent that they exceed SDR one

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hundred thousand (100,000), unless we prove that the Damage was not due to the negligence or other wrongful act or omission of us or our servant or agents.

15.2.3 We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

15.2.4 In case of Damage to a Passenger, we 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. In the event of death, this advance payment shall not be less than SDR sixteen thousand (16,000) per Passenger.

15.2.5 An advance payment in accordance with Article 15.2.4 above shall not constitute recognition of liability on the part of Malmö Aviation and may be offset against any subsequent sums to be paid on the basis of our liability, but is not returnable, except in cases where we prove that the Damage was caused or contributed to by the negligence or other wrongful act or omission of the Passenger, the person claiming compensation, or any other person from whom the claimant derives its rights, or where the person who received the advance payment was not the person entitled to compensation.

15.2.6 Except as otherwise provided for in Articles 15.2.1 and 15.2.2 above, we reserve all defences available under the Regulation or any Laws in relation to claims regarding personal damages. We also reserves the right of recourse against any third party.

15.2.7 For the sake of clarity, the waiver of limits and defence in Articles 15.2.1 and 15.2.2 above shall apply only to Malmö Aviation and to our flights, i.e. flights where our Airline Designater Code is indicated in the carrier box on the Ticket.

### **15.3 Damage to and delay of Baggage**

15.3.1 We are not liable for Damage to Checked Baggage to the extent that the Damage resulted from the inherent defect, quality or vice of the Checked Baggage.

15.3.2 We will only be liable for Damage to Unchecked Baggage, if such Damage is caused by our fault or the fault of our servants or agents.

15.3.3 We shall only be liable for Damage occasioned by delay in the Carriage of

Baggage if we and, as the case may be, our servants and agents have not taken all measures that could reasonably be required to avoid the Damage. We shall not be liable if it was impossible to take such measures.

- 15.3.4 Our liability in the case of Damage to and/or delay in the Carriage of Baggage shall be limited to SDR one thousand (1,000) per Passenger.
- 15.3.5 If it is proven that the Damage resulted from an act or omission of Malmö Aviation or our servants or agents, done with the intent to cause Damage or recklessly and with knowledge that Damage would probably arise, the limitations in Article 15.3.4 shall not apply, provided, however, that in case of an act or omission of a servant or agent, such servant or agent was acting within the scope of his employment.
- 15.3.6 In the case of Checked Baggage you can, not later than in connection with check-in and against a supplementary fee, make a written special declaration of interest in delivery of your Checked Baggage at destination. In such case our liability shall be limited to the higher declared value therein. Our Tariff for such special declaration are available from us on request.
- 15.3.7 Unless we have been negligent, we are not liable for Damage caused by your Baggage. You shall be responsible for Damage caused by your Baggage to other persons or property, including our property.
- 15.3.8 We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under Article 9.3, including, for example, fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

#### **15.4 Delay of Passengers**

- 15.4.1 We shall only be liable for Damage occasioned by delay in the Carriage of Passengers if we and, as the case may be, our servants and agents have not taken all measures that could reasonably be required to avoid the Damage. We shall not be liable if it was impossible to take such measures.
- 15.4.2 Our liability in the case of Damage caused by delay in the Carriage of Passengers is limited to SDR four thousand one hundred and fifty (4,150) for

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each Passenger.

## **15.5 Limitation of liability**

- 15.5.1 Our liability for Damage according to this Article 15 shall be reduced if we prove that the Damage was caused or contributed to by the negligence or other wrongful act or omission of the Passenger, or the person claiming compensation, or any other person from whom such claimant derives its rights.
- 15.5.2 We will be liable only for Damage occurring during Carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for Carriage with another Carrier, we do so only as agent for the other Carrier. Nevertheless, with respect to Checked Baggage you may make a claim against the first or last Carrier.
- 15.5.3 We are not liable for any Damage arising from our compliance with any Laws, or from your failure to comply with the same.
- 15.5.4 Our liability shall be limited to recoverable compensatory damages for proven losses and costs in accordance with the Regulation.
- 15.5.5 The contract of Carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as it applies to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

## **16. Time limitation on claims and actions**

### **16.1 Notice of claims**

- 16.1.1 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of Carriage, unless you prove otherwise.
- 16.1.2 If you wish to file a claim or an action regarding Damage to Checked Baggage you must notify us as soon as you discover the Damage and at the latest within

seven (7) Days from receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal.

- 16.1.3 If you wish to file a claim or an action regarding delay of yourself as a Passenger, you must notify us within twenty-one (21) Days from the date of arrival at destination, or the date on which the aircraft was scheduled to arrive.
- 16.1.4 Every notification according to Article 16.1.2 and 16.1.3 must be made in writing.

## **16.2 Limitations of actions**

Any right to damages shall be extinguished if an action is not brought within two (2) years from the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the Carriage stopped. The method of calculating the period of limitation shall be determined by the Laws of the court where the case is heard.

## **17. Denied boarding**

### **17.1 General**

- 17.1.1 The experience is that a number of persons having a reserved space on a flight do not show up for departure. On basis of this experience we may confirm more space than available on the aircraft, for the purpose of utilizing the available space on the aircraft in the best possible way.
- 17.1.2 In the event of overbooking as described above, we will use reasonable efforts to call for volunteers prepared to surrender the reservation on the flight in question. Further, we will take into consideration the interests of Passengers who must be given boarding priority for legitimate reasons, such as handicapped persons and unaccompanied children.

### **17.2 Compensation**

- 17.2.1 If you are denied boarding on a specific flight with us due to overbooking, although you have a confirmed reservation, hold a valid ticket and have shown up for check-in prior to the Check-in Deadline, you will be entitled to compensation in accordance with any Laws and our denied boarding compensation policy. Such compensation includes a financial denied boarding

compensation. Apart from that, we will cover your reasonable expenses for accommodation, meals, phone calls and fax messages due to the denied boarding, while awaiting your alternative transportation. Our compensation policy is available from us on request.

## **18. Other conditions**

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things the Carriage of unaccompanied minors, pregnant women and sick Passengers, restrictions on use of electronic devices and items, Carriage of certain dangerous articles, smoking on board and the on board consumption of alcoholic beverages.

Regulations and conditions concerning these matters are available from us on request.

## **19. Interpretation**

The title of each Article of these Conditions of Carriage is for convenience only and is not to be used for interpretation of the text.

## **20. Alterations**

Amendments to and alterations of these Conditions of Carriage or Our Regulations may only be made in writing by us or our Authorised Agents.