



# Conditions of Carriage

## 1. Definitions

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

**“Airline Designator Code”** means the two or three letters or the letter and number which are abbreviated for our name or the name of any other carrier performing a Flight for us. Our designator code is EA and our address is Hangar 5, Dublin Airport, K67 XK66, Ireland.

**“Authorised Agent”** means a Passenger sales agent whom we or your Ticket Issuer has appointed to represent us or your Ticket Issuer, in the sale of air transportation on our services.

**“Baggage”** means your carry-on baggage (baggage you take with you on the plane and is not checked in); and checked in luggage (luggage that you check in to be carried in the hold, and which we give you a baggage identification tag for).

**“Baggage Check”** means the parts of your Ticket which relate to carrying your Checked Baggage.

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

**“Boarding Pass”** means the on-line or airport issued document entitled “Boarding Pass” printed out by you or on your behalf prior to each Flight or such alternative format which may be issued by ourselves or our Authorised Agent agents at an airport served by us.

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

**“Checked Baggage”** means Baggage which we have taken into our custody and for which we have issued a Baggage Identification Tag or a Baggage Check or both.

**“Check-In Deadline”** means the time limits specified by us by which time you must have obtained your Boarding Pass and, where applicable, completed any visa/document checks, paid any Checked Baggage fees and/or excess baggage charges and deposited your Checked Baggage at a Bag-Drop.

**“Conditions of Carriage”** means these Conditions of Carriage.

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

**“Conjunction Ticket”** means a Ticket issued to you in relation to another Ticket which together constitute a single contract of carriage.

**“Connecting Flight”** means a subsequent Flight to be performed by us or another Carrier under one Ticket or a Conjunction Ticket

**“Convention”** means 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).

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

**“EC Regulations”** means European Union Regulations currently in force including but not limited to EC Regulation 2027/97, 889/2002 and 261/2004 and 1107/2006.

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

**“Flight”** means a Flight from one point indicated on the Ticket/Itinerary/Receipt to the next.

**“Flight Coupon”** means the part of your Ticket which has the words ‘Good for Passage’ printed on it and indicates the particular places between which you are entitled to be carried.

**“Itinerary/Receipt”** means a document or documents we or the Ticket Issuer issue to Passengers travelling on electronic Tickets containing the Passenger’s name, Flight information and notices.

**“Journey”** means a single Flight from one airport to another airport.

**“Passenger”** means any person named in the Ticket who is carried, or is to be carried, on a Flight, except members of the operating crew. (See also the 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 to be retained by you.

**“Regulations”** means rules that govern our fees, our liability for passengers and their baggage, travel documentation, checked and cabin baggage (including the carriage of sports equipment

and or musical instruments),the carriage of children, infants and young persons, reduced mobility. blind/vision impaired passengers, pregnant or sick passengers, carriage of assistance animals, Flight and name changes, ATOL information and air carrier information.

“**SDR**” means a Special Drawing Right as defined by the International Monetary Fund. In short it is a form of international money created by the International Monetary Fund. The current daily value of the SDR is quoted in the financial pages of major newspapers.

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

“**Tariff**” means the published fares, charges and related Conditions of Carriage of an airline which have been filed, where required, with the appropriate authorities.

“**Ticket**” means the document called ‘Passenger Ticket/ Electronic Ticket and Baggage Check’ issued by us or on our behalf, and includes the Conditions of Contract, notices and Flight Coupons.

“**Ticket Issuer**” means any person or other entity with whom or which we have entered into a charter agreement, or its Authorised Agent, as the case may be, who issues the Ticket.

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

“**We**”, “**our**”, “**ourselves**” and “**us**” means Emerald Airlines Ireland Limited.

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

## 2. Applicability

### 1. General

These Conditions of Carriage will apply to all Flights for which our name or Airline Designator Code is indicated in the carrier box of the Ticket for that Flight or in the Itinerary/Receipt for that Flight.

### 2. Other carrier’s conditions

If we have arranged for another carrier to perform any carriage on our behalf whether under our Airline Designator Code or otherwise, our Conditions of Carriage will nevertheless apply to such carriage.

### 3. Overriding law

These Conditions of Carriage are applicable unless they are inconsistent with any relevant Tariffs or laws, those Tariffs or laws will apply.

### 4. Validity of these Conditions of Carriage

Any part of these terms that cannot be enforced under any law that applies,

the rest of these terms will still be valid and can be enforced, if they do not depend on the part that cannot be enforced

5. **Conditions prevail over Regulations**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and our Regulations, these Conditions of Carriage shall prevail.

6. **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.

### 3. Tickets

1. General

- a. We will provide carriage only to the Passenger(s) named on the relevant Confirmation/Itinerary. We will require you to prove your identity and otherwise comply with our Regulations concerning documentation.
- b. Tickets are not transferable unless we agree and the applicable fee is paid
- c. You will not be entitled to be carried on a Flight unless you have presented a valid Ticket to us containing:
  1. the Flight Coupon for that Flight
  2. all other unused Flight Coupons and
  3. the Passenger Coupon
- d. You will not be entitled to be carried on a Flight if the Ticket you have presented is spoiled, torn or damaged or if it has been altered or tampered with unless we or your Ticket Issuer has made the alteration.
- e. A Ticket is a valuable document and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.
- f. Some Tickets sold by us or our Authorised Agents, along with ancillary services such as seat selection and extra hold baggage, are non-refundable. Please check your Ticket for further details.

2. Ticket validity period

- a. Unless it says differently on the Ticket, in these Conditions of Carriage or in any Tariffs which apply, a Ticket is valid for travel only from the airport of departure to the airport of destination for the Flight shown on the Ticket.
- b. If you fail to board the aircraft prior to the departure of any Flight for which the Ticket has been issued, unless for any reason beyond our control, your Ticket will be invalid and we shall be under no liability to you.

3. Using Flight Coupons in the right sequence and changes in itinerary

Your Ticket is valid only for the transportation shown on it from the place of departure through any Agreed Stopping Places to the final place of

destination. We will not honour your Ticket and it will no longer be valid if you do not use all the Flight Coupons in the sequence provided in the Ticket.

#### 4. Fares, surcharges, taxes, fees and charges and currency

##### 1. Fares and surcharges

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. Your fare will be calculated in accordance with our tariffs in effect on the date of payment for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the amount to be paid.

##### 2. Taxes, fees and charges

- a. You must pay any taxes, fees and charges imposed on us or on you in connection with your Flight by governments or other authorities, or by operators of airports.
- b. When you buy your Ticket, your Ticket Issuer will tell you about any taxes, fees and charges not included in the fare and they will normally be shown separately on the Ticket.
- c. Taxes, fees and charges imposed by governments change constantly and can be imposed or altered after the date of issue of your Ticket. If they change or if a new tax, fee or charge is imposed by government after your Ticket has been issued, you will have to pay any increase. Similarly, if any taxes, fees or charges imposed by government you pay when the Ticket is issued to you are then abolished or reduced, you will be entitled to claim a refund.

##### 3. Currency

You must pay the fare and any taxes, fees, charges and surcharges in the currency of the country in which the Ticket is issued, unless we or the Ticket Issuer says at or before the time you pay that you must use another currency at or before the time you make your payment

#### 5. Reservations

We or our Authorised Agents will record your reservation(s). Upon receipt we or our Authorised Agent will provide you with electronic confirmation of your reservation(s). Certain fares have conditions which limit or exclude your right to change of cancel reservations.

##### 1. Ticketing time limits

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent, we may cancel your reservation.

##### 2. Personal Data

You agree that personal data given to us or our Authorised Agent by you may be used for the purpose of:

- Making a reservation
- obtaining ancillary services

- providing you with your transportation and any related services and facilities
- accounting and billing
- statistical analysis
- developing services
- facilitating immigration and entry procedures
- customer relations
- Communicating with you 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, carriers or the providers of the above-mentioned services.

Please see the Emerald Privacy Statement for full details of how we use and protect your personal data.

### 3. Seating

We will try to honour advance seating requests. We cannot guarantee that you will be able to sit in any particular seat. We reserve the right to change your seat at any time, even after you have boarded the aircraft, as we may need to do this for operational, safety or security reasons.

## 6. Check-in and boarding

### 1. You must check-in by the Check-In Deadline

You must have completed the check-in process sufficiently in advance of Flight departure to permit completion of any government formalities and departure procedures, and not later than any minimum time specified by us or the Ticket Issuer. If you do not complete the check-in process by the Check-In Deadline, we may refuse to allow you to board the aircraft and refuse to carry you. By completing the check-in process we mean that you have received your Boarding Pass for your Flight.

If You are checking in any baggage at our check in desks or our bag drop desks you must do so by no later than the minimum time specified by us or the Ticket issuer.

### 2. You must arrive at the boarding gate on time

You must be present at the designated boarding gate for your Flight not later than the time you are given when you check-in.

### 3. We are not liable if you fail to meet deadlines

We will not be liable to you for any loss or expense you suffer if you fail to meet Check-In Deadlines, fail to present yourself for check-in on time (if we tell you a time) or fail to be at the boarding gate on time.

### 4. You are required to provide such valid identification for all Flights as we may specify from time to time.

## 7. Our right to refuse to carry you or to ban you from travel

## 1. Our right to refuse to carry you

We may decide to refuse to carry you or your Baggage if one or more of the following has happened or we reasonably believe may happen:

- a. if carrying you or your Baggage may put the safety of the aircraft or the safety, health, comfort or convenience of any person in the aircraft in danger;
- b. if your mental or physical state or health, including your impairment through alcohol or drugs, is a danger or risk to you, the aircraft or any person in it or any property;
- c. if you have refused to allow a security check to be carried out on you or your Baggage;
- d. if you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security;
- e. if you have used threatening, abusive or insulting words or behaved in a threatening, abusive, insulting or disorderly way towards a member of ground staff or another Passenger or a member of the crew of the aircraft;
- f. if you have deliberately interfered with a member of the crew of the aircraft carrying out their duties;
- g. if you have put the safety of either the aircraft or any person in it in danger;
- h. if you have committed a criminal offence during the check-in or boarding processes or on board the aircraft;
- i. if you have not, or do not appear to have, valid travel documents or if you try to enter a country for which your travel documents are not valid or if the immigration authority for the country you are travelling to, or for a country in which you have a Stopover, has told us (either orally or in writing) that it has decided not to allow you to enter that country, even if you have, or appear to have, valid travel documents;
- j. if you destroy your travel documents during the Flight or if you have refused to allow us to photocopy your travel documents or if you have refused to give your travel documents to a member of the crew of the aircraft, when we have, or the crew member has, asked you to do so;
- k. if you ask the relevant government authorities for permission to enter a country in which you have landed as a transit Passenger;
- l. if carrying you would break government laws, Regulations, or orders;
- m. if you have not presented a valid Ticket or if you have presented a Ticket acquired illegally or if you have presented a Ticket which has been purchased from an entity other than the Ticket Issuer or which has been reported as being lost or stolen or is a counterfeit or has been altered other than by the Ticket Issuer or which has been spoiled, torn, damaged or tampered with or if you cannot prove that you are the person named in the Ticket;
- n. if we are requested to do so by the Ticket Issuer; or
- o. if you have behaved in any of the ways mentioned above or any of the circumstances mentioned above has occurred in relation to you, on or

in connection with a previous Flight and we believe you may repeat this behaviour or such circumstances may be repeated.

2. **Consequences of refusal to carry or removal of Passenger**

If we have, in the exercise of our reasonable discretion, refused to carry you, or removed you en route, for any of the reasons mentioned in Article 7.1, then we may cancel any remaining unused portion of the Ticket. You will not be entitled to further carriage or to any refund with respect to any of the sectors covered by the Ticket and we will not be liable for any consequential loss or Damage alleged due to any such refusal to carry or removal en route. You will indemnify us in full against any losses arising from the refusal of carriage or removal.

## 8. **Baggage**

For further detail in relation to terms and conditions with regard to Baggage please see the Baggage Information pages on [aerlingus.com](http://aerlingus.com).

1. **Your free Baggage allowance**

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

2. **Excess Baggage**

You will be required to pay a charge for the carriage of Checked Baggage in excess of your personal Checked Baggage allowance and for any sport equipment, musical instruments and certain other items which we may elect to carry, all subject to our rates, conditions and limitations. These rates are available upon request from us or our Authorised Agents.

3. **Items you must not carry in your Baggage**

- a. You must not carry the following items in your Baggage (whether as Checked Baggage or Unchecked Baggage).
  1. Items which are prohibited from being carried by the applicable laws, Regulations or orders of any state to be flown from, to or over.
  2. Items likely to put the aircraft or people or property on board the aircraft in danger. These include the items specified in the 'International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air' and the 'International Air Transport Association (IATA) Dangerous Goods Regulations'.
  3. Items which we reasonably consider unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or character. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used.
  4. Objects which we deem unsuitable for carriage in the aircraft hold (such as delicate but small musical instruments, wedding dresses, hat boxes, etc.), may nevertheless be accepted for carriage in the cabin if they can be safely and conveniently

secured into an extra seat which you have purchased for the specific purpose of same.

5. Firearms and ammunition of any kind are prohibited from carriage as Baggage.
  - b. You must not include in your Checked Baggage fragile or perishable items or items of special value such as money, credit cards, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents or passports and other identification documents.
  - c. No liability for loss or Damage. If, despite being prohibited, any items referred to in Articles 8.3 are included in your Checked or Unchecked Baggage, as set out above, we shall not be responsible for any loss or Damage to such items.
4. **Right to refuse carriage**
  - a. We will refuse to carry as Baggage the items described in Article 8.3 above and we may refuse further carriage of any such items and possibly of you upon discovery.
  - b. We may refuse to carry as Baggage any item unless it is in our opinion properly and securely packed in suitable containers. Information about acceptable packing and containers is available upon request.
5. **Our right to search, screen and x-ray you and your Baggage**

For reasons of safety and security, we or our agents may ask to search and screen you and search, screen or x-ray your Baggage. We will always try to search, screen or x-ray your Baggage when you are present. However, if you are not available, we may search your Baggage in your absence. For the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Article 8.3 a or 8.4.b. If you do not allow us to carry out the necessary safety and security searches, screening and x-rays, we may refuse to carry you and your Baggage. 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.
6. **Checked Baggage (Baggage Checked into the hold)**
  - a. You must put your name and address on each item of your Checked Baggage.
  - b. When you check-in your Checked Baggage, we will give you a Baggage Identification Tag for each piece.
  - c. 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. If we carry your Checked Baggage on another Flight we will deliver it to you, unless the law says you must be present for customs clearance.
7. **Unchecked Baggage (Baggage you carry on to the aircraft)**
  - a. We set maximum dimensions and weights for Unchecked Baggage, which must fit under the seat in front of you or fit in an enclosed storage compartment in the cabin of the aircraft.

- b. If your Unchecked Baggage is larger or heavier than the maximum dimensions or weights or does not fit under the seat in front of you or in an enclosed storage compartment or we decide it is not safe, you must check it in as Checked Baggage. When You hand over baggage to be carried in the hold as checked baggage we will give you a baggage identification tag for each piece of your checked baggage.
- c. You may carry electronic cigarettes on board but are strictly forbidden to use electronic cigarettes or any other type of cigarette on board the aircraft.
- d. You may carry “smart” bags (bags which contain lithium batteries within them to enable the user to track and weigh their bag and to charge items from the USB port) as cabin baggage provided you remove the lithium battery before placing it in the overhead locker. The battery must remain with you at all times.

## 8.

- a. If you have an item of Baggage (such as a musical instrument) larger or heavier than the maximum dimensions and weights for Unchecked Baggage but unsuitable to be carried as Checked Baggage, we will carry it in the aircraft cabin if you have given us notice in advance and we have granted permission. You may have to pay a separate charge for this service.

## 9. Collecting and delivering Checked Baggage

- a. 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, you will be responsible for any loss or damage caused as a result and we may charge you a storage fee. If you do not claim your Checked Baggage within three months from the date we make it available, we may dispose of it without any liability and without charging you a storage fee.
- b. Only the person with the Baggage Identification Tag and, if one has been issued, the Baggage Check can claim a piece of Checked Baggage.
- c. If a person claiming a piece of Checked Baggage cannot produce the Baggage Identification Tag and, if one has been issued, the Baggage Check, we will deliver the Baggage to him/her only if he/she can prove to our satisfaction that the Baggage is his/hers.

## 10. Human Remains

Human remains will not be accepted for carriage.

The carriage of human ashes is accepted subject to our Regulations. A copy of the death certificate and cremation certificate should accompany the ashes, which must be securely packaged in an appropriate vessel and contained within the passenger’s hand baggage. Our Authorised Agents must be advised that ashes are accompanying the passenger upon check in.

## 11. Animals

We only accept domestic cats and dogs for carriage on operating Flights between Ireland and the United Kingdom and the United Kingdom and Ireland, with the exception of Flights to and from Jersey. We will only agree to do so with your acknowledgment that there may be risks to the health or welfare of your animal which may be caused by the reaction of your animal to flying. Your acknowledgement of this is confirmed by booking and presenting your animal for a Flight. Our agreement to carry your animal is subject to there being available space to do so in the aircraft and accordingly we reserve the right to refuse to carry your animal up to and including the scheduled departure time.

If we agree to carry your animal(s) they will be carried subject to the following conditions:

- a. You must ensure that the animals are presented for carriage in the owners individual crate, which is escape-proof, leak-proof and of sufficient size to allow the animal to stand up, turn around and lie down fully stretched. The maximum dimensions permitted on a Emerald Airlines aircraft are (53cm High) (56cm Wide) (127cm Long) the animal must be accompanied by valid health and vaccination certificates, entry permits, and other documents required by authorities of the countries of departure, entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.
- b. We will not accept the following animals for travel
  - Puppies or Kittens under 10 weeks old.
  - An animal that is more than 6 weeks pregnant
  - An animal that has been sedated
  - The following breeds of dog (Including cross-breeds): Boxer dogs, Snub-nosed dogs, American Pit Bulls, Pit Bull Terriers, Japanese Tosas, Fila Brazilerios, Togo Argentinos, all Bull dogs Pugs, Pekinese.
- c. 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.
- d. Guide dogs or Assistance dogs accompanying passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to Regulations specified by us, which are available on request. All Guide or Assistance dogs must be registered.
- e. Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.
- f. We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and your request to us to carry your animal is subject to your

agreement that you or the person carrying the animal will reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

## 9. Schedules, delays, cancellations and denied boarding compensation

### 1. Schedules

At the time of making your booking the Ticket Issuer should inform you about the scheduled departure time of your Flight and it will be shown on your Ticket or Itinerary/Receipt. We do not guarantee these Flight times and they do not form part of your Contract of Carriage. We may need to change the scheduled departure time or scheduled departure terminal of your Flight after your Ticket has been handed over or sent to you. If you give the Ticket Issuer your contact information, the Ticket Issuer will try to let you know about any changes.

### 2. Remedies for delays, denied boarding and cancellations

9.2.1 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.

9.2.2 Except as otherwise provided by the applicable law, and subject as provided in Article 9.2.3, if we cancel a Flight, delay a Flight by five hours or more, fail to stop at your destination or Stopover destination, or cause you to miss a Connecting Flight on which you hold a confirmed reservation, we shall, at your option, either:

9.2.2.1 carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge in the class of service for which you have paid the fare and, where necessary, extend the validity of your Ticket; or

9.2.2.2 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 will refund the difference; or

9.2.2.3 give, or obtain for you, a refund

9.2.3 Upon the occurrence of any of the events set out in Article 9.2.2, except as otherwise provided by the Convention, the options outlined in Article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you. Notwithstanding the foregoing, we shall not be liable to you for any loss or damage occasioned by the occurrence of any of the events set out in Article 9.2.2 and the remedies mentioned in Article 9.2.2 will be available to you at our discretion, if we

have taken all reasonably necessary measures to avoid the damage or it was impossible for us to take such measures.

9.2.5 If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy. This will not apply if you fail to meet the check-in and boarding requirements in Article 6 or if we exercise our right to refuse to carry you under Article 7.

If you wish to make a claim against us under EC Regulation 261/2004, you must

- a. Submit your claim for compensation directly to us and allow us 28 days or such time as prescribed by applicable law (whichever is the lesser) to respond directly to your claim before you engage a third party to make a claim on your behalf. You can make a claim by writing to us at Emerald Airlines, Hanger 5, Dublin Airport, K67 XK66 or emailing [hello@emeraldairlines.com](mailto:hello@emeraldairlines.com)
- b. Except as set out in Article 9.2, you must not request a third party to make a claim on your behalf before you have contacted us directly and given us time to respond, and we will not address claims submitted by anyone on your behalf unless you have done this.
- c. Except as set out in Article 9.2, we will in no circumstances address claims submitted on your behalf by a third party unless the claim is accompanied by your written authorisation to the third party to act on your behalf.

## 10. Special Assistance

We encourage passengers with reduced mobility or a disability that require assistance during travel to contact our special assistance team at least 48 hours in advance of their date of travel to advise of their assistance requirements. We will make all necessary arrangements and ensure all information is passed to relevant third parties. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

Passengers requiring medication for any condition must ensure that they keep sufficient amounts upon their person for the duration of each Flight in case it is required at any time. With appropriate notification the relevant Airport Authorities will provide wheelchair facilities free of charge to any passengers requiring assistance.

We do not accept reservations for unaccompanied children under 12 years of age for travel on our scheduled services.

## 11. Behaviour on board the aircraft

### 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 any other Passenger(s) or member(s) of 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.

### 2. Payment of diversion costs

If, as a result of conduct as described in Article 11.1, we decide to divert the aircraft for the purpose of offloading you, you must pay all costs resulting from that diversion.

### 3. Electronic devices

For safety reasons, we may forbid 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 radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## 12. Administrative formalities

### 1. General

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

### 2. Travel documents

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

### 3. Refusal of entry

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

### 4. Passenger responsible 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 laws, Regulations, orders, demands or other travel requirements of the countries concerned or to produce the

required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your Ticket, or any of your funds in our possession.

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.

6. **Security inspection**

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

### 13. Liability for damage

1. These Conditions of Carriage govern our liability to you. The Conditions of Carriage of each other carrier involved in your Journey govern its liability to you. Other carriers may have lower limits of liability.

2. **Applicable laws**

Our liability for the carriage of Passengers and Baggage is governed by:

- a. the Convention, to the extent that it applies, and
- b. applicable EC Regulations and
- c. to the extent not inconsistent with the above, applicable national laws.

3. Our liability for the death wounding or other bodily injury of Passengers

- a. Our liability for proved Damages sustained in the event of death, wounding or any other bodily injury by a Passenger in the event of an accident onboard the aircraft or in the course of embarking or disembarking, shall not be subject to any financial limit.
- b. For any Damages up to and including the sum of the equivalent of 128,821 SDRs, we shall not exclude or limit our liability.
- c. Notwithstanding the provisions of Article 13, if we prove that the Damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger or of the person claiming compensation we may be exonerated wholly or partly from our liability in accordance with applicable laws.
- d. To the extent that Damages under this Article may potentially exceed the equivalent of 128,821 SDRs they will be reduced accordingly if we prove that the Damage was not due to the negligence or other wrongful act or omission of us or our agents or that the Damage was solely due to the negligence or other wrongful act or omission of a third party.
- e. We shall, without delay and in any event not later than 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 proportionate to the hardship suffered. Such advance payment shall not be less than the equivalent of 16,000 SDRs per Passenger in the event of death. An

advance payment shall not constitute recognition of our liability and may be offset against any subsequent sums paid on the basis of our liability. An advance payment is not returnable, except in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the Damage by negligence or was not the person entitled to compensation.

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

#### 4. Our liability for Damage to Baggage

- a. We are not liable for Damage to Unchecked Baggage unless the Damage was caused by our negligence or the negligence of our agents.
- b. Our liability for Damage to your Checked Baggage, including Damage caused by delay, is limited by the Convention to the equivalent of 1,288 SDRs except where you prove that the Damage resulted from an act or omission by us or our agents carried out either with the intention of causing Damage or recklessly and with knowledge that Damage would probably result, and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment.

In accordance with the Convention and EC Regulation 889/2002 amending EC Regulation 2027/97 we are liable for Damages caused by loss or delay of, or damage to Checked Baggage upon condition only that the event which caused the Damage took place on board the aircraft or during any period which we had custody of the Checked Baggage.

- c. We are not liable for Damage to Checked Baggage, if and to the extent that the Damage to such Baggage results from the nature or an inherent defect, or vice of the Baggage. We are not liable for Damage to Baggage caused by delay if we prove that we or our agents took all reasonable measures to avoid the Damage or that it was impossible for us or our agents to take such measures.
- d. We are not liable for any Damage caused by your Baggage. You are responsible for any Damage caused by your Baggage to other people and property, including our property.
- e. We are not liable in any way whatever for Damage to items which you include in your Checked or Unchecked Baggage although you are forbidden from including them under Article 8.3, including fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, or passports and other identification documents.
- f. We are not liable in any way whatever for Damage to items which you include in your Unchecked Baggage although you are forbidden from including them under Article 8.3.

#### 5. General

- a. We are not liable for any Damage arising from the fact that we have obeyed laws or government rules and Regulations or you have not obeyed laws or government rules and Regulations.
- b. Except where these Conditions of Carriage say differently, we are liable to you only for compensatory Damages which you are entitled to recover for proven losses and costs under the Convention.
- c. Our contract of carriage with you (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. As a result, the total amount you can recover from us and our agents, servants, employees and representatives will not be more than the total amount of our own liability, if any.
- d. Unless we say otherwise, nothing in these Conditions of Carriage gives up any exclusion or limitation of liability to which we are entitled under the Convention or any laws which may apply.
- e. Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

## 14. Time limitations on claims and actions and Claims Procedures

1. Notice of claims
  - a. Acceptance of Baggage by you as 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.
  - b. 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 in the event of damage to or destruction of Checked Baggage at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.
2. Limitations of action  
Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination; or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.
3. Passengers must submit claims directly to us and allow us 28 days or such time as prescribed by applicable law (whichever is the lesser) to respond directly to them before engaging third parties to claim on their behalf.

4. We will not process claims submitted by a third party if the passenger concerned has not submitted the claim directly to us and allowed us time to respond, in accordance with Article 14.3 above
5. Articles 14.3 and 14.4 above will not apply to passengers who do not have the capacity to submit claims themselves. The legal guardian of a passenger who lacks capacity may submit a claim to us on their behalf. We may request evidence that the legal guardian has authority to submit a claim on the passenger's behalf
6. A passenger may submit a claim to us on behalf of other passengers on the same booking. We may request evidence that the passenger has the consent of other passengers on the booking to submit a claim on their behalf.
7. In any event, save for Article 14.3 and 14.4 above, we will not process claims submitted by a third party unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third party to act on behalf of the passenger.
8. Passengers are not prohibited by this clause from consulting legal or other third party advisers before submitting their claim directly to us.
9. Article 20 shall not apply regarding any claim under EU Regulation 261/2004 where you are in compliance with Articles 14.3 to 14.5 of these Terms & Conditions of Carriage.

#### **15. 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 may concern among other things: the carriage of unaccompanied minors, pregnant women, Passengers with limited mobility and sick Passengers; restrictions on use of electronic devices and items and the onboard consumption of alcoholic beverages.

#### **16. Interpretation**

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

#### **17. Choice of law jurisdiction**

Unless otherwise provided by the Convention or any applicable law, Government Regulations, orders or requirements, these Conditions of Carriage and any carriage which we agree to provide you with (in respect of yourself and/or your Baggage) shall be governed by the laws of Ireland and any dispute between you and us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the Courts of Ireland.

#### **18. Assignment**

The assignment of any right to compensation, damages or refund against us shall only be valid where the right is assigned to natural persons that are registered in your Flight booking as additional customers and/or, if you are a member of a travel group, to other customers of this travel group and/or, where the customer is a minor or otherwise not legally competent, to their guardians. In all other cases the assignment of any right to compensation, damages or refund against us to third

parties shall be invalid. This prohibition of assignment does not apply where assignment or subrogation of the claim is required by law.

## 19. Fraud

1. Payments must be authorised by the cardholder named in the booking. We withhold the right to cancel your booking without prior notice if we reasonably suspect that you or the cardholder are associated with any kind of fraudulent activity in respect of any Flights
2. You cannot provide, when questioned, contact information for the cardholder so that we may carry out security checks;
3. The cardholder did not authorise the payment and claims that the booking is fraudulent;
4. There has been previous fraudulent activity/chargebacks by you or the cardholder;
5. Information given while booking is erroneous/inadequate/inconsistent/linked to fraudulent behaviour; or
6. There have been multiple payment attempts with inconsistent data entered
7. The above suspicion / presumptions are rebuttable
8. If we reasonably suspect that you have engaged in any fraudulent activity as set out in Article 19.1 above, we may refuse to conclude a contract of carriage with you or your baggage in line with Article 7 above.
9. To comply with new EU regulatory requirements to reduce fraud and increase security of your online payment transactions, from 14 September 2019 you will be required to provide additional payment authentication details at the payment stage to approve your online payment (Strong Customer Authentication). For more information, please contact your card-issuing bank.

## 20. Carriage of disabled persons and persons with reduced mobility

(Notice Pursuant to EC Regulation 1107/2006: Carriage of Disabled Persons and Persons with Reduced Mobility)

We are committed to accommodate Disabled Persons and Persons with Reduced Mobility on board our Flights. Transport limitations which may apply are due to applicable safety Regulations and may be dictated by factors such as aircraft type or cabin configuration, load factor or number or categories of disabled and reduced mobility passengers, which should not exceed the number of passengers capable of assisting them in case of an emergency evacuation, any other factor(s) or circumstances impacting on the application of emergency procedures by the operating crew members. In very exceptional cases, we may be required to deny you boarding, if this would constitute a risk to our other customers, the crew or yourself. Our team, however, will evaluate your particular situation in an effort to accommodate your needs as best as possible and advise you about any transport limitations that may apply to your specific case.

