

# General Conditions of Carriage of Helvetic Airways AG (GCC)

Helvetic Airways AG, Postfach 250, 8058 Zurich Airport (hereinafter referred to as HELVETIC) provides Carriage on aircraft under the brand name of HELVETIC.

The contract of carriage is made between HELVETIC and the passenger.

1. **Contents**
2. **Applicability**
3. **Transport conditions / Termination conditions**
4. **Fares, taxes, fees and charges**
5. **Reservations**
6. **Meals / Beverages**
7. **Non-smoking flights**
8. **Check-in and boarding**
9. **Refusal and limitation of carriage**
10. **Baggage**
11. **Conduct aboard aircraft**
12. **Cancellation, Non-conveyance/Overbooking and Delays**
13. **General liability**
14. **Liability for personal damage or injury**
15. **Liability for baggage damage, loss and delay**
16. **Time limitation on claims and demands for compensation**
17. **Amendments**
18. **Court of jurisdiction / applicable law**
19. **Invalidity of single clauses**
20. **Other regulations**
21. **Interpretation**

## 2. Applicability

### General

These Conditions of Carriage are valid for all carriage of passengers and baggage, including the connected services, by HELVETIC or its agents.

HELVETIC reserves the right to transfer the execution of its carriage services, partially or completely, to a third party/agent in so far the safety standards concur with the standards of HELVETIC and the flight is carried out by a company of comparatively equal value. HELVETIC may change the aircraft type or the flight number.

These Conditions of Carriage are valid, except when otherwise stipulated, also for free carriage. Agreements which deviate from these Conditions of Carriage could especially appear on the ticket or the voucher for tickets. The limitations noted on the tickets or vouchers have precedence over the Conditions of Carriage in all cases.

### Charter flights

Should the passenger be travelling as the result of a charter flight agreement, these Conditions of Carriage apply only to the extent that they are incorporated by reference or otherwise on the ticket or by the charter agreement.

## **Overriding Law / Conventions**

These Conditions of Carriage are applicable unless they are inconsistent with the Tariffs of HELVETIC or the applicable law; in which event such Tariffs or laws shall prevail.

By "Convention", depending on the use, one of the following legal foundations is meant:

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

## **Precedence of conditions**

Should there be any disagreement between these Conditions of Carriage and other contractual terms of HELVETIC, these Conditions of Carriage have precedence as long as these terms do not expressly state otherwise. Should any provision of these Conditions of Carriage be invalid under the applicable law, the other provisions shall nevertheless remain valid.

## **3. Transport conditions / Termination conditions**

### **General**

The Carriage is limited to contractual flights of HELVETIC between two destinations, however not to any possible connections to other aviation companies. No guarantee will be given regarding the catching of such connections.

Carriage by HELVETIC takes place only upon the timely presentation of complete, valid travel documents at check-in including the presentation of the booking number with a valid ID card/passport for each passenger. Should this requirement not be fulfilled, the carriage of the passenger may be refused.

Each passenger has the personal responsibility, upon beginning their trip, for carrying with him/her the valid and complete travel documents, carriage documents and identification papers that correspond with the agreements for each destination. The same is valid for the carriage of necessary documents such as doctor's statement, vaccination certificates, and so on – this also applies to any animals travelling with the passenger. HELVETIC can refuse carriage if the necessary documents are not able to be presented or are invalid. In this case HELVETIC rejects all liability claims.

If a passenger is denied entry into any country, the passenger will be responsible to pay any resulting fine or charges levied against HELVETIC, as well as the cost of transporting the passenger from that country. In this case, the fare collected for carriage to the point of denied entry will not be refunded by HELVETIC.

If HELVETIC is required to pay any fines or penalties, or should HELVETIC incur miscellaneous costs arising from the passenger's failure to comply with the laws, regulations or decrees of a country, the passenger must reimburse HELVETIC on demand any amount so paid or expenditure so incurred. HELVETIC may apply towards such payment or expenditure the value of any unused carriage on the passenger's Ticket or any other credit the passenger may have with HELVETIC.

The responsible pilot has the right at any time, to carry out all necessary security measures for a pending flight. In this respect, he has full authority to decide in matters regarding passenger allocation, loading and distribution, tying down and unloading of the baggage carried. He makes all decisions, if and in which form the flight will be carried out. This is also valid, if the behaviour, condition or the mental and physical state of a passenger is such that supererogatory support by the flight attendants was necessary or that it could be feared that the security of the flight would be affected.

### **Right of withdrawal**

HELVETIC can abandon the flight and withdraw from the contract if the carrying out of the flight will be considerably hindered, endangered or impaired by Force Majeure that were unknown at the time of the booking like war, terrorist turmoil or natural catastrophe.

HELVETIC is furthermore entitled to withdraw from the contract if, at the time of the booking, it were unforeseeable that the carrying out of its flight would be considerably hindered, impaired or impossible due to circumstances out of HELVETIC's control like work stoppage (strike) of the flight security, strike at the airport (also strikes involving service providers like e.g. fuel suppliers, clearance agents, etc.) or due to governmental order that are not under HELVETIC's control (e.g. landing and transit prohibitions).

### **Notification of flight plan changes**

The flight times given in the flight plans could change between the date of announcement and the travel date. HELVETIC can not guarantee the flight times and they form no part of the Carriage Contract between HELVETIC and the passenger.

Before HELVETIC accepts the booking, the passenger is informed of flight times that are valid at that time. These times are also noted on the booking confirmation.

Insofar the corresponding information about the passenger (correct address and/or correct telephone number) have been given to HELVETIC at the time of booking, HELVETIC will aim to inform the passenger of flight plan changes as soon as possible. If HELVETIC undertakes an essential change of the flight plan after the Ticket has been sold and the passenger is unable to take this or another alternative HELVETIC flight, then HELVETIC will refund the price of the flight paid.

### **Liability for damages**

In the case of not carrying out the carriage or because of delay, HELVETIC indemnifies the affected passengers in agreement with the applicable law. Rebooking to another airline is excluded.

If, owing to overbooking, HELVETIC is unable to keep to a confirmed reservation, HELVETIC will indemnify the affected passengers in accordance with the applicable law and the terms for overbooking (Article 12).

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

### **General**

The fares confirmed with the booking apply only for carriage from the departure airport to the destination airport, unless otherwise expressly stated. Fares do not include ground transport service between airports, or between airports and town terminals.

Applicable taxes, fees and charges imposed by government or other authority, or by airport operators, shall be payable by the passenger. At the time the Ticket is purchased, he will be advised of the taxes, fees and charges not included in the fare, usually shown separately on the Ticket. These 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 booking confirmation, the passenger will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, the passenger will be obliged to pay it. On the other hand, in the event that any taxes, fees or charges that have been paid at Ticket issuance are abolished or reduced, he will be entitled to claim a refund if the government or other authority, that raised the taxes or fees, in turn also affords HELVETIC a corresponding refund. HELVETIC can also include the taxes, fees and charges as an all-

inclusive amount. In this case, should changes occur, neither additional demands on the passenger nor refunds to the same will take place, excepting when one or more of the amounts have been declared by amount in the booking.

The flight fare as well as the taxes and fees are payable when booking. In some countries, if applicable tax and miscellaneous fees imposed by governments or airport operators could be demanded of the passenger on site. These are not included in the fare and the passenger is additionally obliged to pay them.

### **Right to price adjustment**

HELVETIC reserves the right to amend the confirmed price of the booking in the case where there is an introduction or an increase of the charges (by government agency or contracted company) for particular services, whose calculation is carried out per passenger or flight, as well as in the case of considerable and unpredicted increases in fuel costs. These increases in costs will be directly passed on to the passengers, per passenger and/or seating place respectively, insofar the time between contract closure and the arranged flight is more than two months.

In the case of a subsequent change in the flight price, HELVETIC must immediately, at the latest 21 days before departure, inform the passenger in writing of the change. Should the price increase be more than 5%, the passenger has the right to withdraw from the contract without payment of fees. Any passenger wishing to do so, must do so immediately upon being informed by HELVETIC regarding the price increase.

### **Currency**

Fares, taxes, fees and charges are to be paid in Swiss Francs (hereinafter referred to as CHF), unless another currency is accepted by HELVETIC or an authorised representative at the time or before payment is made.

## **5. Reservations**

### **General**

The booking of the flight can be carried out by telephone or in person with HELVETIC or an authorised agent or electronically via Internet. For economy and viva! Saver an additional booking fee of CHF 15.00 per segment and passenger applies to all bookings carried out over a call centre or at a HELVETIC ticket sales counter as well as a telephone charge. viva! clients can book free of charge, also via Service Center.

The latest booking time, when there is still capacity available, is one hour before departure time. Reservations can be accepted at the HELVETIC ticket sales counter until the deadline has been reached.

No paper ticket will be issued or sent. The passenger is given a booking confirmation with a booking number upon booking his flight. The passenger is only entitled to Carriage on a flight if he can satisfactorily prove his identity and presents the booking confirmation including the booking number which has been issued in his name.

Should the booking number in accordance with the booking confirmation and the corresponding passport / identification be presented by a person other than the person entitled with the right to carriage or refund, HELVETIC is not liable towards the entitled person if the carriage is carried out in good faith or money is refunded to the person presenting the booking.

### **Personal data**

The passenger recognises that personal data have been given to HELVETIC for the purposes of: making a reservation, purchasing a Ticket and other services the passenger has chosen, developing and providing services, facilitating immigration and entry procedures, and making the passenger's travel data which the passenger provided available to the relevant authorities. For these purposes, the passenger authorises us to retain and use such data and to pass them on to our own offices, Authorised Agents, authorities, other Carriers or the providers of the above-mentioned services.

HELVETIC has the right to pass a passenger's personal details to third parties if the passenger's conduct causes damage or injury to other passengers.

## Seating

The seating is allotted when checking-in. The passenger can state his seating wish at this time. Arriving early for departure enables the passenger to choose following the principle of "First come, first served".

## Changes to bookings

A change in the booking exists if the passenger requests that the flight time and/or passenger name is changed before the booked departure date. The following booking changes are possible on flights with HELVETIC:

Online rebooking:

| <b><i>Change viva!</i></b> | <i>Charge</i>   | <i>Possible until</i>   |
|----------------------------|---|-------------------------|
| Name change                | Free of charge in same bookingclass, any price differences have to be paid. | 2 hrs. before departure |
| Flight changes             | Free of charge in same bookingclass, any price differences have to be paid. | 2 hrs. before departure |

| <b><i>Change Economy &amp; viva! Saver</i></b> | <i>Charge</i>   | <i>Possible until</i>   |
|--|---|-------------------------|
| Name change                                    | CHF 35.00 per segment and passenger excluding any other price differences per segment and passenger | 2 hrs. before departure |
| Flight changes                                 | CHF 35.00 excluding any other price differences per segment and passenger                           | 2 hrs. before departure |

Rebooking through the call centre or at the HELVETIC ticket sales counter

| <b><i>Change viva!</i></b> | <i>Charge</i>   | <i>Possible until</i>   |
|----------------------------|---|-------------------------|
| Name change                | Free of charge in same bookingclass, any price differences have to be paid. | 2 hrs. before departure |
| Flight changes             | Free of charge in same bookingclass, any price differences have to be paid. | 2 hrs. before departure |

| <b><i>Change Economy &amp; viva! Saver</i></b> | <i>Charge</i>   | <i>Possible until</i>   |
|--|---|-------------------------|
| Name change                                    | CHF 50.00 per segment and passenger excluding any other price differences per segment and passenger | 2 hrs. before departure |
| Flight changes                                 | CHF 50.00 excluding any other price differences per segment and passenger                           | 2 hrs. before departure |

A change of the flight destination is possible. Rebooking is only possible in connection with free seating capacity. A change in the booking at the destination for a further or return flight is only possible if it is legally allowed in the respective country. All compensation for unused flight sections is excluded.

Rebooking can be carried out online on the website [www.helvetic.com](http://www.helvetic.com) or by telephone, for economy and viva! Saver upon payment of an additional fee which is debited from a valid, accepted credit card at the same time as the rebooking. viva! clients can rebook without any additional charge, also via Service Center. The difference between the paid fare and the fare valid at the time of the rebooking must be paid additionally.

When rebooking to a flight that is a lower price class than that originally booked, there is no refund of the price difference.

## **6. Meals / Beverages**

A large selection of sandwiches, snacks and drinks is available for purchase on all flights operated by HELVETIC. Possibly not all articles will be in stock. As a rule, there are vegetarian meals available; however other special wishes like e.g. diabetic food cannot be taken into consideration.

It is forbidden for passengers to consume alcoholic beverages during the flight that they have brought on board with them.

## **7. Non-smoking flights**

All HELVETIC flights are non-smoking flights.

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

Check-in Deadline refers to the fixed time limit given by HELVETIC, by which time the passenger must have completed the check-in formalities and received the boarding documents.

The Check-in Deadline is different at every airport. HELVETIC therefore recommends, in accordance with the existing regulations, to arrive for checking-in 2 hours before the booked departure time. The respective valid Check-in Deadlines are available for viewing on the Internet and can be obtained from HELVETIC or their authorized representatives.

Check-in is only possible on the day of departure. HELVETIC offers no "Return Check-in" or "Self Service Check-in".

HELVETIC reserves the right to cancel the seating reservation and or the booking of the passenger if the passenger fails to keep to the given Check-in Deadline. A refund of the Ticket price is excluded. HELVETIC is not liable for any loss or expense incurred, which is caused solely by the passenger failing to comply with the provisions of this Article.

## **9. Refusal and limitation of carriage**

### **Right to refuse carriage**

HELVETIC may, through reasonable exercise of our discretion, refuse to carry a passenger or the passenger's Baggage if HELVETIC has given the passenger written notice in advance that HELVETIC will not carry the passenger on its flights after a particular date. In such cases the passenger will be entitled to a refund.

HELVETIC may also refuse the carriage or further carriage of a passenger or the passenger's Baggage on its flights, or prematurely stop the carriage, if one or more of the following conditions is met or could in HELVETIC's reasonable judgment be met:

- a) The carriage would be a violation of any applicable laws, regulations, or orders of any state to be flown from, into or over;
- b) the carriage would endanger the safety, security, health or well-being of other passengers or the crew or would be an unacceptable burden for the same;

- c) the passenger's mental or physical state, including the influence of alcohol or drugs, presents a hazard or risk to the passenger's self, to other passengers, to the crew or to property;
- d) the passenger has refused to submit to a security check of the passenger's self or Baggage;
- e) the applicable fare, taxes, charges or fees have not been paid;
- f) the passenger does not have valid travel documents, destroys the travel documents during the flight or refuses to surrender the travel documents to the flight crew, against receipt, if requested;
- g) the passenger either does not give or gives a false booking number or the booking number named is not registered with the presented identification, or the passenger cannot prove that the passenger is the person for whom the booking was made;
- h) the passenger fails to observe HELVETIC's safety or security instructions or other instructions within the scope of HELVETIC's rights;
- i) the passenger is carrying Baggage that is forbidden;
- j) the passenger has already shown misconduct on a previous flight, that led to endangerment of the safety, security or health of other passengers or the flight crew or HELVETIC's property or HELVETIC has banned the passenger.

In such cases, the passenger has no right to claim a refund.

### **Special assistance**

HELVETIC in general provides no accompaniment or supervision and therefore is not liable for the consequences of lack of accompaniment or supervision of special assistance passengers.

Unaccompanied children, persons with disabilities, pregnant women, persons with illnesses or other people requiring special assistance can only be carried if such carriage has been agreed to by HELVETIC in advance. Passengers with disabilities who advised HELVETIC of any special requirements they have when they made their reservation and have been accepted by HELVETIC for carriage may not subsequently be refused carriage on the basis of such disability or these special requirements.

### **Children and adolescents**

To avoid damage to health, newborn infants under 7 days old are not carried on flights.

The carriage of infants (up to 2 years old) must be registered on grounds of security and the number of infants per flight is limited. The age at the time of entering the respective flight is relevant. Infants travel on the lap of their parent/guardian or person accompanying them. They are not entitled to their own seat or free luggage allowance excepting they are travelling on their own, non-discounted booking.

1 baby carriage or children's seat may be carried per infant (up to 2 years old) without payment of an additional fee.

Infants and children up to their 5th birthday are carried only when accompanied by a guardian that has had their 15th birthday. The guardian must be in the position to supervise the child during the entire trip. This includes Check-in, the customs formalities, boarding, etc.

Children between the ages of 5 and 12 years old that are not travelling accompanied by a guardian of at least 15 years of age, are only accepted if they are registered with HELVETIC in advance of the trip (at least 48 hours before departure). The number of unaccompanied children per flight is limited. For unaccompanied children there is a processing charge of CHF 45.00 per segment and child.

Adolescents from 12 years of age (at the time of departure) are counted as adults. HELVETIC provides no accompanying guardian or supervision.

## 10. Baggage

### General

The passenger has a right to free carriage of a specified amount of Baggage. The free baggage limit for checked-in baggage is 20 kg (Maximum dimensions: 203 cm), the limit for hand luggage is 5 kg (Measurements: 55cm x 40cm x 20cm).

Due to limited space and for the passengers' security, for economy passengers only one item of hand luggage per passenger is allowed. viva! clients are allowed to carry two items of hand luggage. Children under 2 years of age, without a right to own seating, have no right for the carriage of hand luggage. Should the hand luggage exceed the maximum weight or be otherwise dangerous, it must be given in to the check-in counter before the Check-in Deadline and be carried by HELVETIC as checked baggage. Should this, together with the checked baggage, exceed the free baggage limit, an excess baggage surcharge must be paid.

Proof of the checked baggage, including weight and number, is carried by the passenger on the baggage tag receipt. The checked-in baggage must carry the name and address of the passenger on the outside as well as the inside of the baggage. An infringement of this regulation can lead to exclusion from liability.

Checked Baggage will, whenever possible, be carried on the same aircraft as the passenger, unless this is not possible for operational reasons. Should this be the case, the passenger's Checked Baggage is carried on a subsequent flight under observation of the security agreements (security check, Baggage identification).

### Right to refusal of carriage

HELVETIC can refuse to accept checked baggage if it is not packed in such a way that secure carriage can be guaranteed. The passenger is responsible for appropriate packing. HELVETIC provides no packing materials at the departure airport. HELVETIC is not liable for any losses caused by theft from checked-in baggage that is not able to be locked and/or closed.

As a basic principle, the passenger may not take as baggage:

- items which are likely to endanger the aircraft or persons or property aboard the aircraft, including those items specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations and HELVETIC's own regulations;
- items whose carriage is prohibited by the applicable laws and regulations of the country of departure or destination;
- items which HELVETIC may reasonably consider to be unsuitable for carriage because of their weight, size or character.

The passenger may not carry weapons of any kind, either on the passenger's person or in the baggage (checked or hand), especially firearms, weapons for cutting or thrusting as well as compressed gas that can be used for defence or attack purposes. The same is valid for munitions and explosive material of all forms. For sports firearms and the corresponding munitions, the existing exception regulations listed under special baggage apply.

The following are allowed for personal use: safety matches and a lighter (if the fuel/ the liquid is completely soaked up by a solid material) and are to be carried on the passenger's person. Lighters with receptacles filled with fuel in a liquid state (except for those with liquid gas), lighter fuel and refilling cartridges are however not allowed, either carried on the passenger's body or in checked or hand baggage. Non-safety (strike anywhere) matches are forbidden in aircraft.

Toy weapons (plastic or metal), catapults, cutlery, razor blades (both safety blades and open blades), commercial toys that could be used as a weapon, knitting needles, large sports' bats, billiard, snooker or pool cues and all other sharp objects or weapons are forbidden in the passenger area inside the aircraft. They may solely be carried in the checked baggage and must be removed from the hand luggage before entering the aircraft. This also applies to nail clippers, nail files, steel combs and

syringes (except for provable medical purposes). In all cases, the named items and/or substances are forbidden in the passenger area inside the aircraft.

Checked Baggage may not include any fragile or perishable items, items with special value like money, jewellery, precious metals, computers, mobile phones or other miscellaneous electronic devices, negotiable papers, securities or other valuables, business documents, samples, passports, house or car keys, car registration or medication.

HELVETIC is not liable for any items that infringe these limitations of carriage if these, despite being prohibited, are deliberately included in baggage and subsequently lost or damaged.

### **Right of search**

For reasons of safety and security, HELVETIC may request that the passenger permit a search and scan of the passenger's person and a search, scan or X-ray of the passenger's Baggage. The passenger's Baggage may also be searched and X-rayed in the passenger's absence. These activities are designed to determine whether the passenger is carrying or the Baggage contains any items prohibited under these conditions or any firearms, ammunition or weapons which have not been properly registered. If the passenger is unwilling to comply with such a request, HELVETIC may refuse to carry the passenger and the passenger's Baggage. Should a search, scan or X-ray cause damage to the passenger or the passenger's Baggage, HELVETIC may not be held liable for such damage unless it is due to gross negligence.

### **Collection and delivery of checked baggage**

The handing over of checked baggage is carried out at the airport noted on the baggage tag receipt. Checked Baggage is required to be collected as soon as it is made available at the destination or stopover. HELVETIC may charge the passenger a storage fee if the passenger's Checked Baggage is not collected within a reasonable time. If the passenger does not collect the Checked Baggage within 3 months of it being made available, HELVETIC may take possession of it without any liability towards the passenger.

HELVETIC does not support a feeder service for baggage from and to the airport. HELVETIC is not liable for the feeder services of third parties.

### **Special / Excess baggage**

The carriage of excess/special baggage (i.e. baggage that is in excess of the free baggage limit and measurements as well as e.g. also sports bags, animals and weapons) is subject to charges. The charges are to be paid in every case before departure, otherwise there is no entitlement to carriage of the baggage.

Excess baggage costs an additional CHF 15.00 / kg per flight segment.

Skis (Skis = one pair of skis, a pair of poles and a pair of shoes), Snowboards (snowboards = a snowboard and a pair of shoes) or sports equipment that is smaller than 150 cm / 59 inches, is carried free of additional charge within the free baggage limit. If the free baggage limit is exceeded, CHF 15.00 / kg to a maximum of CHF 40.00 are calculated per set of skis or snowboard respectively or sports equipment.

Sports equipment that is larger than 150 cm / 59 inches, costs CHF 70.00 / item per flight segment and must be registered. Surfboards cannot be transported.

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 and IATA regulations and may not be carried in the same baggage as the firearm. These are carried for free within the free baggage limits.

All special baggage (also large sports equipment) and excess baggage weighing more than 50 kg must be registered in advance with a return confirmation from HELVETIC as there is only a limited amount of loading space available above the free baggage. The passenger must register this baggage

by telephone with HELVETIC at least 24 hours before check-in, otherwise HELVETIC expressly reserves the right to refuse carriage of this baggage.

The basis of decision for the carriage of special baggage is the available capacity and the security regulations. Special baggage can therefore be limited in its amount or completely excluded from transport.

- a) **Bicycles** are to be packed. Handle bars must be turned inwards and the pedals removed. The packing materials are not provided by HELVETIC at the departure airport. Cost per flight segment is CHF 40.00 / item.
- b) **Golf baggage** (a set of golf clubs including a pair of golf shoes) is to be appropriately packed. Golf baggage is carried free of charge within the free baggage limit. If the free baggage limit is exceeded, a charge of CHF 15.00 / kg is calculated to a maximum of CHF 40.00 per flight segment / golf baggage.

For a) and b) the following applies: HELVETIC is not liable for possible damages incurred on its flights. Passengers must sign a limited waiver declaration at check-in that releases HELVETIC from all responsibility. Due to reasons of space, there is a general registration obligation.

- c) The carriage of wheelchairs for all handicapped passengers is possible and must be announced when booking. For security reasons, the number of wheelchairs carried per flight is limited. These must be collapsible and must be equipped with dry batteries. Wet batteries cannot be carried. Motor-operated wheelchairs cannot be carried due to the limited loading capacity. For security and space reasons, a demand for carriage exists only if the planned carriage of the wheelchair is registered in advance and has been confirmed. For security reasons, there can only be a limited number of handicapped passengers carried per flight.
- d) For the carriage of animals (especially pets such as dogs, cats, domesticated birds etc.), additional criteria are to be followed. For security and space reasons, a demand for carriage exists only if the planned carriage of the animal is registered when booking and has been confirmed and if the animal is carried in an appropriate and secure transport receptacle, to be provided by the passenger. The decision, if and how the respective animal can be transported is the responsibility of HELVETIC. For each animal carried up to 7 kg (including the transport receptacle) in the passenger area of the aircraft, an additional charge of CHF 35.00/ flight segment is levied. Only a limited number of animals can be transported in the passenger area per flight. The receptacle may not exceed the following maximum dimensions (measurements: 56cm x 32cm x 27cm – length x width x height). Animals (pets) that are heavier than 7 kg including the transport receptacle, are carried in an appropriate and secure transport receptacle in the air freight area for a fee (CHF 15.00 / kg). The fee is calculated for the entire weight (animal and receptacle). The transport receptacle must be provided by the passenger. The carrier is not liable for possible health damages to the animal caused by the carriage. All health checks/proofs and requirements/documents for the entry of the animal into the destination country are the responsibility of the passenger. Due to quarantine regulations, on specific flights no animals may be carried.
- e) HELVETIC may only transport one visually handicapped passenger with a Seeing Eye dog in the passenger area of the aircraft per flight. For security and space reasons, a demand for carriage exists if the planned carriage of the Seeing Eye dog is registered when booking and has been confirmed. The carriage of the Seeing Eye dog is possible without a receptacle and without payment of an additional charge.

## 11. Conduct aboard aircraft

### Should a passenger conduct him/herself 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,

then HELVETIC can resort to necessary measures that are proportional in order to prevent further consequences of this behaviour. HELVETIC can – if necessary and proportional – take this passenger into custody, expel him from the aircraft, refuse the passenger's carriage on further flights to any location or forbid the passenger's carriage on the entire flight network. Offences committed in such a way on board the aircraft will be prosecuted under criminal law and subject to civil law.

### **Electronic devices**

Electronic devices can cause interference. For reasons of safety, the following devices may not be used at any time during the flight and must be completely turned off (not in standby mode):

- mobile telephones,
- radio devices (senders and receivers),
- Walkie-Talkies,
- radios and,
- Radio-controlled toys.

Electronic devices like video games, cassette players, CD /minidisk players, MP3 players, laptops and video cameras must always be turned off during the start and landing phases. The use of hearing aids and heart pacemakers is permitted at any time.

## **12. Cancellation, Non-conveyance/Overbooking and Delays**

### Non-conveyance/Overbooking

Should there be more passengers for a HELVETIC flight with a demand for carriage than space available and these passengers arrive punctually before departure and in keeping with any other conditions and must therefore be denied carriage (due to overbooking), then the following conditions are to be applied:

HELVETIC will first call for volunteers to surrender their reservation to others that have a right to Carriage in exchange for benefits.

When assigning the seats available on an overbooked flight, priority will be given to unaccompanied minors and to sick or disabled passengers. The seats for the remaining passengers will be assigned in the order in which they checked in for the flight. HELVETIC may also establish other non-discriminatory criteria when assigning such seats.

Passengers that are denied boarding may choose between reimbursement of the fare paid or rebooking on an alternative flight to the place of destination as stated in the Ticket on either the first available flight or at a later date, whichever is preferred.

The compensation in such cases is determined according to EC-Regulation 261/2004 of the European Union from 11 February 2004.

HELVETIC is not required to pay compensation following these regulations if the passenger is flying on the affected flight for free or flying at a reduced rate that is neither directly nor indirectly obtainable by the general public or if circumstances exist that give HELVETIC the right, in accordance with these Conditions of Carriage and the applicable laws, to refuse carriage of the passenger.

### **Cancellation and delays**

In case of a flight cancellation or large flight delay, HELVETIC offers assistance and compensation to the concerned passengers according to the EU Regulation 261/2004. These services are excluded if the cancellation or delay is due to extraordinary circumstances (e.g. political instability, lack of security and security risks, weather, strikes) that also could not have been avoided even if all reasonable measures had been taken.

## **13. General liability**

The liability of HELVETIC and the liability of each Carrier involved in your journey will be determined by the Convention, applicable laws and by our Conditions of Carriage or by the Conditions of Carriage of the Carrier concerned. The liability terms of HELVETIC are set down in the following provisions.

Unless otherwise stated herein, the liability rules of the Convention shall apply. If your carriage is not subject to the liability rules of the Convention, the provisions of Swiss law shall apply; the following provisions shall also apply.

Any liability HELVETIC has for Damage will be reduced by any negligence on the affected passenger's part which causes or contributes to the Damage in accordance with applicable law. The liability of HELVETIC shall at no time be more than the amount of the proven Damages.

HELVETIC is not liable for Damage arising from the compliance with legal or official provisions, or for Damage arising from the passenger's non-compliance with the same.

HELVETIC is liable only when premeditation or gross negligence is proven for errors or omissions in flight plans or other publications of travel times as well as for information from agents, employees or representatives of HELVETIC with regard to dates or departure and arrival times or concerning the operations of the flight.

Exclusions and limitations of liability of HELVETIC also apply to our Authorised Agents, our employees and our representatives as well as to those persons whose aircraft is being used by HELVETIC, including their agents, employees and representatives. The total amount recoverable from HELVETIC and from the persons named shall not exceed the maximum limit of liability of HELVETIC.

Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or under applicable laws unless otherwise expressly stated in these Conditions.

#### **14. Liability for personal damage or injury**

The following regulations in addition to the Convention apply with regard to the liability of HELVETIC with respect to a passenger for death, physical injury or other damages to health.

HELVETIC waives the limitation of liability with respect to claims for compensation from death, personal injury or miscellaneous health damages of a passenger in accordance with Article 22 Paragraph 1 of the Convention or comparative national air law regulations and invokes up to a liability amount of 100,000 SDR (special drawing rights in accordance with the definition of the International Monetary Fund) not with the objections in accordance with Article 20 Paragraph 1 of the Convention or comparative national air law regulations.

Unless otherwise provided above, HELVETIC reserves all defences to such claims available under the Convention and the applicable national law without limitation. With respect to third parties, HELVETIC also reserves all rights of recourse, in particular the right of indemnification and participation in damages.

In an accident in which a passenger is killed, wounded or suffers other bodily injury, HELVETIC will promptly make, at the latest within 15 days of determining who is entitled to compensatory damages, an advance payment to meet immediate financial needs. The amount of advance to be paid will be determined by the degree of damage or injury suffered. In the event of death, it will amount to the equivalent amount in CHF of 16,000 SDRs per passenger. The payment of such an advance shall not constitute any acceptance of liability on our part. We may also deduct such payments from any subsequent amounts which we are required to pay as a result of any liability on our part. This advance payment does not have to be repaid unless it is subsequently proven that the passenger, or the persons who received the advance payment, caused or contributed to the passenger's own death or injury through their own behaviour, especially through negligence on their part, or if it is determined that the persons who received the advance payment have no entitlement to compensatory damages.

Should a passenger, who is of an age, or be of mental or physical condition of the sort that the Carriage could present a danger for the passenger, HELVETIC is not liable for personal damages (including death), insofar that the damages were caused by this condition.

If the carriage could constitute a danger for the passenger for these reasons, the passenger is obliged to inform HELVETIC of this in advance in order to enable them to examine the possibilities for risk-free transportation. In doubt, the pilot has the right to refuse carriage.

## **15. Liability for baggage damage, loss and delay**

### **General**

HELVETIC is liable only for damage occurring on its own flights and for which a valid contract of carriage exists.

The Convention determines the liability of HELVETIC towards a passenger for damages to checked-in baggage. HELVETIC is only liable for damages to unchecked baggage if it is the cause of the damage.

HELVETIC's liability for damage, destruction or loss of baggage is limited to an amount of 1'000 SDR per passenger. Should other liability limitations be valid following the applicable law, then these are decisive. As the liability is basically limited, it is recommended in every case to obtain baggage insurance.

Should the baggage of a passenger for some reason not reach the destination on the same aircraft, the passenger must pick up their baggage from the airport. Delivery to the residential address of the passenger is only done on request and upon payment of a separate fee.

If the weight of the checked baggage is not noted on the baggage tag receipt, it will be taken as agreed that the entire weight of the checked baggage does not exceed the allowed free baggage limit.

The limitation of liability does not apply if the damages caused by HELVETIC were premeditated or caused by gross negligence or alternatively in the spirit of the Conventions brought about with intention or frivolously.

HELVETIC is not liable for damages to items that in accordance with these Conditions of Carriage may not have been carried as baggage.

The passenger alone is liable for damages caused by the passenger's Baggage, if they are due to the passenger's negligence. This holds true for any Damage caused by the passenger's Baggage to other persons, to the property of third parties or to HELVETIC's property. The passenger is obliged to compensate HELVETIC for any expenses that arise from this.

## **16. Time limitation on claims and demands for compensation**

### **Claim**

The notification of damage must be immediately given to a check-in agent looking after HELVETIC affairs at the respective destination airport. This agent will write up a protocol of damages and explain the further course of action.

No claim is applicable in the case of damage to baggage unless the person entitled to delivery complains to the Carrier forthwith after the discovery of the damage, and, in international air travel at the latest within 7 days from the date of receipt and in writing; and in the case of any damage resulting due to delay, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his disposal. Every complaint must be made in writing and dispatched within the times aforesaid.

If the owner accepts the baggage delivered without a written claim, it is taken for granted, as long as the opposite is not proven, that the Baggage was delivered in good condition and according to the contract of carriage. It is hereby accepted that suitcases or similar serve to protect the contents, must be able to withstand pressure and that scratches or small dents fall under the classification of normal use.

Also loss of baggage should be immediately claimed to a check-in agent looking after HELVETIC affairs at the respective destination airport. Here the loss will be recorded and entered into a globally acting search system. Notifications of loss that are registered after the airport area has been left, are accepted under reserve.

### **Time limit for taking legal action**

Any right to claim for damages, as determined by international conventions, shall be extinguished if an action is not brought within 2 years of the date of arrival of the aircraft at the destination or the date on which the aircraft was scheduled to arrive or the date on which the transportation was interrupted. The calculation of the period of limitation shall be determined by the law of the court where the case is heard.

#### **17. Amendments**

None of our Authorised Agents, employees or other third parties are entitled to supplement or amend these General Conditions of Carriage or to waive their application.

#### **18. Place of jurisdiction / applicable law**

The courts of Zurich, Switzerland, are responsible for claims concerning proprietary disputes, that arise from or in connection with the carriage of a passenger by HELVETIC, as long as no other exclusive court of jurisdiction has been justified. The declaration of the court of jurisdiction is not valid for the scope of the Conventions and not for persons that are not businessmen, having a general court of jurisdiction in Switzerland.

These Conditions of Carriage and the associated regulations are subject to Swiss law, unless another national law is compellingly applicable.

#### **19. Invalidity of single clauses**

Should one or more clauses of these Conditions of Carriage be invalid under the applicable law, the other provisions shall nevertheless remain valid.

#### **20. Other regulations**

Carriage is also provided in accordance with certain other regulations and conditions that are mandatory for or adopted by HELVETIC. These regulations and conditions are important and may vary on short notice. They concern among other things: the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on the use of electronic devices and items, and the consumption of alcoholic beverages on board.

Regulations and conditions concerning these matters are available from HELVETIC upon request.

#### **21. Interpretation**

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

These Conditions have been approved by the Swiss Federal Office for Civil Aviation on October 3, 2006, in accordance with Art. 4 of the Swiss Regulation on Carriage by Air (LTrV).

The approved German version of these General Conditions of Carriage prevails over its translated versions.