

# Jet Time's special terms and conditions for the transport of passengers and baggage

January 2016

**Dear Jet Time passenger,**

These transport conditions are a supplement to the agreement concluded between your travel agency and Jet Time, and they contain, among other things, requirements of you as a Jet Time passenger and various limitations of our liability in the event of injuries, damage or delays affecting you and/or your baggage. Jet Time recommends that you read these special terms and conditions carefully.

These transport terms apply only to flights operated by Jet Time with Jet Time's callsign/flight number (JTG or JTF). Flights operated by Jet Time, but on behalf of other airlines and with their respective callsigns/flight numbers are thus not covered.

## **1. Basis for the conditions**

The conditions are based on the Montreal Convention, EU Regulation no. 261/2004 and the national legislation and other regulations applying to and/or accepted by Jet Time in relation to operational reliability, punctuality and service.

In the section on our coverage liability, the term SDR ("Special Drawing Rights") is used. SDR is not a currency in the ordinary sense, but the International Monetary Fund's (IMF) special unit of account that is used in the settlement of certain financial outstandings. SDR, which is defined as a weighted sum of contributions regarding the four major currencies, dollar, euro, yen and pound sterling, is reassessed and adjusted every five years and calculated daily as the equivalent in American dollars.

## **2. Jet Time's contact details**

### **Jet Time's website**

[www.jet-time.dk](http://www.jet-time.dk) is updated regularly with guidelines, practical information, prices, fees, etc. regarding the flight, and here you will also find detailed information on matters mentioned in these conditions.

### **Jet Time's passenger service**

See our website for telephone number, e-mail address and opening hours. You are welcome to contact our passenger service department with questions about these terms and conditions, or about your Jet Time flight in general.

## **3. Personal information**

On purchasing a flight with Jet Time as airline, you accept that Jet Time receives, stores and uses information about you that is necessary to carry out the flight, and that we may provide this information to relevant authorities, our agents and others who perform services in connection with the flight. Your personal information will be handled confidentially.

## **4. Tickets, passports and other required travel documents/permits**

To fly with Jet Time, you must have a valid ticket/travel certificate with your full name, which must match the name in your passport. The ticket must state that you will be flying with Jet Time (JTG or JTF). In addition, upon request you must be able to present valid photo identification.

You are personally responsible for obtaining all necessary travel documents and visas, as may be required for your travel, and you must, upon request, present these documents and visas, and permit us to take a copy for our own records. If you have not fulfilled these requirements, or if your travel documents are not in order, we reserve the right to refuse to transport you.

Special agreements made between you and Jet Time are only valid to the extent that they can be documented.

#### **5. Health information, illness, disability, pregnancy, etc. and special assistance**

You are personally responsible for ensuring that your state of health is such that you are fit for air travel. Furthermore, you must be able to take care of yourself, or – if required – have a travelling companion who can help you. Special assistance in the form of a wheelchair, etc. is provided in accordance with the information on our website.

Some medical conditions are incompatible with air travel or are accepted with the reservation that you personally bring the required medicine, oxygen, etc. This applies either due to the risk of spreading infection or the increased risk for you/your health.

Special rules can be found on Jet Time's website governing transport of the disabled, pregnant women, passengers with plaster casts due to broken bones. and passengers who are ill.

If we deem that your medical condition makes it questionable whether you can complete a flight without a risk to yourself or others, we will require current health information. We reserve the right at any time to refuse to transport you if we believe that your state of health is incompatible with air travel. If you are in any doubt, we recommend that you obtain an aeromedical approval from your travel insurance provider or doctor before departure. With this approval, you can apply for advance approval for transport via our passenger service department.

Should you become ill on the aircraft during the outward flight or during your stay at the destination, we reserve the right to require an aeromedical report (a MEDIF report) in order to assess whether we can accept providing your transport home.

#### **6. Transport of unaccompanied children**

For a fee, Jet Time offers transport of unaccompanied children who are at least 5 years old, but not yet 12 years old. Parents or others with custody of the child must, in connection with check-in, complete and sign an accompanying document and also present a valid ID.

#### **7. Transport of animals**

Jet Time permits, to a limited extent and in accordance with the following provisions, the transport of pets.

- A fee is charged for transport of pets either in the cabin or cargo hold. However, a guide dog accompanying a disabled passenger, as well as the dog's transport crate and food, may be transported free of charge.
- You are responsible for ensuring valid health and vaccination certificates, exit/entry permits and other documents as may be required for the animal by the countries which the animal is to enter or travel through. If the said certificates are not in order, transport will be refused.
- Jet Time is not responsible for any injury, illness or death occurring to animals that we have agreed to transport.

- You must hold Jet Time indemnified for any fines, costs, losses or liabilities that we may incur or defray as a consequence of our transport of the animal and any actions by the animal causing damage or injury.

The applicable conditions and prices are listed on our website.

### **8. Location on the aircraft – booking your favourite seat**

Jet Time cannot guarantee specific seats in the aircraft or guarantee that you will be able to sit next to others accompanying you on the flight. If you require specific seats or you wish to ensure that you will be seated next to those accompanying you on the flight, you can book seats for a charge at our website. Description of the seats in the aircraft and current prices can be found on our website. Please note that certain seats in the aircraft – including seats at emergency exits – require that you are physically fit and healthy and able to assist in the event of any necessary evacuation.

Cancellation or changes to booked and paid seats can be made by contacting our passenger service department. The conditions for refunding payment can be found on our website.

If special operating or safety considerations so require, we reserve the right to reallocate seats – even after boarding has taken place. If you have paid a charge for your seat and you are moved to another seat, you are entitled to a refund of your payment.

## **9. Baggage**

### **9.1 Excess and special baggage**

It will be possible to transport some baggage free of charge in accordance with the agreement with your travel agent.

If you wish to bring more baggage than is permitted free of charge, this is possible to a limited extent by ordering and paying the applicable charge in advance of the flight.

Special baggage, e.g. sports equipment, can also be transported to a limited extent by ordering and paying the applicable charge in advance of the flight.

If you fail to order and provide advance payment of the charge for excess or special baggage, and bring more than the permitted amount, upon check-in at the airport you will be subject to a charge that is significantly higher than if you order in advance, and this baggage will only be transported – regardless of your payment of a charge upon check-in – on the condition that space and weight conditions so permit.

Firearms and ammunition intended for hunting use are accepted in the cargo hold, provided that the weapons are discharged, secured and properly packed. Transport of ammunition is subject to the regulations of ICAO, IATA and EASA.

### **9.2 Check-in of baggage and hand baggage**

You are responsible for ensuring that your baggage is suitable for air transport. Particularly sensitive baggage, such as – but not limited to – bicycles, prams and strollers, which is not packaged in hard packaging approved for air transport, will be accepted at your own risk.

Your name and address must be attached to all checked baggage. When you hand over your baggage at check-in, a baggage ID label will be attached to the baggage and you will receive a receipt for each piece of checked baggage. You are responsible for keeping the confirmation until your baggage is back in your possession.

We also recommend that you make the baggage easily identifiable, which will facilitate a search in the event that the baggage, contrary to expectations, should become lost in transit.

For security reasons, your baggage – on your outward or return journey – can be examined (including electronically) without your being present.

Hand baggage that you take on board the aircraft must fit under the seat in front of you or in a closed baggage compartment above the seats. See the rules on our website for the permitted dimensions and weight of hand baggage.

We cannot guarantee that there is room for the hand baggage right above your seat. If your hand baggage cannot be stored in this manner, weighs more than permitted, or in any way is deemed to constitute a security risk in the cabin, it must be transported as checked baggage.

### 9.3 Objects not accepted as baggage

In accordance with international regulations, for safety reasons it is prohibited to transport dangerous goods in baggage. The following objects are therefore not accepted on the aircraft:

- Objects that are likely to endanger the aircraft or people or property on the aircraft, such as, but not limited to, flammable, poisonous, radioactive or corrosive substances or objects that are specified in ICAO's Technical Instructions for the Safe Transport of Dangerous Goods by Air, IATA's Dangerous Goods Regulations, EASA/JAA's standards, and in these terms and conditions.
- Objects of which the transport is prohibited under applicable laws, regulations or orders in one of the countries to be flown from, over or to.
- Objects which, according to our reasonable discretion, are unsuitable for transport because they are dangerous or cannot be secured – either due to their weight, size, shape, contents or nature – taking into account, among other things, the type of aircraft we use.
- Live animals, with the exception of approved pets for which a charge has been paid.
- Weapons and ammunition, apart from those for hunting or sporting purposes under certain conditions, see above.

In addition, we can refuse transport of:

- Any type of object that we deem unsuitable for transport due to its size, shape, weight, contents or nature, and baggage that in our reasonable opinion is not properly and safely packed in suitable containers, or is fragile or perishable.
- Baggage, if we assess that it can represent a danger to operations or safety on board, or otherwise to a significant degree influence/be a nuisance to other passengers and/or the crew.

In addition to the aforementioned restrictions, your checked baggage may not contain particularly valuable, particularly important or fragile objects, including, but not limited to, money, keys, prescription medicine, bottles, cameras, jewellery, precious metals, electronic devices, securities or other valuables.

### 10: Reporting time, security check and boarding

You are responsible for both punctual check-in and punctual appearance at the given gate. If you do not comply with the specified deadline, you can be refused at both places.

Please note:

- The airport's information boards provide information about the right check-in location.
- Check-in normally begins two hours before and closes 30 minutes before expected departure. However, the deadline may vary, so that you must always check the information about your flight on the travel certificate/ticket.

- We recommend that you report to check-in well in advance, as there may be a queue/long wait at the security checkpoint after check-in, and there may be a long walk to the correct gate/exit to the aircraft.
- The airport's departure information indicates the gate/exit to the aircraft and the reporting time at this location. The times can be changed at any time, so we recommend that you remain attentive to this information.
- There may be a risk that your return flight will be cancelled if you do not take the outward flight. You must therefore contact your travel agent if you still wish to use the return flight.
- On the return journey, we recommend that you – via your travel agent, if applicable – stay updated on the current deadlines and on any changes to flight schedules.
- For security reasons, you may be asked – on both your outward and return flights – to permit a search and scan of your person. If you do not accept such a request, we can refuse to transport you.

### **11. Our right to refuse to transport you**

As a passenger of Jet Time, you are obliged to respect and comply with the rules of order and instructions that we lay down for the flight. Jet Time may refuse to transport you in the event of one of more of the following circumstances, or if we have reasonable grounds to believe that such circumstances could occur:

- If you cannot present valid travel documents or refuse a request to provide your travel documents to us or our handling agent.
- If you present a ticket that has been acquired illegally, reported lost or stolen, that is counterfeit or for which you cannot document that you are the person whose name is stated on the ticket.
- If we have grounds to believe that you will not be allowed to enter the flight's destination country.
- If this is necessary in order to comply with applicable laws, regulations or other requirements of public authorities.
- If you refuse to accept security checks of your person and/or your baggage.
- If we assess that your state of health is either a danger to yourself or to others on board.
- If your mental or physical condition, including as a result of the influence of alcohol, narcotic drugs or other medication, constitutes a danger to yourself, other passengers, the crew or property.
- If you do not comply with our safety instructions and/or other instructions.
- If you have behaved inappropriately on one of our previous flights and we therefore do not wish to transport you.

If, on board the flight, your behaviour is such that we assess that it can be of danger to the flight or other persons or property on board, or if you prevent the crew from performing their tasks or fail to comply with instructions from the crew, including, but not limited to, instructions to refrain from smoking or the consumption of alcohol or drugs, or if you violate the safety regulations on board, or behave in a way that is unpleasant or bothersome to, or causes injury to, other passengers or crew members, in order to stop this behaviour we can take the measures, including the use of coercion, that we deem to be necessary. You can at any time be disembarked from the aircraft and refused further transport, and you can also be prosecuted for violations of the law committed on board the aircraft.

You are also obliged, on demand, to indemnify Jet Time for any costs and/or any losses that we may incur in connection with such behaviour on your part.

Jet Time is not liable for losses or expenses arising as a consequence of our refusal to transport you pursuant to the aforementioned.

### **12. Electronic devices**

Jet Time can, for safety reasons, prohibit or limit the use of electronic equipment on board the aircraft, including, but not limited to: mobile telephones, laptop computers, recorders, radios, CD players, tablets, GPS devices, electronic games or transmitting units, including radio-controlled toys, walkie-talkies and other personal electronic devices.

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

Only the person who is in possession of the baggage receipt is entitled to collect/demand the handover of checked baggage.

The checked baggage must be collected at the destination as soon as it is available. If it is not collected within a reasonable time, we will be entitled to charge a fee for storage. If your checked baggage has not been collected three months after it has been made available to you, we may dispose of it without any liability to you.

### **14. Damaged, ruined, delayed or lost baggage**

#### **14.1 Reporting of damaged or destroyed baggage**

If your checked baggage is damaged or ruined on its arrival at the destination airport, you must immediately contact Jet Time's handling agent – before you leave the arrivals hall – to complete a Property Irregularity Report (PIR). This is your documentation that the claim has been reported. If you collect your baggage without making a claim/completing a PIR, the baggage will be considered to have been delivered in good condition and in accordance with the transport agreement.

Claims can be reported up to seven days after your return flight, provided that you can prove that the damage occurred during the applicable flight with Jet Time.

If you wish to make a claim or file a case with Jet Time, this can be done by submitting a PIR report from the airport as well as a completed report form that can be downloaded from our website. However, please note that Jet Time reserves the right to require a receipt for the damaged or ruined baggage and to otherwise reduce the assessed value of the damaged baggage due to its age.

Claims for compensation for damage to checked baggage can be submitted directly to your insurance company.

#### **14.2 Reporting delayed or lost baggage**

If your checked baggage does not arrive at the destination together with you, you must immediately contact Jet Time's handling agent in the arrivals halls to – before you leave the arrivals hall – complete a Property Irregularity Report (PIR). This is your documentation that the baggage delay has been reported and is also necessary for us to locate the baggage.

In the event of delayed baggage, it is very important that your report includes the name and address specified on the baggage's nametag. In addition, you must provide as much detail about the baggage as possible and otherwise cooperate with us in our efforts to locate your baggage.

If your checked suitcase or similar holiday baggage (this provision does not apply to "special baggage") is delayed at the holiday destination for more than eight hours, Jet Time offers compensation of EUR 100 per suitcase, which in most cases can be paid via your travel agent at the travel destination. This amount, which is a one-off payment, is to cover the most necessary items: toiletries, clothing, etc. Therefore, to ensure additional coverage, we recommend that you take out baggage insurance coverage prior to departure.

If your checked “special baggage” – including, but not limited to, prams and pushchairs, wheelchairs and sports equipment – is delayed at the destination for more than eight hours, Jet Time offers to cover your documented expenses for the rental of similar equipment until the “special baggage” has arrived. In most cases, this payment can be made via your travel agent at the travel destination.

Jet Time does not provide compensation for baggage delays of any kind in connection with your return journey.

If your checked baggage has not arrived within 21 days of the date on which it should have arrived, it will be considered to have been lost and will be replaced in accordance with the applicable rules.

If you wish to make a claim or file a case with Jet Time regarding lost baggage, this can be done by submitting a PIR report from the airport as well as a completed report form that can be downloaded from our website. Please note that Jet Time reserves the right to require a receipt for the lost baggage and to otherwise reduce the assessed value of the lost property due to its age.

Claims for compensation can be made directly to your insurance company.

### **14.3 Jet Time’s compensation liability for damaged, ruined, delayed or lost baggage**

Jet Time is liable for passengers’ losses concerning damaged, ruined, delayed or lost baggage in accordance with the rules of the Montreal Convention. Under the Convention, passengers can obtain compensation if the airline is at fault for the incident. Compensation cannot exceed 1,131 special drawing rights (SDR).

Pursuant to the applicable compensation rules, among other things:

- Jet Time is not liable for damage to unchecked baggage/hand baggage, including personal property, unless the damage is due to negligence/error on the part of ourselves, our employees or our agents.
- No compensation is provided for any form of cosmetic and/or superficial damage to baggage as a result of normal wear during transport.
- Jet Time’s liability is conditional upon and limited to documented damage, including, where relevant, documentation of timely notification, expense/purchase, purchase date and price. On determining the compensation amount, deductions will be made for age and, if applicable, lack of any receipt.
- Jet Time is not liable if the damage is due to the baggage’s own defects, deficiencies, or design.
- Jet Time is not liable for any loss or damage or expense arising for baggage of which transport on the flight is prohibited.
- If Jet Time is liable for damage, an attempt must be always be made to repair the baggage, if possible. Jet Time collaborates with suitcase companies that undertake repair of most suitcase brands.

### **15. Personal injury**

Jet Time is liable for personal injury in accordance with the rules of the Montreal Convention.

Jet Time holds compensation liability in the event of a passenger’s death or injury if the accident that caused the death or injury took place on board the flight or during embarking or disembarking.



If Jet Time can prove that the injury was wholly or partly caused because the person claiming compensation, or the person to whom the compensation claim pertains, has personally behaved carelessly, negligently or incorrectly, Jet Time will be wholly or partly exempted from our liability to the injured person to the extent that this careless, negligent or incorrect behaviour contributed to the injury. If, in the event of a passenger's death or injury, a compensation claim is raised by a person other than the passenger concerned, Jet Time will also be wholly or partly exempted from our liability to the extent that we can prove that the passenger's own careless, negligent or incorrect behaviour caused the injury or contributed to it.

Jet Time is not liable for any illness, personal injury or disability, including death, that can be attributed to your age or your physical or mental condition, nor for any aggravation of any such condition, unless the condition or the aggravation has been caused by an accident that occurred on board the flight or during embarkation or disembarkation.

Under the Convention, passengers can obtain compensation if the airline is at fault for the incident. Compensation cannot exceed 113,100 special drawing rights (SDR).

### **16. Flight delays and cancellations**

Jet Time's liability in connection with delays is subject to the provisions applying to EU airlines in accordance with EU Regulation 261/2004.

Unless it can be proved that the cancellation or delay is due to unusual circumstances that could not have been avoided, even though all precautions that could reasonably be taken were actually taken, according to the Regulation, the passenger is entitled to compensation if a delay or cancellation of a flight results in the passenger arriving at the destination with the following delay:

- a) two hours or more for all flights of 1,500 km or less, or
- b) three hours or more for all intra-Community flights of more than 1,500 km and for all other flights of between 1,500 km and 3,500 km, or
- c) four hours or more for all flights not falling under a) or b).

In the event of late arrival at the destination in accordance with the aforementioned, compensation claims may be made by contacting Jet Time's passenger service department.

When making a claim for compensation under the EU regulation please submit your confirmed reservation for the flight and boarding card or similar to document that you, at the latest at the time stated in your travel documents, were present at check-in for the delayed flight, ref. EU Regulation 261/2004 Article 3, paragraph 2.

### **17. Your financial liability to Jet Time**

You are obliged, on demand, to indemnify Jet Time for any costs and/or any losses that Jet Time may incur in the event of – but not limited to – the following circumstances:

- If you are denied entry into any country. In such cases, you will be liable for payment of any fine or fee that the country in question may impose on us, and for our costs of transporting you out of the country in question.
- If you or your baggage cause injury to other persons or to property, including our property. In such cases, you will be liable for the injury.

Jet Time can take legal action against you in the event of breaches of the law committed by you on board the flight.



**18. Forgotten items on the aircraft**

Jet Time does not store items forgotten on the aircraft and assumes no liability for such items.

**19. Complaints**

Complaints regarding the flight or associated services must immediately be made to us or our representative for immediate remediation. Failure to do so will normally result in the loss of the right to later claim damages or compensation.

If Jet Time offers to rectify a defect/deficiency and the rectification occurs within a reasonable time and without cost or significant inconvenience to you, you cannot claim compensation. Complaints concerning defects or deficiencies that Jet Time has not been able to rectify must be submitted in writing to Jet Time's passenger service department no later than two weeks after completion of the journey.

Irregularities that would generally be described as trivial will not be considered to be defects/deficiencies.

Special agreements made between you and Jet Time will only be valid to the extent that they can be documented.

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