

flydubai - Conditions of Carriage for Passengers and Baggage

INTRODUCTION

If you have been issued with a Booking Confirmation for carriage by air by flydubai, you will have a contract of carriage with flydubai. That contract gives you the right to be carried on a flight or series of flights and its terms are governed by:

- the terms and conditions of contract of the Booking Confirmation;
- these Conditions of Carriage;
- applicable Tariffs; and
- our Rules.

1. Article 1 - What particular expressions mean in these conditions

1.1 Definitions

We, us, our means flydubai.

You, your, yourself means any person (whether adult, child or infant) holding a Booking Confirmation to be carried in an aircraft, except members of the crew. See also the definition of Passenger.

Airline Designator Code means the two or three letters which identify individual airlines in Booking Confirmations, timetables, reservation systems and elsewhere.

Article means an article of these Conditions of Carriage.

Authorised Agent means a passenger sales agent (which can include another airline) we have appointed to represent us in the sale of carriage on our services.

Baggage means your personal property accompanying you during your carriage. Unless we say otherwise, this consists of your Checked Baggage and/or Unchecked Baggage.

Baggage Check means those parts of your Booking Confirmation which relate to the carriage of your Checked Baggage.

Baggage Tag means a document given to you by us to identify your Checked Baggage.

Boarding Gate means the area of the airport through which you must proceed immediately before embarking the aircraft and where we check your boarding pass.

Booking Confirmation means the document marked "Booking Confirmation" issued by us or our Authorised Agent (and see Article 3.1(c)).

Checked Baggage means Baggage we take into our custody for carriage in the hold of an aircraft for which we have issued a Baggage Check or a Baggage Identification Tag or both.

Check-in means the area of the airport where you receive your boarding pass for your flight, and where you check Baggage, if any, prior to proceeding to the Boarding Gate.

Check-in Deadline means the time limit we have set for you to complete the process of Check-in.

Conditions of Carriage means these conditions of carriage.

Damage means death or wounding of a Passenger, or any other bodily injury suffered by a Passenger, caused by an accident on board an aircraft or during any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction or the total or partial loss of or damage to Baggage which occurs during carriage by air. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.

Day means any of the seven days of the week. For the purpose of calculating whether you have complied with a notice requirement, we will not count the day on which a notice is sent. For the purpose of determining whether a Booking Confirmation is valid, we will not count the day on which the Booking Confirmation was issued or the day the first flight began.

Force Majeure means unusual and unforeseen circumstances which you cannot control and the consequences of which cannot be avoided by your taking reasonable care.

Hand Baggage Desk means the area of the airport, before the security and immigration areas, where your passport, visa and Booking Confirmation are checked.

IATA means the International Air Transport Association.

ICAO means the International Civil Aviation Organisation.

Montreal Convention means the Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999.

National Currency Equivalent means the equivalent value of the local currency of the country in which the compensation is to be paid or in which judgement is to be made.

Optional Extras means additional items purchased other than the fare including, without limitation, seat selection, insurance and the transportation of Baggage.

Passenger means any person (whether adult, child or infant) entitled by a Booking Confirmation to be carried in an aircraft. See also the definition for "you", "your", "yourself".

Rules means the rules we have for certain aspects of carriage of Passengers and their Baggage which are described or referred to in more detail in Article 17.

SDR means Special Drawing Right, the composite unit of currency that is a basket of currencies comprising the Euro, Japanese Yen, Pound Sterling and US Dollar and which is used as the official unit of exchange of the International Monetary Fund.

Stopover means any place set out in your Booking Confirmation or shown in our timetables as a scheduled stop (regardless of duration) between the first place of departure and the last place of destination in that Booking Confirmation.

Tariff means fares for carriage, charges and related Conditions of Carriage and Booking Confirmation restrictions (whether published or otherwise available) and filed, where required, with a relevant governmental authority.

Unchecked Baggage means your Baggage, other than your Checked Baggage, which is carried by you aboard the aircraft.

USA means the United States of America.

US\$ means United States Dollars.

Voucher means the electronic method of refund of your Booking Confirmation.

Warsaw Convention means any of the following international instruments of law which apply to your carriage:

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

Website means our internet website with the address www.flydubai.com

2. Article 2 - When these Conditions are applicable

2.1 General

- (a) These Conditions of Carriage form part of your contract of carriage with us and apply to the carriage we provide to you unless Article 2.3 says otherwise.
- (b) These Conditions of Carriage may be modified or changed in your favour, but only by a written document signed by one of our authorised personnel.

2.2 Code shares

On some services we have arrangements with other airlines known as code shares. This means that even if you have a reservation with us and hold a Booking Confirmation showing the "FZ" Airline Designator Code for one or more flights, another airline may operate the aircraft. If such arrangements apply to your carriage, the following conditions will apply:

- (a) we will advise you of the name of the other airline at the time you make your reservation when you make it with us or, if made through an Authorised Agent, we will endeavour to make sure that the Authorised Agent gives you such information;
- (b) for any such flights other than flights marketed by us to or from the U.S.A., these Conditions of Carriage will apply where we have a legal liability to you and the conditions of carriage of the operating carrier will apply in all other respects, with the result that, for example, provisions relating to baggage acceptance, Check-in and boarding, refusal and limitation of carriage, conduct aboard aircraft, and schedules, delays and cancellation of flights may differ from these Conditions of Carriage; and
- (c) for any such flights marketed by us to or from the U.S.A., these Conditions of Carriage will apply except to the extent that they are supplemented or amended by any additional Contract of Carriage Rules we may apply (which will vary depending on the specific code share flight involved). For further information on how to access any additional Contract of Carriage Rules applicable to your flight, see www.flydubai.com or call your local flydubai office.

2.3 Overriding law

If these Conditions of Carriage are inconsistent with any Tariff or with laws which apply to your contract of carriage, the Tariff or law will apply. If one of these Conditions of Carriage becomes invalid in this way, the other conditions will still apply.

2.4 Conditions prevail over Rules

If these Conditions of Carriage are inconsistent with any of our Rules, these Conditions of Carriage will apply. If part of one of our Rules becomes invalid in this way, the other parts of our Rules will still apply.

2.5 English language text prevails

These Conditions of Carriage may be reproduced in several languages. If there is any inconsistency between the English text and a non-English text, the English text will apply unless applicable local law requires otherwise. The English text can be viewed on our Website.

3. Article 3 - Booking Confirmations

3.1 General

- (a) We will provide carriage only to persons who possess a valid Booking Confirmation (a 'ticket' for the purposes of the Montreal and Warsaw Conventions) provided that, for each Passenger, such person is named as the Passenger in the Booking Confirmation.
- (b) You may not be entitled to be carried on a flight if the Booking Confirmation presented is mutilated, spoilt or tampered with, or if it has been altered otherwise than by us or our Authorised Agent. For replacement of a lost or damaged Booking Confirmation see Article 3.4.
- (c) For the purposes of the Warsaw Convention and the Montreal Convention, and for any other relevant purposes, a Booking Confirmation is deemed to serve as a passenger ticket and a document of carriage.
- (d) You cannot transfer your Booking Confirmation to another person, and name changes will not be permitted.
- (e) The Booking Confirmation is and remains at all times our property if issued by us or our Authorised Agent. If a booking confirmation (or ticket) has been issued by, or on behalf of, another airline, it is and remains the property of that airline.

3.2 Period of validity

Except as otherwise provided in the Booking Confirmation, in these Conditions of Carriage, in the Rules or in Tariffs which apply, a Booking Confirmation is valid for the date(s), time(s) and flight(s) specified on that Booking Confirmation.

3.3 Vouchers, special fares, validity and refunds

- (a) A Voucher can be used only for the payment of flights and Optional Extras and is
 - (i) valid for 12 months after the date of issue; and
 - (ii) non-transferable and cannot be endorsed.

- (b) Some of our flights are sold at special fares which may be partially or completely non-refundable. Refunds (if any) will only be given in the form of a Voucher. No monetary refunds will be given.
- (c) To receive a Voucher you must have a valid email address to which the Voucher can be sent. Accompanying the Voucher will be a PIN required to unlock the value in the Voucher at a future date. Vouchers will be valid for a period of 12 months from the date of issue and cannot be extended unless otherwise stipulated on the Voucher. Vouchers are non-transferable. They can be used for partial or complete payment of another Booking Confirmation, provided that the Passenger has a valid PIN and is the individual named on the Voucher. Vouchers can only be redeemed through any flydubai call centre, Authorized Agents and through our Website.
- (d) Some fares and Booking Confirmations have conditions attached to them which limit or exclude your right to change or cancel reservations. The different types of Booking Confirmations and the rights and restrictions connected to them are set out in the Rules.
- (e) Unless otherwise set out in the Booking Confirmation, these Conditions of Carriage or the Rules, a Booking Confirmation is valid only for the flight recorded on the Booking Confirmation. Your Booking Confirmation will be invalid and will not be honoured by us if not used in the sequence stated in the Booking Confirmation.
- (f) Unless otherwise provided for in the Rules, no refund or alternative travel will be given if the passenger does not appear for the flight within the advised time limits or before the Boarding Gate is closed.

3.4 Replacement of Booking Confirmation

- (a) At your request, and if you comply with the requirements of Article 3.4(b), we may replace your Booking Confirmation if all or part of it is lost or damaged and cannot be presented for carriage, provided there is adequate evidence, readily ascertainable at the time, that a Booking Confirmation valid for the flight(s) in question had been duly issued by us or our Authorised Agent.
- (b) Before any Booking Confirmation will be replaced by reason of Article 3.4(a) you must pay to us any applicable administration fee for this service. This Article will not apply if replacement of your Booking Confirmation is necessary by reason of our or our Authorised Agent's fault or negligence.

3.5 Our name and address on Booking Confirmations

Our name may be abbreviated to the "FZ" Airline Designator Code in the Booking Confirmation. Our address is flydubai, P.O. Box 353, Dubai, U.A.E.

4. Article 4 - Fares, taxes, fees, charges and exceptional circumstances surcharges

4.1 Fares

- (a) The fare paid for the flight(s) the subject of your Booking Confirmation covers carriage of you and may cover transport of your Baggage (our Rules set out the extent to which the fare you paid includes carriage of your Baggage) from the airport at the place of departure to the airport at the place of destination (via specified Stopovers, if any) at the times and on the dates specified in the Booking Confirmation, unless we say otherwise.

- (b) The fare does not include ground transport service between airports unless we say otherwise.
- (c) The fare for your Booking Confirmation has been calculated according to our Tariff as it applied on the date payment was made for your Booking Confirmation.

4.2 Taxes, fees and charges

- (a) Before carriage, you will pay to us the total amount of the fare, any Optional Extras and all applicable taxes, fees and charges imposed on us by a government or other authority, or by the operator of an airport, which we are obliged to collect from you or to pay in respect of your carriage.
- (b) When you purchase your Booking Confirmation, we will advise you of all taxes, fees and charges not included in the fare, most of which normally will be shown separately on the Booking Confirmation.
- (c) Taxes, fees and charges imposed on air travel are outside our control and are constantly changing and can be imposed or changed after the date your Booking Confirmation has been purchased. If a tax, fee or charge is imposed or increased after your Booking Confirmation has been purchased, you must pay to us any such tax, fee or charge, or any such increase before carriage.
- (d) If your Booking Confirmation has been purchased from our Authorised Agent and such Authorised Agent omitted to give details of all applicable taxes, fees and charges, with the result no, or insufficient, payment has been made for such taxes, fees and charges, you must pay the relevant amount at the airport of departure before you will be entitled to carriage.

4.3 Surcharges in exceptional circumstances

- (a) In exceptional circumstances, charges may be imposed on us by third parties which are of a type or amount not normally applicable to our operations (for example, insurance premium supplements or additional security costs triggered by unlawful interference with civil aviation).
- (b) In addition, we may be subjected to significant increases in operational costs (for example, fuel charges) caused by exceptional circumstances beyond our control.
- (c) In such cases, you will be required to pay to us, as fare surcharges, all such charges attributed by us to your carriage (even if imposed after the date of issue of your Booking Confirmation). We will contact you with details of any applicable fare surcharges as soon as possible. If we are unable to establish contact using your contact details, we will advise you of any applicable fare surcharge at Check-in. If you do not wish to travel due to the surcharge you may cancel the booking and obtain a Voucher to the value of the cancelled Booking Confirmation. No monetary refund will be provided.
- (d) If any exceptional circumstances surcharge ceases to apply to all or part of your carriage, or a lesser amount is due, a refund can be claimed in respect of any such surcharge which has been paid. Please ask us or our Authorised Agent for details of how to claim such refund.

4.4 Cancellation of reservation and denial of boarding

We will cancel your reservation and deny boarding if you have not paid the applicable fare (including, without limitation, applicable taxes, fees, charges, optional extras and surcharges) for the Booking Confirmation prior to your flight.

5. Article 5 - Reservations

5.1 Reservation requirements

- (a) Some fares have conditions attached to them which limit or exclude your right to change or cancel reservations. Details of any such conditions will be provided at the time of booking.
- (b) You must tell us at the time of booking if you have a medical condition or other condition for which you may require medical assistance or special assistance during embarkation, disembarkation or aboard an aircraft (for example, the circumstances contemplated in Articles 7.3 to 7.5).

5.2 Personal data

- (a) You recognise that your personal data (including sensitive personal data) has been provided to us for the purposes of: making a reservation; recording and issuing a Booking Confirmation; issuing a boarding pass and other ancillary documentation associated with your carriage; advising you of changes to your itinerary; responding to your queries or requests; issuing receipts; providing you with your carriage; providing you with ancillary services related to your carriage, including, for example, provision of wheelchair assistance, limousine services and third party services; administration of accounting, billing and auditing procedures and other administrative purposes; facilitating immigration and entry procedures; facilitating security checks including, for example, use of biometrics; dealing with customs control; dealing with immigration authorities; meeting security requirements; prevention and detection of crime; handling customer relations issues; analysis of statistics; assisting us in future transactions with you; systems testing; market analysis; tailoring our marketing to your specific carriage needs; benchmarking and performance measures; IT maintenance or development training; operating frequent flyer programmes; meeting legal obligations to you; making data available to government agencies in connection with your carriage (for example, security, customs or immigration where we are required by applicable law to do so); and other purposes associated with or incidental to your carriage.
- (b) For all these purposes, you authorise us to retain and use such data and to transmit to and/or to share it with: our own offices, our Authorised Agents, our other companies and/or brands, anyone to whom we transfer our rights and duties; third party companies offering related services (including, for example, car rental, hotels, limousines, transfers, ancillary services), governments and government agencies, credit card and other payment card companies, and other airlines or providers of such related services.
- (c) We may also retain your personal data for direct marketing, but we will obtain your authority to do this first.
- (d) Sensitive personal data, for example data relating to your health or disabilities, religion, criminal record or otherwise may be processed by us. You recognise that, by providing us with sensitive personal data you give your explicit consent for us to process it and disclose it to third parties for the above purposes. We undertake to collect, process, store, save and transfer your data in compliance with relevant data protection legislation in force from time to time. In processing your data we may transfer it to countries which may not afford the same level of protection.
- (e) We may also monitor and/or record your telephone conversations with us to ensure consistent service levels, prevent/detect fraud and for training purposes.

- (f) We may require the name and contact details of a third party whom we may contact in an emergency. It is your responsibility to ensure that the third party consents to the disclosure of the information provided for that purpose.
- (g) If you would like to know what personal data we are holding about you and/or correct the personal data that we hold about you, please contact our Dubai/ head office.

5.3 Seating

- (a) We cannot guarantee that you will be able to sit in any particular seat.
- (b) We can change your seat for a similar seat at any time, even after you have boarded the aircraft.

5.4 Aircraft

- (a) We cannot guarantee any particular aircraft will be used for your carriage. We can change the aircraft on which you will be carried, whether for operational, safety, security reasons or otherwise.
- (b) Very occasionally, it may be necessary for us temporarily to supplement our fleet with aircraft operated for us by another airline. If this applies to any aircraft on which you are due to be carried by us, we will try to inform you of the identity of the operator of the aircraft, or try to ensure that our Authorised Agents give you such information. We will try also to ensure that you receive the same level of in-flight service, entertainment, and baggage allowance advertised for your flight, but cannot guarantee that this will always be possible.

5.5 Reconfirmation of reservations

- (a) With limited exceptions, it is not necessary for you to reconfirm onward or return reservations before flying. If we do require you to reconfirm your reservation before a flight, we or our Authorised Agent will advise you when, how and where it should be done.
- (b) If you fail to reconfirm a reservation for any flight where we have told you that reconfirmation is necessary, we may cancel all of your onward or return reservations. No refund of the fare paid will be available in respect of such cancelled reservation unless permitted by the conditions applicable to your Booking Confirmation.
- (c) If, after we have cancelled your reservation because of your failure to reconfirm your reservation where we have told you that reconfirmation is necessary, we may reinstate your reservation at your request and carry you if there is space on the flight to which your cancelled reservation related. If there is no space available on the flight, we will use reasonable efforts to try to carry you on another of our flights to your next or final destination, but we are not obliged to do so.
- (d) You should check the reconfirmation requirements of any other airlines involved in your carriage with them and, where necessary, reconfirm with the airline whose Airline Designator Code is entered in the Booking Confirmation for the flight in question. We will have no liability to you if another airline cancels one or more reservations because you failed to reconfirm that reservation where you were required to do so. Your right to onward travel or a refund will be governed by the conditions of carriage of the other airline.

5.6 Cancellation of onward reservations

- (a) We will cancel the unused part of your reservation if you do not check-in for any flight or if, having checked-in, you fail to present yourself at the Boarding Gate with your boarding pass within the time limit specified by us at Check-in, unless you have advised us first.
- (b) We will not cancel your unused reservations pursuant to Article 5.6(a) if you advise us of your intention not to use any part of your reservation before Check-in has closed for the relevant flight or, alternatively, before the Boarding Gate closes if Check-in formalities have been completed.
- (c) We will not be liable to you for any loss or expense whatsoever resulting from your failure to comply fully with the requirements of Articles 5.5 and 5.6.

6. Article 6 - Check-in and boarding

- (a) A Booking Confirmation will be issued to you once you have paid for that Booking Confirmation. You must present yourself at Check-in or the Hand Baggage Desk (as the case may be; see Article 6(b) and (d)) no later than 60 minutes prior to the scheduled departure time of your flight.
- (b) If you are travelling with Checked Baggage you must present yourself at Check-in to check such baggage.
- (c) If you are travelling with Unchecked Baggage you may go straight to the Hand Baggage Desk.
- (d) You must be present at the Boarding Gate not later than 45 minutes prior to the scheduled departure time of your flight. If you arrive outside the applicable time limit at the Boarding Gate, you may be refused carriage and your Checked Baggage will be off-loaded from the aircraft.
- (e) We will not be liable to you for any loss or expense whatsoever resulting from your failure to comply fully with this Article 6.

7. Article 7 — Refusal and limitation of carriage

7.1 Our right to refuse carriage

We have the right to refuse to carry you or your Baggage on any flight (even if you hold a valid Booking Confirmation and have a boarding pass) if one or more of the events listed in Articles 0 to 7.1(u) has happened or we reasonably believe might happen, it being understood by you that we have no duty to make any enquiries when determining whether we believe an event might happen. See also Articles 7.2 and 10.5(d). concerning the consequences of being refused carriage and Article 18 concerning any decision we make about the application of this Article 7.1 to you:

- (a) refusal to carry is necessary in order to comply with any applicable government laws, regulations, orders or governmental policy; or
- (b) you commit a criminal offence during Check-in or any of the other operations of embarkation on your flight, or disembarkation from a connecting flight, or on board the aircraft before take-off; or
- (c) you fail to observe safety or security instructions of, or obstruct or hinder, any ground staff or crew member in the performance of their duties; or

- (d) you use threatening, abusive, insulting or indecent words or behave in a threatening, abusive, insulting or indecent manner to any person, including ground staff, members of the crew or other Passengers prior to or during any of the operations of embarkation on your flight, or disembarkation from a connecting flight, or on board the aircraft before take-off; or
- (e) carriage of you and/or your Baggage may endanger or adversely and materially affect, or has endangered or adversely and materially affected, the safety, health, or security of the aircraft, other Passengers or members of the crew, or the comfort of other Passengers aboard the aircraft; or
- (f) you appear to be incapacitated by alcohol or drugs; or
- (g) your mental or physical state, including your impairment from alcohol or drugs, appears to present a hazard or risk to yourself, or to Passengers, or to crew, or to the aircraft, or any person or property in it, or represents a likely or actual source of material annoyance or discomfort to other Passengers aboard the aircraft if you were to proceed to travel in the class in which you are booked or in which you have agreed to travel; or
- (h) you refuse to submit to a security check for yourself or your Baggage or, having submitted to such a check, you fail to provide satisfactory answers to security questions at Check-in or the Boarding Gate, or you fail a security profiling assessment/analysis, or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass; or
- (i) you fail to observe our safety, security or passenger comfort instructions concerning, for example, seating, storage of Unchecked Baggage, smoking, consumption of alcohol, use of drugs, dress, or use of electronic equipment (for example, mobile/cellular phones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices); or
- (j) you have made, or attempted to make, a bomb hoax, hijack threat or any other security threat; or
- (k) you have not paid in full the applicable fare, taxes, fees, applicable charges, Optional Extras or exceptional circumstances surcharges for your carriage; or
- (l) you appear, in our exclusive opinion, not to meet requisite visa requirements or not to have valid or lawfully acquired travel documents or to have acquired them by fraudulent means or you wish to travel to or enter a country through which you may be in transit for which you do not have valid travel documents or meet the requisite visa requirements, or you destroy your travel documents aboard the aircraft or between Check-in and boarding, or you refuse to allow us to copy your travel documents, or you refuse to surrender your travel documents to the flight crew, against receipt, when so requested; or
- (m) we have been informed (orally or in writing) by immigration or other authorities of the country to which you are travelling or through which you may intend to transit, or of a country in which you have a Stopover planned, that you will not be permitted entry to such country even if you have valid travel documents; or
- (n) you fail, or refuse, to give us information in your possession or available to you which a governmental authority has lawfully asked us to give about you, or it appears to us that any such information you have given is false or misleading; or
- (o) you present a Booking Confirmation for carriage that appears to have been acquired unlawfully or by fraudulent means (for example, by means of use of a

stolen credit or debit card), or appears to be forged or falsified, or altered without requisite authority, or has been purchased from or issued by an entity other than us or our Authorised Agent, or has been reported to us as being mutilated, lost or stolen, or is a counterfeit, or you cannot prove that you are the person named in the Booking Confirmation, or you fail to comply with the requirements set forth elsewhere in these Conditions of Carriage or Rules; or

- (p) you do not meet the requirements of Article 7.3 in relation to your medical fitness to fly; or
- (q) you, (or the person who is legally responsible for you, if you are a child) have failed to comply with the requirements of Article 7.7; or
- (r) you, or someone for whom you are responsible who is travelling with you (for example, a child or infant) is not permitted by law, court order or bail conditions to leave the jurisdiction of the place of departure of the aircraft; or
- (s) you are, or we reasonably suspect you are, in unlawful possession of drugs; or
- (t) you have previously behaved in any of the ways prohibited above and we believe that you may repeat such behaviour, or you have previously been refused carriage by another airline for any reason relating to your behaviour, or you have breached any of the duties imposed on you by Article 11.1 in relation to previous carriage by us; or
- (u) we have notified you that we would not at any time after the date of such notice carry you on our flights; or
- (v) you are under the age of sixteen and not accompanied by a guardian, named on the same Booking Confirmation, over the age of sixteen years; or
- (w) you have paid using a third party credit card travelling to and from certain countries and territories as identified in the Rules.

7.2 Reimbursement of costs

If you are refused carriage for any of the reasons set out in Article 7.1, you will reimburse us for any costs we incur resulting from:

- (a) repair or replacement of property lost, damaged or destroyed by you;
- (b) compensation we have to pay to any Passenger or crew member affected by your actions; and
- (c) delaying the aircraft for the purpose of removing you and/or your Baggage. We may apply towards such payment or expenditure the value of any unused carriage on your Booking Confirmation, or any of your funds in our possession.

7.3 Fitness to fly

- (a) Before boarding the aircraft for carriage you must be reasonably satisfied that you are medically fit to fly.
- (b) If doubt exists about your fitness to fly, you may not be accepted for carriage, in our absolute discretion, if it appears to us that you may have a disease which meets any of the following criteria:
 - (i) which is believed to be actively contagious or communicable and life threatening to other Passengers or crew; or

- (ii) which may cause or induce unusual behaviour, or a physical condition, which could have an adverse effect on the welfare and comfort of other Passengers or crew members; or
 - (iii) which is considered to be a potential hazard to the safety of the flight; or
 - (iv) which may cause the flight to be diverted or perform an unscheduled stop.
- (c) If you have been advised that you are fit to fly provided certain precautions are taken (for example, use of medication) it is your responsibility to ensure that all such precautions are in fact taken before, during and after your flight (as the case may be) and that you will be able to produce any written proper evidence of your fitness to fly if so required by us.

7.4 Carriage of pregnant Passengers, newborn children and infants

- (a) If you are pregnant we will carry you after the completion of your 27th week of gestation only if you produce to us a medical report or letter, signed and stamped by a doctor or midwife considered sufficiently qualified by us, stating the exact number of weeks you are pregnant, expected date of delivery, the state of pregnancy is normal, and confirming that you are fit to fly for at least your outbound journey. If the medical report or letter does not cover your return booked flight, another medical report or letter must be obtained. The medical report or letter must be written in English and the date of issuance must not be more than seven (7) days prior to the departure date.
- (b) We will not carry you after your completed 35th week of gestation. Any return flight you are planning must be completed before the completion of that 35th week.
- (c) If however, you are expecting multiple births such as twins or triplets we will only accept you for carriage up to the completion of your 32nd week of gestation. Any return flight you are planning must be completed before the completion of that 32nd week.
- (d) It is your responsibility to check if Article 7.4(a) applies to you. If you fail to comply with its requirements or you provide incorrect information about your week of gestation, and you subsequently require in-flight medical assistance, or your flight is diverted so that you may receive medical assistance, in connection with your pregnancy, you are liable to reimburse us any costs we incur of the type, for example, specified in Article 7.6 in accordance with the requirements of that Article.
- (e) Carriage of newly born infants will not be permitted until 14 days after delivery.
- (f) If you are travelling with an infant (14 days old up to two years), the infant must share a parent's seat. If the infant becomes 2 years of age during the travel period, an additional seat must be purchased for that infant to occupy. A maximum of 2 infants per adult are allowed, with one infant (minimum age 6 months) seated in an approved car-type seat, secured to the aircraft seat. An additional seat must be purchased for the car-type seat. The car-type seat should have a solid back and seat and have an integral harness, which must be a minimum of 2.5 cm wide and must include lap, shoulder and crotch straps, to ensure that the child is properly secured. The car-type seat, or any part of it, should not show any obvious signs of having sustained damage and it must be able to be secured with only the fitted aircraft seat lap belt. The car-type seat must be labelled stating that it has been approved for aviation use and have labelling describing the operating instructions attached to it.

7.5 Special assistance

If you require special assistance because you are unable to feed yourself or use the toilet unassisted, or move around or evacuate the aircraft cabin unassisted, or you have special needs requiring special equipment, we will carry you only if (a) you have obtained clearance from a doctor considered sufficiently qualified by us prior to the time of boarding; and (b) you are accompanied by a person able to assist you with your needs. It is your responsibility to ensure that all your special needs are met and you acknowledge that we cannot be held responsible in connection with meeting such special needs.

7.6 Passenger reimbursement of medical expenses

If you are taken ill aboard the aircraft due to a condition pre-existing the flight (regardless of whether or not you were aware of it) or due to your pregnancy, you will pay to us the cost of expenses paid by us in treating you aboard an aircraft, transporting you on the ground, or paying for treatment provided by a third party. You will also pay any costs we have incurred in diverting an aircraft to seek medical assistance if you have contravened Articles 7.3, or 7.4 or 7.5. We may apply towards payment due to us from you the value of any unused carriage on your Booking Confirmation or unused credits to your account with us, or any of your funds in our possession.

7.7 Carriage of unaccompanied children

- (a) We will not carry a child under 16 years of age (on the date the relevant flight commences) unless that child is accompanied by a parent or guardian who is at least 16 years of age.
- (b) An accompanying parent or guardian must be travelling on the same Booking Confirmation.

7.8 On board services

- (a) For operational reasons, we do not make any guarantees about the provision/availability of in-flight entertainment equipment and advertised programmes; advertised special meals or any other type of meals; or the availability of advertised in-flight services.
- (b) We do not guarantee that special meals will always conform to their exact description. This is because they have been prepared by third parties to our order. We do not accept requests for nut free meals and we do not guarantee that the environment aboard our aircraft will be nut or nut produce free.

7.9 Ground services

- (a) We do not make any guarantees about the provision/availability of equipment and services on the ground at airports including, for example, fast track services, airport lounges and the facilities available within those lounges.
- (b) We do not guarantee that ground services will always conform to their exact description. This is because some services are provided by third parties to our order. See also Article 12 for other provisions concerning services provided by third parties.

8. Article 8 - Baggage

8.1 Unchecked Baggage

- (a) You may only carry one piece of Unchecked Baggage (56 cm x 45 cm x 25 cm) not exceeding 7kg free of extra charge, together with one small laptop bag or small ladies handbag. If your Unchecked Baggage exceeds those dimensions or that weight or is considered unsafe for any reason, you must check it as Checked Baggage and pay any excess baggage charges which may be applicable. For details of the rates applicable to carriage of excess Baggage, please check our website or our Rules or ask us or our Authorised Agents.
- (b) If you have a highly valuable item, a musical instrument or diplomatic bag which you wish to carry with us as Unchecked Baggage but it exceeds our size or weight limitations for Unchecked Baggage, you must purchase one or more additional seats (subject to availability) in the same class of travel as you for the purpose of storing such permitted item next to you during your flight. We will not carry as Unchecked Baggage any other type of item which exceeds our size or weight limitations for Unchecked Baggage.

8.2 Checked Baggage

- (a) All Checked Baggage must be pre-purchased or paid at the airport (for details of the rates applicable to Checked Baggage, please check our website or our Rules or ask us or our Authorised Agents). Checked Baggage purchased at the airport is strictly limited and subject to space availability. Checked Baggage is purchased on a weight basis and limited to 3 pieces. Each item or piece must not weigh more than 32 kg and the dimensions must not exceed 75 cm x 55 cm x 35 cm. Checked Baggage that exceeds that weight or those dimensions will not be accepted for carriage.
- (b) You must fasten a tag, or secure a sticker, containing your name, full address and a telephone number at which we can contact you, to and again inside each item of Checked Baggage.
- (c) When you check-in Checked Baggage, we will give you a Baggage Tag for each piece of your Checked Baggage.
- (d) Checked Baggage will normally be carried on the same aircraft as you, but it may be necessary sometimes for it to be carried on another aircraft (for example, for safety, health, security, operational reasons, or due to the size or weight of the Checked Baggage, or non-compliance with relevant parts of these Conditions of Carriage). If we carry your Checked Baggage on another flight, we will deliver it to the address you have provided, unless the law at the place of collection requires you to be present at the airport of arrival for customs clearance or the reason for carriage on another aircraft related to the size or weight of the Checked Baggage or non-compliance with relevant parts of these Conditions of Carriage.
- (e) Unless we decide that your Checked Baggage will not be carried on the same flight as you, we will not carry your Checked Baggage if you fail to board the aircraft on which it is loaded or, having boarded, you leave the aircraft before take-off or at a point of transit, without re-boarding.
- (f) We will only carry your excess Baggage on the same flight as you if there is suitable space available on the aircraft and you have paid the applicable extra charge for carriage of Baggage in excess of your free Baggage allowance.

- (g) You must ensure that your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except for fair wear and tear).

8.3 Items you must not carry in your Baggage

- (a) There are certain items which you must not include in your Baggage. Set out below are prohibitions applicable to Checked and Unchecked Baggage, as well as separate and extra prohibitions applicable to Checked Baggage only and to Unchecked Baggage only. If you fail to comply with any of the applicable rules you and/or your Baggage may be refused carriage (see also Article 8.5(a)). In addition, you may not be entitled to claim compensation if any prohibited item wrongfully included in Baggage sustains Damage or causes Damage to your Baggage (see Article 15.5).
- (b) You must not include any of the following items in your Unchecked Baggage or your Checked Baggage:
 - (i) Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Rules, and in our related Rules. If you are not familiar with those rules and regulations, please ask us or our Authorised Agents for details;
 - (ii) Items which are prohibited from being carried by applicable laws, regulations, orders or governmental policy of any state to be flown from or to;
 - (iii) Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, for example, the type of aircraft being used. Please ask us about any concerns you may have about the suitability of your Baggage before you arrive at the airport;
 - (iv) War material. Please ask us if you have any doubt about whether any item constitutes war material.
 - (v) You must not include in Checked Baggage fragile or perishable items, valuable items (including, for example, money, jewellery, precious metals), computers, personal electronic devices, stored data, any medication or medical equipment which may be required in-flight or during your trip or which cannot be quickly replaced if lost or damaged, house or car keys, valuable documents (including, for example, business documents, passports and other identification documents, negotiable papers, securities deeds) or samples.
- (c) You must not include in your Unchecked Baggage:
 - (i) real, replica or toy weapons, arms and ammunition, explosives or anything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary materials; knives of any kind/type/shape or size; letter openers; metal cutlery; catapults; slingshots, razor blades and straight razor blades (excluding safety razors and accompanying cartridge blades); tradesmen's tools; darts; scissors; nail files; hypodermic needles and syringes (unless required for medical reasons and accompanied by a medical certificate confirming the

medical condition necessitating carriage); knitting needles; corkscrews; sporting bats and clubs (including, for example, baseball and softball bats, golf clubs, cricket bats but excluding tennis, badminton and squash racquets); hard sporting balls (including, for example, cricket, field, hockey or billiard, snooker or pool balls); billiard, snooker or pool cues; martial arts devices.

- (ii) any article which in our opinion, or the opinion of airport security personnel, might be used as, or adapted for use as, a weapon with the potential to cause injury or incapacitation or to represent any other security or safety threat.
- (d) If an item of Unchecked Baggage becomes Checked Baggage (whether at your request or because we require it), you must immediately remove from it all items which are prohibited from inclusion in Checked Baggage by Article 8.3. If you ask us, we will endeavour to supply you with a carrier bag if you do not have another bag of your own. You may carry such items as Unchecked Baggage, but only if you comply with our requirements regarding contents and size and weight of Unchecked Baggage specified in Article 8.1(a).
- (e) We are not responsible for any item removed from your Checked Baggage or Unchecked Baggage and retained by airport security personnel. It is your responsibility to check the security requirements applicable to your flight and departure airport prior to travel and, if personal items are removed from your Baggage by airport security personnel, it is your responsibility to ensure that you obtain a receipt from the airport security personnel and make arrangements for collection of such items.

8.4 Firearms and dangerous items

- (a) If you wish to carry Firearms, ammunition and explosives including items containing explosives (for example, Christmas crackers, fireworks or fire crackers) as Checked Baggage it is your responsibility to inform yourself of, and ensure that you have obtained, all required clearances from the government authorities of the country of departure and the country of destination before commencing your carriage.
- (b) Firearms, ammunition and explosives including items containing explosives (for example, Christmas crackers, fireworks or fire crackers) will not be accepted as Checked Baggage, unless approved by us no less than 4 business days before your flight. If accepted for carriage, firearms must be unloaded with the safety catch on, and suitably packed and accompanied by all documents legally required by the countries of departure, destination and any Stopovers. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3(b)(i). Your firearms, ammunitions and explosives will never be carried in the cabin or cockpit of the aircraft.
- (c) Weapons such as, for example, antique firearms, swords, knives, toy or replica guns, bows and arrows and similar items may be accepted as Checked Baggage only at our discretion, subject to prior approval by us, but will not be permitted in the cabin or cockpit of the aircraft.
- (d) We will have no liability or responsibility where any item accepted under Articles 8.4(b) and/or 8.4(c) is removed from your Checked Baggage and/or retained or destroyed by security personnel, government officials, airport officials, police or military officials or other airlines involved in your carriage.

8.5 Right to refuse carriage

- (a) We will refuse to carry Baggage which contains any of the items described in Article 8.3(b) (and Article 8.3(d) in the case of Unchecked Baggage only), regardless of whether and when we are told, or discover, the presence of any such items. See also Article 8.3(a).
- (b) We will refuse to accept Baggage for carriage if we decide that it is unsuitable for carriage, whether because of its size, shape, appearance, weight, content, character, or for safety or operational reasons, or for the comfort of other Passengers. If you have any doubt about particular items, please ask for guidance from us or our Authorised Agents.
- (c) We may refuse to accept Baggage for carriage if we decide that it is not properly and securely packed in suitable containers. If you ask us, we will give you information about packing and containers acceptable to us.

8.6 Right of search, screen and x-ray

- (a) For reasons of safety, health and security, and to check that you are not carrying in your Baggage any items prohibited by these Conditions of Carriage, we may search, screen and x-ray your Baggage. We will try to search your Baggage while you are present, but if you are not readily available we may search it in your absence. If you do not let us conduct all such searches, scans and x-rays, we will refuse to carry you and your Baggage.
- (b) You must allow security checks of your Baggage by government officials, airport officials, police or military officials and other airlines involved in your carriage.
- (c) If a search, screen or x-ray causes Damage to your Baggage, we will not be liable for the Damage unless it was caused solely by our negligence.
- (d) Please note that the security authorities of some countries require that Checked Baggage is secured in such a manner that it can be opened without the possibility of causing damage in the absence of the Passenger. It is your responsibility to make yourself aware of and comply with any such requirements.

8.7 Collection and delivery of Checked Baggage

- (a) Unless Article 8.2(d) requires us to deliver your Checked Baggage to you, you must collect your Checked Baggage as soon as it is made available at your destination or Stopover. If you do not collect it within a reasonable time, we may charge you a storage fee. If your Checked Baggage remains unclaimed for 3 months after it is made available at your destination or Stopover, we may dispose of it and retain for our benefit any proceeds of the disposal without notice or liability to you.
- (b) Only the person holding the Baggage Tag can claim a piece of Checked Baggage. We accept no responsibility for checking the identity or authority of the person holding the Baggage Tag or for checking that he/she has any right to collection.
- (c) We accept no responsibility for making anything other than limited enquiries of the person claiming the Baggage when assessing the right to collection.

8.8 Animals

We will not accept any animal for carriage on any flydubai flight.

9. Article 9 - Schedules, delays, cancellation of flights, denied boarding

9.1 Schedules

- (a) The flight times and flight durations shown in our timetables may change between the date of publication and the date you actually travel. We do not guarantee flight times and flight durations to you and they do not form part of your contract of carriage with us.
- (b) We may need to change the departure time of your flight and/or the departure or destination airport after your Booking Confirmation has been issued. It is your responsibility to give us or our Authorised Agent contact information so that we or that Authorised Agent can try to notify you of any such change. If the change is not acceptable to you, you will be entitled to a Voucher to the value of your Booking Confirmation. Should, due to the changed time and/or airport, a flight or a return flight with us no longer be of interest you may cancel the return flight in accordance with these Conditions of Carriage and our Rules against a Voucher for the value of the flight/return flight as the case may be.

9.2 Remedies for cancellation, rerouting and delays

- (a) Sometimes delays in departure times and the time taken for an aircraft to fly to a destination occur because of circumstances beyond our control (for example, bad weather or air traffic control delays or strikes). We will take all reasonable measures necessary to avoid delay in carrying you and your Baggage. These measures may include using an alternative aircraft or arranging for a flight to be operated for us by an alternative airline, or both.
- (b) If your flight is cancelled or delayed for reasons other than outlined in clauses 9.1 and 9.2(a) and 14.2 above the following will apply to you:
 - (i) if the departure of your flight is delayed less than three hours no compensation or refund will be given;
 - (ii) if the departure of your flight is delayed more than three hours you will receive a refreshment Voucher, applicable to the time of day; and
 - (iii) if your flight is cancelled you may be re-booked on the next available flight to the same destination free of charge. You can also change your return journey free of charge, subject to availability. Alternatively, you can cancel your reservation and receive a full refund in the form of a Voucher.
- (c) The three remedies in Articles 9.2(b)(i) to 9.2(b)(iii) do not affect any rights you may have under Article 15.6. Those remedies and rights represent the sole and exclusive remedies and rights available to you if your carriage is affected by one of the events listed in Article 9.2(b).

9.3 Denied boarding

- (a) If you are denied boarding on a flight for which you have a valid Booking Confirmation you will be entitled to travel on the next available flight, receive refreshments and care appropriate to the time of day and duration until the next available flight. You will also receive a refund for the total amount of your booking in the form of a Voucher. This does not apply if we refuse to carry you for reasons permitted by these Conditions of Carriage (see, for example, Articles 6 and 7).

- (b) If Article 9.3(a) applies to you, we will pay to you any compensation due to you under applicable law and our denied boarding compensation policy.
- (c) Apart from your rights under this Article 9.3, we will have no liability to you for any loss or expense whatsoever. Please ask about our denied boarding compensation policy.

10. Article 10 - Refunds

- (a) We will refund the fare paid for your Booking Confirmation, or any unused part of it, together with applicable taxes, fees, charges and exceptional circumstances surcharges in accordance with these Conditions of Carriage and our Rules and Tariffs.
- (b) Unless we say otherwise, we will make a refund only to the person who has paid for the Booking Confirmation, provided we are given proof of identification and payment.

11. Article 11 - Conduct aboard aircraft

11.1 General

At all times during your carriage, you have a duty to behave in a manner which is not likely to:

- (a) contravene the laws of any state which has jurisdiction over the aircraft;
- (b) endanger, or threaten (whether by hoax threats or otherwise) the aircraft or any person or property;
- (c) injure or prejudice the health of other persons aboard the aircraft or create the risk or threat of injury or damage to health;
- (d) cause distress to, or be complained of as materially objectionable to, other persons aboard the aircraft, such conduct includes, for example, harassment, molestation, sexual assault or abuse;
- (e) cause, or be likely to cause, loss of or damage to our property or that of other persons aboard the aircraft;
- (f) obstruct, hinder or interfere with the crew in the performance of their duties;
- (g) contravene any instruction or direction of the crew or the airline (whether oral or by notice) lawfully issued for the purpose of the safety or security of the aircraft and of persons or property and/or the comfort or convenience of Passengers, including, instructions concerning safety, security, seating, seat belts, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, cellular telephones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices (for example, radio controlled toys and walkie talkies). See also Article 18 concerning decisions we make about the application of Article 11.1 to you.

11.2 On board alcohol

You are not allowed to consume alcohol aboard an aircraft (whether purchased as duty free from us or someone else or otherwise obtained) unless it has been served to you by us. We have the right, at any time for any reason, to refuse to serve alcohol or to withdraw alcohol which has been served.

11.3 Smoking policy

Smoking is not permitted on any of our flights.

11.4 Breach of duty

If we reasonably believe that you have failed to fully observe all of the duties placed on you by Articles 11.1 to 11.3:

- (a) we may report the matter to any relevant police or other enforcement authority; and
- (b) we may take such measures as we consider necessary to prevent the continuation or repetition of the offending conduct including, for example, physical restraint and/or removal of you from the aircraft and/or refusal to carry you after a Stopover (whether made for the purpose of removing you from the aircraft or otherwise); and
- (c) we may decide to refuse to carry you at any time in the future; and
- (d) you will reimburse us for any costs we incur in order to:
 - (i) repair or replace property lost, damaged or destroyed by you;
 - (ii) compensate any Passenger or crew member affected by your actions; and
 - (iii) divert the aircraft for the purpose of removing you from the aircraft.

We may use the value of any unused carriage on your Booking Confirmation or any of your funds in our possession to pay sums due to us from you.

12. Article 12 - Services provided by third parties

- (a) If we arrange for another company to provide you with surface carriage or other services (for example, a limousine, ground transfer, hotel reservation or accommodation or car rental) or if we issue you with a ticket or voucher relating to any such surface carriage or other services, we are acting only as your agent in making those arrangements or issuing the ticket or voucher. The terms and conditions of the company providing those services will apply to you.
- (b) We will have no liability to you regarding any surface carriage or other services we arrange for you which are to be provided by another company unless caused solely by our negligence. See Articles 7.8 and 7.9 for other provisions concerning services provided by third parties.

13. Article 13 - Travel documents, customs and security inspections

13.1 General

- (a) You are responsible for obtaining and holding all of the travel documents you need for any country you are visiting (even as a transit Passenger).
- (b) You must obey all laws, regulations, orders, and other requirements of all countries you will exit, enter, or through which you will transit during your journey.
- (c) For details of required travel documents, we advise you to contact the embassy, consulate or other relevant body of all relevant countries prior to making your booking and at the time of making your booking. If you are not travelling immediately, we advise you to contact the same bodies again before you

commence travel to ensure that the requirements which are applicable to you have not changed and that your travel documents remain valid for all flights, destinations and planned Stopovers.

- (d) If requested, you must present to us all passports, visas, health certificates and other travel documents needed for your journey, permit us to take photocopies of those documents or deposit those documents with a member of our flight crew aboard your aircraft for safe keeping during a flight against issue to you of a receipt. We have the right to require you to present to us any of these documents at any time before or during your carriage.
- (e) We will not be liable to you if you do not have all passports, visas, health certificates and other travel documents needed for your journey or if any of those documents are out of date or if you have not obeyed all laws, regulations, orders, and other requirements of all countries you will exit, enter, or through which you will transit during your journey.
- (f) We will not accept you or your Baggage for carriage if your visas or travel documents do not appear to be in order or if you have not complied with the other requirements of this Article 13.1. We have the right to refuse carriage in this way even if you have started or completed part of your carriage before it becomes clear to us (whether as a result of operation of Article 13.1(d) or otherwise) that you have not complied with Article 13.1.

13.2 Refusal of entry

If you are refused entry to a country (including a country you transit through while en route to your destination), you must reimburse us in full on request any fine, penalty or charge assessed against us by the government concerned (including detention costs) as well as the fare for transporting you, and an escort if required, from that country. We will not refund to you the fare paid for carriage to the airport where you were refused entry.

13.3 Passenger responsible for fines, detention costs and other charges

You must reimburse us in full on request the amount of any fine, penalty, detention costs, deportation or removal expenses, escorting charges (if any), cost of ticket(s) issued for you, or any other expenditure we incur because you have failed to comply with any laws, regulations, orders or other travel requirements of the country you have travelled to or because you have failed to produce the required travel documents on seeking entry to a country or you have been refused admission into the country. We may use the value of any unused carriage on your Booking Confirmation or any of your funds in our possession to pay sums due to us from you.

13.4 Return of confiscated travel documents

We will not be liable to you for the return of any of your travel documents, identification documents or Booking Confirmations confiscated by a governmental or other authority.

13.5 Customs inspection

If required, you will attend inspection of your Baggage by customs or other government officials. We will not be liable to you for Damage suffered by you in the course of such inspection or as a result of your failure to attend.

13.6 Security inspection

You must allow security checks, searches and scans of your person by us, our handling agents, government officials, airport officials, police or military officials and other airlines involved in your carriage. If you do not allow all such security checks, searches and scans to be

conducted, we will refuse to carry you and your Baggage. See also Article 8.6 for security checks on your Baggage.

14. Article 14 - Successive airlines

Where your carriage is to be performed by us and other airlines in succession it is likely to be regarded as a single operation for the purposes of the Warsaw Convention and the Montreal Convention. See Article 15.2 for limitations of our liability for such carriage.

15. Article 15 - Liability for damage

15.1 Applicable rules

Our liability will be determined by applicable law and these Conditions of Carriage. Where other airlines are involved in your journey, their liability will be governed by applicable law and, unless these Conditions of Carriage state otherwise, their conditions of carriage. Applicable law may comprise the Warsaw Convention or the Montreal Convention and/or laws which apply in individual countries. The Warsaw Convention and the Montreal Convention apply to international carriage as defined in those Conventions. Provisions concerning our liability are set out in Articles 15.2 to 15.6.

15.2 Scope of liability

We will be liable only for Damage occurring during carriage performed by us, or in relation to which we have a legal liability to you. Where we issue a ticket for carriage by another airline, or we check-in your Baggage for carriage by another airline, we do so only as agent for that airline.

15.3 General limitations

- (a) Wherever the Warsaw Convention or the Montreal Convention applies to your carriage, our liability will be subject to the rules and limitations of the applicable Convention.
- (b) We will be wholly or partly exonerated from liability to you for Damage if we prove that the Damage was caused or contributed to by your negligence or other wrongful act or omission.
- (c) We may be wholly or partly exonerated from liability to you for Damage if we prove that the Damage did not result from our negligence, or that it resulted from the negligence of a third party, or that we took certain measures to avoid the Damage or that it was impossible to take such measures.
- (d) We will not be liable for any Damage arising from our compliance with applicable local law or government rules and regulations, or from your failure to comply with the same, except as may be provided by the Warsaw Convention or the Montreal Convention.
- (e) Except where we state otherwise in these Conditions of Carriage, we will be liable to you only for compensatory damages you are entitled to recover for proven losses and costs under the Warsaw Convention or the Montreal Convention or local laws which may apply.
- (f) Your contract of carriage with us (including these Conditions of Carriage and all applicable exclusions and limits of liability) applies for the benefit of our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. As a result, the total amount recoverable from us and our

Authorised Agents, servants, employees and representatives will not be more than our own liability, if any.

- (g) Nothing in these Conditions of Carriage:
 - (i) gives up or waives any exclusion or limitation of our liability available under the Warsaw Convention, or the Montreal Convention or applicable local law unless otherwise expressly stated in writing by us; or
 - (ii) prevents us from excluding or limiting our liability under the Warsaw Convention, or the Montreal Convention, as applicable, or under any other laws which apply, or gives up any defence available to us thereunder against any public social security body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

15.4 Death or injury of Passengers

Our liability for damage sustained by you, in the event of death, wounding or other bodily injury caused by an accident is subject to the rules and limitations of applicable law as well as the following supplementary rules:

- (a) Our liability for proven damages will not be subject to any financial limit, be it defined by law, the Warsaw Convention or otherwise;
- (b) For any proven damages up to the National Currency Equivalent of 100,000 SDRs (or, where the Montreal Convention is applicable, the National Currency Equivalent of 113,100 SDRs), any defence based on proof that we and our agents have taken all necessary measures to avoid the damage, or that it was impossible for such measures to have been taken, will not apply to us;
- (c) We agree to make advance payments to you or your heirs subject to the following terms and conditions:
 - (i) the person receiving payment is a natural person (that is to say, a person in the ordinary sense of the word as opposed to artificial persons or corporations);
 - (ii) you are, or the person receiving payment is, entitled to compensation under applicable laws;
 - (iii) payments will be made only in respect of immediate economic needs;
 - (iv) the amount of a payment will be proportional to the economic hardship being suffered as a result of the death, wounding or bodily injury, save that, in the case of death, it will not be less than the National Currency Equivalent of 15,000 SDRs per Passenger;
 - (v) payment will not be made later than 15 Days after the identity of the person entitled to compensation has been established under applicable laws;
 - (vi) no person will be entitled to receive a payment if he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates by his or her negligence;
 - (vii) all payments will be made subject to the condition that they will be returned to us on proof that the recipient has not complied with or satisfied Article 15.4(c)(ii) or he or she or the Passenger to whom the

payment relates, caused or contributed to the Damage to which the payment relates;

- (viii) payments will be off-set against any subsequent sums payable in respect of our liability under applicable laws;
- (ix) except for payment of the minimum sum specified in Article 15.4(c)(iv) in respect of death, a payment will not exceed the maximum damages for which we may be liable to pay the recipient;
- (x) the making of a payment will not constitute recognition or admission of liability by us;
- (xi) no payment will be made unless the person receiving payment gives us a signed receipt which also acknowledges the applicability of Articles 15.4(c)(vii), (viii) and (x); and
- (xii) save to the extent in conflict with any applicable law, and subject to payment of the minimum sum specified in Article 15.4(c)(iv) in the case of death, our decision in relation to the payment amount will be final.

15.5 Baggage

- (a) We will not be liable for Damage to Unchecked Baggage unless we caused the Damage by our negligence.
- (b) We will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage (for example, destruction of, or damage caused by or to, fragile, perishable and other items which you are prohibited from including in your Baggage by Articles 8.3 and 8.4). Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigours of transportation by air (see also Article 8.2(g) regarding the suitability of your Baggage for transportation by air).
- (c) Our liability for Damage to Baggage is limited to the maximum amounts stated in Articles 15.5(c)(i) to (v) unless you prove that the Damage resulted from our act or omission either done with the intention of causing Damage or recklessly and with knowledge that Damage would probably result. You may wish to make a special declaration of value (see Article 15.5(d)) or buy yourself insurance to cover instances where the actual value or replacement cost of your Checked Baggage or Unchecked Baggage exceeds our liability.
 - (i) The National Currency Equivalent of 332 SDRs (approximately US\$400) per Passenger applies to Damage to Unchecked Baggage where the Warsaw Convention applies to your carriage;
 - (ii) The National Currency Equivalent of 17 SDRs (approximately US\$20) per kilogram, or any higher sum agreed by us pursuant to Article 15.5.5, applies to Damage to Checked Baggage where the Warsaw Convention applies to your carriage;
 - (iii) The National Currency Equivalent of 1,131 SDRs (approximately US\$1780) per Passenger, or any higher sum agreed by us pursuant to Article 15.5(d), applies to Damage to both Unchecked and Checked Baggage where the Montreal Convention applies to your carriage;
 - (iv) The limit of liability for Damage to both Unchecked and Checked Baggage laid down by local law applies to your Baggage where local

law applies to your carriage instead of the Warsaw Convention or the Montreal Convention.

- (v) The limits of liability for Damage to both Unchecked and Checked Baggage specified in Articles 15.5(c)(i) and (ii) apply to Damage to Unchecked Baggage and Checked Baggage respectively where neither the Warsaw Convention nor the Montreal Convention applies to your carriage and no limit of our liability is laid down by applicable local law.
- (d) We will increase our liability to you for Damage to Checked Baggage to an amount specified by you and agreed by us at the time you hand your Checked Baggage to us at Check-in, but only if you pay to us an additional charge calculated in accordance with our Rules. This is known as a "special declaration of value". Please ask us for details of the applicable charges if you want to use this option.
- (e) If the weight of your Checked Baggage is not recorded on the Baggage Check, we will presume that it is not more than the free baggage allowance for the class of carriage for which you were booked.
- (f) Where carriage of your Baggage is performed by successive airlines and either the Warsaw Convention or the Montreal Convention applies to that carriage, you are entitled to make a claim against us if we are the first or last airline in that carriage, even if the Damage to the Baggage did not occur during carriage by us.

15.6 Delay in the carriage of Passengers

Our liability for Damage caused by delay in your carriage by air is limited by the Warsaw Convention and the Montreal Convention. In the case of carriage governed by the Montreal Convention, our liability will be limited to the National Currency Equivalent of 4,694 SDRs. Where neither of those Conventions applies, we will have no liability to you for delay, except as provided in these Conditions of Carriage.

15.7 Advice to international Passengers on limitation of liability

Where your journey involves an ultimate destination or stop in a country other than the country of origin, you are advised that the Warsaw Convention or the Montreal Convention may be applicable to your entire journey, including any section entirely within the country of origin or destination.

Where the Montreal Convention is applicable, the airline is liable for proven damages for death or personal injury, and certain defences to liability specified by that Convention will be inapplicable for damages not exceeding the National Currency Equivalent of 113,100 SDRs.

Where the Montreal Convention is not applicable, the conditions of carriage of many airlines (including flydubai, as specified in Article 15.4 above) provide that the liability for death or bodily injury will not be subject to any financial limit defined by the Warsaw Convention and that, in respect of such damage up to a maximum of the National Currency Equivalent of 100,000 SDRs, any defence to liability based on proof that they have taken all necessary measures will not apply. Where no such provisions are included in the airline's conditions of carriage, please note that:

- (a) for such Passengers on a journey to, from or with an agreed stopping place in the USA, the Warsaw Convention and special contracts of carriage embodied in applicable Tariffs provide that the liability of certain airlines, parties to such special contracts, for death of or personal injury to Passengers is limited in most cases to proven damages not to exceed US\$75,000 per Passenger, and that this liability up to such limit will not depend on negligence on the part of the airline; and

- (b) for such Passengers travelling by an airline not a party to such special contracts or on a journey to which the Warsaw Convention applies which is not to, from or having an agreed stopping place in the USA, the liability of the airline for death or personal injury to Passengers is limited in most cases to US\$10,000 or US\$20,000; and
- (c) some countries impose higher limits than those stated in (a) and (b).

The names of airlines or parties to such special contracts of the type mentioned in (a) above, are available at all ticket offices of such airlines and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the airline's liability under the Warsaw Convention or the Montreal Convention or such special contracts of carriage of the type mentioned in (a) above. For further information, please consult your airline or insurance company representatives.

Note: The limit of liability of US\$75,000 specified in (a) above of this Article 15.7 is inclusive of legal fees and costs except that, in case of a claim brought in a state where a provision is made for separate award of legal fees and costs, the limit will be the sum of US\$58,000 exclusive of legal fees and costs.

16. Article 16 - Time limits for baggage claims, processing of baggage claims, and time limits for all actions for damages

16.1 Time limit for Baggage claims

- (a) If you, or the person holding the Baggage Check and Baggage Identification Tag with your authority, receives Checked Baggage without complaint, the absence of complaint will be sufficient evidence that the Checked Baggage was received in good condition unless you prove otherwise.
- (b) If you want to claim compensation from us for Damage to Checked Baggage, you must notify us as follows.
 - (i) if the Damage to Checked Baggage is physical in nature you must notify us in writing within 7 Days of receipt of the Checked Baggage;
 - (ii) if the Damage consists of total or partial loss of Checked Baggage you must notify us in writing within 7 Days of the date the Checked Baggage arrived or should have arrived;
 - (iii) if you want to claim compensation from us for delay of Checked Baggage, you must notify us in writing within 21 Days from the date the Baggage was placed at your disposal.

16.2 Processing of Baggage claims

- (a) All claims for compensation for Damage to Baggage must be accompanied by an itemised list identifying each affected item by description, manufacturer and age, together with proof of purchase or ownership for all such items. Proof of purchase will not be required in relation to any item which costs less than US\$5 (or National Currency Equivalent), or is more than 5 years old and has a claims value of less than US\$50 (or National Currency Equivalent).
- (b) In the case of a compensation claim concerning physical damage to Baggage, you must retain and, if requested by us, let us examine the affected Baggage so that we may assess the nature, extent and reparability of that damage.

- (c) If you wish to claim the cost of replacement of an individual item which forms part of a claim for compensation for Damage to Baggage, you must consult us before you incur such cost otherwise we may not include the cost in any compensation payable. This requirement will not apply where the total cost of replacement items does not exceed US\$50 or the National Currency Equivalent. Proof of purchase of all replacement items must accompany your claim. Proof of purchase will not be required in relation to any item which costs less than US\$5 (or National Currency Equivalent).
- (d) For all claims for compensation concerning Baggage, you must provide us with any information we may request to assess the eligibility of your claim for compensation and the amount of any compensation payable.
- (e) If required by us, you will sign a statement of truth regarding the facts of your claim for Damage to Baggage before we pay any compensation to you.
- (f) Failure by you to fully comply with the relevant requirements of Article 16.2 may adversely affect the amount of any compensation to which you may be entitled.

16.3 Time limit for all actions for damages

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

17. Article 17 - Our Rules

Some aspects of your carriage (including, without limitation, fares and fare structures] may be governed by our Rules in addition to these Conditions of Carriage. Wherever applicable, you must obey our Rules (but see Article 2.4 for what happens if these Conditions of Carriage are inconsistent with any of our Rules). Copies of our Rules are available from us on request, and those regarding some aspects of our fares and other matters are attached as a Schedule to these Conditions of Carriage.

18. Article 18 - Interpretation

- (a) We will use reasonable efforts to make correct decisions about the interpretation of applicable laws, regulations, orders or governmental policy for the purposes of Articles 7.1 (our right to refuse carriage), and 11.1(a) (your conduct aboard aircraft).
- (b) Sometimes such decisions may have to be made in circumstances where limited time is available and no proper opportunity exists to carry out any or sufficient enquiries. As a result, any such decision made by us will be final and binding on you even if subsequently proved to be incorrect, provided that at the time we made our decision we had reasonable grounds for believing that it was correct.
- (c) Where we expressly state in these Conditions of Carriage that you must comply with applicable law or applicable governmental, ICAO or IATA requirements, you must make sure that you comply with such applicable law or requirements at all times and especially on the date or dates of your carriage.
- (d) All dates and periods of time referred to in these Conditions of Carriage will be ascertained in accordance with the Gregorian calendar.
- (e) The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

1. Schedule

Rules

| | | No change | Pay to change | Free to change |
|---|-------------------------------------|---|--|---|
| What's included | | One way fare, including all taxes and a 7 kg hand baggage allowance | One way fare, including all taxes and a 7 kg hand baggage allowance | One way fare, including all taxes, a 7 kg hand baggage allowance and a 20 kg checked baggage allowance |
| Change of flight or date | More than 24 hours before departure | No change allowed | Pay AED 100 per person, per flight plus the difference in the fare. If the fare is lower, a flydubai voucher will be issued. | Pay the difference in the fare. If the fare is lower, a flydubai voucher will be issued |
| | Less than 24 hours before departure | No change allowed | No change allowed | Pay AED 365 per person, per flight plus the difference in the fare. If the fare is lower, a flydubai voucher will be issued |
| If you don't make your flight (no show) | | No refund or flight change allowed | No refund or flight change allowed | Pay AED 365 per person, per flight plus the difference in the fare. If you don't want to fly your fare will be refund to voucher less AED 365 per person, per flight. |
| Cancellation and refund | More than 24 hours before departure | Cancellation fee is 100% of the money paid to flydubai | A flydubai voucher will be issued less the AED 150 cancellation fee, per person, per flight. | A flydubai voucher will be issued less the AED 150 cancellation fee, per person, per flight. |
| | Less than 24 hours before departure | Cancellation fee is 100% of the money paid to flydubai | Cancellation fee is 100% of the money paid to flydubai | A flydubai voucher will be issued less AED 365 per person, per flight. |

For markets outside of the UAE, these fees will be converted into local currencies.

Child fares

A child over the age of 2 occupying a seat must pay the regular fare. However, as some countries have different taxes for children, a child is classified as someone more than 2 years and less than 12 years of age for the entire duration of their journey.

Infant fares

A guardian must pay a service charge of AED 50 plus the applicable taxes.

Fuel surcharges and taxes

flydubai's fares are inclusive of fuel surcharges and taxes. Some airports may charge additional taxes charged at the point of departure. Flydubai cannot pay these taxes on your behalf.

Name changes

Name changes are not permitted.

Cancellation and refund

flydubai does not offer a cash refund. If you decide to cancel your flight, a flydubai voucher is issued, less the cancellation fee. A flydubai voucher is valid for 12 months and, unless otherwise stated, is non-transferable, non-endorsable and can be used towards future travel with flydubai only. flydubai vouchers can not be used on board the aircraft.

Third party credit cards

If a credit card is used to pay on behalf of the non-credit card holder, a photocopy of the front of the credit card and a photocopy of the cardholder's passport must be presented at the airport.

If these photocopies cannot be presented at the airport, flydubai will not allow you to travel.

Please note that a credit card cannot be used to pay on behalf of someone else travelling to or from Sudan, Bangladesh, Nepal, Ethiopia Pakistan or Sri Lanka.