



## CONDITIONS OF CARRIAGE

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## CONDITIONS OF CARRIAGE

### 1. DEFINITIONS AND INTERPRETATION

Throughout these conditions the following words and expressions shall have the following meaning:

**"We", "Our" "Ourselves" and "Us"** - Aruba Airlines

**"You", "Your" and "Yourself"** - any person, except members of the flight crew, carried or to be carried in an aircraft as a Guest pursuant to a Ticket (See also **"Guest"**).

**"Airline Designator Code"** - the two or three letter code which identifies particular air carriers.

**"Baggage"** - your personal property accompanying you on your flight. Unless otherwise specified, it includes both your checked and unchecked baggage.

**"Baggage Check"** - those portions of the ticket which relate to the carriage of Checked Baggage.

**"Baggage Identification Tag"** - a document issued solely for identification of each piece of checked baggage.

**"Conditions of Carriage"** - means these conditions of carriage.

**"Guest"** - any person, except members of the crew, carried or to be carried in an aircraft as a Guest, with our consent or with the consent of the carrier. (See also **"you", "your" and "yourself"**).

**"Denied Boarding"** - refusal to carry a Guest on a scheduled flight which operates, for which he has presented himself with a valid Ticket and confirmed reservation and has presented himself for check-in in accordance with the time stipulated in Article 6.

**"Checked Baggage"** - baggage of which we take custody and for which we have issued a Baggage Check.

**"Confirmation Number"** - the confirmation number in the Ticket issued by us and delivered to you at the time of booking.

**"Convention"** - whichever of the following instruments are applicable: -

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

**"Damage"** - includes death or, wounding of, or bodily injury to, or delay a **Guest**. It also includes loss, partial

loss, theft, or other damage or delay to **baggage**.

"**Days**" - calendar days, including all seven days of the week; provided that, for the purpose of notification, the day on which notice is dispatched shall not be counted; and furthermore, for purposes of determining duration of validity of a ticket, the day upon which the ticket is issued, or the flight commenced shall not be counted.

"**Flight**" - a flight from one point indicated on the ticket to the next.

"**Itinerary**" - means the document we issue to the Guest by email or on paper, containing the Guest name and Flight information and notices.

"**SDR**" - a Special Drawing Right, which is the composite unit of currency constituting the official unit of exchange of the International Monetary Fund.

"**Stopover**" - a scheduled stop on your journey, at a point between the place of departure and the place of destination, which has been agreed to in advance by us.

"**Ticket**" - the confirmation document entitled Itinerary containing the Guest name, flight information and the Confirmation Number issued by us or on our behalf, and incorporating the conditions of contract and notices, whether issued and sent to you by email, by fax or issued on paper and sent to you by fax and including the boarding pass issued to you at check-in.

"**Unchecked Baggage**" - any of your baggage other than checked baggage.

"**Website**" - means our internet site **www.arubaairlines.com**

## **2. APPLICABILITY**

### **2.1 General**

Subject to Article 2.2 and 2.3, these Conditions of Carriage apply to all carriage by air purchased by you from us or in any case where we have a legal liability to you in relation to your flight.

These conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in relevant contracts or passes.

### **2.2 Overriding law**

These Conditions of Carriage apply unless they are inconsistent with any applicable law, in which event such law shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### **2.3 Conditions prevail over regulations**

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

## **3. TICKETS**

### **3.1 Ticket Prima Facie Evidence of Contract**

**3.1.1** We will only carry you if you are the Guest named in The Ticket. We may ask you to prove that this is the case.

**3.1.2** We sell some tickets at discounted fares which may be partly or completely non-refundable. You should choose the fare which best suits your needs and consider

taking out insurance to cover tickets where you might have to cancel your ticket.

### 3.2 **Changes to your ticket and non-use**

3.2.1 Changes to your ticket will only be made in the following circumstances and subject always to the regulations set out in the fare rules available on our website or on request by contacting our Call Centre:

3.2.1.1 the change to your flight or the Guest's name may be made up to four hours prior to the time specified for the check-in for the Flight to which the Confirmation Number relates and in the case where the Confirmation Number relates to more than one flight, four hours prior to the check-in time specified for the Flight you seek to change;

3.2.1.2 a fee per Guest, per flight change and/or per name change is paid;

3.2.1.3 you have paid any resultant increase in the applicable fare which results from the change.

3.2.1.4 In the event of a change in Guest travelling, you must provide us with the full name and address and contact number of the new Guest. Where time permits we will issue a new Itinerary to you by e-mail confirming the changes.

3.2.2 If a Ticket and/or Confirmation Number is presented to us by a person other than the person entitled to carriage, we shall not be liable to the person entitled to carriage if the carriage has been provided in good faith.

### 3.3 **Period of validity**

3.3.1 A Confirmation Number is valid for carriage solely for the Flight or Flights to which it relates.

3.3.2 Except as otherwise provided in the ticket, or in these Conditions of Carriage, a Ticket is valid for 6 months from the date of issue.

### 3.4 **Personal Data**

You recognise that your personal data has been provided to us for the purpose of making a reservation; issuing a ticket; providing you with transportation and ancillary services; administration of accounting, billing and auditing procedures and other administrative procedures; checking credit card and other payment cards; facilitating immigration, entry procedures and dealing with customs control in the country or countries of a Stopover or in the country of your departure or the country of your destination; facilitating the security check and meeting security requirements, including the use of biometrics; handling Guest relations issues; analysis of statistics; assisting us in future transactions with you; systems testing, maintenance or development; or meeting legal obligations to make such data available to government agencies in connection with your travel for security or other reasons. We may also retain your personal data for direct marketing and market research, but not without your authority. We undertake to collect, process, store and transfer your data in compliance with relevant EU data protection legislation.

### 3.5 **Seating**

Aruba Airlines offer a seat guarantee to our Guests with a paid seat. When Aruba Airlines fails to provide the seats selected as those appearing in the Guests booked itinerary or emailed confirmation, Aruba Airlines will refund the seat price paid in the currency paid, to the form of payment made. Additionally Aruba Airlines will provide a voucher for future

travel equal to the amount paid. Guests who make a seat reservation and subsequently request reseating at check in are exempt from this offer. Should we have an operational reason to have to request we reassign your seat, the seat guarantee will be applicable.

### **3.6 Aircraft**

3.6.1 For your Flight we will try to provide the aircraft as specified in our timetable or specified to you at the time of issue of your Ticket. However, we do not guarantee any particular aircraft. We reserve the right to substitute a different aircraft type or model. This may be necessary for operational, safety, security or commercial reasons, or because of unusual or unforeseen circumstances, which are beyond our control.

3.6.2 It may be necessary on occasions for us to utilise for our services aircraft which are operated for our benefit by another airline. Where such utilisation is necessary for unusual or unforeseen circumstances beyond our control, we will try to ensure that you receive the same level of in-flight service and baggage allowance advertised for your flight but we do not guarantee that this will always be possible.

3.6.3 Wherever another carrier operates your flight, the expressions "we", "our", "ourselves" and "us" will apply to such carrier.

### **3.7 Flight Timings**

All timings shown will be local times in the country of the departure and you are responsible for ensuring that you arrive at the respective airports/check in desks so as to ensure sufficient time for normal check-in, immigration, security and other boarding procedures to take place.

## **4. FARES AND CHARGES**

### **4.1 General**

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport services between airports nor onward transportation from the destination airport. Your fare will be calculated in accordance with Article 4.2. Should you change your itinerary or dates of travel, this may affect the fare paid.

### **4.2 Fare Calculation**

Each Flight will have a series of published fare and be subject to availability at the time of making a payment.

### **4.3 Taxes, fees and charges**

Applicable taxes, fees and charges imposed by the government or other authority, or by the operator of an airport and in effect at the date of purchase of the ticket, are included within the published fare. If any tax, fee or charge imposed by the government or other authority, or by the operator of an airport is increased after the flight has been purchased, the Guest will be required to pay the increase prior to departure. If any tax, fee or charge imposed by the government or other authority or by the operator of an airport is decreased after the flight has been purchased the Guest will be refunded the difference upon request, and an administration fee will be charged.

### **4.4 Exceptional Circumstances Surcharges**

In exceptional circumstances, charges may be imposed on us by third parties of a type or amount not normally applicable to our operation (for example, but not limited to, insurance premium supplements or additional security costs triggered by terrorism). Where such charges relate to your carriage, we are entitled to require you to pay, as fare surcharges in addition to the published price, all such charges attributable by us to the carriage (even if they are imposed after the date of issue of your Ticket, save that where the total of all surcharges payable exceeds \$20 (or the equivalent amount in the currency used to purchase the ticket), you may choose not to pay and receive an involuntary refund on your Ticket in accordance with the provisions set out at Article 10.2

#### 4.5 **Currency**

Fares and charges are payable in the currency of the origin of the journey. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at our prevailing rate of exchange from time to time.

### 5. **RESERVATIONS**

#### 5.1 **Method of Booking**

A booking can be made through our Website or in the case of special requirements such as, but not limited to, special needs, carriage of outsize or fragile baggage, arrangements can be made by contacting our Call Centre.

#### 5.2 **Confirmation of Reservation**

A reservation is confirmed when we issue a Ticket including a Confirmation Number.

### 6. **CHECK-IN/BOARDING**

6.1 You must have completed the check-in process sufficiently in advance of the flight departure to permit completion of any government formalities and departure procedures, such as immigration and customs. Check-in closes strictly at 30 minutes prior to the scheduled departure time at all airports.

6.2 We will cancel the seat reserved for you if you fail to arrive at our check-in location less than 45 minutes before the scheduled departure time of the aircraft, or fail to make yourself available at the correct boarding gate no later than 15 minutes before the scheduled departure time, or if you appear improperly documented and not ready to travel. We will not wait for you.

6.3 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

6.4

### 7. **REFUSAL AND LIMITATION OF CARRIAGE**

#### 7.1 **Right to refuse carriage**

We may, at our discretion, refuse to carry you or your baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights or if one or more of the following has occurred or we reasonably believe it may occur:

7.1.1 you fail to produce a passport, or in the case of a flight for which a passport is not required, fail to produce a driving licence, national identity card or other form of photographic identification which is, at our sole discretion, acceptable to us;

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- 7.1.2 carrying you is in contravention of any applicable government laws, regulations or orders;
  - 7.1.3 you commit a criminal offence during any of the operations of embarkation on your flight, or disembarkation from a connecting flight, or on board the aircraft;
  - 7.1.4 you fail to observe safety or security instructions of, or obstruct or hinder, ground staff in the performance of their duties;
  - 7.1.5 you use threatening, abusive or insulting words or behave in a threatening, abusive or insulting manner to ground staff or members of the crew prior to or during boarding the aircraft or disembarkation from a connecting flight whether operated by Aruba Airlines or any other airline;
  - 7.1.6 the carriage of you and/or your baggage may endanger or affect, or has endangered or affected, the safety of the aircraft or anyone in the aircraft;
  - 7.1.7 carriage of you and/or your baggage may endanger or affect the safety or health of or anyone in the aircraft;
  - 7.1.8 carriage of you or your unchecked baggage may materially affect the comfort of the other Guests;
  - 7.1.9 your physical or mental state, including your impairment from alcohol or drugs, appears to present a hazard or risk to yourself, to Guests, to crew, or to the aircraft or property in it, or represents a likely source of material annoyance or discomfort to other Guests;
  - 7.1.10 you have refused to submit to a security check for yourself or your baggage;
  - 7.1.11 you fail to observe our instructions with respect to safety or security and comfort of other Guests on matters such as, but not limited to, seating, storage of unchecked baggage, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, cellular phones, laptop computers or tablets, PDA's, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices;
  - 7.1.12 you are, or we reasonably suspect you are, in the unlawful possession of drugs;
  - 7.1.13 you have made a hoax bomb threat or hijack threat;
  - 7.1.14 you have not paid the applicable fare, taxes or charges for your journey;
  - 7.1.15 you do not appear to have valid travel documents or photo identification (in accordance with 7.1.1), or you seek, or may seek to enter a country through which you may be in transit or for which you do not have valid travel documents or you destroy or you may destroy, your documents during flight, 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;
  - 7.1.16 you do not appear to be able to meet requisite visa requirements in relation to any country through which you may be in transit or into which you may seek entry;
  - 7.1.17 we have been informed by the immigration or other authorities of the country to which you are travelling, or for 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;

- 7.1.18 you have failed to give us information in your possession which a governmental authority has lawfully asked us to provide about you;
- 7.1.19 the person presenting the confirmation number cannot prove that he or she is the person named in our records as the Guest booked for the flight;
- 7.1.20 you do not appear, and cannot reasonably satisfy us otherwise, that you are medically fit to fly, as required by Article 7.2;
- 7.1.21 you, or someone who is legally responsible for you if you are a minor, has failed to comply with the requirements of Article 7.3;
- 7.1.22 you, or someone for whom you are responsible travelling with you (such as, but not limited to, a minor) is not permitted by law, court order or bail conditions from leaving the jurisdiction of the place of departure of the aircraft;
- 7.1.23 you have previously committed one of the acts or omissions referred to above or have committed misconduct on a previous flight of the type referred to in Article 11.

## 7.2 **Fitness to Fly**

Prior to boarding your flight you must be reasonably satisfied that you are medically fit to fly. No medical examination is necessary unless you have reason to suspect, or reasonably ought to know, that you have a condition which might be exacerbated by the normal operation of an aircraft or will cause you difficulty if you are unable to gain access before the end of your flight to professional medical assistance. If you have any doubt whatsoever you are obliged to seek professional medical advice before flying with us. Whenever you are aware of a health condition of this type, but you have been advised that you are fit to fly providing that certain precautions are taken (for example use of specific medication), it is your responsibility to ensure all such precautions are taken before, during and after your flight as may be necessary and that you are able, if requested to do so, to produce written evidence to our satisfaction of your fitness to fly.

## 7.3 **Special Assistance**

- 7.3.1 Children under the age of 14 years must be accompanied by a Guest over the age of 16 years at all times and reservations for children under 14 years of age will not be accepted unless they are made in conjunction with a reservation for a Guest over the age of 16 years who will be travelling on the same Flight.
- 7.3.2 Pregnant women can travel up to and including their 28th week. Pregnant women wishing to fly during their 28th to 36th week will be required to produce a doctor's certificate stating the expected delivery date and confirming that they are fit to fly. We will not accept pregnant women for carriage after the 36th week of their pregnancy.
- 7.3.3 If you have a disability and you have advised us of it and notified to us any special requirements prior to check in and we have then agreed to satisfy those special requirements we shall not subsequently refuse you carriage on the basis of your disability or any agreed special requirements.

## 7.4 **Refusal to carry or removal of Guest**

If due to your behaviour, conduct, mental or physical condition, we have in the exercise of our reasonable discretion, refused to carry you, or sought to remove you en route, you will not be entitled to further carriage or to a refund either in respect of the sector which is the

subject of the refusal of carriage or removal or any subsequent sector. We will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route. You shall indemnify us in full against any losses arising from the refusal of carriage or removal.

## 8. BAGGAGE

### 8.1 Free baggage allowance

You may carry some baggage free of charge, as specified and subject to these. The normal baggage allowance for each seat occupying Guest is:

Checked Baggage 1 piece (Max 23 kg / 50lb). For safety reasons no single bag may weigh more than 32 kg/70lb.

**Aruba Airlines has made available an extra free bag for the first year of operations effective on the date of the first flight.**

Unchecked Baggage 1 piece (Max 10 kg)

(no larger than 56 cm x 35 cm x 23 cm)

### 8.2 Excess baggage

You will be required to pay a charge for carriage of baggage in excess of the free baggage allowance. These rates are published on our website. Please note that we are not obliged to carry any baggage in excess of your normal allowance and any such excess baggage will be carried entirely at our discretion.

### 8.3 Carriage of outsize baggage including sports equipment

Carriage of outsize baggage, including but not limited to sporting equipment such as surfboards, windsurfers, bicycles, golf clubs etc., that is required to be handled through the oversized baggage belt, will incur a fee per item per Flight as stated on our website in our optional charges to cover the additional costs of handling such equipment or baggage. Guests must reserve space for such outsize baggage through our Guest Services at the time of booking to ensure that space is available. Failure to do so may result in our being unable to carry such equipment or outsize baggage. **Items unacceptable for carriage**

8.3.1 You must not include in your baggage:

8.3.1.1 Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as, but not limited to, compressed, deeply refrigerated, flammable, non-flammable and poisonous gasses such as butane, oxygen, liquid nitrogen, aqualung cylinders and compressed gas cylinders; corrosives such as acids, alkalis; wet cell batteries and apparatus containing mercury (e.g. thermometers); explosives, fireworks, Christmas crackers, flares and pistol caps; flammable liquids and solids such as lighter fuel, matches, paints, thinners, fire lighters, radio active materials; brief cases and attaché cases with installed alarmed devices, oxidising materials such as bleaching powder and peroxides; poisonous and infectious substances such as insecticides, weed killers and live virus materials; other dangerous articles such as magnetised materials, or irritating substances; and those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us

- on request);
- 8.3.1.2 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;
  - 8.3.1.3 Items that are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character or which are fragile or perishable.
- 8.3.2 We may, at our discretion, accept as checked baggage, weapons such as antique firearms, swords, knives and similar items, but they will not be permitted in the cabin of the aircraft.
- 8.3.2.1 Toy guns (plastic or metal); knives with blades of any length, including letter openers, made of metal or any other material, e.g. polycarbonate or ceramic, strong enough to be used as a potential weapon (but excluding Kirpans of a length not exceeding 7.5 cm worn by authorised persons other than Guests and which are being carried for religious reasons and those described in 8.4.2.2 below).
  - 8.3.2.2 Metal cutlery, except teaspoons, and the following which may be used in flight only: knives where the blades are round-ended; a maximum of 5 cm in length; a consistent thickness of at least 1mm, i.e. no sharp edge; non-serrated and parallel-sided and the handles are round-ended and non-detachable; forks where the tines are 2 cm or less and with squared or rounded ends and the handles are round-ended and non-detachable; and spoons provided the handles are round-ended and on-detachable.
  - 8.3.2.3 Catapults.
  - 8.3.2.4 Razor blades (unless permanently set into a fixed cartridge, e.g. a disposable razor).
  - 8.3.2.5 Tradesmen's tools that have the potential to be used as an offensive weapon.
  - 8.3.2.6 Darts.
  - 8.3.2.7 Scissors (except where both blades are round-ended).
  - 8.3.2.8 Hypodermic syringes (unless required for medical reasons and accompanied by a medical certificate confirming the requirement).
  - 8.3.2.9 Knitting needles.
  - 8.3.2.10 Corkscrews.
  - 8.3.2.11 Large sporting bats and clubs (e.g. baseball and softball bats, golf clubs, cricket bats, but excluding tennis, badminton and squash rackets).
  - 8.3.2.12 Billiard, snooker or pool cues.
  - 8.3.2.13 Any other article which in the reasonable contemplation of the aircraft operator might be used or adapted for causing injury or incapacitation of a person.
- 8.3.3 You must not include in checked baggage hazardous material, fragile or perishable

articles, keys, travel documents, medication, money, jewellery, precious metals, computers, electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.4 If, despite being prohibited, any items referred to in Articles 8.4.1 to 8.4.3 are included in your baggage, we shall not be responsible for any loss or damage to such items.

#### 8.4 **Right to refuse carriage**

8.4.1 Subject to Articles 8.4.3 and 8.3.4, we will refuse to carry as baggage the items described in Article 8.3, and we may refuse further carriage of any such items on discovery.

8.4.2 We may refuse to carry as baggage any item because of its size, shape, weight, contents or character, or for safety or operational reasons, or in the interests of the comfort and convenience of other Guests.

8.4.3 We may refuse to accept baggage for carriage unless it is properly packed in suitable containers.

#### 8.5 **Right of search**

For reasons of safety and security we request that you permit a search, x-ray or other type of scan be made of your person and baggage. If you are not available, your baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your baggage contains any item described in Article 8.4.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with Articles 8.4.2. If you are unwilling to comply with such request we may refuse to carry you and your baggage. In the event an x-ray or other scan causes damages to you or your baggage, we shall not be liable for such damage unless due to our fault or negligence.

#### 8.6 **Checked baggage**

8.6.1 On delivery to us of your baggage which you wish to check-in or of your baggage which we require you to check prior to boarding we will take custody of, and issue a baggage identification tag for, each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

#### 8.7 **Unchecked baggage**

8.7.1 We specify maximum dimensions for baggage that you carry on to the aircraft. Any baggage that you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried in the hold as Checked Baggage.

8.7.2 Objects not suitable for carriage as Checked Baggage (such as delicate musical instruments), and which do not meet the requirements in Article 8.8.1 hereto, will only be accepted for carriage in the Guest cabin if you have given us notice in advance and permission has been granted by us. You may have to pay a separate

charge for this service.

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

8.8.1 You are required to collect your Checked Baggage as soon as it is made available at your destination or stopover. We accept no responsibility for any baggage not collected from the appropriate arrivals baggage belts or collection point and will charge you in respect of any costs we incur as a result of baggage which you do not collect. Should your Checked Baggage not be claimed within 2 months of the time it is made available, we may dispose of it without any liability to you.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the baggage by means of a Baggage Identification Tag, we will deliver the baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the baggage.

## **8.9 Animals**

We accept domesticated cats and dogs for carriage in the cabin of the aircraft subject to an imposed limit per flight. Such carriage requires that a reservation is made and payment is made in accordance with the optional fees posted to our website and subject to change from time to time.

## **8.10 Items removed from Guests by Airport Security Personnel**

We will not be responsible for, nor have any liability in respect of, items removed from Guests of their baggage by airport security personnel acting in accordance with international or government regulations, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

# **9. FLIGHT TIMINGS, DELAYS, CANCELLATION OF FLIGHTS, AND DENIED BOARDING**

## **9.1 Schedules**

We undertake to endeavour to carry you and your baggage with reasonable dispatch and to adhere to planned schedules and timetables in effect on the date of travel. However, we may at our discretion substitute aircraft and/or the services of another carrier. We may also be obliged to change the time of flights, often for reasons beyond our control, and consequently times shown in timetables cannot be guaranteed and thus form no part of your contract with us. Schedules are subject to change without notice and we assume no responsibility for making separate connections, whether by air or otherwise.

## **9.2 Cancellation, rerouting, delays, etc.**

9.2.1 We reserve the right to substitute an alternative carrier and/or aircraft at our discretion.

9.2.2 For operational, commercial, safety or security reasons or because of unusual or unforeseen circumstances beyond our control, we may cancel, terminate, divert, postpone or delay any flight or cease operations on any route.

9.2.3 In the event of cancellation to your Flight after the issuance of your ticket, we will try to notify you of such change if you have provided us with a valid contact number

or valid e-mail address.

- 9.2.4 Except as otherwise provided by the convention, if we shall cancel a flight, fail to operate the flight reasonably according to the schedule or fail to stop at your destination or any stopover destination, or cease operations on any route for which your flight forms part of, we shall at your option, either:
- 9.2.4.1 carry you and your baggage at the earliest opportunity on another one of our flights on which space is available without additional charge and, where necessary, extend the validity of the ticket; or
- 9.2.4.2 within a reasonable period of time, re-route you and your baggage to the destination shown on your ticket by our own services or by mutually agreed means of non-airline transportation without additional charge; or
- 9.2.4.3 make a refund in accordance with provisions of Article 10.2.
- 9.2.5 The remedies outlined in Article 9.2.4.1 to 9.4.4.3 above are the sole and exclusive remedies available to you and we shall have no further liability to you, except as otherwise provided by the Convention.

### 9.3 Denied boarding

- 9.3.1 In the event that that you are Denied Boarding as a result of overbooking and you hold a valid Ticket and confirmed reservation and have presented yourself in accordance with the time specified at Article 6, we shall compensate you to the extent required by applicable law.
- 9.3.2 The following represents the extent of our liability to you:
- 9.3.2.1 we may call for volunteers not to board the flight;
- 9.3.2.2 we will have consideration for the interests of Guests who must be given boarding priority for legitimate reasons, such as incapacitated Guests, Guests with disabilities and pregnant women;
- 9.3.2.3 in the event that you are denied boarding, we shall give you the choice between a refund in accordance with Article 10.2 below or rerouting you and your baggage to the destination shown on your ticket at the earliest opportunity on our services or by a mutually agreed means of transportation without additional charge;
- 9.3.2.4 We shall pay compensation, either in cash or in another form acceptable to you, the equivalent of €250 for flights of up to 1,500 km and €400 for flights of between 1500 km and 3500 km. Compensation of €600 for distances greater than 3,500 km not falling under the above, save that, where we offer to reroute you on a flight which arrives at your final destination less than 2 hours after your scheduled arrival time for flights up to 3,500 km and 4 hours for flights greater than 3,500 km, the compensation set out in this Article will be reduced by 50%;
- 9.3.2.5 In addition we will pay reasonable expenses incurred in contacting your intended destination and the reasonable cost (calculated in relation to the waiting time), of meals and refreshments, in relation to the waiting time;
- 9.3.2.6 Where we have offered a flight to an alternative airport, the reasonable costs of transportation between the alternative airport and original

destination airport or a other destination close by. If there are sufficient Guests, we may provide our own transport, in which case if the Guest chooses not to use this, we will not be liable for their own costs.

9.3.3 We will not pay denied boarding compensation in the event that:

9.3.3.1 it has occurred due to reasons beyond our control such as, but limited to, safety and security reasons; acts of God; governmental strikes that prevent flights departing or arriving; or

9.3.3.2 you fail to submit to security checks or to comply with lawful commands; or

9.3.3.3 we are entitled to deny boarding for in accordance with the applicable law, or as otherwise set out in these Conditions of Carriage;

9.3.3.4 you are travelling on a discounted ticket which is not available to the general public; or

9.3.3.5 the ticket presented is lost, stolen, fraudulent or otherwise suspicious.

9.3.4 Article 9.3 represents the extent of our liability to you in connection with denied boarding compensation.

## 10. TICKET REFUNDS

### 10.1 Non-Refundability

Except as provided for in Article 10.2 below, all tickets issued for flights operated by ourselves are non-refundable including taxes, fees or charges collected as part of, or in addition to, the published fare.

### 10.2 Involuntary Refunds

If we cancel a flight, fail to operate a flight reasonably according to schedule or cease to operate a route, the amount of the refund shall be:

10.2.1 If no portion of the ticket has been used, an amount equal to the fare paid;

10.2.2 If a portion of the ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used;

In either case this shall be the limit of our liability to you.

10.3 Where the booking is made by a debit or credit card, the refund will be made onto the debit or credit card used to make the booking.

## 11. CONDUCT ABOARD AIRCRAFT

### 11.1 General

At all times while engaged in carriage aboard the aircraft, you will behave in the manner not likely to:

11.1.1 Contravene the laws of any states which have jurisdiction over the aircraft;

11.1.2 Endanger the aircraft or any person or property on board;

- 11.1.3 Obstruct the crew in the performance of their duties or fail to comply with any instruction of the crew including, but not limited to, those in respect of smoking, alcohol or drugs consumption;
- 11.1.4 Cause discomfort and inconvenience to any Guest or crew member;
- 11.1.5 damage or injure or cause insult to any other Guests or members of the crew.
- 11.1.6 Aruba Airlines is a non-smoking airline and smoking is not permitted on any of our flights.

## 11.2 **Onboard Alcohol**

For safety reasons, consumption of alcohol by Guests is restricted to alcohol served by us, with the result that alcohol purchased by Guests (whether as duty free purchases at airports or aboard aircraft or other purchases howsoever made) or otherwise brought onto the aircraft cannot be consumed aboard the aircraft.

## 11.3 **Electronic devices**

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, PDA's, portable recorders, portable radios, CD players, DVD and MP3 players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies.

## 11.4 **Breach of Duty**

If in our reasonable opinion you fail wholly or partly to conduct yourself aboard the aircraft in accordance with the duties imposed by Articles 11.1 to 11.6:

- 11.4.1 We may report the matter to the relevant police authority or other enforcement authority; and
- 11.4.2 We may take such measures as being necessary to prevent continuation of the conduct, including restraint and/or removal of you from the aircraft and/or refusal to carry you after the next available stopover (whether made for the purposes of removing you from the aircraft or otherwise in accordance with the schedule); and
- 11.4.3 We may decide to refuse carriage to you at any time in the future; and
- 11.4.4 if as a result of conduct by you which is prohibited under Articles 11.1 to 11.6 above, we have exercised our reasonable discretion to divert the aircraft for the purpose of off-loading you, you will be liable to pay all costs resulting from the diversion and in addition you will be obliged to repair or replace any property lost, damaged or destroyed by you and compensate any Guest or crew member affected by your actions.

## 12. **PROVISION OF ADDITIONAL SERVICES**

If we make arrangements for you with a third party to provide any other services than the carriage by air, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply and we shall have no liability to you in respect of any claims arising out of or making of such arrangements, except for liability for negligence on our part in making such arrangements, which liability shall be subject to and limited to by the provisions of Article 14.

## 13. **GENERAL FORMALITIES**

### 13.1 **General**



13.1.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

13.1.2 We shall not be liable for the consequences to any Guest resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

13.1.3 You are also responsible for making your own arrangements for insurance to provide adequate cover in respect of but not limited to medical expenses, baggage, valuables & personal effects & liabilities and we accept no responsibility or such arrangements. Furthermore you are required to indemnify and hold us harmless in respect of any liabilities which may arise as a result of your failure to arrange such insurance prior to the commencement of your flight and you will be required to reimburse us in respect of any costs we may incur as a result of the same.

**13.2 Travel documents**

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

**13.3 Refusal of entry**

If you are denied entry into any country, you must pay to us the cost of any fine or charge assessed against us by the Government concerned and the cost of transporting you from that country. In such circumstances, you will not be entitled to any refund in respect of your fare to the point of refusal or any unused part of your ticket thereafter.

**13.4 Guest responsible for fines, detention costs, etc.**

If we are required to pay any fine or penalty or detention costs or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

**13.5 Customs inspection**

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

**13.6 Security inspection**

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

**14. LIABILITY FOR DAMAGE**

**14.1 Applicability**

Our liability in respect of your journey will be determined by our Conditions of Carriage as follows:

**14.2 Warsaw Convention**

Unless otherwise provided in this Article 14, international travel, as defined in the Convention, is subject to the liability rules of the Convention.

#### 14.3 **Death of or injury to Guests**

14.3.1 Our liability for damages sustained in the event of death, wounding or any other bodily injury sustained by a Guest in the event of an accident shall not be subject to any financial limit, be it defined by law, convention or contract.

14.3.2 The obligation of insurance set out in Article 7 of Regulation (EEC) No 2407/92 shall be understood as requiring that we shall be insured up to the limit of the liability set out in Article 14.3.3 hereto and after that up to a reasonable level.

14.3.3 For any damages up to the sum of the equivalent of 113 000 SDRs, we shall not exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the damage or that it was impossible for us or our agents to take such measures.

14.3.4 Notwithstanding the provisions of the foregoing Article 14.3.3, if we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Guest, we may be exonerated wholly or partly from our liability in accordance with applicable law.

14.3.5 We shall, without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered.

14.3.6 Without prejudice to Article 14.3.5, an advance payment shall not be less than the equivalent of 15 000 SDRs per Guest in the event of death.

14.3.7 An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except in the cases described in Article 14.3.4 or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

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

#### 14.4 **Baggage**

14.4.1 We will not be liable for damage to unchecked baggage unless such damage is caused by our negligence.

14.4.2 Our liability in the case of Damage to Baggage shall be limited to 1,000 SDRs (approximately 1131 Euros or equivalent) per Guest unless you have had a declaration of higher value by check-in at the latest and paid a supplementary fee.. We shall have no liability to you for unchecked baggage carried by you on your flight.

14.4.3 We are not liable for any damage caused by your baggage. You shall be responsible for any damage caused by your baggage to other persons or property, including our property.

14.4.4 We shall have no liability whatsoever for damage to Articles not permitted to be contained in checked baggage under Article 8.4, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals,

computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

#### 14.5 **General**

- 14.5.1 We will be liable only for damage occurring during carriage on flights operated by us or in respect of any flights operated on our behalf pursuant to Article 9.1 hereto, if and to the extent that we have a legal liability to you in relation to your flight. We will not be liable for unsuitably packed, perishable, damaged or fragile baggage or for minor damage to the exterior of baggage (e.g. scratches, stains, soiling, dents) resulting from normal wear and tear or for water damage to non-waterproof baggage).
- 14.5.2 We are not liable for any damage arising from our compliance with or your failure to comply with applicable laws or Government rules and regulations.
- 14.5.3 Our liability shall be limited to proven compensatory damages, and in any event, we shall not be liable for indirect, consequential, or any other form of non-compensatory damages.
- 14.5.4 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our authorised agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorised agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.
- 14.5.5 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.
- 14.5.6 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Guest.
- 14.5.7 These Conditions of Carriage incorporate the conditions set out in the Website Usage Policy and Privacy Policy which are available on our website.

### 15. **TIME LIMITATION ON CLAIMS AND ACTIONS**

#### 15.1 **Notice of claims**

- 15.1.1 Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is sufficient evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.
- 15.1.2 If you wish to file a claim or an action regarding damage to checked baggage, you must notify us as soon as you discover the damage, and at the latest within seven (7) days of receipt of the baggage. If you wish to file a claim or an action regarding delay of checked baggage, you must notify us within twenty-one (21) days from the date the baggage has been placed at your disposal. Every such notification must be made in writing.

#### 15.2 **Limitation of actions**

Any right to damages shall be extinguished if an action is not brought within two years of the

date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

**16. MODIFICATION AND WAIVER**

- 16.1 We may at any time cancel, terminate, amend or alter all or any part of these Conditions of Carriage.
- 16.2 None of our authorised agents, servants, employees or representatives has authority to alter, modify or waive any provision of these conditions of carriage.

**17. CHOICE OF LAW AND JURISDICTION**

Unless otherwise provided by the Convention, or any applicable law, Government regulations or orders or requirements, these Conditions of Carriage and any carriage provided by us, is governed by the laws of Aruba, irrespective of where the contract for carriage is concluded and any dispute which is not amicably resolved shall be subject to the exclusive jurisdiction of the courts of Aruba.