

**THE FOLLOWING NOTICES APPLY TO ALL PASSENGERS**

**General Conditions of Carriage**

Carriage and any other services provided by Air Tanker Services Limited are subject to the General Conditions of Carriage which are hereby incorporated by reference. The full text of the General Conditions of Carriage is available on the company's website.

**Notice Concerning Limitation of Liability**

The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions limit the liability of air carriers for death or bodily injury, for loss and damage to baggage, and for delay.

***Montreal Convention***

Where the Montreal Convention applies to your journey in most cases the applicable limits of liability are as follows:

1. Death or bodily injury – no financial limit applies.
2. Baggage - 1,131 Special Drawing Rights (approximately GBP1000) per passenger for loss, damage or delay.
3. Delay - 4,694 Special Drawing Rights (approximately GBP4,500) per passenger for damage occasioned by the delay to your journey.

EC Regulation No. 889/2002 requires European Community air carriers to apply the provisions of the Montreal Convention to all carriage by air.

***Warsaw Convention***

Where the Warsaw Convention system applies to your journey in most cases the applicable limits of liability are as follows:

1. Death or bodily injury - 8,300 Special Drawing Rights (approximately GBP6,650) per passenger; or 16,600 Special Drawing Rights (approximately GBP 13,300) per passenger where in addition the Hague Protocol applies. Please note that many air carriers have voluntarily waived these limits in their entirety. With respect to the USA please see the further notice below.
2. Baggage - 17 Special Drawing Rights (approximately GBP14) per kg for loss, damage or delay to checked baggage; and 332 Special Drawing Rights (approximately GBP265) per passenger for unchecked baggage.
3. Delay – the limits are per paragraph 1.

***Further Information***

Please contact us if you require any further information on the limits applicable to your journey.

You may be able to benefit from a higher limit of liability for loss, damage or delay to baggage by making a special declaration of the value of your baggage at check-in and paying any applicable fee.

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For travel wholly between points within the USA regulations require any limit for loss, damage or delay to baggage to be at least USD3,300 per passenger.

Any court action must be brought within two years from the date of arrival, or the date of scheduled arrival. For claims relating to damaged baggage the carrier must be given notice within 7 days of the receipt of checked baggage; and for claims relating to delay the carrier must be given notice within 21 days from the date on which the checked baggage was placed at the disposal of the passenger.

### **United States of America**

Where your journey is governed by the Warsaw Convention we are required by regulations in the USA to furnish you with the following notice. Please note it is unlikely that your journey will be subject to the Warsaw Convention as explained above.

#### **ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY**

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of Air Tanker Services Limited and certain other carriers 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 shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers 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 carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative.

THE FOLLOWING NOTICES APPLY ONLY TO THOSE PASSENGERS WHO HAVE PURCHASED A TICKET DIRECTLY FROM AN AUTHORISED AGENT OR REPRESENTATIVE OF AIR TANKER SERVICES LIMITED.

This notice is provided in accordance with EC Regulation 2027/97 (as amended by EC Regulation 889/2002). This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of this Regulation or the Montreal Convention

### **Air carrier liability for passengers and their baggage**

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

### **Compensation in the case of death or injury**

There are no financial limits to the liability for passenger injury or death. For damages up to 100000 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation.

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Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### **Advance payments**

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximate amount in local currency).

### **Passenger delays**

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4150 SDRs (approximate amount in local currency).

### **Baggage delays**

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximate amount in local currency).

### **Destruction, loss or damage to baggage**

The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

### **Higher limits for baggage**

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

### **Complaints on baggage**

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

### **Liability of contracting and actual carriers**

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

### **Time limit for action**

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

### **Basis for the information**

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The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

**Rights in the Event of Delay and Cancellation of Flights**

We make every effort to operate our flights on schedule. There are occasions however, where it is not possible to do so and a flight may be delayed or cancelled. This notification informs you of your rights under EC Regulation No 261/2004 and it does not give you any additional contractual rights. EC Regulation No 261/2004 is applicable to all passengers departing from an airport within the EU and to all passengers travelling into an EU Member State on an EU carrier unless they have received assistance in the country of departure. It is the operating carrier's responsibility to meet these requirements. This notification also explains how to claim compensation or a refund or reimbursement under this law in respect of a flight operated by us.

A passenger whose flight is cancelled, shall have the choice of either:

- (i) Re-routing to the final destination at the earliest opportunity or at a later date at the passenger's convenience, subject to availability; or
- (ii) A refund payable to the person who purchased the ticket. This applies to the part or parts of the journey not flown.

If your flight is delayed for five hours or more, the purchaser of your ticket is entitled to a refund for the part or parts of the journey not flown.

If a cancellation or delay of five hours or more disrupts a connecting journey for which you hold a through ticket (with a planned connection time of 24 hours or less) and you no longer wish to continue to your destination, the operating carrier will provide a return flight to the original point of departure at the earliest opportunity as well as refunding the parts of the journey not flown. If you choose not to continue with your journey and decide to return to your point of departure, the purchaser of your ticket is entitled to receive a reimbursement for the part(s) of the journey which were flown, providing that you can prove that the journey no longer serves any purpose in relation to your original travel plans. To obtain a reimbursement of a flown sector, the purchaser of the ticket must make the claim at the same time as claiming the refund of the unflown sectors.

If you bought your ticket from a travel agent, you must send your refund request to them. You will need to provide your name and contact details, ticket number, booking reference, flight number, date and details of the claim you are making and supporting documents.

Where a flight has been cancelled, or is subject to a long delay, passengers are entitled to reasonable refreshments given their waiting time as well as means of contacting two people outside the airport. These provisions apply according to the duration of the expected delay and the distance of the flight as follows:

- (i) Delay of two hours or more for flights of 1500 km or less;
- (ii) Delay of three hours or more for all flights within the EU of more than 1500 km and all other flights between 1500km and 3500 km; or
- (iii) Delay of four hours or more for all other flights.

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In addition, the operating carrier may be required to provide hotel accommodation where necessary and provide transport between the airport and place of accommodation. Passengers will be advised of the arrangements for obtaining refreshments, transport and hotel accommodation, by the carrier.

Where you are informed of a cancellation less than fourteen days before the planned departure date that arises from causes within the carrier's control (rather than extraordinary circumstances which could not have been avoided by all reasonable measures) you may claim compensation unless you are offered a re-route which allows departure and arrival at your final destination within the following times:

- (i) If you are informed of the cancellation between thirteen and seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than two hours before the scheduled time of departure and to reach your final destination less than four hours after the scheduled time of arrival; or
- (ii) If you are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination less than two hours after the scheduled time of arrival.

The levels of compensation are specified as follows:

- (i) EUR 250 for flights of 1500 km or less;
- (ii) EUR 400 for flights within the EU of more than 1500 km and for all other flights between 1500km and 3500 km; or
- (iii) EUR 600 for all other flights.

Compensation is reduced by 50% if any re-routing offered to your final destination results in a scheduled arrival time which does not exceed the scheduled arrival time of the original flight by:

- (i) Two hours for flights of 1500 km or less;
- (ii) Three hours for all flights within the EU of more than 1500 km and for all other flights between 1500km and 3500 km; or
- (iii) Four hours for all other flights.

Please note that passengers are not entitled to compensation if they have been informed of a cancellation fourteen days or more before the planned departure date. Passengers will be informed of cancellations via the contact details given to the operating carrier by the passenger, the purchaser of the ticket or the travel agent.

Claimants must supply their name and contact details, the names of other passengers being claimed for and their contact details, booking reference and details of the cancelled flight.

To be eligible for any of the rights listed above, passengers must have a confirmed reservation on the flight and be in possession of a paper ticket or e-ticket itinerary receipt.

In addition, passengers' rights in respect of a delay only arise if they have presented themselves for check-in in good time.

In the event that your complaint is still not answered to your satisfaction, you can write to the CAA:  
CAA House  
45-59 Kingsway  
London

Air Tanker Services Limited  
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WC2B 6TE  
United Kingdom

**Overbooking**

In certain circumstances we may overbook flights although this is not generally our policy. Whilst we make every effort to provide a seat for which there is a confirmed reservation this cannot always be guaranteed. We operate a compensation scheme for passengers with confirmed reservation who are denied carriage without reasonable grounds for doing so. Details are available at check-in and will be brought to the attention of passengers in the event they are denied carriage in such circumstances.