

# Travel Conditions

## **The consumer does not have the right to cancel a purchase**

Even though article 47 of the Act on Market Practices and Consumer Protection provides a cancellation period of 14 calendar days for distance selling, this right of retraction does not apply to contracts entered into through the website.

In accordance with the Belgian Royal Decree of 18 November 2002, distance agreements with regard to accommodation, transport, catering and leisure activities are excluded from this possibility under certain conditions.

This exception for the tourism sector was introduced due to the specificity of the services delivered in this sector and is in compliance with European regulations regarding distance selling, that also provide an exception for services with regard to accommodation, transport, catering and leisure activities.

## **1. DEFINITIONS THE MEANING OF CERTAIN EXPRESSIONS USED HEREIN**

When you read this document, you are requested to understand that:

"We", "our", "ourselves" and "us" means S.C. Blue Air-Airline Management Solutions S.R.L. address: 42-44 Sos. Bucuresti-Ploiesti, Bucharest 1, Romania - Baneasa Business & Technology Park, Building A, 3&4 floor; Tax reg. no. 31525574; Romanian company that provides low-cost air transport services.

"You", "yours" and "yourself" mean any person, except for the members of the crew, carried or to be carried by plane, who is in possession of an Electronic Ticket. (See, also, the definition of "Passenger").

"BMS", „OB” represent the code for identifying the Blue Air company.

"Flight segment "- represents one trip, on a single route, departure or/and arrival (for example Bucharest-Rome).

„Itinerary” – means the electronic ticket bought for a passenger (contains a one way or the round trip ticket)

"AUTHORIZED AGENT" means a sales agent appointed by us to represent our company for the sale of our air transport services.

"BAGGAGE" means clothing and other personal belongings which the passenger may need during the travel. Unless otherwise provided, this term shall include both carry-on and checked-in baggage.

"CHECKED-IN BAGGAGE" is the baggage of which the company takes custody from the hand-over to the final destination and for which a Baggage Identification Tag was issued. The checked-in baggage includes any object which was weighted, labeled and stowed in the aircraft hold.

"BAGGAGE IDENTIFICATION TAG" is a document issued solely for the identification of the Checked-in Baggage.

"COMPANY" means an air company, other than us.

"CARRY-ON/CABIN BAGGAGE" This is the baggage which the passengers may carry with them in the cabin and for which they are responsible.

"CHECK-IN" is the time necessary for the processing of travel documents, the labeling of checked-in baggage and the issuance/delivery of the Boarding Pass.

"CONTRACTUAL CONDITIONS" are the provisions included in or delivered along with the Electronic Ticket, identified as such and also incorporating these Terms and Conditions of Carriage.

"CONVENTION" means whichever of the following instruments:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Warsaw on October 12, 1929 (hereinafter referred to as the Warsaw Convention);  
the Warsaw Convention as amended at The Hague on September 28, 1955;  
the Warsaw Convention as amended by Additional Protocol No.2 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);  
Guadalajara supplementary Convention (1961);  
The Montreal Convention (1999);  
Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004;  
[Regulation \(EC\) No 2111/2005](#) of the European Parliament and of the Council of 14 December 2005;  
[Regulation \(EC\) No 2027/97](#) of the European Parliament and of the Council of 09 October 1997;

[REGULATION \(EC\) No 1107/2006](#) OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

"COUPON" means an Electronic Coupon, each of such coupon entitling the passenger to travel on the particular route specified on it.

"DAMAGE" includes death or injury of a passenger, loss or theft of the checked-in baggage or the lack of the contents thereof or another type of damage arising from or in connection with the carriage or other secondary services performed by us.

"DAYS" mean calendar days. For the purpose of notification, the day on which the notice is given shall not be counted.  
For the purpose of establishing the validity period of the Electronic Ticket, the day upon which the travel starts shall be taken into consideration.

"EC Regulation" means European Council Regulation 2027/97 on air carrier liability in the event of accidents.

"EURO" means the currency unit adopted by the European Communities in accordance with Articles 207 and 209 of the Treaty of Rome.

"ELECTRONIC COUPON" means an electronic flight coupon, or another document held in our database.

"ELECTRONIC TICKET" means the itinerary specified by us or on our behalf in the Electronic Coupons. Such include the passenger's name, the route on which the passenger will travel, the number of the flight, the date, tariff, charges etc.

"BOOKING CODE" or ID is the number code made of several figures which you or the authorized agent obtained upon the completion of the operation of booking/sale of the electronic ticket. Such code shall only be valid for your identification in the booking system for the requested flight.

"EXCESS BAGGAGE" means the baggage exceeding the maximum admissible weight specified on the ticket.

"FORCE MAJEURE" means unusual and unforeseeable circumstances, beyond your and our control, the consequences of which could not have been avoided even if all precautionary measures had been taken.

"PASSENGER" means any person, except for the members of the crew carried or to be carried in an aircraft based on an Electronic Ticket. (see also the definition of "you", "your" and yourself")

"INFANT" means a person aged between 0 and 24 months. No seat is given to an infant who must always be accompanied by an adult. An adult may accompany only one infant.

"UNACOMPANNIED MINOR (UM)" means any Romanian citizen, aged between 6 and 17 years included, or any non-Romanian person between 6 and 13 years included, who travels without being accompanied by an adult.

"FLIGHT COUPON" means the portion of the Electronic Ticket issued by us or on our behalf, specifying the route on which you will travel and which shall be in your possession.

"SDR" means Special Drawing Rights, as defined by the International Monetary Fund from time to time and the equivalent value in other currencies, published in Financial Times. (On the date of SDR first printing, it was approximately equal to USD 1.2/EUR 1.17/ ROL 48,102).

"TARIFF" means the fares and charges published by us.

"WEBSITE" means the Internet pages [www.blueairweb.com](http://www.blueairweb.com) or [www.blueair.ro](http://www.blueair.ro) or [www.zboruri-ieftine.ro](http://www.zboruri-ieftine.ro) provided by us in order to enable you to make online bookings.

"DOMESTIC FLIGHT" means commercial flight within civil aviation where the departure and the arrival take place in the same country.

## **2. APPLICABILITY**

### **2.1 GENERAL CONDITIONS**

Except for the provisions of Articles 2.2, 2.4 and 2.5, the Terms and Conditions of Carriage shall apply only to the air carriage of passengers and baggage, performed by us and to any liability we may have in connection with that carriage by air. The Terms and Conditions of Carriage specified on the Electronic Ticket, Flight Coupons, Baggage Identification Tags or any other travel document accepted by us shall form part of these Terms & Conditions of Carriage.

### **2.2 CHARTER OPERATIONS**

If the transport is performed pursuant to a charter agreement, these Terms & Conditions of Carriage shall apply provided that they are incorporated by reference or otherwise in the charter agreement or the Electronic Ticket.

### **2.3 GOVERNING LAW**

The Terms and Conditions of Carriage shall apply provided that they are consistent with our tariffs and regulations in force. If any of the provisions of the Terms and Conditions of Carriage is invalid under any applicable regulation, the other provisions shall prevail.

### **2.4 RIGHT OF PREVALENCE**

In case of inconsistencies between the Terms and Conditions of Carriage and other provisions we may stipulate in connection with certain issues, these Terms and Conditions of Carriage shall prevail.

### **2.5 CHANGE OF CONDITIONS**

Blue Air reserves its right to change the terms and conditions of carriage, with the preliminary notification of these changes by publishing them on the website at the section "News" or "Terms and Conditions of Carriage".

## **3. TICKETS**

### **3.1 GENERAL PROVISIONS**

3.1.1 The Electronic Ticket, the Terms and Conditions of Carriage, the Tariffs, our Carrier's Regulations and the important information listed on our webpage shall form together the Terms and Conditions of the Carriage Agreement concluded between you and us.

3.1.2 We shall transport only the passenger whose name is specified on the Electronic Ticket, and you have the obligation to hold an identity document (IC or passport) according to the destination, within or outside the country.

3.1.3 The Electronic Tickets belonging to the Flexi class may be reused for a future flight if announced the latest with 4 hours prior to the departure of the flight written on the Electronic Ticket.

3.1.4 No Electronic Ticket may be refunded.

3.1.5 You are solely responsible to check that you have received the payment confirmation and itinerary on the email address provided, otherwise please contact us. We take no responsibility if you show up for a flight for which you have not received a confirmation and, consequently, you are denied boarding.

### **3.2 CHANGE OF TICKET**

3.2.1. The Electronic Ticket you bought shall be valid only for the route identified on it and for the Passenger whose name is specified on the Ticket, from the place of departure to the final destination, on the day and for the flight specified on such ticket. The price you paid shall be based on our tariffs and shall be valid for the travel specified on the Electronic Ticket. This is an essential part of the agreement we concluded with you.

The tariff for the journey on the Electronic Ticket can be changed by Blue Air before the beginning of the journey.

3.2.2 If you wish to change any travel-related data, you must contact us in due time according to our Conditions of Carriage. Such changes may trigger another calculation of the tariff and the payment of a penalty fare according to the conditions related to the application of the tariff. You may accept the new price or maintain the initial route specified on the ticket. The rules governing the change of the Electronic Ticket are detailed in the Conditions of Carriage which are listed on our Internet page or which may be sent to you upon request.

For changing the date of a ticket bought during a promotion, passengers will also pay the difference of tariff for the service purchased at a discount during the promotion.

### 3.3 NAME AND ADDRESS OF THE CARRIER

Our name may be encoded as BMS or OB or may be any other abbreviation specified on the Electronic Ticket. The address of our registered office is listed at the end of these Terms and Conditions of Carriage. All the correspondence, notifications etc. shall be sent to the address listed at the end of these Terms and Conditions of Carriage.

## 4. TARIFFS, CHARGES AND OTHER EXPENSES

### 4.1 TARIFFS

Tariffs shall apply only for the carriage from the point of departure to the point of destination. Tariffs do not include land transport services to/from the airport or between airports. Your tariff shall be calculated according to our Tariffs valid on the day of payment of the Electronic Ticket in order to travel on the day and route specified on it. The tariff for the journey on the Electronic Ticket can be changed by Blue Air before the beginning of the journey. The change of the tariffs shall be announced on Blue Air website.

We may impose carrier imposed charges as part of the total price of the ticket, which you may see stated separately in certain displays during the booking process or on your final e-ticket receipt. These carrier imposed charges include, but are not limited to, the fuel surcharge, which will be adjusted in accordance with fuel prices. Currently the fuel surcharge is 2 euro/ passenger/ flight segment.

For the domestic routes in Italy, VAT of 10% is charged. The amount is included in the total price of the ticket.

For the domestic routes in Romania, VAT of 24% is charged. The amount is included in the total price of the ticket.

### DEPORTEES

There are two categories of deportees:

- Accompanied deportees – DEPA
- Unaccompanied deportees – DEPU

No more than two DEPU can travel on the same flight.

The tax for a DEPA or DEPU is 60 euro/flight segment.

### 4.2 CHARGES AND OTHER EXPENSES

You shall pay charges and overcharges imposed by the government, civil aeronautic authorities, airports and Blue Air. Upon the payment of the Electronic Ticket, you will be informed of the charges and overcharges which are not included in the tariff, most of them being specified separately on the Electronic Ticket. The charges and overcharges imposed on air carriage are amended on a permanent basis and may also be imposed after the date of purchase of the Electronic Ticket. If the charges or overcharges specified on the Electronic Ticket are increased subsequently to the purchase date, but prior to the beginning of the travel, you will have the obligation to pay them. Also, if new charges are imposed, you will have the obligation to pay such charges as well. Also, if any new taxes are in place and are valid on the travelling date, you will be obliged to pay for them. These new taxes and the increases of the existent ones shall be announced on Blue Air website within the section "News" and/or within "Terms and Conditions of Carriage".

### 4.3 CURRENCY

Tariffs, charges and overcharges are payable in Euro. All payment amounts are converted to Euro. Prices are displayed in EUR, RON, GBP or USD, but at the end of the buying process, the sum will be converted into EUR.

For converting currency from RON, GBP or USD into EUR, Blue Air uses an internal exchange rate. This exchange rate is the exchange rate of the National Bank of Romania, NBR+2%, rounded up to 0.05 euro or 0.1 euro. Changing the exchange rate in the electronic reservations system will be done every working day at 17:00 (Romania time), based on the exchange rate communicated by NBR the same day. The respective value will be valid until 16:59 (Romania time) of the next day.

### 4.4 ADMINISTRATIVE FEES

4.4.1 All administrative fees, special services fees as well as the fees resulted from changing a booking are not refundable.

4.4.2 The processing fee for refunds or credit approved by the company is 10 Euro/ passenger/ flight segment.

4.4.3 The tax for an Infant is 20 euro/person/ international flight segment, or 10 euro/ person/ domestic flight segment.

4.4.4 The ticket office in Turin Caselle Airport charges a fee of 20 euro per issued ticket and a fee of 10 euros for additional services (example: baggage, extra legroom, etc.).

4.4.5 The ticket office in Arlanda Stockholm Airport charges a fee of 30 euro (275 SEK) per issued ticket or for additional services (example: baggage, extra legroom, etc.).

4.4.6 The ticket office in Sibiu Airport charges a fee of 15 euro (50 RON) per issued ticket or for additional services (example: baggage, extra legroom, etc.).

4.4.7 The ticket office in Timisoara Airport charges a fee of 15 euro (50 RON) per issued ticket or for additional services (example: baggage, extra legroom, etc.).

## **5. BOOKINGS**

### **5.1 BOOKING CONDITIONS**

A booking for a certain flight is confirmed through the issuance of a Confirmation Code (Booking). Such confirmation shall be made in writing or by email in the case of telephone bookings. In the case of on-line bookings, the Confirmation Code shall be listed on the screen, at the end of the transaction. You should type such information because you are required to know that number upon embarkation. You should not reconfirm a flight for which a Confirmation Number was issued.

### **5.2 CHANGES**

All passengers who have already paid have the right to change their reservation after the confirmation, the latest with 4 hours before the time of departure of the initial flight, by paying a 40 EUR fee per flight segment and other differences between the initial tariff and the new tariffs, fees or extra fees, which are valid on the day the reservation is changed, according to our Transport Terms and Conditions if the change is made on our website, via our Reservation and Customer Service Department or our own sale points.

Blue Air allows all passengers to change their tickets up to 4 hours before the flight, even after doing the online check-in. After you finalize all your changes, please do the online check-in again and print your boarding pass. If there are more than 12 hours until your flight, the check-in must be done at the airport.

If you choose to change your flight online, all passengers included on that booking will be changed. In order to change the flight for some of the passengers included on your booking, you will have to contact our Call Centre.

Name changes are no longer allowed on a itinerary once one of the flights on this itinerary has begun, for none of the remaining flights.

Changes for travel dates (departure date, arrival date) are allowed; also changes to the route (departure airport, arrival airport), but only for the tariff classes which allow such reservation changes.

One cannot change the date or the route of a ticket for a price lower than the price paid initially, implicitly any difference between the original fare paid and the lower price that may exist at the time of the change will not be refunded.

The fee for name or date change for Bucharest-Iasi-Bucharest, for the classes WEB02-WEB11 is 25 EUR + possible differences of tariffs/passenger/flight segment, and for the classes WEB12-WEB23 and Flexi it is free of charge.

### **5.3 PAYMENT**

The tariffs, charges and overcharges in connection with your booking shall be paid in full upon confirmation of the booking.

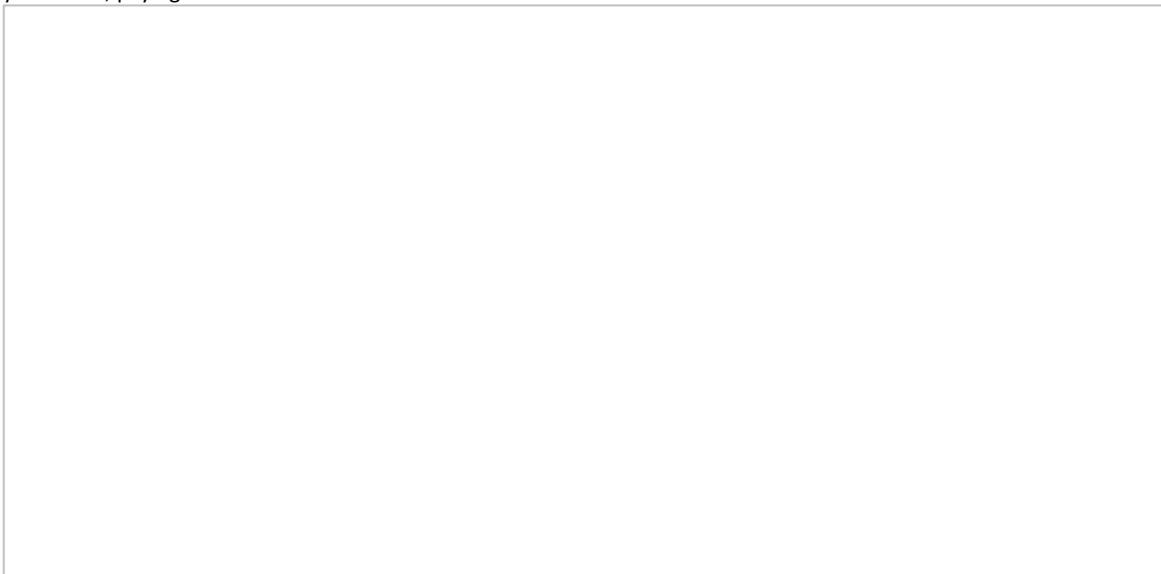
### **5.4 PERSONAL DATA**

Your personal data are necessary to us for the following purposes: conclusion of a booking, purchase and issuance of an Electronic Ticket, accounting, invoice and audit (including verification of the credit or of other cards), for administrative and legal purposes, statistic analysis, in order to develop and provide services and to facilitate the security, border and customs-related procedures and to provide such data to governmental agencies, in connection with your travel. Such data may also be used for marketing surveys and by companies within the Blue Air group. For such purposes you authorize us to use the data in such manner and send them to our offices and branches, authorized agents, governmental agencies, data processing agencies, credit companies and issuers of cards or to those providing the above mentioned services. This also includes the transmission of your personal data outside Romania. If you do not wish to receive information from us or from our travel partners, you are requested to write to us at the address specified at the end of these Terms and Conditions of Carriage.

It is your responsibility to correctly enter your contact details in order to receive the itinerary confirmation of the purchased electronic ticket.

#### 5.5 SEATING

We do not guarantee that we may provide a particular seat inside the plane and you will agree to accept any seat you will be offered. You are able to reserve a specific seat on the aircraft along with your ticket, paying a fee as follows:



If you chose not to have a seat assigned at the purchase of the ticket you will be assigned one at check-in. We reserve our right to assign seats even after boarding on the aircraft. This may be necessary for operational, flight safety or security reasons.

#### 5.6 CONNECTIONS

Blue Air does not guarantee connections with other flights or with other means of transport, except for those sold by Blue Air as flights with connection or as connected transfer. Our flights are not intended for use in connection with other flights of our company or of other air carriers, except for those sold by us as such. Any connection you make is done on your own risk and you will have to check-in for all connecting flights, except for flights with connection sold as such by us, where you will do the check-in only on the airport of departure and not during transit. If you have tickets for Blue Air flights with connection, flights sold by us as such, you have the obligation to notify during check-in formalities in the airport of departure that you have a ticket for a Blue Air flight with connection.

### 6. CHECK-IN AND EMBARKATION

#### 6.1 CHECK-IN DEADLINE

In order to fulfill the check-in and boarding formalities, please present yourself at the airport at least 2 hours before the departure time shown on the ticket. The fulfillment of the travel conditions is a responsibility that rests solely with you. Passengers that are not present in time for boarding, for any reason, or lacking the necessary travel documents, are considered no-show and lose the right to any refund. Please note that check-in counters open 2 hours before the flight and close 40 minutes before the time set for takeoff. Even if the aircraft is positioned on the ground, for security reasons, we will not accept on board passengers that have not arrived in the hours mentioned in this article.

For all Blue Air flights departing from **Bucharest - Henri Coanda (Otopeni) Airport**, please take into consideration that the check-in desks (Baggage Drop off desks) open with 3 hours and 30 minutes before the flight and close with 40 minutes before the scheduled departure time.

For all Blue Air flights departing from Rome-Fiumicino, please take into consideration that the check-in desks open with 2 hours and 30 minutes before the flight and close with 45 minutes before the scheduled departure time.

## 6.2 OBLIGATIONS UPON CHECK-IN

Upon check-in you have the obligation to show your ticket, a valid identity document, identity card or passport (as the case may be), the checked-in baggage to be weighed, and the carry-on baggage in order to verify whether it does not exceed the weight and size-related limits.

## 6.3 GENERAL ISSUES

You shall observe all laws, regulations and requirements existing in the countries of destination or departure and our Terms and Conditions of Carriage. We have no responsibility to you for obtaining the documents necessary for your travel or for observing the laws, regulations, requirements or instructions of which you were informed in writing or otherwise, or for the consequences of the fact that you did not obtain the necessary documents or did not observe the laws, regulations, requirements or instructions given.

## 6.4 TRAVEL DOCUMENTS

You have the responsibility to obtain, hold and submit all entrance, exit and health documents or other documents required by laws, rules and instructions in order to travel to/from certain countries. We reserve our right to refuse for travel any passenger whose documents are not according to the laws, rules or instructions regarding the travel.

## 6.5 RESPONSIBILITIES UPON ENTRY IN ANOTHER COUNTRY

You are fully responsible for the situations when the customs authorities in the country of destination where you will travel with our company refuse your access on the territory and compel us to take you back to the place of departure.

## 6.6 FINES, PENALTIES, DETENTION COSTS ETC.

If we have the obligation to pay fines, penalties or other expenses because you did not observe the laws, regulations, orders or other travel-related requirements in the countries of destination or of departure or if we have to obtain for you the necessary documents, you have the obligation to pay us back, upon our request, any cost or expense incurred for such purpose. In order to recover such costs or expenses, we may take into consideration the value of any transport which you did not use or any other funds in our possession.

## 6.7 SAFETY INSPECTIONS

Under certain circumstances, for flight security reasons, upon the request of governmental institutions or airport authorities, you will have to undergo any necessary checks in connection with you and/or your baggage.

## 6.8 BOARDING FORMALITIES

After check-in you will be informed of the place and time where you will have to go and fulfill the customs and embarkation formalities. To avoid any doubt or delays, you must listen carefully to the announcements made through the amplifier of the airport.

## 6.i ONLINE CHECK-IN

Blue Air offers free online check-in service for all the flights except those with departure from Constanta, Florence, Lisbon, Palma de Mallorca, Pescara and Timisoara. For all these flights, the check-in can be done at the airport, before departure, and is free of charge.

Airport check-in is free of charge on all Blue Air routes.

For flights departing from Milan-Bergamo (Orio al Serio Airport): Passengers traveling in organized groups who are on standby or waitlisted cannot do online check-in. Passengers must have a ticket for their travel segment or, if it is a multi-sector flight, the ticket must be for a Blue Air flight.

Passengers aged less than 18 cannot perform online check-in unless they are accompanied by an adult acting as parental authority.

This service is completely free and passengers are supposed to print on paper their boarding pass and show it at the boarding gate, border police and security check, together with the rest of the necessary travel documents.

The online check-in is available with maximum 30 days before the flight date and up to 12 hours before take-off.

Passengers with carry-on baggage will show their already printed boarding pass directly at the gate with 60 minutes before take-off. Passengers with checked-in baggage will have to go at the Checked-in Baggage Offices, with 90 minutes before take-off.

Passengers will assume responsibility for infringement of these time intervals and can be denied boarding. Blue Air will not refund passenger's tickets nor give any type of compensation to those who do not follow the above mentioned rules.

Be careful! In order to avoid unpleasant situations please take into consideration the estimated time for the border procedures and security check.

For the persons with special needs the estimated boarding time remains two hours even if they choose the online check-in service.

The Boarding Pass is a document formed of 2 (two) pages. One page of the boarding pass will be handed to the agent at the boarding gate, the second one will remain at the passenger.

We kindly ask you to take into consideration the estimated time for the border procedures and security check.

In case you travel with an infant, the online check-in process involves the printing of the companion adult boarding pass along with the infant's boarding pass.

Passengers coming from a non-UE/ EEA country have to go at the Blue Air check-in office for the document check before the security check and the border passing-point. In case you do not follow the instructions we reserve the right to refuse boarding.

The online check-in process assumes that you deliberately accept the free of charge random seat distribution. If you wish to choose a certain place you have this possibility before the listing of your boarding pass, with payment of the fee.

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

### **7.1 RIGHT TO REFUSE THE CARRIAGE**

We reserve our right to refuse your carriage in the following situations:

7.1.1 you have a visible state of anxiety further to alcohol or drug consumption and your behavior may jeopardize the safety of the flight;

7.1.2. your health condition is not good and you do not have the doctor's recommendation regarding your ability to travel by plane;

7.1.3 if during a previous flight with our company you had an inappropriate behavior and we have reasons to believe that this will happen again;

7.1.4. if you refuse to comply with our conditions regarding the content, form and sizes of your baggage;

7.1.5 if you refuse the performance of the security check for you or your baggage;

7.1.6 if you failed to pay the tariffs, charges or overcharges related to the flight, valid on the travelling date;

7.1.7 upon the request of the customs bodies, because you failed to fulfill the exit/entry conditions outside/inside the country;

7.1.8 if you submit an Electronic Ticket which was illegally obtained, from a company other than ours, from agents unauthorized by us or which was reported as being stolen or lost, which is a forgery or if you are incapable to evidence that you are the person recorded on the Electronic Ticket;

7.1.9 if you fail to observe our instructions regarding flight safety and security;

7.1.10 if you threaten or insult the members of the crew or our ground staff.

### **7.2 SPECIAL ASSISTANCE**

7.2.1 Acceptance for carriage of disabled persons, pregnant women, sick persons or other persons requiring special assistance depends on a prior arrangement with us. We accept for carriage children unaccompanied by an adult (UM), but no more than 4 (four) children for one flight.

Blue Air will consider unaccompanied minor (UM) all Romanian citizens, aged between 6 and 17 years included, who travel unaccompanied by an adult, and unaccompanied minors, other nationalities - aged between 6 and 13 years, included.

Unaccompanied minors pay a fee of 60 euro/person/ international flight segment, or 20 euro/ person/ domestic flight segment. For situations in which passengers of other nationalities than Romanian, aged between 14 and 18, request assistance in the airport, the fee for unaccompanied minors will be paid.

Unaccompanied minors, aged between 12 and 18, traveling on domestic flights in Romania, do not pay the fee, except if they request assistance in the airport.

In order to observe these requirements and restrictions and to perform all the formalities for the carriage of unaccompanied children, you must sign an agreement with us.

**7.2.2 Assistance for persons with disabilities in accordance with Regulation (EC) no 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when traveling by air**

Given the principle of social inclusion and non-discriminatory treatment, disabled people and those with reduced mobility will receive the necessary assistance according to their special needs without being charged any additional fees.

We assume and guarantee carriage of disabled or reduced mobility persons in the following conditions:

- Sending a notification of the special assistance given at least 48 hours before the published departure time of the flight;
- In case the return flight was also contracted from our company, the notification must target this aspect too;

In the event that a person with a disability or reduced mobility is assisted by an accompanying person, the company will make all possible efforts to assign that person besides the person with disability or reduced mobility, provided a notice is sent to us at least 48 hours before the published departure time of the flight.

In the event that it is necessary to use a recognized assistance dog, with valid documents, it is embarked in the cabin provided a notification is sent to us at least 48 hours before the published departure time of the flight, and provided the person travelling assumes the obligation to comply with specific national law of the country of destination and with applicable internal rules on the transport of assistance dogs on board the aircraft, transport being done without additional fees.

In the event that we are announced through a notice given at least 48 hours before the flight that for a person with disability or reduced mobility it is necessary the transport of up to two pieces of mobility equipment, including electric wheelchairs, we assume their transport subject to possible limitations of space on board the aircraft, and subject to the application of relevant legislation concerning dangerous goods, transport is done at no extra charge.

If necessary, flight attendants will provide assistance in moving to toilet facilities for disabled people or with reduced mobility.

#### **Information Communication**

Our company and its agents shall make publicly available to persons with disabilities or reduced mobility information regarding special assistance that can be given to them as well as essential information on the flight, in accessible formats and in at least the same languages as the information made available to other passengers. For further details visit the [Special Assistance](#) section.

In the event that our company or agents receive notice of a request for specific assistance, we undertake to transmit this information to all factors involved at least 36 hours before the published departure time of the flight.

As soon as possible after the departure of a flight, our company communicates to the governing bodies of the destination airport the number of disabled persons and persons with reduced mobility that are on board the aircraft and require specific assistance.

#### **Training**

We guarantee that all staff providing direct assistance to disabled persons and persons with reduced mobility has knowledge of how to meet these needs, we also provide training in the field of equality and understanding these needs, new employees participate in training on disability, and all staff benefit from refresher courses whenever necessary.

#### **Refusal of carriage of disabled persons and persons with reduced mobility**

Our company may refuse boarding and transport of a disabled person or person with reduced mobility in order to meet applicable safety requirements established by international, Community or national law or in order to meet safety requirements established by the authority that issued the air operator's certificate to the air carrier concerned, or if the size of the aircraft or its doors makes the embarkation or carriage of that disabled person or person with reduced mobility physically impossible.

In the event of this refusal the company, through its agents, shall make reasonable efforts to propose an acceptable alternative to the person in question.

Given the refusal, the person has the right to reimbursement or re-routing. In the event that the company or agent to invoke refusal for reasons listed in the previous paragraphs, shall inform the respective person of the reasons therefore, and on request, shall respond in writing within 5 working days of the request.

### **7.3 Pregnancy special conditions:**

7.3.1 Providing the passenger's pregnancy has been without complications there is no problem flying without medical certificate whilst pregnant until the 28th week. A form (Declaration of Indemnity) must be completed in the airport that the passenger is under 28 weeks of pregnancy.

7.3.2 Passengers who are between 28 and 36 weeks of pregnancy can travel only if a medical certificate is presented at the airport, certificate issued within 10 days before the date of travel and containing the following information: the estimated date of delivery, confirming that pregnancy is without complications, the complete name and telephone number of the doctor. The medical certificate must state that the respective passenger can travel by plane.

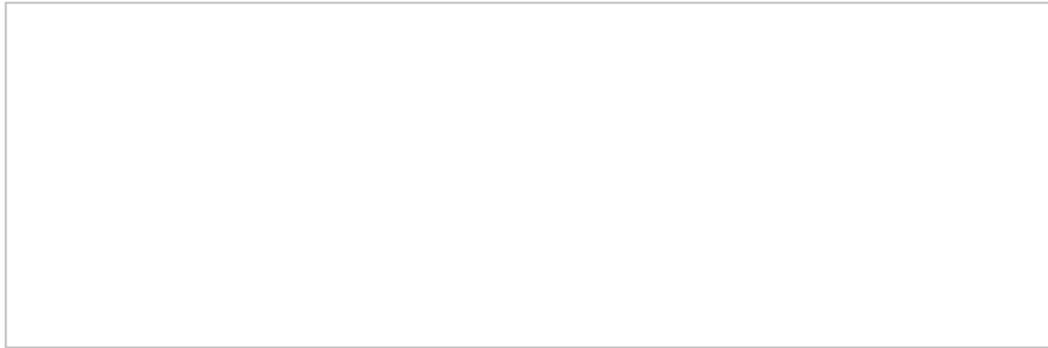
7.3.3 Blue Air cannot accept on board the passenger over 36 weeks of pregnancy.

## **8. BAGGAGE**

### **8.1 WEIGHT OF BAGGAGE**

**8.1.1 Each passenger is entitled to a maximum of four pieces of baggage with the maximum dimensions of 100x80x30cm.**

The fee for checked-in baggage will be charged according to the travel period, as follows:



In the situation in which the checked-in baggage is paid at the departure airport within check-in/ticketing formalities, the fee is 50 EUR/ baggage/flight segment. For domestic flights in Romania, the first piece of checked-in baggage is free of charge.

**The maximum allowed weight for the checked-in baggage is of 32 kilos per piece.** Baggage weight cannot be accumulated between two or more passengers.

For children up to 2 years old (Infants), a free checked-in baggage up to 32 kg is accepted. If a stroller of one or more pieces is brought for the infant, it will be considered checked-in baggage, and other baggage will be charged according to the conditions of carriage for luggage for adults.

8.1.2 Bicycles are accepted for transport only as checked-in baggage against a EUR 25/bicycle/flight charge.

8.1.3 For the transportation of sports equipment for golf, skiing, water skiing which weight does not exceed 32kg, a 30 Euros charge will be paid per passenger per flight segment. This requires packaging in a transport-suitable casing.

## 8.2 ITEMS UNACCEPTABLE IN THE BAGGAGE

8.2.1 You shall not put in your baggage the following items:

8.2.1.1 Items which may jeopardize the safety of the aircraft or the passengers, the items provided in the Technical Instructions for the Safe Transport of Dangerous Goods by Air issued by the International Civil Aviation Organization (ICAO), in the instructions of the International Air Transport Association (IATA) and in our regulations (further details are available upon request).

8.2.1.2 Items the carriage of which is prohibited under the laws, rules, orders in force in any country of destination/departure.

8.2.1.3 Items which we deem as dangerous because of their shape, volume or weight. Information on unacceptable items may be provided upon request.

8.2.1.4 Radioactive Materials

8.2.1.5 Weapons and fire arms, lethal or non-lethal ammunition, other than those used for hunting or sport.

The following shall be an exception to this rule:

8.2.1.5(a) Weapons and fire arms and ammunition for hunting or target shooting which may be transported only as Checked-in Baggage according to our Carrier's Regulations. Such must be unclamped into components, packed accordingly and separated from the related ammunition. Ammunition must be transported pursuant to the Regulations on the Carriage of Dangerous Goods issued by ICAO and IATA. Such items must be declared upon check-in.

8.2.1.5(b) Panoply weapons, swords, daggers and other similar items which may be carried only as Checked-in Baggage according to our Rules of Carriage. Such shall be declared upon check-in.

8.2.1.5(c) Knives for domestic use and other similar items carried only as Checked-in Baggage according to our Rules of Carriage. Such items shall be declared upon check-in.

**8.2.2 You must not introduce in your Checked-in Baggage money, jewelry, precious metals, laptop computers, personal electronic items, important papers, documents, passports or other identity documents. The failure to observe such recommendation exonerates us from any liability related to the loss, deterioration or destruction of the above-mentioned items, which may occur during handling or transportation.**

## 8.3 CHECKED-IN BAGGAGE

8.3.1 When your Checked-in Baggage is handed over for check-in, it gets in our custody and we shall issue an Identification Baggage Tag.

**We recommend you to specify on the Checked-in Baggage your name, address and a telephone number where you may be contacted.**

8.3.2 The Checked-in Baggage shall be carried in the same aircraft as you. If this is not possible for reasons independent of our will we have the obligation to carry it to your destination specified on the electronic ticket, as soon as possible.

8.3.3 The Catania and Naples airports charge a tax of 8 Euro, respectively, 5 euro, for collecting the baggage fee.

### 8.3.4 BAGGAGE WITH DECLARED VALUE FOR CARRIAGE ON FLIGHTS OF BLUE AIR

1. As an operating air carrier, Blue Air may accept a passenger's baggage for carriage with declared value, which may be higher than the limitations 1,131 Special Drawing Rights - SDR, provided that the passenger had met certain conditions.

The passenger should state his intention to register his baggage with declared value to the following Blue Air email address: [bbugcxh@blue-air.ro](mailto:bbugcxh@blue-air.ro) submitting the completed declaration and

supporting documentation (invoice, bills etc.) at least ten working days before the date of travel to receive a prior acceptance.

2. The passenger states his intention to register his baggage with declared value provided that within the time limit set forth in the preceding paragraph 1 he had met the following requirements:

- 2.1. The passenger is in possession of a valid ticket for carriage on a Blue Air flight.
- 2.2. The passenger declares his baggage value for carriage.
- 2.3. The limitation of liability for declared value is 4,000 euro.
- 2.4. The passenger must submit an inventory of the items to be carried with declared value, bearing his own signature at the above mentioned email address.
- 2.5. The passenger must declare that the packing of the baggage shall be his obligation and the Carrier shall bear no responsibility for the said packing.
- 2.6. The passenger must declare his consent that the baggage should be inspected immediately before travel in order to check the match of its contents with the declared value and the presented inventory, as well as compliance with the obligation undertaken under the preceding subparagraph 2.5.
- 2.7. The passenger shall pay an additional charge to the amount of 50 EUR from the declared value.

3. Upon meeting the requirements set forth in paragraph 2 the relevant employee of Blue Air shall issue by a document for the value under subparagraph 2.7

4. Before submitting his luggage for registration the passenger must contact the responsible employee of Blue Air at least three hours before the flight in order to fill in a [Declaration for Declared Value](#) and to ensure the actions specified in subparagraph 2.6 to be carried out. The Passenger may not pack his baggage in a way that hinders its inspection, or in a packaging that could be destroyed by the inspection.

5. Should the inspection carried out under subparagraph 2.6 establish a mismatch between the baggage and the declared value and/or the presented inventory, the Carrier shall be entitled to refuse carriage of the said baggage under the terms and conditions of the submitted Declaration for Declared Value and transport it under general terms and conditions instead (as a registered baggage without declared value). In such cases the fee, paid by the passenger under subparagraph 2.7, will not be reimbursed.

6. The passenger may not submit for carriage baggage with declared value in unsuitable containers, e.g. cardboard boxes, bags, sacks, backpacks, soft-sided suitcases, etc, that are incapable of securing the integrity of the baggage and must not include the following: money, jewelry, precious metals, keys, cameras, computers, medicines, spectacles, sunglasses, contact lenses, watches, mobile phones, personal electronic devices, negotiable papers, securities, cigarettes, tobacco or tobacco products or other valuables, business documents, passports, artifacts, paintings or other type of art and other identification documents or samples.

7. Should the inspection carried out under subparagraph 2.6 establish that special packaging is necessary for securing the integrity of the baggage, or of items contained therein, or of the container itself, the passenger must comply with the requirements posed by the inspecting employee, otherwise the Carrier is entitled to exercise its rights under subparagraph 5.

8. The passenger shall register his baggage by presenting the document issued under paragraph 4, bearing an inscription that the inspection has been carried out.

9. In case of a roundtrip ticket the passenger must fill in two Declarations for Declared Value, one for each leg of the journey. In such a case each declaration shall be processed under the above-mentioned procedure separately, independent of each other.

10. Blue Air will accept for carriage baggage with a Special Declaration for Declared Value only in case it is the "operating carrier" on the respective flight sector.

11. Upon completion of the flight the passenger may claim his luggage by presenting a baggage tag and the document specified in paragraph 4.

#### 8.4 CARRY-ON BAGGAGE

**8.4.1 You are entitled to have only one carry-on baggage which may not exceed 10 kilos and the size of 55 cm x 40 cm x 20 cm. The baggage's dimensions include all its accessories (wheels, handles, outer pockets, etc.).**

Infants cannot have carry-on baggage but may transport luggage according to article 8.1.1.

Only one piece of baggage will be accepted per passenger. Purses/pouches and electronic devices (camera, laptop, tablet, etc.) must be placed in this baggage. Only products purchased in the airport from Duty Free shops can be transported separately from the carry-on baggage.

8.4.2 Musical instruments that are not considered to be dangerous because of their shape or volume can be transported as carry-on baggage, respecting article 8.4.1. If the musical instrument exceeds the given dimensions and/or weight, the passenger must pay the equivalent amount of one seat in order to ensure the transport of the instrument in the cabin. If the instrument respects article 8.1.1, it may be transported as hold luggage.

8.4.3 In the situation in which a passenger presents at the boarding gate a baggage that does not comply with the designated weight and size of the hand luggage, as stipulated in article 8.4.1, the passenger will be charged an additional urgent baggage processing fee of 65 EUR per baggage/ passenger/ flight segment. The baggage will be assumed and transported as a checked-in baggage.

8.4.4 In order to comply with these Conditions of Carriage, all passengers must weigh their carry-on baggage and demonstrate this baggage fits easily in the devices especially made to verify them. The check-in/boarding agents have the right and obligation to verify visually and by measurement and weighing of the carry-on baggage in order to ensure the strict compliance with these Conditions of Carriage.

In case of doubt, the weight limitations shall take precedence over the size limitations. The result of the weigh will be rounded up, in respect to the passenger, to the lowest number of kilograms.

**8.4.5 We reserve our right to refuse the transport of any baggage that does not comply with the conditions of article 8.4.1 and any passenger that does not comply with the conditions of article 8.4.3.**

Passengers who do not comply with the Conditions of Carriage for carry-on baggage may be denied boarding if they do not accept their baggage to be collected and transported in the aircraft hold.

Blue Air will not be held accountable for any damage caused by the passenger's refusal to comply with these conditions of carriage.

#### 8.5 COLLECTION AND DELIVERY OF CHECKED-IN BAGGAGE

8.5.1 You must collect your Checked-in Baggage when you arrive at destination. Unless you collect your baggage within 30 days, such baggage is taken over in our custody and we may charge a storage fee. If the baggage is not claimed and collected within one month from the date when it is brought to destination, we may use it in any manner whatsoever without any material liability to you.

8.5.2 Only the owner of the Checked-in Baggage and of the Baggage Identification Tag is entitled to collect the baggage.

8.5.3 The Checked-in Baggage of which we take custody shall be handed over only to its owner provided that he/she shows the Baggage Identification Tag or to any legally authorized person.

#### 8.6 LIVE ANIMALS

8.6.1 In the passengers cabin it is permitted to carry small living animals belonging to the PET category (pet + cage in a total of maximum weight of 6 kg.) cats or dogs, in special cages with the maximum dimensions of 45x30x23cm, the owner having the responsibility to hold them during the flight. In this case, the transportation is against a EUR 35 charge/animal/ flight segment if the ticket is purchased via our web page or via the Reservation and Customer Service Department and 50 EUR charge/animal / flight segment if the ticket/SSR is purchased at the airport as part of the check-in procedures.

Passengers traveling with PET (dog or cat + cage of maximum 6kg) in the airplane cabin must go to the check-in desk in the airport at least 90 minutes before departure, with the documents mentioned in art. 8.6.4, to carry out the necessary formalities related to the PET. Passengers traveling with PET are required to go to the check-in desk even if the online check-in was made and/ or passengers have no baggage to register.

8.6.2 Carriage of average living animals, dogs or cats is permitted in the aircraft hold provided that such animals are kept in standardized cages according to IATA Regulations, cages with the maximum dimensions of 120 cm x 80 cm x 80 cm, and that their number does not exceed three on one flight. The carriage shall be made against payment, at the tariff of EUR 75 charge/animal / flight segment applicable on the gross weight (cage and animal- max 32KG) if the ticket is purchased via our web page or via the Reservation and Customer Service Department and 100 EUR charge/ animal/ flight segment if the ticket/SSR is purchased at the airport as part of the check-in procedures.

If the total weight of the animal + the cage exceeds the designated 32 kg, a tax of 50 EUR/ 50 GBP/ 250 RON will be imposed, tax that can be paid only during check-in formalities.

8.6.3 Only dogs and cats may be carried in the passenger cabin, as well as in the aircraft hold, and only under the conditions mentioned in the Articles of Chapter 8.6.

8.6.4 In order to travel with a pet in an EU State, live animals must meet the following requirements:

- have a microchip implanted under the skin;
- have a health certificate;
- have a valid rabies vaccine, in accordance to the following EU legislation: [http://ec.europa.eu/food/animals/pet-movement/eu-legislation/non-commercial-eu\\_en](http://ec.europa.eu/food/animals/pet-movement/eu-legislation/non-commercial-eu_en)
- have a passport for animals, issued by the veterinarian.

8.6.5 For the flights operated to and from London, no live animals may be transported either in the passenger cabin, or in the hold.

Starting with January 1st, 2012, for all flights to/from Ireland, live animals (cats and dogs) can be transported under the conditions mentioned above (articles 8.6.1, 8.6.2 and 8.6.3), plus the conditions available [here](#).

8.6.6 For passengers traveling with a pet in cabin, the allocation of seats will be on the penultimate row, in order not to create any discomfort to other passengers.

#### 8.7 HUMAN REMAINS

8.7.1. Human remains are not acceptable for carriage on any passenger aircraft for any destination.

8.7.2 Carriage of human ashes is acceptable subject to a prior arrangement.

#### 8.8 WEAPONS AND AMMUNITION

8.8.1 To transport a weapon you must comply with the legislation for weapons and ammunition and must have a permit to carry it. The weapon must be transported in the checked-in baggage, disarmed, with the ammunition separately packed. According to IATA regulations, a passenger cannot carry more than 5 kg of ammunition/ flight.

8.8.2 The tax for transporting a weapon is 60 EUR/ piece/ flight segment, payable online, or at the check-in, as a Special Service Request.

The company reserves its right to change the regulations concerning the weight, dimensions and the taxes for the baggage for all Blue Air flights, before the beginning of the journey, by announcing these changes on the company's website within the section "News" or "Terms and Conditions of Carriage".

## **9. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS**

### **9.1 SCHEDULE**

9.1.1 Our operation schedule is the one published in the booking system, leaflets or other presentation forms. The flight times appearing in the schedule may be changed during the period comprised between the date of publication and the date on which your travel is scheduled. Any amendment occurring in our operation schedule shall be introduced in the booking system.

9.1.2 Before confirming the reservation we will inform you of the flight schedule in force on that date, which shall be printed on your Electronic Ticket. If you provide us with your contact details, we undertake to inform you of any modification. If, after you purchased the Electronic Ticket, we make a significant change in the schedule on which you do not agree and we cannot book another flight convenient to you, you may request repayment according to Article 10.2.

### **9.2 CANCELLATION, REROUTING, DELAYS, ETC.**

9.2.1 We shall take all the measures necessary to avoid delay in your transportation. To avoid the cancellation of a flight, under exceptional circumstances, we may decide that such flight be made on our behalf by another company.

9.2.2 Except for the cases otherwise established in the Convention, if a flight is cancelled or does not take place as per the schedule, we shall act as follows, subject to your consent:

9.2.2.1 We shall transport you to your destination with the first flight we make, according to the availability of the seat, without having the obligation to pay any additional charges and, if necessary, we shall extend the validity of the Electronic Ticket.

9.2.2.2 We will offer you the possibility to take the flights of another airline company in case the flight is canceled by us, except for force majeure cases.

9.2.3 In case you do not accept any of the options included in Articles

9.2.2.1 and 9.2.2.2 we shall no longer have any responsibility and we will pay you back the entire amount you paid to us.

## **10. REPAYMENT**

10.1 Pursuant to the terms provided herein, no Electronic Ticket shall be refunded. The Electronic Ticket may be exchanged for another flight at the same tariff or at a higher tariff, if possible, the payment of an exchange charge and a tariff difference being necessary. All the details in connection with this issue may be found in our Carrier's Rules, listed on our Internet page, or may be communicated to you upon request. Please verify the charging modality before purchasing the Electronic Ticket.

10.2 If we cannot fulfill our transport obligations according to the Carriage Agreement, we will pay you back the tariff you paid to us, totally or partially, pursuant to this Article.

10.2.1 The amount specified on the Electronic Ticket shall be paid back in full if we cancelled the flight and cannot provide other options to you.

10.2.2 If we cancel the flight of a segment of the route specified on the ticket, the amount returned shall be equal to the difference between the tariff paid for the entire route and the tariff applicable for the non-traveled segment.

10.2.3 Repayments shall be made only to the persons whose name is specified on the Electronic Ticket or to those who made the payment, against submission of the unused ticket or coupon and of the fiscal receipt.

10.2.4 The applications for repayment shall be made in writing and sent to the address mentioned at the end of the Terms and Conditions of Carriage.

### **10.3 CURRENCY**

The repayment shall be made in the same currency as the one used for the payment of the Electronic Ticket.

### **10.4 CREDIT / DEBIT CARD CHARGE**

No credit / debit card charges or other forms of payment shall be paid back, except for the cases when the flight is cancelled by us.

### **10.5 OPTIONS FOR REPAYMENT**

If you accept another form of repayment, the provisions hereof shall apply to the respective form of repayment.

### **10.6. CREDIT**

A credit (voucher) represents a discount that Blue Air offers you when purchasing new tickets with our company.

The validity of the credit includes the available flight schedule and can be used up to the end of this flight schedule.

There is no physical or electronic credit; it will be used only as means of payment when booking new tickets and/or Blue Air services.

Tickets for which credit is approved will have a comment in accordance with the stipulations provided by email. To make use of the credit you must contact us by phone: CALL CENTER numbers available [here](#), and tell us the reservation number of the tickets with approved credit. The difference between the price of the tickets you are going to buy and the credited amount will be paid with a Visa or MasterCard, activated for online payments.

If you want to benefit from credit and contact a Blue Air operator that offers you a price quotation, you must know that that price is not fixed and can vary depending on the availability of fare classes in the system.

Any credit agreement represents a special situation that requires an approval from the Blue Air company. Once a credit is approved, its value will not be reimbursed.

## **11. CONDUCT ABOARD AIRCRAFT**

### **11.1 GENERAL ISSUES**

11.1.1 If we deem that your behavior aboard the aircraft jeopardizes the aircraft or any person or good aboard, or disturbs the members of the crew during the flight, or does not comply with the instructions of the crew, including those relating to smoking, drug or alcohol consumption or if you behave in such a manner as to trigger discomfort, inconveniences, damages or injury of passengers or members of the crew, we may take any measures necessary to prevent the continuation of such conduct, including immobilization. You may be disembarked and may not be allowed to make any future travel at any time and may also be held liable under criminal law for the offences perpetrated aboard the aircraft.

11.1.2 If, because of your conduct, we are forced to divert the aircraft to a destination that had not been previously established and compel you to leave the aircraft, you shall pay to us all the costs resulting further to such fortuitous landing and the potential penalties imposed on us by the authorities of the country where we landed.

11.1.3 To avoid any misunderstandings, you are not allowed to have alcoholic drinks which were not purchased aboard our aircraft. We reserve our right to refuse to offer or sell alcoholic drinks to any passenger aboard the aircraft if he/she is already in a state of inebriation.

### **11.2 ELECTRONIC DEVICES**

For flight safety reasons, we may forbid or restrict the use of electronic devices aboard the aircraft, including mobile phones, laptops, mobile recorders, portable radios, CD players, electronic games or transmission/reception devices, including remote-controlled toys.

## **12. CARRIER'S ARRANGEMENTS FOR ADDITIONAL SERVICES**

Based on the contract of carriage and the contractual terms between the passenger and Blue Air, the company undertakes to ensure for the passenger's food and drinks, on demand and for a price, during the trip.

If we make arrangements for and on your behalf with a third party in order to supply to you services, other than carriage by air, or if we issue a ticket or a voucher in connection with the carriage or the services (other than carriage by air) provided by a third party such as hotel reservations or car renting, in performing this we act solely as your agent. In such case, the terms and conditions of the third party shall apply. We shall be liable to you only in case we are guilty of negligence in connection with the conclusion of such arrangements.

## **13. ADMINISTRATIVE FORMALITIES**

### **13.1 GENERAL ISSUES**

13.1.1 You have the responsibility to obtain all documents and visas necessary for the travel.

13.1.2 We are not liable for the consequences resulting from the impossibility to obtain the necessary documents or visas.

### **13.2 TRAVEL DOCUMENTS**

Prior to the travel, you must submit all exit, entry and health documents or other documents required by the laws, rules, orders or requirements of the countries involved and you must allow us to make and keep copies of such documents. We reserve our right to refuse the carriage unless you observe such requirements or if your travel documents are inappropriate.

### **13.3 REFUSAL OF ENTRY**

If your entry in a certain country is refused, you are liable to pay all fines or fees imposed on us by the government of the respective country and the cost you paid for your carriage from that country.

We shall not pay you back the tariff you paid for your carriage to the to the country where your entry was prohibited.

#### 13.4 PASSENGERS' LIABILITY FOR FINES, DETENTION COSTS, ETC.

If we are compelled to pay fines or penalties or to incur expenses resulting from your failure to observe travel-related laws, rules, orders or requirements of the countries involved or from your impossibility to submit the necessary documents, you shall pay us back, upon request, any related amount or expense. For such purpose, we may use the equivalent amount of the unused segments on your Electronic Ticket or any other funds which belong to you but are in our possession.

#### 13.5 CUSTOMS INSPECTION

Upon request of the customs personnel or of another governmental official, you will have the obligation to submit your baggage to the customs inspection. We shall not be liable for any loss or damage occurring during such verifications or due to your failure to observe such requirements.

#### 13.6 SECURITY INSPECTION

Prior to embarkation, you have the obligation to undergo the security check, both for you and your baggage.

#### 13.7 INTERRUPTION IN CASE OF EMERGENCY DURING THE FLIGHT

If you get sick when you are aboard the aircraft and we deem that an emergency landing on the nearest airport in order to receive the necessary medical assistance is for your interest, you will be liable for the payment of the medical expenses and the accommodation costs for your family or friends accompanying you and for the future costs related to your carriage from the unplanned stoppage point to your final destination. We recommend you to have a medical and transport insurance valid for the period of your travel.

#### 13.9 PERSONAL DATA

Passengers or clients agree that Blue Air may use their personal data (name; mail address; phone number; etc) in order to make possible the electronic transaction and to store such information.

### **13.i Required visa**

In order to comply with the community law concerning the right of entry into the EU Member States, a number of clarifications are needed.

The Directive 2004/38/EC of the European Parliament and the Council from the 29th of April 2004 concerns the right to free movement and residence within Member States for Union citizens and their family members.

Article 2 states:

1. "Union citizen" means any person having the nationality of a EU Member State;

2. "family member" means:

- (a) spouse;
  - (b) the partner with whom the Union citizen has contracted a registered partnership, under the legislation of a Member State, if, according to the legislation of the host Member State, registered partnerships are considered to be equivalent to marriage and in accordance with relevant legal requirements of the host Member State;
  - (c) direct descendants aged between 0-21 years or who are dependent on them, as well as direct descendants of the spouse or partner as defined in paragraph (b);
  - (d) direct ancestors who are dependent on them and those of the spouse or partner as defined in paragraph (b);
3. "host member State" means the Member State in which a Union citizen moves in order to exercise their right to free movement and residence.

Article 5 deals with the right to enter the territories of EU Member States and states:

(1) Without prejudice to the provisions on travel documents applicable to national border controls, Member States shall allow entrance in the territory to Union's citizens holding valid identity cards or valid passports, and to their family members who are not nationals of a Member State and who hold valid passports.

(2) Family members who are not nationals of a Member State shall only be required to possess a visa in accordance with Regulation (EC) no. 539/2001 or, if appropriate, in accordance with domestic legislation.

As specified by Irish authorities, for non-Community citizens Romanian Residence Permits are not valid for travelling to Ireland. National passports are checked for those mentioned above. Irish regulations stipulate that they must possess valid visa to enter Ireland.

For travels in the United Kingdom of Great Britain and Northern Ireland, for non-EU citizens, an entry visa is required on the passport. For family members of EU citizens, within the meaning of Directive 2004/38/EC of the European Parliament, the visa can be obtained easily and free of charge if those family members address the embassy of the state of destination.

In accordance with article 5, paragraph 4, of Regulation (EC) No 562/2006 of the European Parliament and of the Council establishing a Community Code on the rules governing the movement of persons across borders (Schengen Borders Code), in conjunction with art. 2 of Decision 582/2008 regarding introducing a simplified regime for the control of persons at external borders based on unilateral recognition by Bulgaria, Cyprus and Romania of certain documents as equivalent to their national visas for the purpose of transit through their territories, a valid Schengen visa for Romania is recognized as equivalent to national visas for the purpose of transit.

Also according to Article 6, paragraph 1, letter d of the Emergency Ordinance of the Romanian Government 194/12.12.2002 on the regime of foreigners in Romania "entry on the Romanian territory

may be permitted to foreigners that present guarantees that will be allowed entry into the destination state or that will leave the territory of Romania, for foreigners in transit"  
In practice, in conjunction with Annex I of Regulation 562 result that the transition can be justified by the confirmation of an organized trip or any other appropriate document indicating the proposed travel program, a return ticket or a reservation which shows the journey from Romania to Moldova.

#### 14. LIABILITY FOR DAMAGE

14.1 Our liability shall be determined by our Terms and Conditions of Carriage. Our liability is limited and we recommend you to take out adequate insurance for the travel you are to make. The provisions regarding our liability are the following:

14.1.1 Except for the cases provided by the Romanian and EC Regulations, our carriage shall be subject to the rules and limitations in connection with the liability established by the Convention provided that the carriage is an international carriage to which the Convention applies. The following conditions shall apply to all our transports (whether or not in accordance with the Romanian and EC Regulations):

14.1.2(a) Any liability we may have for damages shall be reduced by any negligence from your part that causes or contributes to the damage according to the law in force.

14.1.2(b) We shall be held liable only for the damages occurring during the flight or on the flight segments where our code (BMS, OB) appears in the air carrier's box on the Electronic Ticket for the respective flight or flight segment.

14.1.2(c) We are not liable for the loss or lack of contents of your Carry-on Baggage, unless such baggage was taken over by a member of the crew in order to store it in a place other than the one especially designed for such type of baggage.

14.1.2(d) Our liability for the loss or lack of contents of the Checked-in Baggage shall be restricted to SDR 19 per kilogram, and not by the value of the missing objects; in the case of the Carry-on Baggage, the responsibility shall be limited to maximum SDR 332 per passenger, subject to the mention that if different liability limits apply according to the laws in force such limits shall prevail. If the weight of the Checked-in Baggage is not recorded upon check-in, the indemnity shall be calculated at the standard weight of 32 kilos.

14.1.2(e) Except for the cases when specific provisions exist herein, we are liable to you only for the indemnities to which you are entitled, for the losses evidenced and for the costs according to the Convention.

14.1.2(f) We shall not be liable for the damages caused to the goods which must not be included in the Checked-in Baggage and which are described under article 8.2, including fragile or perishable items, items of a special value such as money, jewelry, precious metals, computers, personal electronic devices, documents, securities, or other goods, papers, passports and other identification documents or samples. If the baggage contains perishables (food, drink), the company reserves the right to remove and quash these items without any compensation to the passenger.

14.1.2(g) The Carriage Agreement, including these Terms and Conditions of Carriage and the liability exclusions or limitations shall apply to our Authorized Agents, employees and representatives in the same manner as they apply to us. The total amount which may be recovered from us and from such Authorized Agents, employees, representatives and persons may not exceed our liability, if any.

14.1.2(h) Nothing in these Terms and Conditions of Carriage cancels exclusions or limitations of liability specified in the Convention or in the laws in force, unless this is expressly provided.

14.1.2(i) For all the Blue Air destinations, the responsibility related to the fulfillment of the border crossing conditions shall be totally incumbent on passengers. Blue Air shall not be held liable in relation to the Rules and Regulations regarding border crossing by passengers.

14.1.2(j) In case of passenger delay we are liable for damage unless we took all reasonable measures to avoid damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs (approximate 5,032 EUR).

In case of a baggage delay we are liable for damage unless we took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability is limited to 1,131 SDRs (approximate 1.213 EUR).

In the event claimant fails to mitigate damages or has contributed to the emergence of damage, the amount of the claims for damages shall be reduced by the amount which relates to the claimant's contribution. In particular, claimant is obligated to make timely, reasonable and adequate replacement purchases.

14.1.3 For further details on the delay, destruction, loss or damage of your baggage please read [this document](#).

#### 14.2 SPECIAL ARRANGEMENTS

In situations which may result in the death, hurting or bodily injury of the Passenger further to an accident occurring aboard an aircraft of our company or during the embarking and disembarking operations during a flight performed by us:

14.2.1 We shall not use any defense provided under Article 20 of the Convention or any other similar defense existing according to the law in force, in connection with the application that does not exceed SDR 113100;

14.2.2 We shall make, without delay and during a period that does not exceed 15 days after the date when the identity of the person entitled to compensation was established, advance payments to the person having immediate economic needs, proportionally to the damages incurred (the amount shall not be lower than SDR 16,000 per Passenger in case of death). Any advance payment shall not represent acceptance of liability and may be reduced from our next payments, but it shall be returned if the negligence of the Passenger or of the person who received the payment caused or contributed to the damage, or if the person who received the payment is not the person entitled to compensation; THEREFORE we reserve all the other forms of defense (provided by the Convention or not) and all rights of recourse against other persons, including (but not limited to) rights of contribution and indemnity.

14.3 As regards the advance payments to be made under Article 14.2.2 or any other form deemed as a EUR equivalent of an amount from SDR:

14.3.1 The EUR equivalent shall be calculated at the currency exchange rate established by the International Monetary Fund for the respective date;

14.3.2 If Romania has not introduced EUR as legal currency on the respective date, any payment or, as the case may be, any interpretation of the amount shall be made in ROL further to the conversion of the exchange rate from ROL into EUR for the respective date of payment or calculation, as the case may be.

14.4 We confirm to you that we have liability insurance per passenger of at least SDR 100,000 and of no less than the minimum amount stipulated by the Romanian Civil Authority.

14.5 When the carriage complies with the Romanian and EC Regulations, for applications exceeding SDR 100,000, we may be exempted from payment if we can evidence that our company or our agents took all the precautionary measures necessary to avoid the damage or that it was impossible for us or our agents to take those measures.

## **15. DEADLINE FOR SUBMISSION OF CLAIMS OR ACTIONS**

For any irregularity (loss/ damage/ theft of baggage) the passenger must report to the Blue Air Lost & Found Office, located in the airport, for the PIR (Property Irregularity Report) before leaving the airport.

No PIRs are made for baggage stained by certain substances (wine, oil, food) and those that have suffered minor damage (scratches, seam rupture caused by excess weight, cipher, keys, broken locks, broken side handles and any luggage accessories).

No PIRs are made for damaged baggage of passengers who choose to travel with them and have already been compensated.

(If the checked-in baggage is damaged or does not arrive with the same flight as the owner and if the passenger does not submit a report upon arrival, Blue Air will disclaim responsibility.)

### **15.1 NOTIFICATION OF CLAIM**

15.1.1. Acceptance of Baggage by the holder of the Baggage Identification Tag without any claim upon delivery is sufficient evidence that the baggage was delivered under proper conditions and according to the Carriage Agreement, unless you evidence the contrary. If you wish to file a claim or action in connection with the damage brought to the Checked-in Baggage, you must inform us when you discover the damage or no later than 48 hours after receipt of the Checked-in Baggage. If you wish to file a claim or action in connection with the delayed delivery of the Checked-in Baggage, you must inform us within 7 days from the date when the Baggage was handed over to you. All such claims shall be made in writing.

15.1.2. It is mandatory for passengers to ask for a copy of the completed property irregularity report (called PIR) when any type of damage is noticed. This report is filled-in by an employee of the Lost and Found department in the airport with the information provided by the passenger. The PIR is not an official complaint, it is an internal document of the airline/ handling company used to identify the luggage.

15.1.3. Blue Air will not be held responsible for luggage mistakenly identified by another passenger. The passenger who mistakenly identified the baggage is responsible for all costs incurred by both passengers involved.

15.1.4. If you wish to contact the Lost & Found department, you can do so at ll@aerokraft.ro or phone numbers: +40745 313 411.

15.1.5. Lost luggage can only be received at the airport. Lost luggage cannot be delivered to the home of the passenger.

### **15.2 LIMITATION OF ACTIONS**

Any right to indemnity shall be cancelled unless an action is initiated within 2 years after the date of arrival at destination or after the date when the aircraft was scheduled to arrive or on the date when the carriage stopped. The decision of the court where the case is judged shall impose the method for the calculation of the limitation period.

### **15.3 MODIFICATION AND CANCELLATION**

No agent employed by or representing us is entitled to modify or cancel any provision of these Terms and Conditions of Carriage.

### **15.4 TIME OF RESPONSE TO COMPLAINTS**

Any complaint registered with our company, with all necessary evidence attached, will be settled within 60 days of receipt.

## **16. INTERPRETATION**

The titles of each Article of these Terms and Conditions of Carriage are for convenience only and may not be used for the interpretation of the text.

## 17. CHOICE OF LAW AND JURISDICTION

Unless otherwise provided under the Convention, the laws, government rules, orders or requirements in force:

- (a) These Terms and Conditions of Carriage shall be governed by the laws of Romania;
- (b) Any misunderstanding arising between you and us in connection with or resulting from such carriage shall be subject to the non-exclusive jurisdiction of the Romanian courts.

## 18. TRANSFER

### 18.1 Bus Transfer

Blue Air offers you the coach transfer service from Constanta/ Brasov to Otopeni Airport and return. Together with the Blue Air flight ticket, you can purchase the bus transfer, a service provided by our partner Direct Aeroport.

For children aged 0 - up to 2 years, the transfer is free of charge (they will not have a seat, will be held by a parent).

Direct Aeroport accepts 2 (two) hold baggage (32 kg) and 1 (one) hand luggage per passenger.

Items that cannot be transported:

- Bicycles
- Weapons
- Animals
- Sports equipment

If Direct Aeroport is at fault for passengers being delayed/ losing their flight, Direct Aeroport undertakes to respect and apply the regulations of EC261/2004 and return the value of the airplane tickets to Blue Air, but not the value of other services that passengers should benefit from at their destination. Blue Air will, in turn, reimburse the value of the airplane ticket to passengers that have the right to be reimbursed.

If a Blue Air flight is delayed, Direct Aeroport undertakes to accept Blue Air passengers on the first bus transfer with available seats without charging any additional fee.

Details regarding bus schedule, stops, etc are available [here](#).

### 18.2 Taxi Transfer

To make a taxi reservation, during the ticket purchasing process, you should check the box next to the service, then after the payment, please fill out the TAXI REQUEST displayed on the booking confirmation page and then click the "send request" button. For the transfer, the Fly Taxi representative will be waiting for the customers in the Bucharest Henri Coanda International Airport at the exit from the Arrivals terminal, with an advertisement with the "Blue Air" logo.

For suggestions and complaints, please contact the Fly Taxi company directly at the phone number: +4 0747.999.440 or e-mail address: [office@taxifly.ro](mailto:office@taxifly.ro).

## 19. AIR CARRIER INFORMATION

We take the responsibility to inform you about the identity of the air carrier/carriers, regardless the method of purchasing the ticket.

All flights offered for sale on <http://www.blueairweb.com> are operated by S.C. Blue Air-Airline Management Solutions S.R.L.

## 20. ADITONAL SERVICES

Blue Air offers passengers, through the company website, the following services:

#### 20.1 "SMS Confirmation" service

If you want to receive the booking confirmation as soon as possible or you do not have access to your email when you make the booking, you can choose to receive the information via SMS. The "SMS Confirmation" service is available regardless of the mobile network you use or the country you live in. The service costs 0.5 euro. After purchasing the ticket, you will receive an SMS with the following information: booking number, route, date of departure/return, departure and landing time.