

CONDITIONS OF CARRIAGE
FOR PASSENGERS AND BAGGAGE

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1. Meaning of certain words and expressions / Definitions

***Air Ticket / Electronic Air Ticket /** shall mean a document issued by the carrier or its agent to a passenger pursuant to which the carriage of a passenger and his/her baggage shall be undertaken.

***Baggage** shall mean such items and possessions of a passenger usually packed in a bag, rucksack or suitcase. It shall include both the checked and cabin baggage of a passenger, unless otherwise stated, but excluding any items prohibited from carriage under these Conditions and any not appropriate packed property of the passenger and/ or not packed items.

***Baggage tag** shall be an identification tag for every part of a checked baggage.

***Cabin Baggage** shall mean a baggage the passenger may take with him/her into the cabin of aircraft and he/she shall take care about it during the whole trip.

***Carrier** shall mean Electra Airways Ltd., Bulgaria

***Carrier website** shall mean www.electra-airways.com

*Charterer

***Checked baggage** shall mean a baggage to be placed for the duration of flight in the baggage compartment of an aircraft and with a baggage tag issued by the Carrier's agent.

***Claim** shall mean the compensation request for the damage of health, checked-in baggage or other property of the Passenger and/or compensation claims according to the Regulation 261/2004

***Customer support** shall mean an organizational unit of the carrier dedicated to processing of the customer's requirements.

***Damage** shall include death, injury, delay, part loss or other damage of any nature occurred by the carriage or in connection with the carriage or other services performed alongside it by the Carrier.

***Days** shall mean calendar days including all seven days of a week;

***Excess Baggage** shall be a baggage the weight or size of which exceeds the set limits, however, acceptable for the carriage pursuant to the carriage conditions of the Carrier.

***Master ticket** shall mean a list of passengers in an electronic form according to which the carriage of a passenger and his/her baggage shall be undertaken.

***Passenger** shall mean any person with exception of the crew carried by air with approval of the carrier.

***Person with reduced mobility** means any person whose mobility when using transport is reduced due to any physical disability, intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the services made available to all passengers.

***PNR data** – Passenger Name Record data

***PNL** – Passengers Name List

2. Applicability

2.1 General

a) The Conditions of Carriage for Passengers and Baggage (further referred to as Conditions) shall be related to all charter flights undertaken by Electra Airways (further referred to as Carrier). These Conditions apply on flights where the airline designator code ('EAF') is shown in the booking confirmation.

b) If the air carrier for the flight changes, the tour operator shall inform the passengers about the change as soon as possible.

2.2 Wet Lease

These Conditions shall not apply, if a carriage is undertaken by Electra Airways pursuant to a wet lease agreement. In this case the conditions of operating air carrier shall apply.

2.3. Applicable Law

a) Except as otherwise provided by the Montreal Convention or applicable law, the contract of carriage with the Carrier, these Conditions and regulations shall be governed by and interpreted in accordance with the laws of Bulgaria.

b) The passenger is entitled to file a claim against the Carrier in his/her local court, except that Bulgarian courts shall have exclusive jurisdiction in relation to claims under EU Regulation 261/2004.

3. Air Tickets

3.1 General provisions for charter flights

- a) Electra Airways flights are ticketless, based on the Charterers final PNLs. Electra Airways does not have a reservation system and does not issue air tickets for its flights.
- b) The Carrier shall accept for carriage by air only a person with a valid charter air ticket/voucher issued by a tour operator/agent and listed in the **PNL** for the given flight. Buying a ticket, the passenger enters into a contract with the tour operator for the respective flight.
- c) The booking of charter air ticket/voucher are valid and shall be made by the tour operator only after the whole program with the air carrier is agreed and confirmation of the slots by the handling airports is received, otherwise the tour operator is liable for the incorrect scheduling of the flight, including for the obligation to inform the passengers at least 7 days prior the flight.
- d) The Carrier does not conclude an agreement with the passenger and does not gather his/ her contact details. In this regard the Carrier is not liable to inform the passengers in the event of rescheduling or cancellation of a flight.

3.2. General provision for ACMI flights

- a) In case of Electra Airways performing ACMI flight the operating air carrier shall be responsible for all operational aspects of the flight, including but not limited to issuing tickets, flight planning, loading, unloading, and ground handling.

4. FARES AND CHARGES

4.1 General

a) The Carrier sells the whole aircraft capacity to the Tour Operator/Agent that will announce the fares for carriage from the airport of origin to the airport of destination, unless otherwise expressly stated.

b) The confirmed fare price applies for a carriage from departure to destination airport only. Neither any ground transport among single airports, nor any carriage between airports and city terminals are included in the price.

4.2 Stopover

a) The Carrier reserves the right to make additional, unplanned stopovers that may result from a necessary technical landing or other extraordinary circumstances.

5. RESERVATION

5.1 General

Electra Airways does not have a reservation system and reservations for its flights shall be made by the Tour Operator/Agent of the Carrier.

5.2 Personal data

a) The passenger shall take note that his/her personal data shall be submitted to the Carrier through the Tour Operator/Agent his/her personal data for the following purposes: reservations, special services such as equipment for persons with reduced mobility, PNR data and information relating to the trip.

b) Within the scope defined in the applicable legal provisions, the passenger shall explicitly authorize the Carrier to save data to this end, use them and submit to its offices, authorized representatives, state authorities and other carriers or suppliers of the mentioned services.

Electra Airways guarantees full compliance with the requirements of Regulation (EU)216/679 of the European Parliament and the Council of 27th April 2016 with regards to processing of personal data according to Directive 95/46/EC(General Data Protection Regulation).

5.3 PNR data

The party ordering the flight shall be liable to the Carrier for providing the passenger data required by the state authorities (PNR data) at: pnr@electra-airways.com.

PNR data shall comprise as a minimum the following: Passenger's Given and Family names, Nationality, Passport/Document ID number and Date of expiry, Birth date, Gender, Travel Agency and booking date. PNR data is gathered to provide it to the handling agent at the airport for check in purposes.

6. CHECK-IN

6.1 Generally

- a) Electra Airways does not provide on-line check-in for its flights. The check-in is carried out from a handling agent at the respective airport.
- b) The passenger shall be obliged to come to the check-in 2hours prior scheduled time of departure.
- c) The party ordering the flight shall be liable to the carrier for on-time arrival of passengers as per Article 6.1 b.

7. OBLIGATIONS OF PASSENGERS IN CARRIAGE BY AIR

a) Prior to purchase of a ticket the passenger shall be obliged to identify him/herself before the tour operator/ agent and present the relevant travel documents, and answer questions of security nature or submit the requested personal data to the eligible state authorities. Pursuant to government regulation, the Carrier may be requested to submit passenger data or access these data.

b) When purchasing or making a reservation of an air ticket through travel agency, the passenger shall be obliged to report any health troubles that may complicate the carriage or may have a negative impact on the flight procedure.

c) The passenger shall be obliged to undergo security check carried out by the authorities or authorized institutions and allow a check of his/her checked and cabin baggage.

d) The passenger is obliged to participate in the customs check of his/her registered and cabin baggage. The Carrier shall not be liable to the Passenger for any loss or damage that can occur during the inspection or which is a consequence of not complying with this requirement.

e) In accordance with the applicable international regulations the Passenger may not carry in his/her checked or cabin baggage objects, materials and substances listed in the list of prohibited items, published on the Carrier's website and the relevant legislation of the country concerned. These items must be placed in checked Baggage. Otherwise, the passenger is obliged to remove them before the flight and does not have the right to receive them back (such items are confiscated by the competent authorities). Carrier disclaims any liability for items confiscated for security reasons.

f) Electra Airways does not accept any substances of dangerous nature such as explosives and ammunition, combustible, corrosive agent, compressed gas, poison or toxic and contagious material, oxidizing substances, radioactive material, magnetic material and other dangerous goods.

g) The passenger shall be obliged to observe the rules of air traffic and pursue the carrier's employees/agents' instructions at all circumstances.

h) The passenger shall be obliged to refrain from any act endangering the safety and fluency of air transport, interfere or bother other passengers, prevent proper execution of obligations of employees of the carrier, damage the carrier's or passenger's property, as well as refrain from an excessive use of alcohol on board aircraft.

i) The passenger shall be obliged to refrain during the flight from use of portable electronic devices specified by the carrier that may have a negative impact by their operation or on the functions and operation of electronic devices and equipment of aircraft.

The violation of this restriction may be followed by a fine amounting up to 2,000.- EUR.

j) The passenger shall cover all costs of losses and damages such as aircraft's cabin damage, illegal carriage of dangerous, animals or articles, emergency landing, etc., caused to the Carrier by the passenger.

8. OBLIGATIONS OF THE CARRIER

- a) The Carrier shall be obliged to ensure the passengers are acquainted with emergency exits and procedures on board.
- b) The carrier must inform the passenger on the smoking ban and use of electronic devices on board aircraft.
- c) If necessary, the Carrier shall inform the Passenger of the requirements for safety on board, and the consequences of their violation.
- d) If necessary, the Carrier shall be obliged to advise the passengers on emergency procedures suitable for the given situation.
- e) In case that, in the Carrier's opinion, the Passenger's conduct onboard endangers the aircraft or any person/property on board, or obstructs the performance of the Carrier's staff duties or does not submit to their orders, the Carrier may take appropriate actions to stop such behaviour, including removal of such passenger from the aircraft after landing and refusal of further carriage of the Passenger in the future.
- f) The Carrier reserves the right to claim against the Passenger who caused damage to another passenger and/or to the Carrier.
- g) In order to ensure flight safety as well as security on board the aircraft the pilot in command is empowered to issue instructions to all persons on board and all persons on board the aircraft are required to submit to the orders of the commander.
- h) The Carrier's flight may be operated with a different type of the aircraft than the one given in the original flight schedule.
- i) The Carrier's flight may be operated with an aircraft of another Carrier. Based on EU regulation (EC) 211/2005 passengers shall be informed accordingly.

9. EXCLUSION FROM CARRIAGE

9.1 General

a) The Carrier reserves the right to exclude a passenger or baggage from carriage, if in its opinion:

- It is necessary to fulfil the laws and regulations, including those related to Covid-19 of the State of origin, stopover or destination, or over which the flight will be operated
- the behaviour, physical or mental condition of the Passenger leads to a breach of good manners, which may give rise to concern of other passengers or a Passenger is a threat to themselves, other passengers and/or property of the carrier, the airport, or third parties.
- the passenger physically or verbally attacked any other person including the employees or representatives of the carrier on board or at the airport and/or attempted to damage the property of the carrier, the airport, other passengers or third parties.
- the passenger's conduct might endanger the safety of carriage by air or public order,
- the passenger does not submit to the instructions and orders of the Carrier's staff, representatives of State bodies and/or airport staff, in particular the instructions on the safety and order onboard
- the passenger refused to undergo the security check, carried out by authorised services at the airport
- the passenger does not have or cannot present applicable documents in relation to air transport
- the passenger's flight and ID documents have been destroyed or damaged
- the passenger is not listed in the electronic list of passengers (in case of use of electronic air ticket or trip confirmation),
- the passenger failed to come for departure in time pursuant to the Carrier's check-in policy
- the passenger has been detained by the authorities of the country of departure or refused the entry to the country of destination or over which the flight is operated,
- during a previous flight the passenger was behaving in a manner that violates the law, in particular the safety of air transport, or good manners, and there are reasonable grounds to conclude that due to his/her condition, the passenger may commit such violations again,
- the passenger's behaviour may constitute or constitutes an offense or a criminal offense
- the passenger is under the influence of alcohol or drugs,
- the passenger suffers from infection disease that is subject to obligatory notification
- the passenger requires special help, which the Carrier is not able to provide or the cost of which would be disproportionately high.

If for any of the above reasons the Carrier refuses to carry the passenger or removes a passenger from the aircraft, the Carrier shall not be liable for any loss or damage caused by the refusal of carriage or removal of a passenger from the aircraft.

A passenger may also be charged for the costs of the refusal of carriage or any penalties imposed.

10.CONDITIONAL ACCEPTANCE FOR CARRIAGE BY AIR

- a) The carriage by air of a passenger, whose physical or mental condition or age is such as health detriment or other damage may be a threat to him/her, shall be undertaken under condition that the carrier shall not be liable for any contingent injury, illness or other health detriment including passenger's death, nor for a damage of personal belongings kept by a passenger, if such detriment or damage has occurred in connection with or as a consequence of the carriage.
- b) Due to safety reasons, the carrier shall be entitled to refuse carriage of a physically or mentally handicapped passenger without an escort. At the check-in and throughout the whole flight, the sick passenger must keep with him/her a physician's certificate in the Medical Clearance Form stating he/she is able to be carried by air.
- c) Medical certificate of the physician shall be valid for the period of 14 days as of the day of issue.
- d) In the event of a sudden death of a passenger during the flight, his/her remains shall be disembarked from the aircraft and handed over with a protocol to the competent local authorities for further examination and ordering of an alternate transport.

11. CARRIAGE OF SPECIAL NEEDS PASSENGERS

11.1. Carriage of special needs passengers.

- a) Passengers requiring special assistance and care are required to inform the Tour operator at the time of reservation.
- b) The Carrier will endeavour to facilitate the travel of the passengers with special needs. However, their acceptance for carriage may be subject to prior approval of the Carrier on the conditions of such transportation.
- c) Passengers requiring special care and parents with small children should pre-notify airport staff on their needs, due to the extended safety procedures.
- d) Passengers with special needs are screened before boarding an aircraft. Wheelchairs, crutches and stretchers are subjected to manual inspection.
- e) Due to safety requirements, passengers with special needs are not allowed to occupy seats near the emergency exits on the aircraft.
- f) The Carrier shall ensure that the person accompanying a passenger with reduced mobility will take place in the seat next to the special care passenger, if the travel with a companion is notified no later than 48 hours before departure.

11.2 Carriage of passengers with reduced mobility (PRM)

- a) The PRM passengers shall be those passengers, whose actual health or physical condition requires a special care from part of the carrier. The scope of care during the trip shall be subject to safety regulations for carriage by air, carrier's aircraft equipment and the airport's local conditions.
- b) Passengers who plan to travel with their own wheelchair or other equipment facilitating movement, are obliged to inform the Carrier at the time of reservation or ticket purchasing, but no later than 48 hours before departure.

During the check-in personal wheelchairs will be given to the airport staff in order to be loaded in the aircraft cargo compartment. Passengers will be able to pick them up at the destination airport. Airport ground staff will provide assistance to the passengers from the check-in to the aircraft and from the aircraft to the baggage claim area after the flight, using a different wheelchair. The passenger must provide the Carrier information about the type, size and weight of the wheelchair.

The Passenger can carry for free the wheelchair that is not included in the Baggage allowances. It is not allowed to carry a wheelchair powered by batteries filled with corrosive substances. If possible, the passenger is obliged to disconnect the battery from the wheelchair before handing it to the representatives of the carrier

- c) Cabin crew can provide assistance to the PRM on the way to and from the toilet but is not entitled to lift and carry passengers on the wheelchair or aid in the toilets.

11.3 Carriage of passengers travelling with a guide dog

a) Blind passengers, who are accompanied by a guide dog must be aware that the guide dog shall be carried only in the cargo hold free of charge.

11.4 Carriage of pregnant women

a) Any pregnant women after the 34th week of pregnancy shall not be accepted for carriage by air under any circumstances. Any pregnant woman in high stage of pregnancy who is not able to prove the current week of pregnancy (holds no certificate of maternity, physician's certificate or similar document) shall not be accepted for carriage by Electra Airways under any circumstances. Between the 28th and 34th week of pregnancy, a medical certificate will be required to state the stage of pregnancy on the date of the return flight and that the passenger is fit to fly.

11.5 Carriage of minors up to 2 years of age

a) Children below the age of 2 years on the date of outbound travel are considered as infants. They must always be accompanied by an adult of minimum 18 years of age.

b) A minor under 2 years of age shall not be entitled to own seat and refreshment and it is carried on the lap of the accompanying person. The free baggage allowance for INF is 10kg. One buggy can be used up to airplane entrance, but then will be loaded in baggage compartment.

c) On the routes operated by Electra, the adult passenger may travel with not more than one minor up to 2 years of age. A **maximum of 20 infants** are allowed on ELECTRA AIRWAYS flights.

d) A minor under 2 years of age cannot be seated in a row next to the emergency exits.

11.6 Unaccompanied minors

a) The children under 5 years of age cannot be carried unaccompanied by an adult. An adult is a person of at least 18 years of age.

b) The minors above 5 years of age up to completion of the 11th year of age can travel unaccompanied by an adult person (unaccompanied minor - UM). In such a case the Carrier provides the UM assisting service at the airport of departure and destination at an extra charge. The escorting adult must provide the Carrier with a written confirmation on the Unaccompanied minor/MAAS form that the UM will be awaited at the destination airport by another adult. The parents/escorting persons must remain at the airport until departure. Additional charge of Euro 50/one way will apply.

c) The passenger from 12 to including 16 years of age may upon request of parents or legal guardian also be granted an assistance service (MAAS). The assistance service (UM/MAAS) shall be subject to additional payment.

d) The carriage of unaccompanied minor and the Minor Accompanying Assistance Service shall be possible only upon prior notification of such carriage to the carrier 48 hours prior to departure at the latest.

11.7 Oxygen

- a) Passengers are permitted to bring their own pressurized oxygen supply required for medical use on ELECTRA AIRWAYS flights limited to – 2 litre / 200 bar and not exceeding 5 kg gross mass (weight). Liquid oxygen systems are **forbidden**. Oxygen of any kind can only be accepted with prior information to the airline submitted at least **14** days prior to date of flight.
- b) Passengers requiring use of oxygen during flight must bring their own bottles, approved for use in flight. Permission shall be granted by the Carrier subject to receipt of copy of a medical certificate (MEDIF).
- c) The passengers shall pre-advise their oxygen via the Tour operators or flight Charterer. The Carrier may refuse forbidden oxygen systems.

12. BAGGAGE

12.1 General

a) The baggage shall be carried as checked or cabin. The passenger shall be entitled to a carriage of the baggage in accordance with the ticket provisions. Generally, the limits for weight and dimensions of the free baggage allowances are as follows:

- **Standard hold baggage allowance – 20 kg**
- **Cabin Baggage Allowance – up to 6kg** (overall dimensions shall not exceed 55x40x20cm)

An additional service fee for excess luggage shall be collected at check-in counter. The excess luggage rate that applies on Electra flights is **€20.00 per kilo for roundtrip** (or **€10.00** per kilo for one way) in excess of the free allowance, unless otherwise agreed with the Charterer.

Please note that additional baggage can only be accepted subject to hold space and limitations on the aircraft's maximum take-off weight.

b) the Passenger may not carry by air the following:

- Baggage and items that may threaten safety of the flight, security of persons and property as well as baggage and items that might easily be damaged during the carriage and are not suitably packed.
- Items specified by regulations of the International Civil Aviation Organisation (ICAO), International Air Transport Association (IATA) and regulations of the carrier as dangerous goods
- Items forbidden for carriage according to applicable law, directives or regulations of relevant state
- Items included on the List of forbidden items available on the carrier websites.

12.2 Special Baggage

Special baggage and sporting equipment of up to **30 kg** per passenger may be transported subject to Carrier's approval and at extra charge of **Euro 60**. Additional insurance is recommended.

12.3 Live animals

Live animals are carried at the owner's risk. The owner is responsible for complying with the "IATA Live Animals Regulations" and the requirements/Regulations of the countries of departure and destination. The transport of the live animals **must be confirmed** by ELECTRA AIRWAYS.

Animals are only accepted for countries within EU.

Animals of a weight of up to 6kg including kennel are allowed to travel in the cabin. The kennel must not be larger than a cabin bag (55x40x20cm), leak proof and allow for Safe transport. The animal has to stay in the kennel during the entire flight. Additional charge of **Euro 30**/one way will apply. PETS are limited to 04 per flight.

Larger animals could only be carried in the aircraft hold at extra charge of **Euro 60**/one way. Max 08.

12.4 Baggage check

a) Airport security staff, when suspecting that the Passenger's Baggage may contain any prohibited items, may search passenger's baggage in the passenger's presence. If the passenger is not present and is not therefore able to consent to Baggage check, the security staff shall be eligible to open the passenger's baggage for baggage check if it suspects the baggage contains items excluded from carriage or the carriage of which requires a special procedure.

b) Should the passenger refuse the baggage search request, the carrier may refuse a relevant person and her/his baggage for carriage.

c) The Carrier is not liable for any damage of the Baggage or its content resulting from the baggage check.

12.5 Baggage collection

a) The passenger shall be obliged to collect his/her baggage immediately upon arrival to the airport of destination.

b) If the Baggage has not been collected, the Carrier shall be entitled to dispose of the Baggage within the deadlines and principles defined in the relevant provisions of law.

c) The baggage may be collected by a holder of identification coupon of the baggage ticket.

d) The carrier shall not be obliged to investigate, whether the holder of an identification coupon of baggage ticket has been eligible to collect a baggage and it shall not be liable for any loss, damage or other costs possibly incurred to a passenger in this connection.

e) It shall be necessary to report to the Carrier's agent on any baggage destruction, non-collection or any loss **immediately during** the baggage collection. The agent shall be obliged to draw up a protocol to this end (Property Irregularity Report or Damage Baggage Report). Otherwise, it shall be presumed that the baggage is released in proper condition.

12.6 Baggage claims

a) All complaints shall be made in **English** language and submitted by e-mail or by post within the terms of 12.6 letter "d". The claim shall be sent to: customersupport@electra-airways.com.

b) In order to process the complaint, the copies of following documents shall be submitted:

- Property Irregularity Report (PIR) or Damage Baggage Report (DBR)
- Airline ticket and Boarding pass
- Baggage tags
- Bills for lost or damaged items
- Repair receipt or a document stating that the Baggage cannot be repaired

The Carrier reserves the right to request the Passenger for additional documents necessary to establish the limitation of liability of the Carrier. For instance, when the passenger claims damaged baggage, s/he shall provide a document from the manufacturer of the suitcase, if the damage is covered by a guarantee and/or an expert assessment of the damaged baggage.

If some of the abovementioned document/s or additionally requested document/s, or acceptance of the offer is not provided within 7 (seven) working days, the Carrier shall consider the baggage claim not submitted and the claim shall be returned unresolved.

- c) A properly filed complaints are processed within 30 days from the date of receipt. In exceptional cases, this period may be extended up to 60 days.
- d) Pursuant to Montreal Convention, the passenger shall be obliged to report to the carrier on the checked baggage destruction or theft immediately after discovering them or **up to 7 days** following the day of takeover. The passenger shall be obliged to report a non-delivery of baggage and fill in the (PIR) immediately upon arrival, the later claims shall not be accepted. The claim for liability of a delayed baggage should be lodged **in 21 days** from handing over the baggage to a recipient. The Carrier shall not consider claims submitted outside the terms described above.
- e) If the Checked Baggage has been damaged and a repair is not possible, the Passenger has the right to obtain a compensation according to the estimated value of the damage. In this case s/he shall provide an expert assessment of the damaged baggage.
- f) Damage, destruction or loss of the Baggage must be reported to the Carrier immediately upon reclaiming it.
- g) If the Baggage has not arrived on the same aircraft as the Passenger, it shall be reported immediately upon arrival at the destination airport to the Carrier's agent and a relevant Property Irregular Report (PIR) has to be filled out. If the Passenger does not meet this requirement or does not submit some of the documents described in b) or outside the terms described in d), the Carrier is released from liability for any damage, destruction, loss or delay of the Baggage.
- h) The amount of compensation for delay in delivery of the Baggage while abroad and namely in the destination of vacation shall be granted on the basis of the bills for the purchase of the first necessities (underwear, required clothes, toiletries, and hygienic items). The coverage of the bills will not be provided to passengers residing in home destination.
- i) All claims shall be reported directly to the Carrier. No claims presented via external sources will be considered, unless they have been initially submitted to Electra Airways by the Passenger.

12.7. Carrier's limitation of liability for damage

- a) The Carrier is liable for damages caused on flights operated by itself only.
- b) The Carrier shall not be liable for damage of cabin baggage and other items kept in personal care of a passenger, if such damage was not caused by the fault of the Carrier, its servants or agents.
- c) The Carrier shall not be liable for damage of checked baggage such as damages of handles of all kind, wheels, zippers, feet and lockers. These damages are considered repairable.
- d) In carriage of baggage, the liability of a carrier in the event of destruction, loss, damage or delay, shall be limited according to limitation stipulated in the Montreal convention.
- e) If the weight of the Checked Baggage has not been specified, it is assumed that the weight of the Baggage does not exceed the weight allowances applicable to baggage carried free of charge.
- f) The Carrier shall not be liable for baggage damage of a Passenger caused by the negligence of the Passenger.

g) The Carrier shall not be liable for any destruction, loss or damage caused by common wear, and the event, when the baggage of a passenger prior to start of the trip was already damaged or defective.

h) The Carrier shall not be liable for a contingent loss or destruction of fragile items such as perfumes, toilet waters, dioptric and sunglasses, contact lenses, bottles, glassware, porcelain, water pipes, or fast destructible articles, pharmaceuticals, money, credit cards, valuable items and objects of art, jewellery, keys, commercial documents, passports or other ID documents, data carriers and electronic devices including accessories, if placed in the checked baggage.

i) The Carrier shall not be liable for a possible loss or damage of the sporting equipment, strollers and other equipment that failed to be duly reported and suitably packed.

j) The liability for loss, delay, pilferage or damage to the Baggage is limited unless a Passenger declared previously the value of the Baggage bigger than provided for in the Convention and paid an additional fee.

k) The Carrier is not liable if the Baggage has been mistakenly claimed by another passenger. A person who mistakenly claimed another passenger's baggage shall cover all costs incurred by both passengers.

l) The Carrier is not liable for damages caused by manipulation with liquids on board.

13. TIMETABLE AND IRREGULARITIES

13.1 Timetable

a) The Carrier shall make maximum effort to ensure carriage of passengers and their baggage according to the applicable timetable at the day of flight. In order to prevent a possible cancellation of a flight, the carrier may under exceptional conditions organize the flight by an alternate Carrier and/or aircraft.

b) The departure and arrival time specified in the air ticket, or elsewhere, might be subject to change in the period between the reservation and departure date.

c) The flight ordering party (tour operator/ agent) shall be fully liable for keeping passengers informed on changes of timetable.

13.2 Irregularities

a) In the case of irregularities in air transport, the Carrier shall make available written information on the Passengers rights via it's handling agent, including their right to care and compensation.

If the irregularity results from the reasons beyond the control of the Carrier, the Carrier shall be relieved of the obligation to pay compensation. In all other cases the passengers have the right to compensation as per (EC) 261/2004

b) In case of a denied boarding, the Passenger has the right to:

- meals and refreshments in a reasonable relation to the waiting time;
- hotel accommodation in cases where a stay of one or more nights becomes necessary,
- transport between the airport and place of accommodation (hotel or other)
- two telephone calls, telex or fax messages, or e-mails.
- In case of cancellation of a flight, the passenger has the possibility of choice between reimbursement of the full costs of the ticket paid and re-routing.
- if the Carrier fails to offer the above options to a passenger who is denied boarding, the passenger is entitled to compensation under EU Regulation 261/2004, depending on the circumstances.

13.3 Compensation 261 claims for delayed flights

a) In case of delayed flights with more than three hours the passenger is entitled of compensation according the Regulation 261/2004 considering the following:

- Notification of disruption: If the flight is cancelled or delayed, the passenger shall immediately notify the tour operator/ agent. The passenger could contact the Carrier via the contact form on the website.
- Submission of claim: In order to claim compensation under EU Regulation 261/2004, the passenger shall submit a claim to the Carrier in writing within a 1 year from the date of the flight disruption to claims@electra-airways.com.
- Supporting documents: When submitting a claim, the passenger shall provide supporting documents such as the booking confirmation and the boarding pass. If the passenger represents someone else the claim should be accompanied with Power of attorney.

- Response time: The Carrier aims to respond to all claims within 30 days. In some cases, it may take longer to process a claim due to the complexity of the case or the volume of claims being processed.
- Compensation amount: The amount of compensation under EU Regulation 261/2004 depends on the distance of the flight.

b) The Carrier will not provide compensation in cases where the flight disruption was caused by extraordinary circumstances, such as severe weather conditions, air traffic control restrictions, or security risks

13.4. Payment of compensations

a) All passengers' claims for compensation in the event of denied boarding, cancellation or significant flight delays shall be processed according to these Conditions of carriage, the Regulation of the European Parliament and of the Council (EC) No 261/2004 and the rulings of the Court of Justice of the European Union.

b) The Carrier shall not accept any claims by compensation claims companies or lawyers provided that the passenger has not applied directly first and allowed a 30 days response period.

14.REIMBURSEMENT

- Reimbursement of air tickets on charter flights of Electra Airways shall be possible only in case of a flight cancellation made by the Carrier.

a) Refunds will be made as follows:

- The amount equal to the price of air ticket paid, if neither part of air ticket was used;
- The amount equal to the difference between the total price of air ticket and the price for the part of flight not flown, if the air ticket was used partly.

- A person entitled to reimbursement

a) Except as otherwise provided hereinafter, the Carrier shall be entitled to make a refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

- Currency

a) All refunds are subject to the laws of the state where the Ticket was sold and the country where the refund is made.

15. TRAVEL FORMALITIES

15.1 General

a) The passenger is obliged to obtain all documents and fulfil all conditions required by the authorities of departure, transit, or arrival country. The agent of the Carrier is eligible to check all travel documents and formalities. The Carrier shall reserve its right to refuse the carriage of a passenger not meeting the required travel formalities. The Carrier shall not be liable for damages or costs incurred to a passenger due to his/her obligation's default.

b) The flight ordering party is obliged upon request to cover all costs incurred to the carrier to this end, if the Carrier is assigned by decision of relevant authorities to transport a passenger back to the departure country, due to the denied entry into the arrival country, be either transit, or a final destination. Upon request, the passenger is obliged to cover all costs incurred to the carrier by his/her default.

15.2 Customs and security check

a) Upon request, the passenger is obliged to undergo the check by customs and other authorities of his/her own checked or unchecked baggage. Except as required by the Montreal Convention, the Carrier is not liable to the passenger for any damage or loss suffered by a passenger due to default of these requirements, and the passenger is obliged to cover to the carrier any loss occurred.

15.3 COVID-19

Due to Covid -19 there may be additional entry requirements in effect at both departure and destination countries which may change at short notice, including the need to show proof of having tested negative for, or having had a certified vaccination against, Covid-19. It is the passengers responsibility to ensure satisfactory compliance with these requirements prior travel as well as familiarise themselves with the latest applicable measures and limitations related to Covid-19.

16. CARRIER'S LIABILITY FOR DAMAGE

16.1 General

a) In the international air transport, the Carrier's liability is subject to Convention for the Unification of Certain Rules for International Carriage by Air dated 28 May 1999 (Montreal Convention) as well as the Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97, whereas the latter results from the Montreal Convention, and possibly the Warsaw Convention applicable to both international air transport.

b) These Conditions constitute the basis of liability for the Carrier. If carriage is performed by another Carrier, the liability may be determined by the conditions of the Carrier operating the flight.

c) The Carrier shall be liable up to the amount of a veritable damage, albeit up to the limit restricting its liability according to the relevant law regulations, in particular, the Convention.

d) The Carrier shall not be held liable in case the claimant's negligence or wrongful act or omission caused or contributed to the damage.

e) The Carrier is not liable for any damage arising from its acts in compliance with any laws, regulations, orders or government requirements, or from failure of passenger to comply with it.

f) The Carrier is liable only for damages occurring on flights operated under the Carrier's designator code.

16.2 Carrier's liability and indemnity scope

a) The Carrier is liable for damage sustained in case of death or bodily injury of a passenger only when the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking,

b) The Carrier shall not be liable for damage occasioned by delay in the carriage of passengers, baggage or cargo, if the Carrier proves that it and its servant and agents took all measures that could reasonable be required to avoid the damage, or that it was impossible to take such measures.

17.FINAL PROVISIONS

17.1 Validity and Effect

a) These Conditions of Carriage become valid and come into effect on 2nd January 2022 and updated on 1st May 2023, they are issued in the electronic form and available at the web site of Electra Airways.

b) Unless the applicable law, international agreement or directly applicable acts of EU provide otherwise, law of the state of Carrier's residence is applicable to all the legal relations resulting from these Conditions and all related rights.

c) These Conditions of Carriage are issued in English language.