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GENERAL CONDITIONS OF CARRIAGE

STUDENT AGENCY k. s. (hereinafter referred to as STUDENT AGENCY) conveys within the meaning of applicable legislation general conditions of carriage for passengers and baggage in air transport (Hereinafter referred to as Conditions).

SECTION 1 DEFINITION OF USED TERMS

Agent/IATA agent

An organisation approved by IATA (International Air Transport Association) to sell air transport to other persons or organisations.

IATA (International Air Transport Association)

International Air Transport Association.

Carrier

An airline company operating the transport of persons and carriage of baggage.

Operating air carrier

The carrier which implements a booked flight or a part of the journey on behalf of the airline company.

Codeshare flight

A flight operated by a carrier other than the carrier which offers flight for sale under its flight number. A particular flight shall be always subject to the conditions of the carrier operating the flight.

Flight coupon/segment

It is a part of the passenger's flight ticket which lists specific places among which the passenger is entitled to travel.

Departure place

An airport, where, in accordance with the flight ticket, air transport of passengers and carriage of baggage begins.

Destination place

An airport, where, in accordance with the flight ticket, air transport of passengers and carriage of baggage ends.

§ 2 SCOPE OF APPLICATION

The general conditions of carriage (hereinafter referred to as the "Conditions") shall apply to all regular and irregular domestic and international carriage of passengers and baggage carried out by carriers, including services relating to this carriage as well as to the process of buying a flight ticket from a IATA agent.

The conditions of carriage of air carriers performing the flights supersede the IATA agent's conditions. The client shall read and comply with the Conditions of Carriage posted on the carrier's website.

§ 3 FLIGHT TICKET

1. Definition

Flight ticket is a travel and baggage ticket issued by the carrier or IATA agent to a passenger, on the basis of which the carriage of passenger and its baggage is performed.

2. General provisions

The carrier will accept for carriage only a person with a valid flight ticket. The flight ticket is not transferable to another person. At the carrier's or other authorized body's request, the passenger shall present his/her flight ticket, in the case of paper ticket he/she submits flight coupons to the carrier. The flight coupons must be used in the sequence mentioned on the flight ticket. In case of paper ticket, the passenger shall have the ticket with all the remaining flight coupons which he/she has not submitted to the carrier or a confirmation of the carrier as a substitute of this coupon during the entire journey. Proving the printed e-ticket may be applied if electronic ticket is used.

3. Flight ticket validity

A flight ticket entitles a passenger to transport from the departure airport to the destination airport according to the route and tariff stated in the flight ticket. Unless earlier dates are specified in the conditions of the tariff used, the flight ticket is valid 1 year from the day of commencement of travel and is valid 1 year from the issue of the flight ticket if a single flight coupon has not been used. Each flight coupon entitles the holder to carriage on the date and for the flight for which place was reserved. If a flight ticket is issued without the date of flight then a seat may be provided only according to space and loading possibilities of the requested flight. If the carrier is unable to provide a previously confirmed seating in the plane to the passenger or if the flight is postponed in the period of validity of the flight ticket, the validity of the flight ticket will be extended until the carrier will be able to carry out the carriage.

4. Faulty flight ticket

The carrier has the right to refuse a passenger in the event that

- a) the presented flight ticket is damaged,
- b) the data in the flight tickets have been changed by a person other than the carrier or approved sales agent,
- c) the flight ticket is presented without the valid passenger coupon,
- d) if it is a document which is not credible (a document which is lost, missing, stolen, forged, shows signs of unqualified intervention or is purchased via Internet through a suspicious payment transaction – even the fact that the passenger cannot present a payment card through which the flight the ticket was paid can be considered a suspicious transaction)

5. Loss or theft of paper flight ticket

In the case where the passenger finds out that his/her ticket has been lost or stolen, the duplicate of the original document can be issued for him as a replacement for the lost or stolen flight ticket. In this case, the passenger shall pay to the carrier the costs related to the issuance of the duplicate and also shall give a written undertaking to pay possible damages and losses to the carrier that might incur by misuse of the original lost document.

SECTION 4 STOP OVER

A stop over is possible at a stopover point and then only if the conditions of the particular air carrier's tariff allow it. The stopover must be marked on the flight ticket. The carrier reserves the right not to authorize change of the flight ticket for the purpose of stop over in a flight ticket which has been already issued.

SECTION 5 NON-CONSECUTIVE FLIGHTS

1. Flights in more flight tickets

In the case of buying separate flight tickets (e.g. in order to reduce travel cost), the carrier shall not be liable for any costs incurred by changing or purchasing a flight ticket for a consecutive flight in the event of delay, change or cancellation of the previous flight.

2. Non-consecutive flights within 1 day

In cases where the flight ticket is issued for a flight path when it is necessary to stay overnight in order to transfer to another flight, accommodation in a transit point is not included in the price of the flight ticket, unless expressly provided otherwise.

In cases where the air carrier provides accommodation or other services related to and associated with the use of air transport with the particular air carrier within the value of the price of the flight ticket, these services may be required by the passenger only after the flight ticket has been issued and paid. The provision of these services depends on the capacity of the air carrier and the passenger shall have no legal entitlement to these services provided.

3. Unconnected flights within 1 airport

In cases where the flight ticket is issued for such a flight path when transfer involves transportation from one airport to the other, this transportation is not included in the price of the flight ticket, unless expressly provided otherwise.

4. Baggage check in non-consecutive flights

The carrier may refuse to check in a passenger for a flight path which is not a part of his flight ticket (see section [1. Flights in more flight tickets](#)). In the event that there are unconnected flights within 1 airport (see section [3. Unconnected flights within 1 airport](#)), the carrier does not transport the baggage.

SECTION 6 FARES

1. Definition

The amount shown on the ticket as the price for passenger air transportation.

2. General provisions

Fares published by the carrier as effective on the day of payment of the flight ticket are obligatory for the carriage, which these Conditions are applicable to. If the fare between two points has not been published, the combined fare will be used. A flight ticket issued at a particular fare can be used only under the conditions set for this fare. Any change in routing or the date of flight or exchange of the entire flight ticket may mean a change of the fare. If the flight ticket is issued with a change between two different airports, the transport between these two airports is not included in the flight ticket price, unless expressly provided otherwise.

3. Other taxes and charges

In addition to the fare, the passenger are required to pay charges (e.g. airport taxes, fuel surcharges etc.) related to air carriage which are set or approved by authorised state bodies and carriers. The passengers are required to inform themselves about the possible exceptions where the airport tax is levied on passengers directly at the point of departure or at the place of transfer. The information can be found at www.mzv.cz or from an IATA agent. In the event of any change of price upon the passenger's request, the carrier reserves the right to charge additionally the difference of taxes and charges up to the current amount as of the day of flight change.

SECTION 7 RESEERVATIONS

1. General provisions

A passenger holding a flight ticket or flight coupon without the date of flight shall have no right on priority reservation.

2. Reservation conditions

The agent makes a reservation for a particular flight. The reservation is not binding until a valid travel document with a confirmed reservation is issued. The price of services is paid on the date of crediting the agreed price including all related taxes and charges to the STUDENT AGENCY bank account or on the date of paying the price of services in cash at the STUDENT AGENCY cash desk, provided it is done until 5 pm. Payments credited to the STUDENT AGENCY account or paid in cash at STUDENT AGENCY cash desk after 5 pm are considered to be paid on the next business day.

3. Allocation of seats in the aircraft

For safety or operational reasons, the carrier cannot guarantee a particular requested seat in the aircraft, even though the particular seat was reserved and confirmed before the flight.

4. Seat unused or cancelled by the passenger

Under the conditions set by the carrier, a cancellation fee may be collected if the passenger does not use or cancels the confirmed seat. It is in the interest of the passenger to inform himself about the tariff conditions before the flight ticket is issued. If the passenger fails to arrive at check-in until the set time or if he/she has not the necessary documents or if he/she is not able to carry out the flight, the carrier shall be entitled to cancel the confirmed seat.

5. Reconfirmation of seats

The carrier has the right to require the reconfirmation of seat on certain flights. The carrier has the right to cancel a confirmed seat if the passenger does not reconfirm the seat at the latest 72 hours before the scheduled departure. Contacts for each carrier can be found at its website. The client shall inquire into the conditions of reconfirmation and the contacts on carrier.

SECTION 9 OBLIGATIONS OF PASSENGERS DURING THE CARRIAGE BY AIR

1. Proof of identity, travel documents

The passenger shall, before purchasing a flight ticket and before boarding an aircraft, prove his/her identity and present relevant travel documents upon request by an IATA agent, carrier or state authorities. For more information about travel documents see [Section 16 TRAVEL ESSENTIALS , section 1. Travel documents](#).

2. Health conditions

When purchasing the flight ticket, the passenger shall inform the air carrier through an IATA agent about any health conditions which might complicate his carriage or negatively influence the course of the flight.

3. Safety

The passenger shall submit to any security check, including his/her checked and unchecked baggage.

According to valid international regulations, passengers are not allowed to carry weapons, ammunition, knives, toys similar to real aggressive weapons (e.g. pistols, grenades), blunt objects (e.g. baseball bats, golf clubs) and all other items of a stabbing or cutting nature. These items must be placed in checked baggage only.

The carrier disclaims any responsibility for retaining these items. Dangerous substances (explosives and ammunition, flammable and corrosive material, compressed gases, toxic and infectious materials, oxidizing substances, radioactive materials, magnetic materials and other dangerous goods) can be only carried as cargo under special conditions of carriage.

The passenger shall comply with the regulations concerning the carriage of liquids, aerosols and gels.

The passenger shall abstain from acts that might endanger the safety and flow of air transport, disturb other passengers or to be the cause of their complaints, obstruct the performance of the carrier's staff, damage the carrier's or the passengers' property, refrain from excessive use of alcohol on the board of the aircraft.

4. Following the instructions

The passenger is required to exercise caution adequate to the nature of air operation and follow the instructions of the carriers especially at:

- check-in, gathering and movement in the passenger areas,
- boarding and disembarking the aircraft
- placing clothing and unchecked (cabin) baggage in the aircraft.

5. Other duties

The passenger shall further, be required to:

- Observe all safety procedures of the carrier and safety procedures arising from EU directives.
- To inform themselves of possible ways of check-in and related charges.
- To arrive at check-in and to fulfil or required formalities and check-in procedures in time, within the time specified by the carrier.
- At the request of the carrier's staff or at the instruction through the illuminated panel during take off and landing or during the flight to fasten the seatbelts.
- At the request of the carrier's staff to move to the assigned seat if necessary from operational reasons.
- Observe the no smoking ban on all the boards of all aircrafts. Violation of the ban can be punished with a fine up to CZK100. 000.
- During the flight not to operate personal electronic devices and appliances set by the carrier that may adversely influence the functions and operation of electronic equipment of the aircraft. Violation of the ban can be punished with a fine up to CZK100. 000.
- In case of health damage of the passenger to undergo the necessary first aid, to notify the crew of the requested personal and health data and to undergo subsequent medical examination.
Pay to the carrier all costs and losses caused or brought about by the passenger's inappropriate behaviour (e.g. damage of the aircraft interior, illegal carriage of dangerous animals, goods, etc.).
- Unconditionally submit to the instructions of the commander (captain) of the aircraft and the cabin crew during the flight.
- Submit to the imposed personal security check carried out by state authorities or authorized organizations.
- Keep all travel documents (boarding passes, acknowledgment of receipt of baggage etc.). Without evidence documents the carrier may not accept the claims without documented evidence.

SECTION 10 PO OBLIGATIONS OF THE CARRIER DURING THE CARRIAGE BY AIR

The carrier shall arrange for passengers to be instructed about the location and how to use the following:

- a) Safety belts,
- b) Emergency exits and devices intended for common use,
- c) Life vests and oxygen devices if this equipment is set for passenger use,
- d) Other emergency equipment intended for individual use

The carrier, shall further instruct the passenger about the no smoking and use of electronic devices regulations on the board of the aircraft the violation of which may be punished by a fine up to CZK 100, 000. If needed, the carrier shall instruct the passengers about the emergency procedures suitable for the current situation. The carrier shall ensure the possibility of using safety belts at take off, landing, during turbulence and any time upon the aircraft commander's (captain's) request and instruct the passengers about placement of their belongings in the aircraft.

SECTION 11 REFUSALS OF PERSONS FROM CARRIAGE

1. General provisions

The carrier may refuse carriage of a passenger if:

- a) The carrier's regulation on performing flights require it (e.g. the passenger is under the influence of alcohol, drugs and addictive substances, he refuses inspection of his baggage, he does not check- in in time and does not come in time for departure)
- b) If the passenger breaches regulations applicable in the country of departure, arrival or over-flight,
- c) If the passenger is struck with a contagious illness which is obligatory to report, suffers from a serious illness whose sudden symptoms might endanger negatively the safety of the passengers and of the flight of if the passenger cannot take care of him/herself due to his/her physical or mental condition and is not accompanied by someone who will provide the necessary care for him/her.
- d) The passenger's conduct endangers the safety of carriage or public order or if he/she is not properly dressed.
- e) If any obligation stated in [Section 9](#), in particular with regard to air transport safety, is breached.
- f) He does not comply with the visa obligation in the target or transit countries.

2. Passenger's right to compensation

A passenger, who was refused from carriage by the air carrier, will be reimbursed the fare or a part thereof, according to the applicable conditions of the carrier. The decision on the amount of the reimbursed fare is fully in the competence of the carrier.

§ 12 CONDITIONAL ACCEPTANCE OF PASSENGERS FOR CARRIAGE AND ACCOMPANYING OF CHILDREN

1. Conditional acceptance for carriage

The carriage of a passenger whose health condition may be endangered if transported during the carriage by air, due to his physical or mental condition or age, is performed with the condition that the carrier shall not be liable for any contingent injury, illness or other personal injury including the death of a passenger, nor for damage on personal belongings, if such injury or damage was in connections with or a consequence of carriage. Due to safety reasons, the carrier shall be entitled to refuse carriage of a physically or mentally handicapped passenger without escort. When carrying the sick person and pregnant women (but maximum by the end of the 34th week of pregnancy) a medical confirmation from the attending physician that the passenger is able to undertake the carriage by air, is required. The carriage of pregnant women from the 34th week of pregnancy is at the women's and the child's risk and the air carrier is relieved of any liability. The carrier shall be entitled to refuse carriage of a pregnant woman from the 34th week of her pregnancy.

2. Accompanying of children

The legal representative of the underage passenger is required to check by the retailer the possible age limit of an underage child travelling alone as well as the conditions and charges for the carriage of an underage child travelling alone. In the event of carriage of an unaccompanied child the carrier may require a written declaration on a prescribed form that another (particular) adult will be waiting for the children at the airport of arrival. The carrier may request the age of the child to be reliably proved. The age limit may be different in different carriers. In the case of carriage of an unaccompanied child the carriers may not provide the child discount.

§ 13 BAGGAGE

1. General provisions

Baggage is carried as checked and unchecked. The passenger is entitled to carriage of his baggage according to the carrier's carriage conditions. The carrier is entitled to check the weight and size of baggage.

2. Checked baggage

Checked baggage is placed in the baggage compartment of the aircraft during the flight and is registered in the passenger's ticket.

Tightly closed suitcases and other firm sealable baggage are accepted for carriage as checked baggage. With the consent of the carrier also other items may be accepted for carriage. For the baggage handed over

to the carrier (checked baggage) the passenger obtains the identification portion of a baggage tag as a confirmation of the takeover, the passenger must keep it for possible claims. Also small live animals may also be carried in suitable packaging according to the carrier's internal regulations. Before accepting each baggage for carriage, it must be provided with an identification tag with the name of the passenger and his/her contact address at the destination place (e.g. the address of the hotel) both outside and inside. The name stated on the identification tag must correspond to the name in the flight ticket and in the travel document. Baggage, including baggage with a zipper closure, shall be sealed in such a manner that they cannot be open during the carriage. The carrier shall not be liable for baggage left uncollected upon arrival. Checked baggage is carried in the cargo compartment of the aircraft and is usually carried in the same aircraft as the passenger. If such carriage is not possible, it will be done through the earliest next flight possible. Before departure or any time during the journey, the carrier may refuse to carry baggage and items which might endanger the safety of flight, persons or property and further of baggage and items that might be easily damaged during the carriage by air or whose packaging is unsuitable. The number, size and conditions of baggage being carried are set by the particular carrier. The carrier may require a fee for the carriage of a checked baggage.

Children up to 1 year of age, with the flight ticket, who are not entitled to their own seat reservation, are entitled to carriage of 1 piece of baggage whose sum of all three dimensions does not exceed 115 cm (in cases where piece concept is applied) or 10 kg of the weight of the checked baggage (in cases where weight concept is applied) and collapsible pram, unless the carrier states otherwise.

The carrier shall be liable for checked baggage in the event of damage, loss or destruction, up to EUR 1 220. It is not recommended to place tokens of value and valuables (money, checks, credit cards, business or other personal documents, electronic devices, art and fragile items etc.) to this baggage.

3. Unchecked (cabin) baggage

Unchecked baggage is the baggage which the passenger can take to the aircraft cabin and takes care of it during the entire journey. Also a carrycot (children car seat) and food for the child during the flight can be carried in the cabin. The passenger shall comply with the regulations on the possible content of cabin baggage see [Section 9 OBLIGATIONS OF PASSENGERS DURING THE CARRIAGE BY AIR, subsection 3 Safety](#).

The number, size and conditions of cabin baggage being carried are set by the particular carrier.

4. Special types of baggage

The following items can be carried only with previous consent of the carrier and under the conditions set by the carrier:

- a) Live animals including birds and reptiles (the carriage is carried out under the responsibility of the passenger which carries them and only to those destinations where the valid regulations permit it). The carriage can be carried out in the passenger cabin or in the cargo space, according to the size and weight of the animal being carried and the carrier's conditions. In addition, guide dog accompanying sight, hearing impaired passengers and dog used to save lives, can be carried free of charge in the aircraft cabin. These dogs must wear a leash, a muzzle, their training certificated and required documents shall be available,
- b) Weapons and ammunition: weapon of all types can be accepted for carriage only to those destinations where valid regulations permit it. They must be unloaded and placed in the cargo area only. Ammunition which is of an explosive nature belong to the so called dangerous cargo and can be carried only as air cargo under the conditions set in the IATA manual for the carriage of dangerous cargo
- c) music instruments,
- d) Sport equipment,
- e) Children car seat – see [Section 13 BAGGAGE, subsection 3. Unchecked \(cabin\) baggage](#),
- f) prams – see [Section 13 BAGGAGE, subsection 2. Checked baggage](#),
- g) wheelchair – fully collapsible which is placed to the aircraft cargo space because of space reasons,
- h) carriage of diplomatic baggage is allowed to diplomatic couriers in the passenger cabin.

5. Carriage of excess baggage

Excess baggage is the baggage exceeding the allowed weight (in cases where weigh concept is applied) or exceeding the number of pieces (in cases where piece concept is applied), and/or permitted dimensions.

When applying both the piece and weight concept, the carrier charges a fee for exceeding the number of baggage carried free of charge, for exceeding the weight of baggage carried free of charge and for exceeding the dimensions of baggage carried free of charge. The carrier can add up all the fees. The amount of the fees is set by the internal regulations of the carrier.

6. Pooling of baggage

If two or more passengers travelling together to the same destination on the same flight present their baggage for check-in at the same time and the same place, they may be allowed a total baggage weight which is the sum total of the passenger's free baggage allowances, unless the regulation of the operating carrier does not state otherwise.

7. Inspection of baggage

The carrier may check passenger's baggage in the passenger's presence. If the passenger is not present and the carrier suspect that the baggage contains items excluded from carriage or the carriage of which requires special regulations, he shall be entitled to open the passenger's baggage in the presence of at least one witness.

8. Unaccompanied baggage

Carriage of unaccompanied baggage shall be governed by special regulations of the carrier.

9. Baggage with declared value

The passenger has the option to declare the value of checked baggage higher than the value of the air carrier's liability provided that there are tariff conditions for it made by the carrier. The value of the air carrier's liability for baggage is set in [Section 13 BAGGAGE, in subsection 2. Checked baggage](#). The declaration of higher value and possible payment is done by the passenger at airport check with the carrier.

10. Checked baggage delivery

- a) The passenger shall collect the baggage upon arrival,
- b) Baggage can be collected by the holder of the baggage ticker and of the identification tag issued to the baggage. The carrier is not obliged to check whether the holder of the baggage ticket and of the identification tag is entitled to take over the baggage and shall not be liable for loss, damage or other expenses that may incur to the passenger in this connection,
- c) When collecting the baggage it is necessary to immediately report any damage, failure of delivery or loss of baggage to the carrier who shall make a report of it. Otherwise, it is assumed that the baggage has been delivered in proper condition. When damage is reported later, the passenger must prove the causal connection between the reported damage and the particular carriage.

SECTION 14 TIMETABLE

1. Timetable

Flight times are not a part of the contract of carriage of persons. The carrier will make every effort to carry out the carriage of passengers and their baggage in accordance with the timetable valid on the date of flight. The timetables are subject to change without previous notice. The carrier shall not be liable to compensate indirect or consequential loss due to changed timetable. Claims for damages are regulated by carrier's conditions of carriage and special regulations (Directive of the European Parliament and Council EC 261/2004).

2. Irregularities in air transport

- a) Due to serious reasons beyond the carrier's control (so called "force majeure", e.g. weather conditions, technical reasons not caused by the carrier, war conflict, strike of the organisation providing services to the carrier etc.) the carrier can postpone, delay, cancel, terminate or re-route the flight, change the type of the aircraft or to substitute itself by other carrier without any liability, except for the obligation to arrange the carriage by other aircraft or other means of transport or refund the fare.
- b) If the flight has been postponed, cancelled or the type of the aircraft has been changed due to operational circumstances caused by the carrier and the carrier is not able to provide previously

confirmed seat and the passenger cannot disembark at a predetermined place or at the destination place or if circumstances cause the passenger to miss a reserved connecting flight, the carrier shall:

- Carry the passenger on a regular flight where a seat is available or
- Re-route the passenger to the final destination place or valid part of the regular flight indicated on the flight ticket or on the regular flight of another carrier or to provide road transport for the passenger. If the amount for fare, excess baggage and other services related to the revised routing are higher than the value of the paid price of the flight ticket or a part thereof, the carrier will not require additional fare or other charges and can refund the difference to the passenger if the fare and charges for the revised routing is lower or
- Refund the fare in accordance with the provision of [Section 11 REFUSAL PERSONS FROM CARRIAGE, subsection 2. Passenger's right to compensation](#) and will no longer have any obligations to the passenger or
- In the event a passenger with confirmed reservation was not accepted due to insufficient capacity in the aircraft, the passenger shall be provided with a corresponding compensation set by the carrier's regulation.

This does not apply to cases where the carriers did not realize the journey due to cessation of operation (bankruptcy or commencement of the insolvency proceedings).

Claims for damages for the passengers are regulated by carrier's conditions of carriage and special regulations (Directive of the European Parliament and Council EC 261/2004).

- c) The carrier shall not be liable for errors and omissions in timetables or other information provided by the employees or agents of the carrier as to the dates and times of departure and arrival and aircraft operation, with the exception of cases where the carrier is aware of the fact that damage will likely occur because of his behaviour or omission.

SECTION 15 REIMBURSEMENT OF FARE

1. General provisions

Reimbursement of fare shall be governed by the tariff conditions. Reimbursement is carried out only by the IATA agent who has issued the particular flight ticket. The passengers shall, in their own interest, inform themselves about the tariff condition prior purchasing the flight ticket.

The method of payment will be kept when reimbursing the fare. Reimbursement of fare for the flight tickets paid in cash is to be made by bank transfer. IATA agent may require that a person claiming reimbursement of fare submits a written request.

In the event the carrier is not able to meet the conditions of carriage according to the contract of carriage or the passenger requests a change of one of the conditions of carriage, IATA agent shall be entitled, on the basis of an agreement with the carrier, to provide a refund for an unused flight ticket or a part thereof to the passenger. The reimbursed fare will be paid to the eligible person under the condition if he/she submits to the carrier the flight ticket with unused flight coupons, passenger coupon and the boarding card, if needed.

IATA agent will reimburse either the person indicated on the flight ticket or the person who has paid the flight ticket and submits an evidence for it.

Reimbursement provided to a person who has submitted a proof of payment and unused flight coupons within the meaning of the above-mentioned provisions, is considered to be proper reimbursement and relieves the IATA from any liability or any further claims for reimbursement.

2. Reimbursement of fare from reasons not attributable to passenger

Reimbursement of fare from reasons not attributable to passenger shall mean reimbursement of fare to the passenger who could not begin his/her journey for which he had bought a flight ticket for reasons caused by the carrier.

Reimbursement will be done:

- a) If the journey has not been realized at all, the fare will be reimbursed fully. This does not apply to cases where the carriers did not realize the journey due to cessation of operation (bankruptcy or commencement of the insolvency proceedings).
- b) If a part of the journey has been realized, a proportional part of the fare from the place where the flight was interrupted to the destination airport indicated on the flight ticket, will be reimbursed.

(Maximum one –way fare in the cancelled part of the journey can be reimbursed, does not apply to cases of bankruptcy or commencement of the insolvency proceedings. According to this condition, only the price of the fare can be reimbursed. Reimbursing the prices of other services purchased at the same time with the flight ticket shall be governed by the conditions of the providers of these services. The transaction fee for the issuance of the flight ticket is non-refundable in this case. Reimbursement of fare from reasons not attributable to passenger shall be governed by the internal conditions of the carrier.

3. Reimbursement of fare at the request of the passenger

If the passenger request reimbursement of fare after purchasing the flight ticket for reasons other than those referred to in subsection 2 of this section, the carrier will reimburse the fare in accordance with tariff conditions valid for the particular fare at the time of purchasing the flight ticket. The carrier and/or IATA agent may charge a fee for reimbursement according to the valid price list. It's therefore in the interest of the passenger to get information about the conditions of the particular tariff before purchasing the flight ticket.

4. Reimbursement of fare in the event of loss or theft of flight ticket

If a carriage document is lost, IATA agent may, on the basis of a written request, within 2 months from submitting the request:

- reimburse the fare for the lost document or the duplicate document or fare for duplicate flight ticket provided all the tariff conditions have been met, - issue a duplicate document.

The reimbursed fare will be decreased by the particular fees.

If the flight ticket is lost, stolen or forged, the IATA agent may, based on the proof of loss, make the reimbursement decreased by particular fees under the following conditions:

- a) In the event that the lost flight ticket or a part thereof has not been used, previously reimbursed or issued as duplicate,
- b) The person, to whom the reimbursement is provided, signs a declaration to the IATA agent to pay him the reimbursed amount if the flight ticket or a part of thereof is used by another person or another person is reimbursed,

5. Deadline for submission of request

The request for reimbursement of fare for lost, unused or partially used document is to be submitted within the validity of the document. The validity of travel document is described in [Section 3 FLIGHT TICKET 4. Flight ticket validity](#).

6. The right to refuse reimbursement

IATA agent can refuse to reimburse:

- a) After the document expires and the time limit for submitting the request has expired,
- b) If the return flight ticket was the condition of entry into the country,
- c) If the document is listed in the database of suspect documents.

§ 16 ETRAVEL ESSENTIALS

1. Travel documents

- a) The passenger shall obtain all documents and meet all conditions for entry and exit from the country requested by authorities of the country of departure, transit, transfer or arrival,
- b) IATA agent shall not be liable for damages incurred to the passenger due to non compliance with the stated obligations,
- c) IATA agent shall be entitled to check all travel documents and essentials.

2. Denying entry into the country and expulsion

The passenger shall pay applicable fare if the authorities require the carrier to return the passenger to the place of his original departure or elsewhere. To settle such fare, the carrier may use carriage documents

which have not been used so far. The fare collected for the carriage from the point of denied entry or expulsion of the passenger will not be reimbursed by the carrier.

3. Reimbursement of carrier's costs

The passenger shall, on demand, pay to the carrier all costs incurred by his/her non-compliance with the required administrative travel essential required in the country of departure, transit, transfer or arrival.

4. Custom inspection

The passenger shall attend the inspection of his/her checked or unchecked baggage carried out by customer or other authorities. The carrier shall not be liable for any damage or loss incurred to the passenger due to non-compliance with this condition.

SECTION 17 CARRIAGE PERFORMED BY SEVERAL SUCCESSIONAL CARRIERS

Air transport which is to be performed by several successive carriers within one flight ticket is considered to be a single operation. In the case of buying separate tickets (e.g. in order to reduce the travel costs) the carrier shall not be liable for any costs incurred by changing or purchasing a ticket for successive flight in the event of delay, change or cancellation of the previous flight.

If the carriage is performed successively by several carriers, each carrier accepting passenger or baggage shall be considered a contractual party according to valid international conventions.

During this carriage, the passenger or their representatives can make claims only towards the carrier that has carried out the carriage during which the event giving entitlement to compensation occurred, except where the carrier takes the liability for the entire journey in an express agreement.

In the case of the carriage of baggage, the passenger can make claim against the first carrier, in addition the passenger entitled to collect the baggage can make claim against the last carrier as well as make claim against the carrier that performed the carriage during which the destruction, loss or damage of baggage occurred. These carriers are jointly and severally liable to the passenger.

SECTION 18 CARRIER'S LIABILITY

1. General liability

Carrier's general liability shall be governed by:

- a) In domestic air transport by Civil Code No. 89/2012 Coll., as amended and Air Transport Regulations,
- b) In international airport, by the Convention for the Unification of Certain Rules to International Carriage by Air dated on May 28, 1999 (so called Montreal Convention) and Regulation of the European Parliament and of the Council (EC) No 2027/97, as amended by Regulation No. 889/2002 dated on May 13, 2002, which is based on the Montreal Convention and is applicable to both international and domestic air transport.

The limitation of carrier's liability relates to all employees, agents and carrier's representatives. Common rules on compensation and assistance to passengers in the event of denied boarding, flight cancellations or long delays of flights are established by Regulation of the European Parliament and of the Council (EC) 261/2004.

2. Carrier's limitation of liability

Liability of the carrier within the meaning of the Warsaw Convention supplemented and amended by the Haag Protocol for damage caused by death or injury of the passenger is limited to an amount of USD 20,000, respectively to an amount of USD 58, 000 (USD 75, 000 including all legal costs) within the meaning of the Montreal Convention in flights to /from/across USA and Canada.

3. Obligation to compensate damages

- a) The carriers shall compensate only the damage caused within his own flight. The carrier who issued a flight ticket or checked baggage for a flight of another carrier acts only as an agent. Yet, the passengers shall be entitled to pursue their claim in checked baggage against the first or the last carrier,

- b) The carrier shall not be liable to compensate damage on unchecked baggage and other things which are personal care of the passenger unless the damage has been caused by the carrier or the passenger could not take care of his baggage. However, if the damage has been caused jointly by the passenger, the passenger and the carrier are responsible pro rata for the caused damage,
- c) The carriers shall pay compensation to the amount of actual damage, but only up to the limit of his liability. The carrier shall not be liable to compensate indirect or consequential damages or lost profits,
- d) The carrier shall be liable for loss or delay which incurred during the air transport due to his failure,
- e) The carrier shall not be liable to compensate any damage, loss caused by natural causes, death of animals or behaviour of animals such as biting, kicking, stabbing or suffocation or a faulty box for the animal or by the inability of the animal to cope psychologically with the different conditions of carriage by air,
- f) The carrier shall not be liable to pay compensation for fragile object or perishable, nor for the loss of money, jewellery, precious metals, medication, keys, camcorders, cameras and other electronic devices, securities and other valuables, business documents, passports or other identification documents which are stored in checked baggage of the passenger, whether the carrier is aware of it or not. The carrier shall not be liable to pay compensation for damages on passenger's baggage which has been caused by the content of the baggage,
- g) In the event of carriage of a passenger, whose age or mental or physical conditions is such that it may cause him danger or risk, the carrier shall not be liable for any illnesses, injury or incompetency, disability or death which can be attributed to such condition or to such a state of deterioration.
- h) The limitation of carrier's liability applies to all employees, agents and representatives of the carrier.

THE METHOD AND DEADLINE FOR COMPLAINTS

The passenger shall immediately report any damage to health, unchecked baggage and other personal property to the carrier who draws up a report about it. If the damage is reported later, the passenger must prove causal connection between the damage reported and the corresponding carriage. If a serious injury occurs, the carrier shall draw up the report himself.

The passenger shall complain any damage on checked baggage with the carrier immediately, but not later than within 7 days. Compensation for delayed baggage may be claimed in writing within 21 days from the date when the baggage was delivered.

Claims for damages expire 2 years after the date of arrival to the destination or after the date when the aircraft was to arrive.

SECTION 20 VALIDITY AND EFFECTIVENESS

These Conditions shall become valid and effective as of 1. 3. 2014, they are issued in electronic form and at the request of the passenger they can be printed in all STUDENT AGENCY offices. The wording of these conditions of carriage is drawn up in the Czech language. In the event of dispute or ambiguities in the interpretation of the wording, the wording in the Czech language shall prevail.