

## Conditions of Carriage for Passengers and Baggage

### 1. Definitions

**AGENT** - a person or an organisation authorised to sell airline tickets to other persons or organisations.

**DELAYED BAGGAGE** - baggage which is found within 21 day after the flight.

**STOPOVER** - a stop during a flight at a point between the place of departure and the flight destination.

**AIRLINE TICKET** - a passenger ticket and a baggage check which are valid for travelling and have been issued by an agent or any other person authorised to do so (a tourism operator).

**CARRIAGE (flight)** - carriage by air of passengers and/or baggage the departure point and the destination of which may be located in the territory of one state or in the territories of different states, or the departure point and the destination are located in the territory of one state but the flight had a stopover in the territory of another state.

**FLIGHT SCHEDULE CHANGES** - the deviation of the flight time from the planned timetable.

**BAGGAGE** - checked and/or unchecked baggage.

**DAMAGE TO BAGGAGE** - any changes in the state of baggage due to physical or chemical effect.

**BAGGAGE CHECK** - a part of the ticket issued to a passenger at the moment of baggage check-in which provides baggage identification and the right to raise a claim in relation to the carriage of baggage.

**SEARCH FOR BAGGAGE** - procedure of searching for baggage performed by the carrier in the event of non-delivery of baggage.

**CHILD** - a passenger under 18 years of age.

**UNACCOMPANIED CHILD** - a child aged from 5 to 12 years who is travelling without being accompanied by an adult passenger.

**DAY** - any calendar day of the week including Saturday, Sunday and holidays.

**PLACE OF DESTINATION** - an airport in which the carriage of a passenger and/or baggage ends in accordance with the airline ticket.

**IATA** - the International Air Transport Association.

**ICAO** - the International Civil Aviation Organization.

**BOARDING PASS** - a part of a passenger's airline ticket issued to the passenger at the moment of check-in for the flight.

**MONTREAL CONVENTION** - the Montreal Convention of 28 May 1999 for the

unification of certain rules relating to international carriage by air.

**UNCHECKED BAGGAGE** (also **HAND BAGGAGE**) - baggage carried by a passenger in the aircraft cabin; the responsibility for such baggage lies with the passenger.

**LOST BAGGAGE** - baggage that was lost during the carriage and cannot be found by the carrier longer than 21 days.

**EXCESS BAGGAGE CHARGE** - a sum of money paid for the carriage of excessive baggage.

**SCHEDULED ARRIVAL TIME** - time when an aircraft arrives at a destination airport in accordance with the schedule.

**SCHEDULED DEPARTURE TIME** - time when an aircraft departs from an airport in accordance with the schedule.

**CARRIAGE** - carriage of passengers and/or baggage.

**CARRIER** - an airline that carries passengers and baggage.

**PASSENGER** - any individual carried during the flight, except members of the aircraft operating crew.

**ADULT PASSENGER** - a passenger who has reached the age of at least 18 years.

**CLAIM** - a passenger's written application or claim for damage compensation when the carrier has breached the terms and conditions of the contract of carriage, which resulted in the damage incurred by a passenger.

**REGULATION No 1107/2006** - European Parliament and Council Regulation No 1107/2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air.

**REGULATION No 2027/97** - Council Regulation No 2027/97 on air carrier liability in the event of accidents.

**REGULATION No 261/2004** - European Parliament and Council Regulation No 261/2004 providing common rules on compensation and assistance to passengers in cases of denied boarding, cancellation or long delay of flights; it cancels the Regulation (EEC) No 295/91.

**REGULATION No 889/2002** - European Parliament and Council Regulation No 889/2002 which amends Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents.

**CHECKED BAGGAGE** - baggage that has been checked and sent to the hold of the aircraft, for which the carrier has issued a baggage check.

**DEPARTURE POINT** - an airport in which the carriage of a passenger and/or baggage begins in accordance with the airline ticket.

**SDR** (Special Drawing Rights) - a unit the value of which is defined by the International Monetary Fund.

**TRANSFER AIRPORT** - an airport where passengers have to change from one flight to another operated by the same or another carrier.

**TRANSPORT** - carriage of passengers and baggage by any mode of transport except carriage by air.

**TRANSIT AIRPORT** - an airport where an aircraft has made a stopover, which was not specified in the airline ticket.

**TOURISM OPERATOR** - a person or an organisation which organises comprehensive tourism service including booking of flights.

**EXCESS BAGGAGE** - baggage which exceeds the weight and number of baggage pieces included in the price of an airline ticket but can be accepted for carriage by the carrier if the passenger pays an excess baggage charge in accordance with the prices published by the carrier.

**DAMAGE** - damage that has been caused as a result of passenger's bodily injury, death, delay in baggage delivery, delay in the carriage of a passenger, damage to or loss of baggage.

**BABY** - a passenger under 2 years of age.

## **2. Rights and Conditions Applicable to Carriage**

- 2.1. These Conditions of Carriage for Passengers and Baggage (**CONDITIONS**) are applicable to all flights as well as to all flight-related services provided by 'SmartLynx Airlines' company registered in the Republic of Latvia.
- 2.2. 'SmartLynx Airlines' company organizes carriage only in accordance with these Conditions, and the modification thereof is possible only with the carrier's clear and unequivocal consent which is either drawn up in the form of a written agreement or specified on an airline ticket.
- 2.3. All issues that are not provided for in these Conditions shall be resolved in compliance with the applicable legal acts of the Republic of Latvia including international conventions binding on the Republic of Latvia.
- 2.4. These Conditions are applicable also in cases when carriage is provided free of charge or for a reduced airline ticket price, provided the parties have not agreed otherwise which shall be confirmed by a relevant written agreement or a record on the airline ticket.
- 2.5. In the event that some of the paragraphs of these Conditions contradict the applicable legal norms, from which the parties are unable to depart even by mutual consent, the relevant legal norms must be applied. The invalidity of individual paragraphs of the Conditions shall not result in the invalidity of other Conditions.

## **3. Carrier**

- 3.1. The name of the carrier in an airline ticket may be abbreviated and specified as an airline designator code or some other abbreviation. 'SmartLynx Airlines'

company's designator code is ART or 6Y.

- 3.2. If the carrier who has issued a ticket is not the same carrier who is actually providing the carriage, a passenger has the right to raise a claim against any of the carriers. In the event that a passenger states a claim against 'SmartLynx Airlines' company, he/she has to follow the procedure set out in these Conditions.

#### **4. Handling and Protection of Personal Information**

- 4.1. A passenger submits data (any information in relation to any individual who is identified or is to be identified) for the following purposes: purchase of an airline ticket, provision of separate flight-related services, provision of assistance to disabled persons and persons with reduced mobility, for the completion of customs formalities and other travel-related needs.
- 4.2. A passenger agrees that his/her data will be processed and stored, passed to public authorities and other carriers, if the carriage is provided by another carrier, and to providers of flight-related services in accordance with the procedures prescribed by law.
- 4.3. A passengers' personal data will not be used for marketing purposes without the prior permission of a passenger.

#### **5. Airline Ticket**

- 5.1. Valid and fully paid airline ticket is the confirmation of the carrier's liability to provide carriage of a passenger and baggage.
- 5.2. A passenger presents the airline ticket upon the request of the carrier, other authorised person or a representative of a public authority. A passenger has to keep the airline ticket during the entire flight, unless the carrier has replaced it with another equivalent document.
- 5.3. An airline ticket can be used only by the person named on the airline ticket, and it cannot be passed over for use by another person.
- 5.4. An airline ticket is valid only for the flight specified on the airline ticket. If the date of the flight on an airline ticket has been left open, the passenger is allowed to check-in only after all passengers with the dates of the flight shown on the airline tickets have been checked in. If the carrier fails to provide a flight to a passenger, the validity period of the airline ticket is correspondingly extended until the time when the flight can be provided the carrier.
- 5.5. In the event that a ticket is stolen or lost a passenger may be issued an airline ticket duplicate provided that the carrier or the tourism operator has received an application for the issue of the ticket duplicate.
- 5.6. An airline ticket can be used to receive the range of services specified on the airline ticket.
- 5.7. An airline ticket includes carriage from the departure point at an airport to the airport of destination. An airline ticket does not include ground transport between

the airports or carriage within one airport, unless it is specified otherwise on the airline ticket.

- 5.8. When buying an airline ticket, a passenger has to pay taxes and duties imposed by public authorities, the airport or other service providers, provided the parties have not agreed otherwise, which must be confirmed by a relevant written agreement or a record on the airline ticket. If taxes and duties have been reduced between the moment of airline ticket purchase and the flight, the agent refunds a passenger the relevant difference. If taxes and duties have been raised between the moment of airline ticket purchase and the flight, a passenger has to pay the relevant difference.
- 7.1.
- 7.2.
- 7.3.

## **6. Check-in for a Flight at an Airport**

- 6.1. A passenger is obliged to arrive at the airport on time in order to check-in for the flight (including the baggage) and receive a boarding pass and a baggage check. Passengers' check-in for a flight begins two hours prior to the departure and has to be completed at least 40 minutes before the scheduled departure time.
- 6.2. Carriage of a passenger may take place only if the passenger has presented valid travel documents together with a valid personal identification document (identity card, passport or other substituting document if the original personal identification document was lost). This condition also applies to children and babies.
- 7.4.
- 6.3. A passenger is obliged to follow the information displayed on the information screens and the messages announced on a microphone in relation to the time when passengers have to arrive at the boarding area and in which area the boarding for a particular flight will take place. The information specified on a boarding pass and on information screens may be changed.
- 7.5.
- 6.4. A passenger is obliged to arrive at the boarding area on time, but not later than the time specified on the boarding pass, information screens or in accordance with the messages announced on the microphone.
- 7.6.
- 6.5. The carrier is not liable for damage caused to a passenger as a result of his/her failure to comply with any of the obligations set out in paragraphs 6.1. -6.4. of these Conditions.
- 6.6. A passenger is obliged to compensate for any costs incurred by the carrier as a result of passenger's failure to comply with any of the obligations set out in paragraphs 6.1.-6.4. of these Conditions.
- 6.7. A passenger's seat in an aircraft is shown on the boarding pass.

## **7. Passenger's Obligations**

Before boarding an aircraft, a passenger is obliged to present his/her identification document, valid travel documents and answer the questions asked by the carrier's employee or a representative of a public authority.

When buying an airline ticket, a passenger informs the agent or the tourism operator

about health problems which may complicate the flight or have other negative influence on the flight.

A passenger has to be careful about air traffic and the carrier's instructions, particularly:

- a) when checking-in for a flight, gathering and moving around passengers' premises;
- b) when boarding and leaving the aircraft;
- c) when placing personal belongings and unchecked baggage (hand baggage) in the baggage space of the aircraft cabin.

A passenger is obliged to receive all travel documents and comply with all requirements of the state where the place of destination, the place of transit or the place of stopover is located. A passenger is obliged to cover all costs incurred by the carrier due to the fact that the carrier is obliged to carry the passenger back to the state of departure because the passenger was refused entry to the state of transit or the state of destination.

A passenger must refrain from actions which threaten the safety and affect the course of the flight, disturb other passengers or cause other passengers' complaints, prevent the carrier's employees from executing their duties, cause damage to the carrier's or other passengers' property.

A passenger has the following obligations:

- a) to comply with all instructions and requirements of the carrier, its employees and members of the aircraft operating crew;
- b) to cover possible charges for additional services when checking-in for a flight;
- c) during a flight, to fasten a safety belt when the aircraft takes off, lands or in accordance with the instructions given by the members of the aircraft operating crew;
- d) to change seats upon the request of the members of the aircraft operating crew if it is necessary for the purposes of the aircraft maintenance or on safety grounds;
- e) to refrain from diving 12 hours before a flight, in the event of deeper diving or in the event of flight stopover - 24 hours before the departure;
- f) to comply with the prohibition on the use of alcohol and smoking cigarettes being taken on board the aircraft cabin; in the event of ban violation a passenger is obliged to pay the carrier a penalty charge in the amount of EUR 355. The aircraft operating crew has the right to classify alcohol taken on board;
- g) to turn off all electronic devices which may have negative influence on the operation of aircraft equipment; if this condition is violated, a passenger is obliged to pay the carrier a penalty charge in the amount of EUR 355.
- h) to cover any damage caused by a passenger to the carrier due to his/her disruptive behaviour (for example, damage caused as a result of damaging aircraft equipment, carrying forbidden animals or items, costs related to an aircraft emergency landing and other costs which have been caused by disruptive passenger behaviour).
- i) to be checked by representatives of airport security service, customs or public authorities;
- j) to allow security checks of a passenger's checked or unchecked (hand) baggage;
- k) is forbidden to board an aircraft under the effect of alcohol or drugs.

## **8. Carrier's Obligations in the Course of a Flight**

- 8.1. The carrier provides a passenger with information and instructions in relation to the seat and using:
  - a) safety belts;
  - b) emergency exits and equipment provided for common use of passengers;
  - c) life jackets and oxygen masks provided for passengers;
  - d) other equipment provided for individual use;
- 8.2. The carrier informs passengers about the ban on smoking and using electronic devices in the aircraft.
- 8.3. In case of necessity the carrier informs passengers about emergency measures to be taken in the relevant situation.
- 8.4. The carrier provides a passenger the opportunity to use a safety belt during aircraft take-off, landing, storm and every time it is required by the aircraft captain.

## **9. The Carrier has the Right to Refuse to Carry a Passenger and Baggage if:**

- 9.1. a passenger violates laws and regulations or these Conditions;
- 9.2. a passenger endangers or disturbs other passengers;
- 9.3. a passenger's behaviour endangers flight safety, public order, other passengers' and third parties' property;
- 9.4. a passenger refuses to comply with the instructions of the carrier, its employees or the aircraft operating crew;
- 9.5. a passenger refuses to undergo security checks;
- 9.6. a passenger has not paid duties, taxes or other charges related to the flight;
- 9.7. a passenger does not have or refuses to present valid travel documents;
- 9.8. a passenger's airline ticket:
  - a) is damaged;
  - b) is lost;
  - c) if the data specified on the airline ticket have changed and do not correspond to other travel documents;
  - d) if there is any suspicion that an airline ticket has been obtained illegally or an airline ticket has been issued in the name of a person who, in accordance with the information contained in the carrier's database, is not allowed to take part in the flight.
- 9.9. a passenger has missed the check-in deadline for the flight or has not arrived at the boarding gate on time;
- 9.10. a passenger has not provided the carrier with the information mentioned in these Conditions;
- 9.11. a passenger is under the influence of alcohol;

- 9.12. a passenger is under the influence of drugs;
- 9.13. a passenger's clothes and appearance make it impossible to carry the passenger;
- 9.14. a passenger's baggage contradicts the carrier's Conditions;
- 9.15. if the refusal is substantiated by other legal norms currently in force.

#### **10. Carriage of Passengers, which is Subject to Conditions**

- 10.1. If, due to a passenger's age or physical or mental state, there is any reason to believe that the passenger's health may be endangered or some other injury may appear, the carriage can be provided with a condition that the carrier is not liable for any possible health deterioration, death or other damage caused as a result of the carriage.
- 10.2. The carrier has the right to refuse to carry an unaccompanied passenger with a serious mental illness on safety grounds.
- 10.3. In a number of cases, prior to the flight, a passenger has to present a doctor's certificate which was issued not earlier than 7 days before the flight and confirms that the person is fit to fly. Such cases are as follows:
  - a) 21 days ago a person had a heart attack;
  - b) 10 days ago a person had an attack;
  - c) 7 days ago a person delivered a baby;
  - d) a baby is less than 3 days old;
  - e) a passenger suffers from decompression illness;
  - f) 14 days ago a person had a pneumonia;
  - g) a person cannot assume a sedentary position;
  - h) 14 days ago a person had a head trauma;
  - i) bones fracture;
  - j) a person has been pregnant longer than 28 weeks;
  - k) serious venous thrombosis;
  - l) serious mental illness (a passenger has to be carried by an accompanying person whose seat in the aircraft is near to his/her own);
  - m) a passenger has a contagious disease which may endanger other passengers and/or members of the aircraft operating crew;
  - n) a passenger has a disease which can become aggravated during the flight;
  - o) other circumstances that may endanger either the safety of the flight or the safety of passengers;
- 10.4. Passengers suffering from asthma are not required to have a doctor's certificate, however 120 hours prior to the departure they have to inform the carrier, the agent or the tourism operator about whether they need an oxygen cylinder. The provision of an oxygen cylinder requires an additional charge the amount of

which is published by the carrier. A passenger's own oxygen cylinder, which is meant for flights, is allowed to be carried in the aircraft cabin with the permission of the carrier. During the flight, a passenger is allowed to use an oxygen cylinder only under the supervision of the aircraft operating crew.

- 10.5. A passenger who suffers from diabetes is allowed to carry in the hand baggage the medicines that he/she may need during the flight.
- 10.6. Obese passengers have to book two seats and inform the aircraft operating crew about the necessity of an additional safety belt.

#### **Carriage of Disabled Persons and Persons with Reduced Mobility**

- 10.7. Flights to disabled persons and persons with reduced mobility are provided by the carrier in accordance with Regulation No 1107/2006.
- 10.8. Disabled passengers and persons with reduced mobility are passengers whose mobility is restricted due to some physical disability, mental disability or disorder, or any other disability or age, and whose condition requires special attention of the carrier. Assistance provided by the carrier depends on the safety regulations, aircraft equipment and airport situation.
- 10.9. Disabled passengers and persons with reduced mobility in need of assistance have to inform the carrier or the tourism operator about this fact at least 48 hours before the departure.
- 10.10. On the basis of the application completed by a passenger, the carrier provides the following assistance to disabled persons and persons with reduced mobility:
  - a) WCHR - a passenger who is able to ascend and descent steps and move about in an aircraft cabin, but requires a wheelchair or another vehicle to get transported from the aircraft to the airport terminal as well as between arrival and departure points on the city side of the airport terminal.
  - b) WCHS - a passenger who is unable to ascend and descent steps but is able to move about in an aircraft cabin, and requires a wheelchair to get transported from the aircraft to the airport terminal, inside the airport terminal as well as between arrival and departure points on the city side of the airport terminal.
  - c) WCHC - this category comprises a wide category of passengers: It includes persons who can move about only with the help of a wheelchair or any other means and who require assistance at all times from arrival at the airport to seating in the aircraft, or, if necessary, in a special seat fitted to specific needs. This category also includes disabled passengers whose lower limbs are affected and who require assistance to board and leave an aircraft and to move about in an aircraft, but who are generally independent and are able to move about an airport in their own wheelchair. A record about the degree of independence made prior to the departure allows to avoid unnecessary assistance;
  - d) BLND - a passenger is blind or visually impaired;
  - e) DEAF - a passenger is deaf or hearing impaired and has speech disorders;
  - f) DEAF/BLND - a passenger is blind and deaf, and can only move about with

the help of an accompanying person;

- g) DPNA - a passenger with intellectual or developmental disability needing assistance. It includes the passengers who suffer, for example, from Alzheimer's disease or Down's syndrome.
  - h) STCR - a passenger who can only be transported on a stretcher in lying position; such passenger is transported to or from an aircraft in an ambulance.
- 10.11. Blind passengers whose transportation depends on dogs must have certificates confirming that such dog is specially trained and has valid travel documents, a leash and a muzzle. Such dog is carried in an aircraft cabin without any additional charge.

### **Carriage of Pregnant Women**

- 10.12. A pregnant woman can be carried after presenting a pregnancy certificate. No carriage restrictions apply to a pregnant woman before 28th week of gestation. A pregnant woman between 28th and 32nd week of gestation must have a doctor's confirmation that she is fit to fly.
- 10.13. The carrier has the right to refuse to carry:
- a) a pregnant woman after 32nd week of gestation;
  - b) a pregnant woman before 32nd week of gestation if the pregnancy is complicated;
  - c) a woman who delivered a baby less than 7 days before the flight.

### **Carriage of Children**

- 10.14. Children from 2 years of age need a separate seat in an aircraft.
- 10.15. The maximum number of babies an adult passenger is allowed to fly with is 2.
- 10.16. During a flight, an adult passenger can either hold a baby in his/her lap without booking an additional seat or carry it in a separate baby seat if an additional seat was booked.
- 10.17. If two babies travel together with an adult, an additional seat equipped with the relevant baby seat has to be booked for one of the babies.
- 10.18. The carrier does not provide baby seats. A passenger may use his/her own baby seat to carry a baby, provided that it is meant for carriage of babies in accordance with the manufacturer's instructions.
- 10.19. Children who travel without being accompanied by an adult:
- a) Children under 5 years of age are not allowed to travel without being accompanied by an adult passenger;
  - b) Children from 5 to 12 years of age are allowed to travel without being accompanied by an adult passenger only provided that, prior to the flight, they are accompanied to the departure point by an adult, and the carrier receives a written confirmation which is made on a standard form and says that another adult will await the arrival of the child at the destination airport. During the journey, such children receive the carrier's assistance (UM) at the place of departure and at the place of destination.

- c) Children from 12 to 18 years of age are allowed to travel without being accompanied by an adult passenger. A child can receive the carrier's assistance (MAAS) upon the parents' written request.
- 10.20. Written request forms (UM/MAAS) for the accompaniment of children are available on the carrier's website, with the agent or with the tourism operator. Accompaniment of children (UM/MAAS) requires an additional charge the amount of which is published by the carrier.
- 10.21. If a child travels without parents or a tutor, the child has to be provided with all necessary travel documents in accordance with the requirements of laws and regulations.

## **11. Baggage**

- 11.1. Baggage can be carried as checked and unchecked baggage (hand baggage).
- 11.2. Both checked baggage and hand baggage cannot contain:
  - a) items which, in the carrier's point of view, may endanger the safety of the flight, the safety of passengers and their property; baggage and items which may be damaged during the carriage; baggage which is not meant for carriage by air;
  - b) items which are prohibited for carriage by air in accordance with ICAO, IATA rules;
  - c) items which are prohibited for carriage by air in accordance with the applicable legal norms;
  - d) items which, in the carrier's point of view, cannot be carried due to their weight, size or other characteristics.
- 11.3. For safety purposes, in an aircraft cabin it is forbidden to carry the following items: knives of any type; scissors of any size; firearms and toy firearms; mock firearms; catapults; cutlery; blades and razors; mechanical items; arrowshaped keys; bottle-screws; knitting needles; sport sticks and hitting tools; a billiards table and sticks; metal nail files and other items which the security service of an airport may find dangerous and which may be used to endanger the passengers and the aircraft crew. The above-mentioned items are confiscated at an airport with no compensation provided.
- 11.4. In unchecked baggage (hand baggage), which is carried in the aircraft cabin, a passenger is entitled to carry one piece of baggage and the items of personal use listed in these Conditions. The carrier is entitled to request to register unchecked (hand baggage) and personal items as one piece of baggage. The total weight of hand baggage and items of personal use cannot exceed 5 kilograms, the maximum size of hand baggage cannot exceed 55X45X25cm (including baggage handle and wheels), unless it is shown otherwise on the airline ticket.
- 11.5. In the aircraft cabin, a passenger is entitled to carry certain items of personal use:
  - a) a small handbag;
  - b) a coat, a scarf or a shawl;

- c) an umbrella or a cane;
  - d) a camera or binoculars;
  - e) a small laptop computer;
  - f) something to read during the flight;
  - g) food for a child that will be necessary during the flight;
  - h) medicines that will be necessary during the flight;
  - i) a pair of crutches or a fully folding wheelchair for disabled persons and persons with reduced mobility;
  - j) a baby seat if it fits in the baggage space of the aircraft cabin.
- 11.6. Hand baggage has to fit in the baggage space of the aircraft cabin or under the seat in front. The carrier is entitled to carry hand baggage in the hold of the aircraft.
- 11.7. The carrier is not liable for damage caused to unchecked baggage (hand baggage).
- 11.8. A baggage check is issued for each piece of baggage. It must be kept and presented upon the carrier's request. The carrier is not responsible for checked baggage if it is not collected immediately after the arrival either at the destination airport or at the transfer airport (if baggage does not have to be carried to the flight destination).
- 11.9. Checked baggage is carried in the hold of the aircraft the passenger is in. If baggage cannot be carried by the same aircraft, it will be delivered as soon as practicable on another aircraft.
- 11.10. **Advice to Airlines:** Every piece of checked baggage being accepted for carriage has to be identifiable from inside and outside and have a tag with a passenger's name and contact/residence address (for example, hotel address, permanent residence address, etc.). A passenger's name and surname shown on the baggage identification tag must correspond to the passengers' name and surname shown on the ticket and travel documents.
- [Baggage ID card](#) (PLEASE PLACE THIS ID CARD INSIDE YOUR BAGGAGE)
- 11.11. Baggage, including baggage with zip fasteners, has to be properly locked to prevent it from opening during carriage.
- 11.12. Every passenger who is entitled to a seat in the aircraft has the right to carry checked baggage the maximum size of which cannot exceed 32X84X56 cm, including the baggage handle and wheels, and the weight of which cannot exceed 20 kg, unless it is shown otherwise on the airline ticket.
- 11.13. If two or more passengers travel together as a group (family), which is confirmed by the airline ticket for one and the same flight, or if they checked in together, the weight restriction for the checked baggage is summed up, however the maximum weight of one piece of checked baggage cannot exceed 32 kg.
- 11.14. Prams, cots, baby seats, wheelchairs with dry or gel batteries for disabled passengers and persons with reduced mobility are carried without any additional charge including the cases when these items are submitted for carriage as checked

baggage.

- 11.15. In checked baggage, due to its transfer, it is not recommended to carry breakable or valuable items such as perfumery products, perfumes and toilet waters, dioptric glasses and sunglasses, contact lenses, bottles, glassware and porcelain items, water pipes and other breakable items, pharmaceutical products, money, credit cards and other valuables, valuable pieces of art, jewellery and items of precious metals, keys, securities, passports and identity documents, data carriers, headphones, CD players, cameras, MP3 players, mobile phones, laptop computers and other fragile or valuable items. The carrier is not liable for loss or damage of these items.
- 11.16. A passenger is not entitled to carry firearms, ammunition, knives, toys or other items, which are similar to or imitate firearms, or aggressive items as well as sharp and cutting tools of all types. The carrier is not liable for damage caused as a result of the detention and seizure of such items.
- 11.17. In accordance with the carrier's clear and unequivocal written consent and in compliance with the carrier's special conditions, in the checked baggage it is allowed to carry antique weapons, swords, knives and other items, firearms and ammunition or dangerous substances (for example, explosives, ammunition, flammable substances, corrosive agents, compressed gas, poisonous, toxic and infectious substances, oxidative, radioactive substances, magnetic materials and other dangerous goods and substances. Firearms must be unloaded, properly packed and have a protection device. Firearms and ammunition must be carried in compliance with ICAO and IATA rules in relation to the carriage of dangerous items. Carriage of the items listed in this paragraph requires an additional charge which is determined by the carrier.
- 11.18. Excessive baggage is:
  - a) the baggage which exceeds the weight restrictions set out in these Conditions;
  - b) the baggage which exceeds the size restrictions set out in these Conditions;
  - c) sports equipment such as bicycles, skis, snowboards, diving outfits, parachutes, golf bags, kite boards, surfboards, fishing rods and other items.
- 11.19. Carriage of excessive baggage requires additional charge the amount of which is published by the carrier, unless it is shown otherwise on the airline ticket (for example, carrying things for a skiing tour).

### **Carriage of Animals**

- 11.20. Living animals can be carried in accordance with the carrier's instructions and prior written permission provided that all risks related to the carriage of an animal are taken by the passenger. Animals are accepted for carriage only in special animal carriers provided they have valid health and vaccination certificates, an entry permit and other documents necessary for the carriage of an animal in transit or its entry to the state of destination. Carriage of reptiles and rodents is forbidden on safety grounds.
- 11.21. The carrier is not liable for an animal's death or illness during the carriage.
- 11.22. The weight of an animal carrier together with an animal cannot exceed 10 kg, and the maximum size of such animal carrier cannot exceed 55X45X25 cm. An

animal carrier must have impermeable bottom; it must be put under the seat of the passenger sitting in front. During the flight, it is not allowed to take an animal out of the animal carrier. In other cases an animal must be carried only in the hold of the aircraft as checked baggage, provided that the design of the aircraft allows it and the carrier's written permission was previously received.

- 11.23. Carriage of living animals requires an additional charge the amount of which is published by the carrier.

#### **Baggage check**

- 11.24. The carrier is entitled to check the size and weight of baggage at any time during the carriage.
- 11.25. The carrier may check the content of baggage when the passenger is present. When a passenger is absent, the carrier may open the baggage in the presence of at least one worker of the airport security service if it is suspected that the baggage contains items which are forbidden for carriage or must be carried in compliance with special conditions.
- 11.26. The carrier is not liable for damage caused as a result of baggage check except cases when the carrier has acted with gross negligence.

#### **Baggage Collection**

- 11.27. A passenger has to collect the baggage immediately after arriving at the destination airport. The carrier is not liable for damage sustained as a result of delayed collection of baggage.
- 11.28. Baggage can be collected by a passenger holding a baggage check and an identification tag, however during baggage collection the carrier accepts no responsibility for checking whether the baggage is taken by a passenger with the relevant baggage check and identification tag.
- 11.29. If a person, who is entitled to checked baggage delivery, receives the baggage without making any complaints, it will be *prima facie* evidence that the baggage was delivered in good condition and in accordance with the carrier's conditions.

### **12. Passenger's Rights in the Event of Flight Cancellation, Delay or Denied Boarding**

- 12.1. The carrier undertakes to make every effort to provide the carriage of passengers and baggage in accordance with the planned flight schedule. In order to prevent the cancellation or delay of a flight, the carrier is entitled to arrange the carriage which is actually carried out by another carrier.
- 12.2. If a flight is delayed or cancelled or if a passenger is denied boarding the aircraft, the carrier acts in accordance with Regulation No 261/2004. Regulation No 261/2004 does not apply when the travel complex is cancelled due to reasons which are not related to the cancellation of the flight.
- 12.3. None of the rights provided by these Conditions is more benevolent than the reimbursement and compensation determined in accordance with Regulation No 261/2004.

#### **Denied Boarding**

12.4. Taking into consideration the conditions of applying Regulation No 261/2004, a passenger has the following rights in the event of denied boarding:

- a) voluntarily abandon the flight and agree with the carrier on the settlement of mutual relations;
- b) if a passenger is denied boarding against his/her will, he/she is entitled to:
  - to receive compensation in the following amount:

EUR 250,-	for flights of up to 1500 km
EUR 400,-	for flights of more than 1500km inside the Community
EUR 400,-	for flights outside the Community between 1500 and 3500 km
EUR 600,-	for all other flights not falling under the above-mentioned ranges

- to receive compensation in the amount of 50% of the above- mentioned sums if a passenger is offered to change his/her route to the flight destination by taking another flight with the time of arrival which does not exceed the original scheduled arrival time:

by 2 h	in relation to all flights of 1500 km or less
by 3 h	in relation to all flights inside the Community of more than 1500 km
by 3 h	in relation to flights outside the Community between 1500 and 3500 km
by 4 h or more	in relation to all flights not falling under the above-mentioned ranges

- the right to receive compensation or change the route;

- the right to receive care:
  - catering and refreshments commensurate with the waiting time;
  - room in a hotel:
    - if it is necessary to stay in a place one or more nights, or
    - if it is necessary to stay in a place longer than a passenger has planned;
  - transport from the airport to the place of stay (a hotel or some other place);
  - a passenger is offered free of charge two telephone calls, two telex or fax messages or two e-mails.

#### **Cancelled Flight**

12.5. Taking into consideration the conditions of applying Regulation No 261/2004, a passenger has the following rights in the event of flight cancellation:

- a) to receive compensation or change the route;

- b) catering and refreshments commensurate with the waiting time, and two telephone calls, two telex or fax messages or two e-mails free of charge; and
- c) in the event of route change, if the planned departure time of the new flight is one day later than the departure time of the cancelled flight:
- room in a hotel:
    - if it is necessary to stay in a place one or more nights, or
    - if it is necessary to stay in a place longer than a passenger has planned;
  - transport from the airport to the place of stay (a hotel or some other place);
- d) Provided that passengers were not informed about the cancellation of the flight at least two weeks before the scheduled departure time or passengers were not informed about the cancellation in the period from two weeks to seven days before the scheduled departure time and they were not offered to change the route in accordance to which they could depart not more than two hours before the scheduled departure time and reach their destination less than four hours after the original scheduled arrival time, or passengers were not informed about the cancellation less than seven days before the scheduled departure time and they were not offered to change the route in accordance to which they could depart not more than one hour before the original scheduled departure time and reach their destination less than two hours after the scheduled arrival time, a passenger is entitled to
- receive compensation in the following amount:

EUR 250,-	for flights of up to 1500 km
EUR 400,-	for flights inside the Community of more than 1500km and for all other flights between 1500 and 3500 km
EUR 600,-	for all other flights not falling under the above-mentioned range

- to receive compensation in the amount of 50% of the above- mentioned sums if a passenger is offered to change his/her route to the flight destination by taking another flight with the time of arrival which does not exceed the original scheduled arrival time:

by 2 h	in relation to all flights of 1500 km or less
by 3 h	in relation to all flights inside the Community of more than 1500 km
by 3 h	in relation to flights outside the Community between 1500 and 3500 km
by 4 h or more	in relation to all flights not falling under the above- mentioned range

### Long Delay of a Flight

12.6. Taking into consideration the conditions of applying Regulation No 261/2004, a passenger has the following rights in the event of long delay of a flight:

<b>Flight Distance</b>	<b>Time of delay</b>	<b>Rights</b>
in relation to flights of 1500 km or less	2 h or more	- for catering and refreshments commensurate with the waiting time; - for free of charge two telephone calls, two telex or fax messages or two e-mails
in relation to flights inside the Community of more than 1500 km	3 h or more	
other flights outside the Community between 1500 and 3500 km	3 h or more	
for all flights not falling under the above-mentioned ranges	4 h or more	
All flights	More than 5 h	the above-mentioned rights as well as the right to receive within seven days a full refund of the ticket price in the amount originally paid for the ticket in relation to the part or parts of the journey which have not taken place and in relation to the part or parts which have already taken place if the flight becomes unnecessary taking into consideration the passenger's initial travel plan, and, in the relevant case, together with the return flight to the original place of departure as early as practicable
All flights	if it is provided that the departure time is at least on the next day after the original scheduled departure time	- room in a hotel: - if it is necessary to stay in a place one or more nights, or - if it is necessary to stay in a place longer than a passenger has planned; transport from the airport to the place of stay (a hotel or some other place).

### **Unforeseen and Emergency Situations**

- 12.7. The carrier does not have to pay compensation if it is able to prove that the cancellation of flight has been caused by an emergency which could not be avoided even if all possible measures were taken.
- 12.8. In the event that the carrier is unable to carry out the landing of an aircraft at the destination airport due to an emergency which the carrier cannot avoid by making every reasonable effort, the flight is deemed to be completed at the point of emergency landing. If practicable, the carrier provides the carriage of passengers to the destination airport.

### **13. Carrier's Liability for Damage**

- 13.1. The carrier has limited liability for direct damage only. The carrier is not liable for indirect damage or lost profit. The limitation of carriers' liability applies to all carrier's employees and persons hired by the carrier.
- 13.2. If a passenger wishes to get higher protection against possible damage than the protection provided in accordance with the limitation of carrier's liability, the passenger is obliged to insure the baggage and/or the carriage in a corresponding way.
- 13.3. The carrier is not liable for damage if:
  - a) the damage was not caused by the negligence of the carrier or its employees, some other wrongful act or kind of negligence; or
  - b) the damage was caused solely by the negligence of the third party, some other wrongful act or kind of negligence.
- 13.4. Pursuant to the Montreal Convention, the carrier's liability for damage in the event of passenger's death or health impairment is limited to 100,000 SDR (EUR 116,97) per each passenger.
- 13.5. If a passenger dies or sustains bodily injury during the flight, the carrier within 15 days after establishing the identity of a person entitled to a compensation pays an advance which is necessary to cover immediate economic costs. In the event of passenger's death the advance is not less than SDR 1600 (EUR 1871.08).
- 13.6. The carrier is liable for damage caused in the event of flight delay, except cases when the carrier, its employees and agents have made every reasonable effort to avoid or reduce damage. A passenger has to prove the existence and amount of damage. Pursuant to the Montreal Convention, the carrier's liability for damage caused as a result of:
  - a) baggage loss, damage or delayed delivery is limited to 1000 SDR (EUR 1169.60) per each passenger;
  - b) Delay of a passenger's flight is limited to 4150 SDR (EUR 4853.44).
- 13.7. The carrier is not liable for damage to hand baggage and items for personal needs carried in the aircraft cabin, unless the damage is caused by gross negligence of the carrier.
- 13.8. The carrier is not liable for the damage to checked baggage caused by its content,

for the damage which has been caused by the defects or poor packing (including bicycles and prams without packing) of the baggage, or for the damage of baggage discovered at the moment of baggage acceptance. The carrier is not liable for any damage or loss caused by natural disasters, animals left without sufficient care, defect of an animal carrier or unfitness to

fly.

- 13.9. Compensation for damage or non-delivery of baggage is calculated taking into consideration the value and age of the baggage and damaged or lost baggage items which have to be specified in a written claim submitted together with documents that prove the value and age. The value of baggage and baggage items is compensated taking into consideration the degree of depreciation, unless the passenger has presented a certified appraiser's report proving that the baggage and/or baggage items have another value.

Age of an item	Depreciation (decrease in value)
under 1 year;	5%
1 year	10%
2 years	20%
3 years	30%
4 years	40%
5 years and older	50%

- 13.10. The carrier is not liable for any damage or costs incurred by a passenger due to the fact that his/her travel documents do not comply with the defined requirements or as a result of the failure to comply with customs requirements and regulations.

#### **14. Procedure of Claim Submission and Processing**

- 14.1. Any claims against the carrier must be made in writing immediately after the relevant event. A claim must be submitted by filling in the form on webpage [www.smartlynx.aero](http://www.smartlynx.aero) or sent by registered mail; it is necessary either to keep the evidence of the fact that the claim has been sent or the carrier's confirmation that the claim has been received. If a claim has not been submitted immediately, but within the time limits specified in these Conditions, a passenger has to prove a relationship between the damage and the relevant carriage. A claim for damage compensation must have the following attachments:

- a) an airline ticket;
- b) a relevant baggage check;

- c) documents confirming the costs related to baggage repair or a confirmation that the baggage cannot be repaired;
  - d) documents confirming the value of baggage and/or baggage items;
  - e) documents confirming direct damage in the event of delayed flight;
  - f) passenger's personal bank details.
- 14.2. A passenger's notification of damage caused to the checked baggage must be submitted immediately after the damage has been discovered, but not later than within 7 days; in case of delayed baggage - within 21 days of the baggage being made available to a passenger.
- 14.3. A passenger's notification of the fact that the checked baggage has not been delivered must be submitted immediately after the arrival.
- 14.4. The notification mentioned in paragraphs 14.2. and 14.3. of these Conditions must be submitted in writing either personally or by fax , or by e-mail both to the airport's Lost and Found Office and to the carrier. The sooner the notification is submitted the greater are the carrier's opportunities to find the baggage.
- 14.5. The carrier does not consider claims or notifications submitted by passengers without compliance with the terms set out in these Conditions.
- 14.6. The carrier reserves the right not to process the claim and not to respond the claim, if the claim was filed by a third party, not by the passenger or legal guardian in the cases specified by law.

## 15. Other Conditions

- 15.1. These Conditions of Carriage for Passengers and Baggage come into force upon their publication, i.e. from 5<sup>th</sup> January, 2012. An abridged version of these Conditions is attached to an airline ticket which contains a note that the full version of the conditions is available on the carrier's website [www.smart-lynxc.com](http://www.smart-lynxc.com). Upon the request of a passenger they will be sent to the passenger's electronic mail address or issued in printed form at any of the booking offices.
- 15.2. The carrier may change these Conditions by publishing new conditions.
- 15.3. These Conditions are available in Latvian, English and Russian. In cases when the translations of the Conditions are in conflict with each other, the Latvian version of the Conditions should be given the upper hand.
- 15.4. Disputes that cannot be resolved through negotiations shall be resolved in the courts of the Republic of Latvia of the jurisdiction where the registered office of the carrier is situated by applying the legal norms currently in force in the Republic of Latvia including international conventions binding on the Republic of Latvia.

**Rules have come into force since January, 5<sup>th</sup>, 2012.  
Last revision September 20<sup>th</sup>, 2018.**