

# FLY EGYPT CONDITIONS OF CARRIAGE

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# GENERAL CONDITIONS OF CARRIAGE

## ( PASSENGER & BAGGAGE )

As you read these conditions, please note that :

### ARTICLE 1 - DEFINITIONS

“We”, “our”, “ourselves” and “us” means **FLYEGYPT**

“You”, “your” and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a ticket.

“**AGREED STOPPING PLACES**” means those places (except the place of departure and the place of destination) set out in the Ticket or shown in our timetables as scheduled stopping places on your route .

“**AIRLINE DESIGNATOR CODE**” means the two - characters or three letters which identify particular air carrier.

“**AUTHORISED AGENT**” means a passenger sales agent who has been appointed by us to represent **FLY EGYPT** in the sale of air transportation on our services

“**BAGGAGE**” means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.

“**BAGGAGE CHECK**” means those portions of the Ticket which relate to the carriage of your Checked Baggage.

“**BAGGAGE IDENTIFICATION TAG**” means a document issued solely for identification of Checked Baggage.

“**CARRIER**” means any air carrier other than **FLY EGYPT**, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

“**CHECKED BAGGAGE**” means Baggage of which we take custody and for which we have issued a Baggage Check.

“**CHECK-IN DEADLINE**” means the time limit specified by us by which you must have completed check-in formalities and received your boarding pass.

**“CODE SHARE”** means carriage by air which will be operated by another carrier as indicated in the ticket.

**“CONDITION OF CARRIAGE”** shall mean the terms and conditions governing the relationship between You and Us in conjunction with the services provided. It will be available at: [www.flyegypt.com.eg](http://www.flyegypt.com.eg) , sales offices and check-in counters at airports from which we operate regular services.

**“CONDITIONS OF CONTRACT”** means those statements contained in or delivered with your Ticket or Itinerary/Receipt, which include a reference to notices and these general conditions of carriage.

**“CONJUNCTION TICKET”** means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.

**“CONVENTION”** means whichever of the following instruments are applicable:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention) The Warsaw Convention as amended at The Hague on 28 September 1955;
- The Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975);
- The Warsaw Convention as amended at the Hague and by Additional Protocol No.2 of Montreal (1975);
- The Warsaw Convention as amended at the Hague and by Additional Protocol No.4 of Montreal (1975);
- The Convention supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air performed by a Person other than the Contracting Carrier, Signed in Guadalajara, on 18 September 1961 (hereinafter referred as Guadalajara Convention);
- The convention for the unification of certain rules for international carriage by Air done at Montreal on 28 May 1999 (hereinafter referred to as The Montreal Convention).

**“COUNTRY OF DEPARTURE”** means the country where the place of departure as herein defined is situated.

**“COUPON”** means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

**“DAMAGE”** includes death, wounding, or bodily injury to a Passenger, delay, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.

**“DAYS”** mean calendar days, including all seven days of the week ; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted ; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

**“ELECTRONIC COUPON”** means an electronic flight coupon or other value document held in our database.

**“ELECTRONIC TICKET”** means the Itinerary / Receipt issued by or on behalf of us, the Electronic Coupons and, if applicable, a boarding document.

**“FLIGHT COUPON”** means that portion of the Ticket that bears the notation “good for passage,” or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

**“FORCE MAJEURE”** means unusual and unforeseeable circumstances beyond the control of the Passenger and/or carrier, the consequences of which could not have been avoided even if all due care had been exercised, including but not limited to cases of political instability (wars, riots, airport closure, embargoes, seizure, hostilities, unsettled international conditions, government regulations), meteorological conditions incompatible with the operation of the flight concerned ( floods, earthquakes, hurricanes, thick fog, severe storms, snow/runway iced cover), security risks (terrorist attacks, bomb alert, hijacking requisitioning of aircraft or seats on the flight by government order, fire or explosions, sabotage), unexpected flight safety shortcomings (e.g. mechanical failure, defective or non-functioning airport facilities such as defective navigation systems ,de-icing station , congested x-ray screening checkpoints, breakdown in airport information systems), unexpected diversions as a consequence of illness/childbirth on board and/or unruly passenger(s), epidemics, strikes that affect the operation of carrier, air traffic management decision in relation to a particular aircraft on a particular day that give rise to a long delay or the cancellation of one or more flights by that aircraft.

**“INCAPACITATED PERSON”** means a passenger whose physical, medical or mental condition requires individual attention (on emplaning and deplaning; during flight; in an emergency evacuation; during ground handling) which is normally not extended to other passengers.

**“ITINERARY/RECEIPT”** means a document or documents we issue to Passengers traveling on Electronic Tickets that contains the Passenger’s name, flight information and notices.

**“NORMAL FARE”** means the highest fare fixed for carriage in a given cabin of carriage, and any other fare denominated and published as a normal fare.

**“PASSENGER”** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.

**“PASSENGER COUPON”** or **“PASSENGER RECEIPT”** means that portion of the Ticket issued by or on behalf of us, which is so marked and which ultimately is to be retained by you.

**“PLACE OF DEPARTURE”** means the airport from which the flight initially commences as shown on the Ticket.

**“PLACE OF DESTINATION”** means the airport where the Passenger reaches his ultimate stopping place as shown on the Ticket.

**“RESERVATION”** which is equivalent to the term “Booking” means the allotment in advance of seating for a Passenger or of space or weight capacity for baggage.

**“SDR” or “SPECIAL DRAWING RIGHT”** means the composite unit of currency that is the official unit of exchange in the International Monetary Fund.

**“SPECIAL FARE”** means any fare which is not a normal fare.

**“STOPOVER”** means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

**“TARIFF”** means the published fares, charges and/or related Conditions of Carriage of an airline as filed, where required with the appropriate authorities.

**“TICKET”** means either the document entitled "Passenger Ticket and Baggage Check" or The Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons or Passenger receipt contained therein.

**“UNCHECKED BAGGAGE”** means any of your Baggage other than Checked Baggage.

## **ARTICLE 2 - APPLICABILITY**

### **2.1 GENERAL**

Except as provided in Articles 2.2, 2.4 and 2.5 **FLY EGYPT** Conditions of Carriage apply only on those flights, or flight segments, where our name or **FLY EGYPT** Designator Code (**FT**) is indicated in the carrier box of the Ticket for that flight or flight segment.

### **2.2 CHARTER OPERATIONS**

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated, by reference or otherwise, in the charter agreement or the Ticket.

### **2.3 CODE SHARES**

On some services we have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket where our name or **FLY EGYPT** designator code (**FT**) is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply, we will advise you of the carrier operating the aircraft at the time you make a reservation, in this instance the Conditions of Carriage of The Operating Carrier shall be applicable.

### **2.4 OVERRIDING LAW**

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable laws in which event such Tariffs or laws shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### **2.5 CONDITIONS PREVAIL OVER REGULATIONS**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail. If part of one of our regulations becomes invalid in this way, the other parts of our regulations will still apply.

## ARTICLE 3 - TICKETS

### 3.1 GENERAL PROVISIONS

**3.1.1.a)** We will provide carriage only to the passenger named in the E-ticket, and you may be required to produce appropriate identification.

As used in this contract:

“Electronic Ticket” means an electronic entry/coupon stored in our reservations system (and, where applicable the reservations system of one or more other carriers) recording a flight booking for which the carrier or its authorized agent has issued an E-Ticket receipt/itinerary and of which these conditions and all of the notices contained herein form part,

“Carrier” means all air carriers that carry or undertake to carry the passenger or their baggage hereunder or perform any other service incidental to such air carriage,

“Carriage” is equivalent to "transportation" hereunder is subject to the rules and limitations relating to liability established by the Warsaw [Instruments](#) or the Montreal Convention unless such carriage is not "international carriage" as defined by one of those Conventions. To the extent not in conflict with the foregoing conditions, carriage and other services performed by each carrier are subject to:

- ( i ) Provisions contained in the E-Ticket receipt/itinerary; (
- ii) Applicable tariffs; and
- (iii) Carrier's Conditions of Carriage and related regulations which are made part hereof (and are available on application at our offices or on our Web site) .

#### **3.1.1. b) Ticket Prima Facie Evidence of Contract**

We will provide carriage only to the passenger named in the E-ticket and you may be required to produce appropriate identification.

We will provide carriage only to persons who possess a valid Booking Confirmation (a 'ticket' for the purposes of the Montreal and Warsaw Conventions) provided that, for each Passenger, such person is named as the Passenger in the Booking Confirmation.

#### **3.1.2 A Ticket is not transferable:**

- a) If a ticket is presented by someone other than the person entitled to be carried there under or to a refund in connection therewith, carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.
- b) Carrier reserves the right to request a Passenger to identify him/herself.

- 3.1.3** Some Tickets are sold at discounted fares which may be partially or non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.
- 3.1.4** If you have a ticket as described above in 3.1.3. which is completely unused, and you are prevented from traveling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit for the non-refundable amount of the fare, for future travel with us, "subject to deduction of a reasonable administration fee" in accordance with our internal policy.
- 3.1.5** The Ticket is and remains at all times the property of the issuing carrier. The ticket constitutes prima facie evidence of the contract of carriage between **FLY EGYPT** and the passenger. The Conditions of Contract contained in the ticket are a summary of the provisions of these Conditions of Carriage.
- 3.1.6** The E-ticket you have purchased is valid for transportation only as shown on the E-ticket for the customer named, from the place of origin to the final destination on the date and flight number shown. If you wish to change your flight you must contact us in advance. All changes must be made at least 24 hours prior to the flight's departure; such changes may only be made by the customer named in the booking and/or the person who made the original booking. Any additional fare due, in accordance with our travel regulations and tariffs and any applicable administration fees, will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as E-ticketed. Detailed rules relating to fares and changes to E-tickets are available upon request. We shall not be liable to any person entitled to be carried by us or for any refund in connection with a proposed flight if, in good faith, we provide carriage to a person purporting to be entitled to carriage or make any refund to the person entitled in accordance the Article10.

## **3.2 Replacement Tickets**

- 3.2.1** If your Ticket (or part of it) becomes lost or mutilated or if you fail to present a Ticket containing the Passenger Coupon and all unused Flight Coupons, we will replace such Ticket (or part of it) by issuing a new Ticket, if:
- 3.2.1.1** You provide evidence that you had been issued a valid Ticket by us or our Authorized Agent for the flight(s) in question; and
- 3.2.1.2** You sign an agreement to reimburse us, up to the value of the Original Ticket, for losses and/or expenses reasonably incurred by us or our Authorized Agent arising from misuse of the Ticket unless such losses/expenses result from our or our Authorized Agent's negligence.

### **3.3 PERIOD OF VALIDITY**

- 3.3.1** Except as otherwise provided in the Ticket, in these Conditions, or in applicable Tariffs (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for One year from the date of issuance, if completely unused.
- 3.3.2** When you are prevented from traveling within the period of validity of the ticket "because at the time you request reservations we are unable to confirm a reservation," the validity of such ticket will be extended, for a limited period not exceeding the first available flight or you may be entitled to a refund in accordance with Article 10 hereinafter.
- 3.3.3** If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when (in our reasonable opinion) you become fit to travel or until our first flight after such date from the point where the journey is resumed, on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the Flight Coupons remaining in the Ticket involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you on the carriage you were prevented from completing.
- 3.3.4** In the event of death of a Passenger en route, the Tickets of person accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

### **3.4 COUPON SEQUENCE AND USE**

- 3.4.1** Your Ticket is valid only for the carriage shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final place of destination. The Ticket will not be honored and will lose its validity if all the Flight Coupons are not used in the sequence provided in the Ticket.

- 3.4.2** Should you wish to change any aspect of your carriage (including use Of Flight Coupons out of sequence) you must contact us well in advance and before the day of departure of any affected flight. The fare for your new carriage will be calculated by us and, if higher than the fare paid, you will be given the option of accepting the new price or maintaining your original carriage as ticketed. Should you be required to change any aspect of your carriage due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare (but only if you have provided us with satisfactory evidence of the Force Majeure).
- 3.4.3** Should you change your carriage without our agreement, we will Assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total fare we calculate for your revised carriage. We will refund you the difference if the new price is lower (subject to deduction of a reasonable administration fee), but otherwise your unused Flight Coupons have no value.
- 3.4.4** While some types of changes will not result in a change of fare, others, such as changing the place of departure (for example, if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many special fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or may be changed only upon payment of an additional fee to us or our Authorized Agent.
- 3.4.5** Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and on the flight for which your seat has been reserved. In the case of Tickets originally issued without a reservation being specified, the seat may be reserved later, depending on the Tariff concerned and the seating availability on the flight requested.
- 3.4.6** If you do not show up for any flight prior to the Check-In -Deadline or you change any part of your carriage without advising us at least 24 hours earlier in advance of that Deadline, we may cancel your return or onward reservations and charge reasonable administrative fee. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

### **3.5 NAME AND ADDRESS OF CARRIER**

Our name may be abbreviated to our Designator Code (or otherwise) in the Ticket. Our address can be found in these Conditions of Carriage.

## **ARTICLE 4 - FARES, TAXES, FEES AND CHARGES**

### **4.1 GENERAL**

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid by you, or as the case may be, refunded by us, in accordance with our regulation.

### **4.2 APPLICABLE FARES**

Subject to Article 4.3, applicable fares are those in effect on the date of payment in full of the Ticket. Should you change your itinerary or dates of travel, this may impact the fare to be paid. We may increase the fare after you have made payment in full, in order to take account of increase in costs, provided that in such a case, you may cancel the Ticket and obtain, at your option, a full refund of the sums paid.

### **4.3 TAXES, FEES AND CHARGES**

Any applicable taxes, charges and fees imposed by government or other authorities or by the operator of an airport will be payable by you. You will be advised of any taxes, charges and fees not included in the fare when you purchase your Ticket; most of these will normally be shown separately on the Ticket. The taxes, charges and fees imposed on air travel change constantly, and can be imposed after the Ticket has been issued. If there is a subsequent increase in a tax, charge or fee shown on the Ticket, you will be obligated to pay it. Similarly, if a new tax, charge or fee is imposed even after your Ticket has been issued, you will be obliged to pay it. By the same token, should any taxes, charges or fees which you have paid us at the time your Ticket was issued be abolished or reduced, you will be entitled to claim a refund if the authorities or entities imposing these taxes, charges or fees grant us a corresponding refund.

### **4.4 CURRENCY**

All fares, taxes, charges and fees are payable in the currency of the country in which the ticket is issued, unless another currency is accepted by us or our Authorized Agent at the time or before payment is made (for example, in view of the non-convertibility of the local currency). We may, at our discretion, accept payment in another currency.

## **4.5 SURCHARGES IN EXCEPTIONAL CIRCUMSTANCES**

- 4.5.1** In exceptional circumstances, charges may be imposed on us by third parties which are of a type or amount not normally applicable to our operations (for example, insurance premium supplements or additional security costs triggered by unlawful interference with civil aviation).
- 4.5.2** In addition, we may be subjected to significant increases in operational costs (for example, fuel surcharges) caused by exceptional circumstances beyond our control.
- 4.5.3** In such cases, you will be required to pay to us, as fare surcharges, all such charges attributed by us to your carriage (even if imposed after the date of issue of your Ticket). We will contact you with details of any applicable fare surcharges as soon as possible. If we are unable to contact you using your contact details, we will advise you of any applicable fare surcharge at check-in. You are free to choose not to pay a fare surcharge and receive an involuntary refund of your Ticket in accordance with the provisions of Article 10.2, in which case we will have no other liability to you.
- 4.5.4** If any exceptional circumstances surcharge ceases to apply to all or part of your carriage, or a lesser amount is due, a refund can be claimed in respect of any such surcharge which has been paid. Please ask us or our Authorized Agent for details of how to claim such refund.
- 4.5.5** We reserve the right to refuse transportation if the applicable surcharges have not been paid.

## **ARTICLE 5 - RESERVATIONS**

### **5.1 RESERVATIONS REQUIREMENTS**

- 5.1.1** We or our Authorized Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).
- 5.1.2** You should read the reservation requirements carefully because certain fares have conditions, that limit or exclude your right to change or cancel reservations.
- 5.1.3** If you have a medical condition or other condition for which you may require medical assistance or special assistance during embarkation, disembarkation or assistance during the flight (for example, in the circumstances set out at Articles 7.2 and 7.3), you must advise us at the time you make your booking. You will be given a provisional booking until such time we are satisfied that you have received medical

Clearance required by Article 7.4 and satisfied all conditions attached to such clearance. If you are flying to or from certain countries, local laws may mean that you do not need to comply with the requirements set out in this Article 5.1.3 and you should ask us how the requirements differ.

## **5.2 TICKETING TIME LIMITS (PAYMENT DEADLINE)**

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorized Agent, we may cancel your reservation.

## **5.3 PERSONAL DATA**

You recognize that personal data has been given to us for the purposes of making a reservation, purchasing a Ticket and other services you have chosen, developing and providing services, facilitating immigration and entry procedures, and making your travel data which you have provided available to the government agencies. For these purposes, you authorize us to retain and use such data and to pass them on to our own offices, Authorized Agents, authorities, other Carriers or the providers of the above-mentioned services.

## **5.4 SEATING**

We will endeavor to honor advance seating requests. However, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for legitimate reasons including but not limited to operational, safety or security reasons.

## **5.5 RECONFIRMATION OF RESERVATIONS**

**5.5.1** Onward or return reservations may have to be reconfirmed within specified time limits. We will advise you when we require such reconfirmation, and how and where it should be done. If a reconfirmation is required and you fail to do so, we may cancel your onward or return reservations. However, if you advise us that you still wish to travel, we will reinstate your reservation and transport you if there is space on the flight. If there is no longer space on the flight, we will do what we can under the circumstances to transport you to your next or final destination.

**5.5.2** You should check the reconfirmation requirements of other Carrier(s) involved in your journey. Where it is required, you must reconfirm with the Carrier whose Airline Designator Code appears for the flight in question on the Ticket. We will have no liability to you if another Carrier cancels one or more reservations for any reason including but not limited to your failure to meet the reconfirmation requirements and your right to onward travel or refund will be governed by that Carrier's conditions of carriage.

## 5.6 CANCELLATION OF ONWARD RESERVATIONS

- 5.6.1** Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations and charge reasonable administrative fees. However, if you do advise us in advance of Check-in Deadlines or boarding (where you have completed all check-in formalities), we will not cancel your subsequent flight reservations.
- 5.6.2** If you miss your connecting flight on **FLY EGYPT** due to the delay of another airline's flight and you or the airline which caused the delay fail to reconfirm your return sector on **FLY EGYPT**, then **FLY EGYPT** reserves the right to cancel your return or onward journey without further liability.
- 5.6.3** We will not be liable to you for any loss or expense whatsoever resulting from your failure to comply fully with the requirements as stated above.

## ARTICLE 6 - CHECK-IN AND BOARDING

- 6.1** Check-in Deadlines are different at every airport and we recommend that you have to be informed about these Check-in Deadlines and honor them. Your journey will be smoother if you allow yourself ample time to comply with applicable Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. Check-in Deadlines for our flights can be found in our timetable or on our Website, or may be obtained from our offices or our Authorized Agents.
- 6.2** You must be present at the boarding gate not later than the time specified by us when you check-in.
- 6.3** We may cancel the space reserved for you and offload your Checked Baggage if you fail to arrive at the boarding gate in time.
- 6.4** You are solely responsible for complying with all applicable laws, regulations, orders, demands and requirements of countries to be flown from, into or over and with our Carrier's Regulations and instructions given by us relating thereto. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.
- 6.5** If specified on your booking confirmation, you must present the credit card used to pay for the Ticket at check-in. Other rules may apply for validation of other forms of payment.

- 6.6** You will subject yourself to and comply with a security check in accordance with the rules at the point of departure

## **ARTICLE 7 - REFUSAL AND LIMITATION OF CARRIAGE**

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

- 7.1.1** We may refuse to carry you or your Baggage for certain reasons according to our discretion- if we have notified you in writing that we would not at any time after the date of such notice carry you or your Baggage on our flights. In this circumstance we have no liability except that you will be entitled to a refund.
- 7.1.2** We may also refuse to carry you and/or your Baggage (without any obligation to give you prior notice) on any flight (even if you hold a valid Ticket and have a boarding pass) if one or more of the following have occurred or we reasonably believe may occur :
- 7.1.2.1** Such action is necessary in order to comply with any applicable government laws, regulations, orders or policy;
  - 7.1.2.2** The carriage of you and/or your Baggage may endanger or affect the safety, health, or materially affect the comfort of or disturb other Passengers or crew or;
  - 7.1.2.3** Your mental or physical state, including your impairment from alcohol or drugs, presents or appears to present a hazard or risk to yourself, to Passengers, to crew, or the aircraft, or to property;
  - 7.1.2.4** We believe that your mental or physical state, including your impairment from alcohol or drugs, is likely to present a source of material annoyance or discomfort to other Passengers on board the aircraft if you were allowed to proceed to travel in the class in which you are booked or in which you have agreed to travel;
  - 7.1.2.5** You have refused to submit to a security check of yourself or your Baggage or having submitted to such a check, you fail to provide satisfactory answers to security questions asked or you fail a security profiling assessment or analysis or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass;
  - 7.1.2.6** You have not paid in full the applicable fare, taxes, fees, charges or surcharges.

- 7.1.2.7** You do not appear to have valid or lawfully acquired travel documents or you appear in our opinion not to meet requisite visa requirements, you seek to enter a country through which you may be in transit for which you do not have valid travel documents (or meet the visa requirements), you destroy your travel documents during flight or between check-in and boarding or refuse to surrender your travel documents to the flight crew, against receipt, or allow us to copy your travel documents when so requested;
- 7.1.2.8** You present a Ticket that has been or appears to have been acquired unlawfully, has been purchased from an entity other than us or our Authorized Agent, has been reported as being lost or stolen, or is a counterfeit, or you cannot prove that you are the person named in the Ticket;
- 7.1.2.9** You have failed to comply with the requirements set forth in Article 3.3 above concerning Flight Coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorized Agent, or the Ticket is mutilated, defaced or damaged;
- 7.1.2.10** You fail to observe, or obstruct or hinder, our instructions with respect to safety or security, whether prior to boarding or on board the aircraft or those of any ground staff or crew member in the performance of their duties or if you tamper or threaten to tamper with the aircraft, its equipment or any part thereof;
- 7.1.2.11** You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated ;
- 7.1.2.12** You have previously committed one of the acts or omissions referred to above either with us or another Carrier, and we have reason to believe that you may do so again;
- 7.1.2.13** You commit a criminal offence during check-in or any of the other operations of embarkation on, or disembarkation from, your flight or disembarkation from a connecting flight or on board the aircraft before take-off or on board the aircraft on any connecting flight or while you are taking any service from us;
- 7.1.2.14** You use threatening, abusive, insulting, harassing or indecent words or behave in a threatening, abusive or insulting manner to ground staff or members of the crew prior to or during boarding the aircraft or disembarkation from or on a connecting flight or on board the aircraft before take-off;

- 7.1.2.15** You fail to observe our instructions relating to safety or security and comfort of other Passengers (for example, amongst other things, on seating; storage of Unchecked Baggage; smoking; consumption of alcohol; use of drugs; use of electronic equipment, including mobile cellular phones, laptop computers, PDAs, portable recorders, portable radio, CD, DVD and MP3 players, electronic games or transmitting devices or cause chaos and disturbance on board the aircraft;
- 7.1.2.16** You have made, or attempted to make (or appear to have made), a bomb hoax, hijack threat or any other security threat;
- 7.1.2.17** We have been informed (orally or in writing) by immigration or other authorities of the country to which you are traveling to or through which you may intend to transit, or of a country in which you have a Stopover planned, that you will not be permitted entry to such country even if you have valid travel documents;
- 7.1.2.18** You fail, or refuse, to give us information in your possession or available to you which a governmental authority has lawfully asked us to give about you, or it appears to us that any such information you have given is false or misleading;
- 7.1.2.19** If you are medically unfit to fly;
- 7.1.2.20** You are, or we reasonably suspect you are, in unlawful possession of drugs.

## **7.2 SPECIAL ASSISTANCE**

Unaccompanied children, persons with disabilities, pregnant women, persons with illnesses or other people requiring special assistance can only be carried if such carriage has been agreed with us in advance. Passengers with disabilities who advised us of any special requirements they have when they made their reservation and have been accepted by us for carriage may not subsequently be refused carriage on the basis of such disability or these special requirements.

## **7.3 CARRIAGE OF CHILDREN**

We will accept children between 2 and 11 years of age for unaccompanied transportation only on its services provided certain requirements are fulfilled. Carriage of unaccompanied minors requires prior arrangement with us depending upon the age of the child. Minors under 2 years will not be accepted for carriage as unaccompanied minors on our flights. Regulations governing the carriage of unaccompanied minors can be obtained from our sales offices.

## **7.4 FITNESS TO FLY**

- 7.4.1** You must be medically fit prior to boarding the aircraft for carriage. No medical examination is necessary unless we have any reason to suspect, or ought reasonably to know, that you have a condition which might be exacerbated by the normal operation of an aircraft or could cause you difficulty if we are unable to gain access before the end of your flight to professional medical assistance. Where that is the case, you are obliged to seek professional medical advice before flying with us and produce to us, no later than 48 hours before the flight, a medical report from an appropriately qualified doctor which confirms your fitness to travel on all flights on which you are booked. If you are flying to or from certain countries, local laws may stipulate that you do not need to comply with the requirements set out in this Article **7.4** and you should ask us how the requirements differ.
- 7.4.2** If you are taken ill during the flight for any reason (except due to reasons attributable to us or our Authorized Agent, or due to your pregnancy, you will reimburse to us any expenses incurred as a result of treatment on board the aircraft, transporting you on the ground, or treatment provided by third parties.

## **ARTICLE 8 - BAGGAGE**

### **8.1 FREE BAGGAGE ALLOWANCE**

You may carry some Baggage free of extra charge. The amount of your free Baggage allowance and restrictions on size are shown in your e-Ticket Receipt/Itinerary and also as per our Regulations in force on the date of your flight which are available on our Website for reference.

### **8.2 EXCESS BAGGAGE**

You will be required to pay an additional fee for the carriage of Baggage in excess of the free Baggage allowance. Our excess baggage rates are available from us upon request.

If you wish to transport over 100 kilos of excess baggage and/or bulky items (such as cycles or wheelchairs), you must notify us of such intention in advance. If you fail to do so, we reserve the right to refuse carriage of such excess baggage and/or bulky items. Any excess baggage which you wish to transport as air cargo must be handed in at least 24 hours before you check in for your flight.

## **8.3 ITEMS UNACCEPTABLE AS BAGGAGE**

### **8.3.1 must not include in your Baggage:**

**8.3.1.1** Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

**8.3.1.2** Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

**8.3.1.3** Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe, or because of their weight, size, shape or character, or because they are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

**8.3.2** You must not include in Unchecked Baggage real, replica or toy weapons (plastic or metal), or any object which looks like a weapon or could reasonably be mistaken for a weapon, tradesman's tools, ammunition, detonators, fuses, grenades, gas and gas containers such as butane, propane, acetylene, oxygen, explosives or anything which contains explosives, catapults, cross bows, harpoon and spear guns, stun or choking devices such as prods, ballistic conducted energy weapons, lighters shaped like fire arms, fire works, flares and other pyrotechnics (including party poppers, festive crackers and toy caps), non-safety matches, smoke generating canisters or cartridges, flammable liquid fuel such as petrol/gasoline, diesel, lighter fuel, alcohol, ethanol, aerosol spray paint, turpentine and paint thinner, alcoholic beverages exceeding 70% by volume, acids and alkalis such as wet batteries that may spill, corrosive or bleaching substances such as mercury, chlorine, disabling or incapacitating sprays such as mace, pepper, tear gas, radioactive material such as medicinal or commercial isotopes, poisons, infections or hazardous biological material such as infected blood, bacteria and viruses, material capable of spontaneous ignition or combustion, fire extinguishers, darts, household cutlery, scissors, corkscrews, nail files, knives with blades of any length, knitting needles, paper knives, sporting bats and clubs, razor blades (except safety razors and accompanying cartridges), billiard, snooker or pool cues, hypodermic needles (except those required for medical reasons and accompanied by a medical certificate confirming the medical condition), hard sporting balls or martial arts devices.

- 8.3.3** Firearms (whether real, replica or toy), pellet guns, components of firearms, and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted at our sole discretion as Checked Baggage. Firearms must be unloaded, with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3.1.1.
- 8.3.4** Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our sole discretion, but will not be permitted in the cabin of the aircraft. Such items will be delivered to airport security for delivery to passengers.
- 8.3.5** You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, stored data, any medication or medical equipment which may be required in-flight or during your trip or which cannot be quickly replaced if lost or damaged, house keys or car keys, negotiable papers, securities or other valuable items or documents, business documents, passports and other identification documents or samples.
- 8.3.6** According to ICAO edition 2015 - 2016 of the Technical Instructions document for the Safe Transport of Dangerous Goods by Air (Technical Instructions - Doc. 9284) under this amendment prohibits the acceptance of electronic cigarettes and other smoking electronic portable battery-powered inside checked baggage or prohibits recharging the devices in aircraft cabins for both of passengers & cabin crew.
- 8.3.7** If, despite being prohibited, any items referred to in Articles 8.3.1, 8.3.2, 8.3.3, 8.3.4, 8.3.5 and 8.3.6 are included in your Baggage, we shall not be responsible for any loss or damage to such items.
- 8.3.8** You must not include in your Checked and Unchecked Baggage any other item which we specify from time to time in our Conditions of Carriage of Passengers and Baggage, Conditions of Ticket, regulations or notices.
- 8.3.9** It is recommended that fragile or perishables should not be included in your checked Baggage.

#### **8.4 RIGHT TO REFUSE CARRIAGE**

- 8.4.1** Subject to Articles 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in Article 8.3, and we may refuse further carriage of any such items upon discovery, regardless of whether and when we are told, or discover, the presence of such items.
- 8.4.2** We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content or character, or for safety or operational reasons, or the comfort of other passengers, information about unacceptable items is available upon request.

**8.4.3** We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

**8.4.4** Unless advance arrangements for its carriage have been made with us, we may carry baggage on a later flight, if it is in excess of the applicable free allowance.

## **8.5 RIGHT OF SEARCH**

For reasons of safety and security, you personally are subject to search and scan, X-ray of your baggage, and search of your baggage for the purpose of determining whether you are in possession of or whether your baggage contains any items described in **Article 8.3.1** above or any arms or ammunitions which have not been presented to us in accordance with **Article 8.3.2** above. If you are unwilling to comply with such request we may refuse to carry you or your baggage. If required, you will attend inspection of **your** Baggage by Customs or other government officials. We will not be liable to you for damage suffered by you in the course of such inspection. You must allow security checks, searches and scans of your person by us, our handling agents, government officials, airport officials, police or military officials and other airlines involved in your carriage. If you do not allow all such security checks, searches and scans to be conducted, we will refuse to carry you or your baggage or both of you and your Baggage.

## **8.6 CHECKED BAGGAGE**

**8.6.1** Once you have handed your Baggage you wish to check in to us, it will become our responsibility. We will issue a Baggage Identification Tag for each piece of your Baggage which you check in. Baggage which you intend to take on board as Unchecked Baggage and which we ask you to surrender to us on boarding for placement in the cargo compartment will be regarded as Checked Baggage covered by your Baggage Check.

**8.6.2** Checked Baggage should have your name or other personal identification (including a contact telephone number) affixed to it.

**8.6.3** Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on an alternative flight we will deliver it to you at the address you have provided to us, unless applicable law at the place of collection requires you to be present for customs clearance, or the reason for carriage of the Checked Baggage on an alternative aircraft related to the size, weight or character of the Checked Baggage or your failure to comply with these Conditions of Carriage.

**8.6.4** Unless we decide that your Checked Baggage will not be carried on the same aircraft as you, we will not carry your Checked Baggage if you fail to board the aircraft on which it is loaded or, having boarded, you leave the aircraft before take-off or at a point of transit, without re-boarding.

**8.6.5** You must ensure that your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigors of carriage by air without sustaining damage (except for fair wear and tear).

## **8.7 UNCHECKED BAGGAGE / CARRY-ON BAGGAGE**

**8.7.1** We may specify maximum dimensions and/or maximum weights for Baggage which you carry on to the aircraft. If we have not done so, any Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the aircraft's cabin. If your Baggage cannot be stored in this manner, or if it is of excessive weight or is otherwise considered dangerous, you will be asked to surrender it to us and it will be carried as Checked Baggage **at charge**.

**8.7.2** Objects which are not suitable for carriage in the cargo compartment (such as delicate musical instruments) and which do not meet the requirements of 8.7.1 above will only be accepted for carriage in the cabin if you have given us advance notice of this and we have agreed to such carriage. You may be asked to pay an additional charge for this service.

## **8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE**

**8.8.1** Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

**8.8.2** Only the bearer of the baggage check and identification tag, delivered to you at the time the baggage was checked, is entitled to delivery of baggage. Failure to exhibit the baggage identification tag shall not prevent delivery provided the baggage check is produced or the baggage is identified by other means.

**8.8.3** If a person claiming the baggage is unable to produce the baggage check and identify the baggage by means of a baggage (identification) tag, we shall deliver the baggage to such person only on condition that you establish to our satisfaction of your right thereto, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.

**8.8.4** If your baggage is lost, delayed, or damaged, you must notify the carrier immediately at the time of arrival. Your acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery shall be considered as prima-facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

## **8.9 ANIMALS**

FLY EGYPT does not accept live animals in belly holds, whether as checked baggage or cargo .

**8.9.1** FLY EGYPT accepts only small pets in cabin, a cat, a dog or a bird, against extra charge.

**8.9.2** Pre-arrangement and booking is requested before date of travel.

**8.9.3** Acceptance of such pet in cabin is subject to the following

**8.9.3.1** The pet in cage is under control, for other passenger's comfort.

**8.9.3.2** No more than three cases accepted in cabin.

**8.9.4** The passenger is responsible for compliance with the laws and regulations of the country of origin, transfer and destination.

**8.9.5** Guide dogs accompanying incapacitated passengers, are accepted in cabin, free of charge, provided states laws and orders are adhered to, and prior arrangements made .

## **8.10 ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL**

We will not be responsible for, or have any liability in respect of, articles removed from your Baggage, and/or retained, by airport security personnel for any security and safety reasons.

## **8.11 CABIN BAGGAGE POLICY**

Passengers are reminded that all cabin baggage must be of a size that either fits under the seat in front of you or in the overhead lockers. Items which are in excess of the maximum limitations as given in our Website may not be permitted in the aircraft cabin on our flights. If cabin baggage is not accepted by our ground staff it will be charged according to **FLY EGYPT** Excess Baggage Charges per item may apply. The baggage will be transferred to the aircraft hold and a checked baggage receipt will be issued. Restrictions on the carriage of liquids, aerosols and gels in hand baggage apply at certain airports. Passengers should check with the departure airport for specific security restrictions.

## **ARTICLE 9 - SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS,**

### **9.1 SCHEDULES**

**9.1.1** The flight times shown in timetables may change between the date of publication (or issue) and the date you actually travel. We do not guarantee it to you and which do not form part of your contract with us.

**9.1.2** Before we accept your booking, we or our Authorized Agent will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with your contact information, we or our Authorized Agent will endeavor to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2.

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

**9.2.1** We will take all reasonable necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft without accepting the obligation to make such arrangement.

**9.2.2** Except as otherwise provided by the convention, if we cancel a flight, fail to operate a flight reasonable according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either :

**9.2.2.1** Carry you at the earlier opportunity on another of our scheduled flights on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

**9.2.2.2** Within a reasonable period of time re-route you to the destination shown on your Ticket by our own flights or those of another carrier, or by other mutually agreed means and class of transportation without additional charges. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

**9.2.2.3** Make a refund in accordance with the provisions of Article 10.2.

**9.2.2.4** If it is not possible to carry you to the destination shown on your Ticket within a reasonable period of time using our own services and if you do not wish a refund, we may use the services of another carrier chosen by us to bring you to the destination (same class If available)

**9.2.3** Upon the occurrence of any of the events set out in article 9.2.2 ,except as otherwise provided by the convention, the options outlined in article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

**9.2.4** Where your flight is due to be operated by us from an airport within the EU and has been cancelled or delayed for at least four (4) hours or you have been downgraded on an involuntary basis you may be entitled to certain rights and we will inform you about those rights when they rise.

**9.2.5** If you fail to reconfirm a reservation for any flight where it is required that reconfirmation is necessary, we may cancel all of your reservations. No refund of the fare paid will be available in respect of such cancelled reservation unless permitted by the conditions applicable to your Ticket.

### **9.3 NON-CARRIGE DUE TO OVERBOOKING :**

**9.3.1** In case of a denied boarding we offer compensation, assistance and ticket refund within the scope of **FLY EGYPT** policy and any other applicable regulations concerning this issue.

**9.3.2** We will give priority to unaccompanied minor, ill and handicapped people. In all other cases, passengers will be allocated a seat on the aircraft in the order in which they check in, also taking into account any specific interests.

**9.3.3** When we reasonably expect to deny boarding on a flight, we first call for volunteers to surrender their reservation in exchange for benefits.

**9.3.4** Any denied passenger is entitled to compensation. This is calculated according to **FLY EGYPT** policy and any applicable regulation for this issue.

**9.3.5** The financial compensation will be taken into account when deciding about further claim for damage.

## **9.4 SUBSTITUTION OF CARRIER/AIRCRAFT**

We reserve the right to substitute an alternative carrier and/or aircraft.

## **ARTICLE 10 - REFUNDS**

### **10.1 GENERAL**

We will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff, as follows:

- 10.1.1** Except as otherwise provided in this Article, we shall be entitled to make refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.
- 10.1.2** If a Ticket has been paid for by a person other than the passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket.
- 10.1.3** Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons. This requirement will not apply where your Ticket is an Electronic Ticket.
- 10.1.4** Refunds of flight tickets paid for via credit card will only be credited to the account used to pay for the tickets originally. The refund amount shall conform solely to the amount and currency specified on the flight ticket in accordance with the terms and conditions of this clause. The refund amount credited to the credit card holder's account may deviate from the amount originally paid for the refunded flight ticket thanks to conversions and fees levied by the credit card company. These deviations shall not constitute grounds for claims against us by the refund's recipient.

### **10.2 INVOLUNTARY REFUNDS**

- 10.2.1** If we:
- ( i ) Cancel a flight;
  - ( ii ) Fail to operate a flight reasonably according to schedule;
  - ( iii ) Fail to carry you on a flight for which you have a confirmed reservation and have met the Check-in Deadline and applicable boarding deadline and you have not been refused carriage for reasons permitted by these Conditions of Carriage;
  - ( iv ) Fail to stop at your destination or Stopover; or
  - ( v ) Cause you to miss a connecting flight on which you hold a

confirmed reservation and adequate time existed to make the connection between the original scheduled time of arrival of your flight and the departure time of the connecting flight, the amount of the refund shall be, unless otherwise specified by appropriate law:

- 10.2.1.1** If no portion of the Ticket has been used, an amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid);
- 10.2.1.2** If a portion of the Ticket has been used, not less than the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the applicable fare calculated by us (including taxes, fees, charges and exceptional circumstances surcharges paid) for travel between the points for which the Ticket has been used.

### **10.3 VOLUNTARY REFUNDS**

**10.3.1** If you are entitled to a refund on your Ticket for reasons other than those stated in 10.2, the refund will be made in accordance with the following principles:

- 10.3.1.1** If no Flight Coupons have been used, you will receive the fare paid less a reasonable service charge and cancellation fee.
- 10.3.1.2** If one or more Flight Coupons have been used, we will refund at least the difference between the fare paid and the applicable costs of travel between the points for which the Ticket has been used, less a reasonable service charge and cancellation fee.

### **10.4 REFUNDS ON LOST TICKET**

**10.4.1** If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

- 10.4.1.1** That the lost Ticket, or portion of it, has not been used, previously refunded or replaced, (except where the use, refund or replacement by or to a third party resulted from our own negligence);
- 10.4.1.2** That the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent

that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence). In this case a reasonable service charge will be debited to you.

**10.4.2.** If we or our Authorized Agent lose the Ticket or a portion of it, the loss shall be our responsibility.

## **10.5 RIGHT TO REFUSE REFUND**

**10.5.1** We may refuse a refund where application is made after the expiry of the validity of the Ticket.

**10.5.2** We may refuse a refund on a Ticket which has been presented to us, or to government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

**10.5.3** We will not give a refund on a Ticket for any flight on which you have been refused carriage or from which you have been disembarked due to your conduct on board the aircraft.

## **10.6 CURRENCY**

All refunds will be subject to applicable government laws, rules and regulations or orders of the country in which the ticket was originally purchased and to the country in which the refund is being made. We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

## **10.7 BY WHOM TICKET IS REFUNDABLE**

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by his Authorized Agent in accordance with its own rules on voluntary refunds.

## **10.8 NO OTHER RIGHTS**

Unless we expressly state otherwise in these Conditions of Carriage, the rights to a refund set out in this Article 10 represent your only rights against us if your carriage does not take place for any reason whatsoever and we will have no other liability to you for any further loss or expense whatsoever.

## **ARTICLE 11 - CONDUCT ABOARD AIRCRAFT**

### **11.1 GENERAL**

You shall not at any time, conduct aboard the aircraft in any manner likely to endanger or threaten (whether by hoax threats or otherwise) the aircraft or any person or property on board; obstruct, hinder or interfere with the crew in the performance of their duties; fail to comply with or contravene any instructions or direction of the crew, whether oral or by written notice, including but not limited to those with respect to smoking, alcohol or drug consumption, security and safety or use of electronic equipment; or behave in a manner which causes or is likely to cause discomfort, distress, inconvenience, damage or injury to other passengers, the crew or property. If, in our reasonable opinion, you conduct on board the aircraft in any of these ways, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point with no liability to us, and may be prosecuted for offences committed on board the aircraft.

### **11.2 ELECTRONIC DEVICES**

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

### **11.3 NON SMOKING FLIGHTS**

All **FLY EGYPT** flights are non-smoking Flights. Smoking is prohibited in all areas of the aircraft.

### **11.4 SEAT BELTS COMPULSORY**

While being on your seat on board the aircraft, you have to fasten your seat belt during the entire flight.

### **11.5 PAYMENT OF DIVERSION & OTHER COSTS**

If, as a result of your conduct of the sort mentioned in Article 11.1 we decided, in the exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you and/or your Baggage, we will have the right to ask you for paying all costs resulting from that diversion.

## **ARTICLE 12 - ARRANGEMENTS FOR ADDITIONAL SERVICES**

**12.1** If we make arrangements for you with any third party to provide any means other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.

**12.2** If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

## **ARTICLE 13 - ADMINISTRATIVE FORMALITIES**

### **13.1 GENERAL**

**13.1.1** You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

**13.1.2** We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### **13.2 TRAVEL DOCUMENTS**

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to require you to present to us any of these documents at any time during your carriage and to refuse carriage of you and your Baggage if you do not comply with these requirements, or your travel documents do not appear to be in order, even if you have started or completed part of your carriage before it becomes clear to us that you have not complied with this Article 13.2.

### **13.3 REFUSAL OF ENTRY**

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

### **13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS ...ETC.**

If we are required to pay any fine or penalty, removal expenses, escorting charges, or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession. The value of fine or penalty can vary from country to country and may be of a higher value as the fare paid for your ticket. For your own interest, be aware to observe the admission regulations of each country you intend to travel to.

### **13.5 CUSTOMS INSPECTION**

If required, you shall attend inspection of your Baggage, by customs or other government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

### **13.6 SECURITY INSPECTION**

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

### **13.7 TRANSMISSION OF PASSENGER DATA**

We are entitled to transmit your personal data and all personal reservation data in connection with your flight to domestic and foreign authorities (for example USA and Canada, etc) if these authorities request us to do so due to compelling legal rules and regulations in order to fulfill the contract of carriage.

### **13.8 CONFISCATED TRAVEL DOCUMENTS**

We will not be liable to you for the return of any of your travel documents, identification documents or Tickets confiscated by any other Carrier or any governmental or other authority.

## **ARTICLE 14 - SUCCESSIVE CARRIERS**

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.1.2 (b).

## **ARTICLE 15 - LIABILITY FOR DAMAGE**

**15.1** The liability of **FLY EGYPT** and each Carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows :

**15.1.1** Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention. For domestic flights where point of departure and arrival lies within the territory of Egypt, our liability shall be subject to Egyptian Laws specially the rules of limited liability of Egyptian law of Commerce no.17 for the year 1999.

**15.1.2** Where your carriage is not subject to the liability rules of the Convention, the following rules shall apply:

**15.1.2 (a)** Any liability we have for Damage, will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

**15.1.2 (b)** We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

**15.1.2 (c)** We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

**15.1.2 (d)** We are not liable for any Damage arising from our compliance with applicable laws or governmental rules and regulations, or from your failure to comply with the same.

**15.1.2 (e)** Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory damages for proven losses and costs in accordance with the Convention.

- 15.1.2 (f)** We are not liable for any damage caused by your Baggage, you shall be responsible for any damage caused by your Baggage to other persons or property, including our property.
- 15.1.2 (g)** We shall have no liability whatsoever for damage to articles not permitted to be contained in Checked Baggage under article **8.3**, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.
- 15.1.2 (h)** We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.
- 15.1.2 (i)** The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorized Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorized Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.
- 15.1.2 (j)** Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

## **ARTICLE 16 - TIME LIMITATION ON CLAIMS AND ACTIONS**

### **16.1 NOTICE OF CLAIMS**

Acceptance of Baggage by the bearer of the Checked Baggage without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

## **16.2 LIMITATION OF ACTIONS**

Any right to damages shall be extinguished if a legal action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

## **ARTICLE 17 - MODIFICATION AND WAIVER**

No agent, employee or representative of **FLY EGYPT** has authority to alter, modify or waive any provision of these conditions of carriage.

## **ARTICLE 18 - OTHER CONDITIONS**

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important including but not limited to:

- (i) The carriage of unaccompanied minors, pregnant women, and sick passengers,
- (ii) Restrictions on use of electronic devices and items;
- (iii) The on board consumption of alcoholic beverages.

Regulations concerning these matters are available from us upon request.

## **ARTICLE 19 - INTERPRETATION**

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

The authentic text of these Conditions of Carriage is the English language; translations into any other language or languages is provided only for convenience of reference.

## **Article 20 - Applicable law**

The contract of carriage and its associated legal provisions are subject to Egyptian law, unless the application of another national law is mandatory.

