



WIZZ AIR ABU DHABI LLC

GENERAL CONDITIONS OF CARRIAGE OF PASSENGERS AND BAGGAGE

Effective as of 1 June 2023

General Conditions of Carriage

1. Introduction

- 1.1. When you buy a ticket to travel on a flight we operate, you enter into a contract of carriage with us. The contract is governed by (1) the conditions in your ticket / itinerary and receipt; (2) any Tariffs which apply; (3) the legal terms and conditions of carriage; and (4) any other regulations we may have from time to time.
- 1.2. These are the legal terms and conditions of carriage (the “**Terms**” or “**General Conditions of Carriage**”) which apply to your Booking with Wizz Air Abu Dhabi LLC, a limited liability company registered in the Emirate of Abu Dhabi with company registration number CN-3649514 and its registered address at No. 208, Business Park 1, Abu Dhabi International Airport, P.O. Box 145076, Abu Dhabi, United Arab Emirates.

These Terms incorporate as though they were fully set out herein and which themselves also apply to your Booking:

- 1.2.1. our Website Terms of Use, if you use our Website or App; and
1.2.2. any Booking Confirmation and any specific conditions set out in it.

Please read these Terms carefully and make sure that you understand them before booking any Wizz Air flights. We update our Terms from time to time and as such, they should be read and understood in advance of each booking of flights, as the Contract for Carriage is concluded upon payment of the Total Fare and issue of the Itinerary by Us.

- 1.3. Particular expressions and words in this document have specific meanings that may be unique to this document and may differ from other airlines. When certain words and phrases are capitalised in these Terms, they are defined terms with the meaning given in Paragraph 2 below.
- 1.4. In these Terms, when we refer to “**Wizz Air**” or to “**we**”, “**We**”, “**us**”, “**Us**”, “**our**” or “**Our**”, we mean Wizz Air Abu Dhabi LLC and when we refer to “**you**”, “**You**”, “**Your**” or “**your**”, we mean you as the Passenger or the Booker on a Booking.

2. **Meaning of certain words and expressions in these Terms / Definitions**

ACCOMPANYING ADULT: adult passenger of at least sixteen years of age who is on the same Booking as an Infant or Child and accompanies them on a flight.

ADDITIONAL SERVICES: any products and/or services purchased by You in connection with the carriage by air and which are provided, offered, or retailed by Us or a third-party provider, for example but not limited to car hire or hotel accommodation. In certain cases, Additional Services may legally constitute a Package.

ASSIGNMENT ADMINISTRATION FEE: the fee payable per passenger per flight if You assign your claim, as provided for in Paragraph 18.4.2, in the amount specified on the Website at the time of the conclusion of the Contract.

APP: Wizz Air mobile application connected to the Website and operated by or for Wizz Air where Bookings can be made.

APPLICABLE LAW: all laws, statutes, regulations, byelaws, mandatory codes of conduct and mandatory guidelines, including the Convention, applicable to the Booking, your travel with us and any Other Services we provide to you under these Terms.

BAGGAGE: means Your property accompanying You on Your trip as either Checked Baggage, Unchecked Baggage, Extra On-Board Baggage or Personal Property (but excluding any items prohibited from carriage under these Terms).

BAGGAGE IDENTIFICATION TAG: a document issued solely for identification of Your Checked Baggage and which is placed on Your Checked Baggage.

BAGGAGE CLAIM TAG: a document issued solely for identification of Your Checked Baggage, affixed to Your Boarding Pass.

BOOKER: means the individual above the age of consent and having full legal capacity or a legal entity who acts as agent for the Passenger and makes the booking in his/her own name and on his/her own behalf and/or in other Passenger's names and on their behalf. Booker includes also any individual or company paying to us the Total Fare as stated in the Itinerary of a Passenger and travel agencies.

BOOKING: a booking for one or more Wizz Air flights (with any Additional Services if applicable) which is confirmed as accepted by Us.

BOARDING PASS: a document (i) issued at the check-in counter against Your booking code or Your Itinerary and valid Travel Documents; or (ii) printed or downloaded by You or displayed on Your mobile device if You use the App (Passbook or other application with similar function) after completing the online or mobile check-in procedure, permitting You to board the aircraft.

CABIN BAGGAGE: Your Baggage other than Checked Baggage in accordance with these General Conditions of Carriage, included in the Fare, that remains in Your custody for the whole duration of the journey.

CALL CENTRE: customer service provided by telephone, the current telephone numbers of which can be found on the Website.

CANCELLATION FEE: the fee payable by You if You cancel a reservation, as provided for in Paragraph 6.4.1 and in the amount specified on the Website at the time of the conclusion of the Contract.

CHARTER AGREEMENT: a contract for charter carriage concluded in accordance with these General Conditions of Carriage.

CHECKED BAGGAGE: Your Baggage We take over for the purpose of carriage, and for which We have issued a Baggage Identification Tag and a Baggage Claim Tag at the time of take over.

CHECK-IN DEADLINE: the time limit by which You must have completed check-in formalities and received Your Boarding Pass.

CONDITIONS OF CONTRACT: terms contained in Your Itinerary/Ticket and these General Conditions of Carriage.

CONTRACT (FOR CARRIAGE BY AIR): the contract for carriage by air of Passengers and Baggage concluded between You and Wizz Air in accordance with the Conditions of Contract, based on which We carry You and Your Baggage from the Place of Departure to the Place of Destination. The Contract is represented by the Itinerary and the Baggage Identification Tag (if issued).

CONVENTION: The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 as amended and supplemented from time to time and the Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Montreal on 28 May 1999 as amended and supplemented from time to time, whichever is applicable.

COUNTRIES AFFECTED BY CARRIAGE: those countries in which the Place of Departure and the Place of Destination are located.

CREW: authorised personnel performing duties on board an aircraft such as pilots, flight attendants, technical and security staff.

DAMAGE: death of, or bodily injury to a Passenger caused by an accident on board an aircraft or during the course of any of the operations of embarking or disembarking. It also means loss, partial loss or other damage to Baggage which occurs during carriage by air or during any period the Baggage is in the charge of the Carrier. Additionally, it means damage occasioned by delay in the carriage by air of Passengers and/or Baggage.

DAY(S): calendar days, including all seven days of the week, provided that, for the purpose of notification, the day on which notice is dispatched shall not be counted in the deadline.

ELECTRONIC TICKET: The electronic entries in Our computerized reservation system evidencing the Itinerary or any other documents or electronic files that have the same value issued by Us.

EU: European Union, including its member states.

EXTRA ON-BOARD BAGGAGE: Your Baggage other than Checked Baggage and Cabin Baggage in accordance with these General Conditions of Carriage, subject to Service Fees, that is carried on-board for the whole duration of the journey.

FARE: price of the carriage by air from the Place of Departure to the Place of Destination. The Fare includes taxes and charges (including anticipated airport charges and governmental taxes), one piece of Cabin Baggage and the available lowest amount of Fees for Other Services unavoidable for the purpose of booking.

FEES FOR OTHER SERVICES/SERVICE FEES: the fees payable for various services in connection with the carriage by air, as set out on the Website except the Seat Protection Fee, the Cancellation Fee, the Wizz Discount Club fee, and the fee payable for Additional Services.

GENERAL CONDITIONS OF CARRIAGE: the provisions applicable to the carriage by air of Passengers and Baggage performed by Wizz Air as set out in these General Conditions of Carriage, and also referred to as **TERMS**.

ITINERARY: (i) the document containing some key information issued to Passengers following full payment of the Total Fare to Wizz Air or (ii) in case of any changes in the booking by the Passenger, the document issued to the Passenger as the acceptance of such changes by Wizz Air.

LIMITED RELEASE TAG: the document declaring Our limited liability for Checked Baggage that is in any way damaged or not of appropriate size or condition, or contains fragile items accepted by us for carriage and issued at the time of take-over of such Baggage.

MINOR: Passenger who is aged under 14 years old at the time of travel and where an **INFANT** is a child whose age is under two, but who is not less than two weeks old and a **CHILD** is over the age of two years old and under the age of 14 years old, more than one Child being **CHILDREN**.

MISSED FLIGHT FEE: means the fee payable in certain cases where You miss Your flight and wish to transfer to another flight operated by Us. The amount of the fee is defined on the Website.

OTHER SERVICES: means any products and/or services purchased by You which are provided, offered, or retailed by Us or a third-party provider, other than those in respect of the Contract for Carriage by Air or Additional Services.

PASSENGER: means any person or persons on a Booking carried or to be carried on a Wizz Air flight (other than members of Crew).

PASSENGER WITH REDUCED MOBILITY OR REQUIRING SPECIAL ASSISTANCE (“PRM”): means any passenger whose mobility is reduced due to physical incapacity (sensory or locomotory), intellectual impairment, age, illness, or any other cause of disability when using transport and whose situation needs special attention.

PERSONAL PROPERTY(IES): means those items listed in Paragraph 15.3.5 of these General Conditions of Carriage that You may take on board, in addition to Unchecked Baggage, free of charge.

PLACE OF DEPARTURE: the airport indicated on the Itinerary and in Our database as the starting point of the carriage by air.

PLACE OF DESTINATION: the destination airport of the carriage by air indicated as such on the Itinerary and in Our database.

PRIVACY POLICY: policy on Our Website regulating the handling of personal data provided by You or the Booker to Wizz Air.

RECOGNISED ASSISTANCE DOG means:

Assistance dog for blind and visually impaired persons

Assistance dog for persons with reduced mobility

Assistance dog for people with hearing loss

Seizure alert dog

Service dog assisting disabled persons

REGULATION 261: Regulation (EC) No. 261/2004 of the European Parliament and Council, as amended or supplemented from time to time.

REGULATION 2027/97: Regulation (EC) No 2027/97 of the Council of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air (as amended by Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002).

SCHEDULE: the arrival and departure times of individual flights as determined by Wizz Air and published on the Website.

SDR: Special Drawing Right as defined by the International Monetary Fund. (The current value of this currency unit can be found on the IMF Website – www.imf.org – and in the financial pages of major newspapers.)

SEAT PROTECTION FEE: the fee payable by You in the amount set out on the Website at the time of the conclusion of the Contract if Wizz Air exercises its right to cancel Your booking in accordance with these General Conditions of Carriage; or You cancel the booking as set out in Paragraph 6.4.2.

SERVICE PROVIDER: means a third-party provider offering, providing, conducting or retailing Additional Services, including if it is provided in association or in the name of any other third party.

TARIFFS: the published fares, fees and related Terms which have been filed, where required, with the appropriate authorities, where details of such are available on the Website, both regarding the Total Fare and the respective conditions and fees for various services provided by Us; and other regulations of Wizz Air. Further information about Our Tariffs can be found on Our Website at: [https://wizzair.com/en-gb/information-and-services/prices-discounts/all-services-fees#/.](https://wizzair.com/en-gb/information-and-services/prices-discounts/all-services-fees#/)

TICKET: either a paper document evidencing the Itinerary or, alternatively, an Electronic Ticket.

TOTAL FARE: the price payable for all services provided to You by Wizz Air, which includes the Fare for the carriage by air and the Fees for Other Services or fees for any other service You purchased on the Website.

TRAVEL DOCUMENTS: documents required by the Countries Affected by Carriage for crossing the border, transiting and/or staying in the given state.

UNCHECKED BAGGAGE: Your Baggage other than Checked Baggage in accordance with these General Conditions of Carriage that is carried on-board for the whole duration of the journey.

WEBSITE: www.wizzair.com

3. Applicability, Choice of Law and Jurisdiction

3.1. General Provisions

3.1.1. Except as otherwise provided by the Convention or Applicable Law, your contract of carriage with Us and these General Conditions of Carriage shall be governed by and interpreted in accordance with the federal laws of the United Arab Emirates and laws of the Emirate of Abu Dhabi.

3.1.2. These Terms will apply to any flight stated on the Itinerary as operated by Wizz Air as carrier (irrespective of who is the operating air carrier) and to any flight otherwise performed by Wizz Air.

- 3.1.3. In addition to these Terms, if you purchase Additional Services provided by or through us through another Service Provider, specific other terms and conditions may apply to those services wherein You should ensure that You have read both these Terms, all related information and notices and the terms and conditions for any Additional Services supplied by the relevant Service Provider, before You complete Your transaction with Us or the Service Provider (respectively). The terms are shown at the time of booking and in your booking confirmation(s) for those services and in some cases, on our Website. To find out more please visit our Website.
- 3.1.4. In certain cases purchased Additional Services may render your Booking to be Package Travel. In such a case, in addition to the provisions of these Terms as well as specific other terms as described in Paragraph 22 may also apply.
- 3.1.5. If You purchase Additional Services after the completion of Your Booking which do not constitute Package Travel, then the contract for any Additional Services is concluded between You and the respective Service Provider and We shall have no liability to You in relation to the provision or performance of those Additional Services. The price for any Additional Services is offered solely by the relevant Service Provider. By accepting any quote and effecting payment through the Website, You also authorise WizzAir to receive your payment and remit it on your behalf to the relevant Service Provider. In some cases, the fee for Additional Services is payable by You directly to the Service Provider.

3.2. Charter Carriage

- 3.2.1. If carriage is performed pursuant to a Charter Agreement, these Terms apply only to the extent they are incorporated, by reference or otherwise, in the Charter Agreement or Booking (together with such amendments as may be set out in the charter ticket or the charter regulation in Paragraph 22).

3.3. Choice of Law and Jurisdiction

- 3.3.1. Except as otherwise provided by the Convention or Applicable Law, your contract of carriage with Us and these general conditions of carriage shall be governed by and interpreted in accordance with the federal laws of the United Arab Emirates and laws of the Emirate of Abu Dhabi.

3.3.2. The courts of Abu Dhabi, United Arab Emirates, shall have non-exclusive jurisdiction in any contractual or non-contractual dispute arising out of or in connection with this contract including, without limitation, its formation, validity, and termination.

Provided that:

- (i) If you are a consumer resident in a Member State of the EU, you may also be able to bring proceedings in the courts of that Member State; and
- (ii) For claims made under the Convention and Regulation 2027/97, you may also be able to bring proceedings before the courts of the place of flight's destination. If the claim relates to death or injury, then a further option would include the courts of the passenger's place of residence.

3.3.3.

These General Conditions of Carriage are applicable unless they are inconsistent with Our Tariffs or with the laws which apply to Your Contract, in which case the Tariff or applicable law will apply. If any provision of these General Conditions of Carriage becomes invalid, illegal, or unenforceable under any applicable law, the other provisions will still apply.

4. Booking

4.1. Making a Booking

4.1.1. Flights can be booked directly with us through the Website, our App, or our Call Centre or at our Ticketing Desk at the airport (if available).

4.1.2. Booking will not be final without payment of the Total Fare at the time of booking, unless otherwise set out herein. We reserve the right to cancel your Booking if the Total Fare is not fully paid.

4.1.3. Unless You have chosen to use our flexible travel partner service, You are required to provide Us with Your full name as it is included in Your Travel Document. If You fail to do so when booking or within 2 hours from the booking via Our Call Centre, a name change administration fee may be paid for the change of the name of the Passenger, the charge for which is detailed on the Website, App and in Our Call Centre. Please see Our Website for further details on Our flexible travel partner service.

- 4.1.4. You are required to provide us with contact information, (telephone number/s and email address/es), at which You shall be contactable at all times. It is your responsibility to ensure that the contact information provided is and remains accurate and that you regularly check your email address (inbox and junk mail). We shall not be liable for any damages arising from Your failure to comply with the above requirements.
- 4.1.5. If the Booker is not a Passenger or the Booker is making a booking for additional Passengers, the Booker shall be deemed to, acting as an agent, accept these Terms on behalf and in the name of the Passenger(s) named in the booking and, by placing that booking, represents and warrants to us that it has full and valid authorisation from the Passenger to do so. All Bookings (together with their Itineraries) shall be subject to these Terms and shall be binding on both the Booker and the Passenger named in the Booking.
- 4.1.6. Furthermore, if the Booker is not a Passenger and the Booker's contact details are provided in Your booking You agree that the Booker:
- (i) shall be responsible for receiving and relaying any and all communications from Us or Our Service Providers concerning the booking to all Passengers; and
 - (ii) UNLESS INSTRUCTED OTHERWISE IN WRITING BY THE BOOKER OR PASSENGER, WE SHALL ASSUME THAT THE BOOKER HAS VALID AUTHORISATION FROM THAT PASSENGER TO RECEIVE ANY REFUND AND, WHERE APPLICABLE, INCIDENTAL EXPENSES OR COMPENSATION DUE AND PAYABLE UNDER THE BOOKING. WE SHALL HAVE NO RESPONSIBILITY FOR ENSURING THAT SUCH AMOUNTS ARE REMITTED OR OTHERWISE TRANSFERRED BY THE BOOKER TO THE PASSENGER.
- 4.1.7. If You are a PRM and/or require special assistance (including, but not limited to the carriage of a recognised assistance dog), You are required to inform Us about Your physical disability or reduced mobility and the type of mobility or other aid You wish to transport or You need, or any changes thereof, 48 hours before the scheduled time of departure of Your flight either by calling our Call Center on the dedicated phone numbers or by using the dedicated email address. For the phone number and the email address, please visit the Website.
- 4.1.8. Should You wish to carry special Baggage or items of conditional carriage, You shall call Our Call Centre and notify your request accordingly (see Paragraph 15.5). For further information please visit Our Website.

4.2. Making a Booking through Agents

- 4.2.1. Booking by the Agent shall be made through the WIZZ agency account or through the Call Centre.
- 4.2.2. In the case of Contracted agencies, booking shall be made as specified in the contract concluded between the Contracted agency and Wizz Air.
- 4.2.3. The Agent or Agency shall provide (1) (and where there are subsequent changes, update) their contact details (including email address, mailing address, and telephone number) for the Agency; and (2) the direct telephone number of the Passenger in the booking made by the Agency through the WIZZ agency account.
- 4.2.4. All Agents and Agencies shall comply with terms and conditions prescribed in the present General Conditions of Carriage and those defined in WIZZ agency account Terms and Conditions as well as ensuring that You are also made aware of the Terms in advance of confirmation of Booking. By placing a booking, the Agent or, as applicable, Agency represents and warrants to us that it has informed and provided the Passenger with a copy of these Terms and that it has full and valid authorisation from the Passenger to accept these Terms on behalf and in the name of the Passenger and to bind the Passenger to them.

4.3. Booking for a Group

- 4.3.1. You can make a standard Booking for up to 11 Passengers on our Website. For Bookings of more than 11 Passengers, You must contact us via a separate form, further details of which can be found on Our Website.
- 4.3.2. If two or more members of the group are PRMs and/or require special assistance, You are required to inform Us about Your physical disability or reduced mobility and the type of mobility or other aid You wish to transport or You need, or any changes thereof, 48 hours before the scheduled time of departure of Your flight either by calling our Call Center on the dedicated phone numbers or by using the dedicated email address, unless specified otherwise. For the phone number and the email address, please visit the Website.

4.4. Booking Confirmation

- 4.4.1. Upon the payment of the Total Fare, we will confirm Your Booking and issue the Itinerary.
- 4.4.2. The Itinerary (in the case of carriage of Baggage, the Baggage Identification Tag) certifies the agreement of the Contract for Carriage by Air between You and Us and no separate ticket will be issued.
- 4.4.3. We will provide carriage to the person(s) (i.e., Passenger(s)) named in the Itinerary and you may be required to produce appropriate identification.
- 4.4.4. Any agreed changes to Your booking will be contained in a new Itinerary. In such case the newly issued Itinerary will certify the Contract for Carriage as of its issuance.
- 4.4.5. You may request the substitution (re-sending) of Your Itinerary or Your booking code by calling Our Call Centre. We may charge You an administration fee for this service.
- 4.4.6. If you think you have made a Booking but have not received Itinerary and Booking Confirmation, please contact Our Call Center.

5. Fares and Payment

5.1. Our Fares

Fares are for your specific flights only. Our fares cover your air transport from airport to airport only and do not include ground transport or any other extras, unless stated otherwise.

5.2. Total Fare

The amount of the Fare and Total Fare are calculated in accordance with the amounts effective at the time of Booking with respect to the given carriage as indicated on the Website or App. The Fare and the Total Fare (including but not limited to Fees) shall not be influenced by the change of these amounts between the date of Booking and the date of commencement of travel (except when you change your Booking and as set out at Paragraph 4.4.4).

5.3. Taxes and Charges

- 5.3.1. Unless expressly stated otherwise, We pay all taxes and charges relating to Your Booking, which are incurred up until the time of the confirmation of Your Booking, i.e. the issuance of the Itinerary. All such taxes and charges are non-refundable.
- 5.3.2. Our prices do not include any other third-party fees and charges for costs we incur to provide our services (such as airport and security charges, maintenance fees etc.). We bear the costs for these services.
- 5.3.3. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Itinerary issuance (i.e. after the confirmation of Your Booking). By accepting these General Conditions of Carriage, You agree that You will pay any of taxes, charges or fees (including Fees for Additional Services and any Other Services) relevant to Your Booking imposed by governments, other authorities or by airport operators between the date of issue of the Itinerary (i.e. after the confirmation of your Booking) and that of Your travel, with retroactive effect, as the case may be. If You do not pay these amounts, We are entitled to refuse Your carriage in accordance with Paragraph 13. In case the Total Fare is significantly increased as a result of new or increased amount of taxes, charges or fees imposed by governments, other authorities or by airport operators, You are entitled to cancel Your booking and to a refund of the Total Fare.
- 5.3.4. VAT is not charged on fares or fees relating to international flights. For domestic flights we pay all VAT relating to your Booking, therefore we do not collect any specific payment from You for this reason.

5.4. Fees

- 5.4.1. Our Fees are available on our Website. We reserve the right to amend Our Fees. Upon request You will be provided with information on Our Fees in Our Call Centre.
- 5.4.2. Our employees, servants and agents are obliged to comply with Our Fees.
- 5.4.3. IF YOU MAKE A BOOKING AND/OR BUY ANY OF THE ADDITIONAL SERVICES OR OTHER SERVICES:
 - (i) AT OUR TICKETING GROUND HANDLING AGENT AT THE AIRPORT, YOU MAY BE REQUIRED TO PAY AN ADDITIONAL FEE TO OUR AGENT IN ADDITION TO

THE RELEVANT SERVICE FEE SET OUT ON THE WEBSITE OR APP. INFORMATION ABOUT ANY ADDITIONAL FEES CHARGED BY OUR AGENT IS AVAILABLE FROM THE AGENT AT THE AIRPORT;

- (ii) THROUGH THE CALL CENTRE, YOU MUST PAY AN ADDITIONAL FEE IN ADDITION TO THE RELEVANT SERVICE FEE SET OUT ON OUR WEBSITE OR BY CALLING OUR CALL CENTRE.

5.5. Fees for Additional Services and any Other Services

- 5.5.1. Some Additional Services and Other Services can be purchased by You after Your booking is made.
- 5.5.2. Purchase can be made via the Website, App and – subject to Paragraph 5.4.3 (i), and 5.4.3 (ii) – at the airport or through the Call Center, depending on the type of service.
- 5.5.3. The Fees for Additional Services and/or Other Services may change after the date of booking. The Fees for Additional Services and/or Other Services shall be the Fee applicable at the date of the purchase, details of which are available on Our Website, App or from Our Call Centre.

5.6. Currency

- 5.6.1. The Fare, Fees for Additional Services and Fees for Other Services will be invoiced and payable in the currency of the Place of Departure, unless We indicate another currency at or before the time of payment (e.g. because of the non-convertibility of the currency of the Place of Departure) or You choose to pay in a different currency.
- 5.6.2. The Fare and Fees payable in a given currency on Our Website are valid only if that given currency is the currency of the Place of Departure as defined by Us at the time you make your Booking.
- 5.6.3. You can choose to pay in a different currency when making your Booking, and the Total Fare will be converted by Us with the relevant amount in the chosen different currency being displayed to you in the course of the Booking.

5.7. Payment

- 5.7.1. Unless we tell You otherwise, the Booker must pay the Total Fare in full at the time of making your Booking. We must receive the Total Fare in the currency indicated by Us, within the timeframe provided, otherwise Your booking will be invalid and cancelled by Us.
- 5.7.2. In some cases, for example when taxes and charges are incurred between the issuance of the Itinerary (i.e. after the confirmation of Your Booking) and Your travel, You will be required to pay taxes and charges separately upon request. You will be notified of such a request when booking. Some airports may require payment of airport charges, at the airport.
- 5.7.3. You are liable for the payment of the Total Fare, even if it or any part thereof was initially paid for You by a third party.
- 5.7.4. When booking via the Website or App, the Booker must complete the payment within the time period indicated. When booking through our Call Centre, You must complete the payment via the PCI-compliant interactive voice response system.
- 5.7.5. Payment methods may differ as specified on the Website or App (and may include Wizz Air gift vouchers or WIZZ credits as set out therein).
- 5.7.6. Bank transfer is available for payment of the Total Fare for Bookings originating in certain countries. For details, please check our Website. You are responsible for any charges or costs in connection with the payment of Your Booking via bank transfer.
- 5.7.7. Should we consider Your payment to be at a high risk of fraud, We will contact you directly through the telephone numbers provided in your Booking, to verify the Booking and payment details. If We are unable to contact You, or you cannot verify the payment or Booking details, We reserve the right to cancel Your Booking and refund You the Total Fare. Notwithstanding anything contained in this clause, we assume no responsibility for monitoring or verifying your payments for potential fraud and any such action taken by us is at our independent discretion.

- 5.7.8. IF YOU PAY BY CREDIT OR DEBIT CARD, THE AMOUNT CHARGED TO YOUR CARD MAY DIFFER FROM THE FINAL PRICE IN OUR BOOKING CONFIRMATION AS A RESULT OF CURRENCY CONVERSION DIFFERENCES IN THE INTERNATIONAL CARD PAYMENT PROCESSING SYSTEM. We are not responsible for these differences.
- 5.7.9. We will return any non-identified payments to the original payment account. All costs associated with this return bank transfer shall be borne by You.
- 5.7.10. We will issue an invoice for the Total Fare, exclusively by electronic means. The invoice will be sent only to the email which was provided by You when making your Booking. You may request a paper copy of the invoice through our Call Centre, for an additional fee. You may request a modified invoice containing different invoicing details than those provided upon booking for which You might be charged a fee.
- 5.7.11. When paying by bank transfer, unless otherwise specified by Us, You are limited to two Bookings at a time per one Wizz Account.
- 5.7.12. If You do not receive a Booking confirmation from Us to the email address provided in your Wizz Air account within 5 days of booking, You must contact the Call Centre to verify the validity of Your Booking.

5.8. Refunds

- 5.8.1. Our fares and fees are non-refundable, so if you cancel, miss, or do not take your flight you will not receive a refund, except as otherwise stated in these Terms. In case of the amendment of the Contract of Carriage by Wizz Air, the rules set out in Paragraph 6.3 will apply.
- 5.8.2. If an immediate family member (mother, father, grandparent, child, grandchild, sister, brother, wife, husband, common law partner) dies within a month before the scheduled time of departure of a flight in Your Booking, you may claim a refund equal to the fare you paid for the flights which you did not take as a result of that death, plus any associated taxes, fees and charges that you paid. You must make your claim within one month following that death and provide a copy of the death certificate.

- 5.8.3. If someone on your group booking becomes seriously ill and is unable to travel, or if they pass away before your trip, We will refund you the total amount for everyone travelling on your Booking. You must supply suitable evidence of the serious illness or death before the date you were due to travel.
- 5.8.4. In the event that We cancel your flight, or change the route or scheduled flight times included in Your Itinerary in accordance with Paragraph 6.3, You may cancel the Contract and You are entitled to a refund of the Total Fare.

6. Making changes to your Booking

6.1. Schedule

- 6.1.1. THE TIMES FOR DEPARTURE AND ARRIVAL SHOWN IN OUR SCHEDULE AND ELSEWHERE ARE NOT GUARANTEED AND THEY DO NOT FORM PART OF YOUR CONTRACT OF CARRIAGE WITH US. SUBJECT TO THIS PARAGRAPH, WE RESERVE THE RIGHT TO CHANGE THEM.
- 6.1.2. We are not responsible for errors or omissions in timetables or other information released by third parties about the dates or times or operation of any flight.

6.2. Point-to-point flights

- 6.2.1. Wizz Air is a point-to-point carrier and we do not operate connecting or 'through tickets' for our flights or the flights of other carriers in relation to our scheduled commercial flights.
- 6.2.2. If You have booked an onward flight with Us or another carrier, this represents a separate contract of carriage. We do not guarantee or accept liability for missed onward carriage on a subsequent flight. Where you choose to book such an onward flight, you are responsible for ensuring that you comply with all check-in, baggage and travel document requirements for that flight.
- 6.2.3. We require you to have the right to enter the country of arrival of your flight. We do not take into account any onward flight you may have, (even if there is an airside transfer route at that arrival airport). We reserve the right to refuse to carry You and/or your Baggage if You fail to provide the necessary Travel Documents.

6.3. Amendment of the Contract of Carriage by Wizz Air

- 6.3.1. We may need to change the scheduled flight time, date or route (including the Place of Departure or Place of Destination) subsequent to issuance of Your Itinerary. We will contact You to inform You of any such change via email, App or by telephone, at the email address or telephone number provided at the time of Your Booking. In case of a change of flight time, date or route, if You accept the changes in any form, the Contract of Carriage between You and Us will be deemed amended accordingly.
- 6.3.2. Except as otherwise provided by the Convention or Regulation 261, or any applicable regulation that may apply from time to time, if after You make Your booking, but before the scheduled departure time of Your flight We cancel your flight or change the scheduled departure time and (i) the change and/or the offered new flight is unacceptable to you, and (ii) we are unable to book you on an alternative flight which is acceptable to You, then upon contacting Our Call Centre, You may choose from the following options:
- 6.3.2.1. We re-book You on another flight operated by Us on the same or – if necessary – a comparable route, within 14 days before or 30 days after the scheduled date of departure of the delayed/cancelled flight, subject to availability of seats; or
- 6.3.2.2. You may cancel Your Booking and request a refund in credit on Your “customer account” for the cancelled flight and for the return sector, if applicable; or
- 6.3.2.3. You may cancel Your Booking and request the refund of the Total Fare paid for the cancelled flight and, if applicable, for the return sector.
- 6.3.2.4. If, after selecting an option from 6.3.2.1 – 6.3.2.3, You wish to change Your choice, You may do so according to the general rules in these Terms, and by paying the relevant fee.
- 6.3.2.5. Please note that in relation to Additional Services and Other Services, in case of cancellation, the cancellation and refund policy of the third-party provider shall apply where applicable.

6.4. Amendment of the Contract of Carriage by You

- 6.4.1. You may cancel Your Booking up to the fourteenth day prior to the scheduled time of departure of Your flight. You will be entitled to a refund of the Total Fare after deduction of the Cancellation Fee.
- 6.4.2. If You cancel Your Booking within fourteen days prior to the scheduled time of departure of Your flight, You will be refunded the amount of the Total Fare after deduction of the Fee for Other Services and the Seat Protection Fee.
- 6.4.3. You can change your flight to another available Wizz Air flight if you pay the associated Service Fee plus the fare difference, if any, for your new flight. This is calculated when you make the change. If the new fare is lower than the original fare, we will not refund you the difference. For more information, please visit the Website.

7. Travelling with Minors

- 7.1. We do not carry Infants who are less than 14 days old on the date of the flight.
- 7.2. We only carry Minors under the age of 14 if they are travelling with an Accompanying Adult, who must be on the same Booking as the Minor.
- 7.3. The fees charged for carriage of Infants are available on the Website or from Our Call Centre.
- 7.4. In any one Booking, there must be at least one Accompanying Adult for every 10 Children that are contained in the Booking.
- 7.5. In some countries the applicable law regarding the travel of Minors may be stricter than the above, in which case those regulations will apply. It is your responsibility to comply with the relevant applicable law.
- 7.6. Document requirements for Minors may vary from country to country. In accordance with Paragraph 11.2 (Travel Documents and Other Requirements) below, it is your responsibility to ensure that all Passengers on the Booking are properly documented.

- 7.7. Infants do not need a separate seat and may sit on an Accompanying Adult's lap. Children cannot sit on an Accompanying Adult's lap and must have a separate seat.
- 7.8. If Your Booking is for return travel and the Infant turns two years old before the date of the return sector, a separate booking must be made for the return travel, as the Child will no longer be considered to be an Infant.
- 7.9. For safety and operational reasons, certain seats are not available to be purchased for a Minor. Only one Infant per seating row may be booked to sit on an Accompanying Adult's lap. A maximum of 15 Infants can be carried on board the same aircraft for safety reasons.
- 7.10. You cannot be an Accompanying Adult for more than one Infant, and only one Infant can sit on Your lap.
- 7.11. If you are travelling with a Minor, you must take full responsibility for them throughout your journey. You must ensure that they are adequately and securely seated on board. You may not ask a passenger who is not on your Booking to accept responsibility for a Minor at any time during the course of embarkation, carriage by air or disembarkation.

8. Special Assistance

8.1. Booking requirements for Special assistance

- 8.1.1. If You require special assistance (including, but not limited to the carriage of a recognized assistance dog), You are required to inform Us in advance according to Paragraph 4.1.7 or 4.3.2 of these Terms.
- 8.1.2. If you have a disability or medical condition that might affect your safety and the safety of the flight, we may request you to take certain appropriate measures, including a requirement to have a companion to accompany You on Your flight.
- 8.1.3. Unless stipulated otherwise by applicable law, the companion must be over the age of sixteen and must be physically capable of helping you in case of an emergency situation.
- 8.1.4. If your special assistance requirements change adversely subsequent to you receiving our agreement to carry you, you must advise us immediately of your change in circumstances and re-seek our further acceptance for carriage.

Passengers who have advised us of any disability or special requirements they may have at the time of the issuance of the Itinerary, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements unless they have failed to comply with these Conditions of Carriage.

8.2. Health conditions

- 8.2.1. AS WE ARE UNABLE TO VERIFY YOUR STATE OF HEALTH, IF YOU HAVE ANY SERIOUS OR CONTAGIOUS DISEASE, OR ANY OTHER CONDITION REQUIRING MEDICAL CARE, IT IS YOUR RESPONSIBILITY TO OBTAIN PROPER MEDICAL ADVICE ON WHETHER YOU ARE FIT TO TRAVEL BY AIR SAFELY. IN ACCORDANCE WITH THE PROVISIONS OF THESE TERMS, WE WILL NOT BE LIABLE FOR ANY ACCIDENTS, DETERIORATION OF HEALTH CONDITIONS (INCLUDING ILLNESS OR INJURY) SUSTAINED BY YOU OR FOR YOUR DEATH DURING TRAVEL BY AIR WHICH ARE DUE TO NOT SEEKING OR NOT FOLLOWING PROPER MEDICAL ADVICE.
- 8.2.2. We reserve the right to require a filled Fit-to-Fly form confirming Your fitness to travel by air, containing explicit medical approval for Your carriage by air, in any of the cases stated herein and in any case where We have reasonable doubt that You can complete the flight safely, without requiring extraordinary medical assistance during the flight. We may require qualified medical or nursing escort if necessary. The Fit-to-Fly form must be issued within 6 days of the flight date.
- 8.2.3. Should You fail to meet the requirements set out anywhere herein (including by failing to provide a Fit-to-Fly form where requested by us), or in case We are unable to provide the conditions set out in Your medical certificate on the aircraft We operate according to the Schedule, We will cancel Your Booking and carriage and refund the Fare after deduction of the Fee for Other Services and the Seat Protection Fee.
- 8.2.4. Pregnant women may not travel on Our flights after the 34th week of pregnancy. In case of a multiple foetus pregnancy, the relevant time limit is the 32nd week of pregnancy. Women who are over their 28th week of pregnancy may only travel on Our flights if they provide Us with a completed Fit-to-Fly form confirming their ability to travel by air. The Fit-to-Fly form must be issued within 6 days of the flight date.

8.3. Carrying Special Medical Equipment

- 8.3.1. We do not accept Passengers on stretchers.
- 8.3.2. Portable Oxygen concentrators (POCs) that do not contain compressed gas or liquid oxygen can be taken on board, subject to providing evidence on the nature of the equipment. Such POCs include the Continuous Positive Airway Pressure (CPAP) containing a ventilation device that blows a gentle stream of air into the nose to keep the airway open; but it does not contain oxygen. These devices are excluded from Our Unchecked Baggage policy and can be taken on board as an additional item. If You carry such device on board, please contact our Call Center at least 48 hours prior to the Scheduled departure of Your flight. For more information please visit Our Website.
- 8.3.3. Breathing aids that contain compressed gas or liquid oxygen cannot be taken onboard the aircraft.
- 8.3.4. We do not accept Passengers travelling with their own oxygen but we will provide medical oxygen to those Passengers who have requested such special assistance during the flight, subject to applicable limits.
- 8.3.5. If You need such assistance, please contact our Call Centre at least 48 hours prior to the Scheduled departure of the flight to arrange this service. For more information please visit Our Website or contact Our Call Centre.

8.4. Travelling with Recognised Assistance Dog

- 8.4.1. Unless the applicable law states otherwise, in case of Special Assistance where You need to travel with your Recognised Assistance Dog, You are entitled to travel with your Recognised Assistance Dog with no additional fee, subject to a limit of one dog per passenger/flight.
- 8.4.2. We do not carry therapy dogs or any emotional support animals.
- 8.4.3. We require You to inform us in accordance with Paragraph 4.1.7 or 4.3.2 of these Terms at least 48 hours before the Scheduled departure in order to organise your travel, such notification including Your provision to Us of the documents referred to in Paragraph 8.4.4 of these Terms.

- 8.4.4. A Recognised Assistance Dog must have official documentation which confirms (1) that your Recognised Assistance Dog meets all applicable veterinary and travel requirements and the vaccination and treatment requirements of the country you are travelling to; and (2) that it is fully trained to assist You as a Recognised Assistance Dog. Further information can be found on Our Website. We are not liable for any guide dog or assistance dog that does not have the correct document needed.
- 8.4.5. You must keep these official documents with You throughout Your entire journey.
- 8.4.6. Your Recognised Assistance Dog is not allowed to occupy any seat on board the aircraft.
- 8.4.7. Any Recognised Assistance Dogs which are not correctly documented, or the documents are not provided prior or during the travel will not be permitted to travel.

9. Seating

- 9.1. We operate an allocated seating system. When You check in (either online, via the mobile App or at the airport), a seat is selected for You free of charge.
- 9.2. Subject to availability, You may select a specific seat by paying the applicable fee:
 - 9.2.1. at the time you are making a Booking; or
 - 9.2.2. if You have completed Your Booking, either via the Website or App; or
 - 9.2.3. at the airport up to 3 hours before the Scheduled time of departure.
- 9.3. Please note that after checking in, You may only upgrade the pre-selected seat to certain seats located in the front rows or the overwing exit rows.
- 9.4. For the purpose of these General Conditions of Carriage the fee payable for seat selection is considered as a Fee for Other Services.
- 9.5. Once You have been boarded You may be requested for operational or safety reasons to change Your allocated seat. In that case, please follow the instructions of the cabin crew in this regard. Should We need to amend Your purchased seat selection, then You will be entitled to the refund of the fee You have paid for the selected seat.

- 9.6. If during the booking You indicated PRM, You can select online check-in, however You cannot print Your Boarding Pass. If You have selected online check-in, please contact our Call Centre for seat-allocation by calling the local phone number dedicated to requests for special assistance or by sending your enquiry to the e-mail address dedicated to requests for special assistance (for the phone numbers and the dedicated email address, please check our Website). After such seat allocation You can print Your Boarding Pass. If You have selected online check-in and You have checked-in but You fail to contact our Call Centre to have Your seat allocated, You must present at the check-in counter at the airport when a seat will be allocated to You, and your Boarding Pass will be printed free of charge.
- 9.7. For safety reasons, there are some seats that are not suitable for all Passengers. These are located in the front row of the aircraft, at the overwing exits, and in the last row.
- 9.8. If You wish to make any changes to Your Booking or to cancel Your Booking, the fees paid by You for allocated seating will not be refunded.
- 9.9. In the event:
- 9.9.1. We change the route or Scheduled flight times/dates included in Your Itinerary or
- 9.9.2. Your flight is cancelled by Us or delayed for more than 5 hours, and You have purchased a seat in relation to the Booking and due to such event You select:
- 9.9.2.1. the cancellation of Your booking, the fee You have paid for a selected seat will be refunded to You.
- 9.9.2.2. re-routing of Your flight, We will either migrate the selected seat to the re-booked flight or allocate You another seat or We will refund You the amount You have paid for the selected seat upon Your request presented at our Call Centre.

In case another seat is allocated to You, the full value of the fee You have paid for the selected seat will be available for You for selecting and purchasing a seat on the rebooked flight instead of the one which has been pre-allocated to You on the rerouted flight.

10. Check-in

- 10.1. If You do not hold an Itinerary when You are checking in, You must provide Your booking code. You will be required to show valid Travel Document(s) upon checking in.
- 10.2. Check-in at the airport is subject to a fee unless it is stated otherwise on the Website.

11. At the airport

11.1. Arrival at the airport

- 11.1.1. You must arrive at the airport sufficiently in advance of the Scheduled flight departure time to complete bag drop (if You have Checked-in Baggages/s) on time, complete all government formalities and security procedures and present Yourself at the gate no later than 30 minutes before your scheduled flight time. Procedures and timings may vary at different airports and for particular flights. It is Your responsibility to ensure that You comply with these formalities, timings and procedures. The Check-In Deadline can be found on our Website and by contacting Our Call Centre. The gate closure time is shown on Your Boarding Pass and on Our Website.
- 11.1.2. You will need to present Your boarding pass and all required Travel Documents. Please see Paragraph 11.2 (Travel Documents and Other Requirements). You must adhere to any security screening checks or procedures required by government or airport officials or by Us. This includes all information We are required to produce to comply with Advanced Passenger Information requirements.

11.2. Travel Documents and Other Requirements

- 11.2.1. We require all Passengers to provide a valid photographic Travel Document at bag drop and/or at the boarding gate for all flights.
- 11.2.2. The Travel Document You use for border control and boarding must be the same You used for check-in.

- 11.2.3. Travel document requirements vary by route, Your nationality and status. Document validity periods apply, which may be longer than Your intended stay. Requirements may also differ for Children and those travelling with them. Please note we cannot give advice on your specific circumstances and it is your sole responsibility to familiarize with, and ensure that your Travel Documents meet, the requirements of the countries of your travel.
- 11.2.4. You are solely responsible for checking and complying with all Applicable Laws and document requirements (including entry and exit visas or permits, health, medical and other documents) of any countries You are flying to, from or through. You are also responsible for checking government foreign travel advice which may affect Your trip. Prior to travel, you must present all Travel Documents and all other 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 refuse carriage if you have not complied with these requirements, or your Travel Documents do not appear to be in order.
- 11.2.5. If You are required to hold a valid visa to enter the country, You must be holding one prior to the Check-In Deadline. Should You fail to comply with this requirement, We will not be liable for any damage or costs resulting from such failure.
- 11.2.6. We shall not be liable to you in connection with obtaining and maintaining the necessary travel documents (or your failure to do so) or your failure to comply with Applicable Laws, requirements, or these Terms. Your submission of Your Advanced Passenger Information does not mean that You are accepted or eligible to enter any state or territory. We reserve the right to refuse carriage to any Passenger we reasonably believe has not complied with, or whose documents We reasonably believe do not comply with, such requirements, or whose travel documents we believe to be false or where We are instructed by government authorities to do so.
- 11.2.7. Should We be obliged to pay any fines, penalties or should any expenditure incur to Us due to Your failure to comply with the rules mentioned in Paragraph 11, You shall reimburse these costs to Us upon Our request. You shall also bear the costs of the transportation from the state that does not permit entry. We will not reimburse You the proportion of the Fare that relates to the carriage to the state not permitting Your entry.

11.3. Customs Clearance and Security Control

- 11.3.1. You must complete all immigration or other security formalities and customs clearance required for Your flight. If You fail to comply with such requirements, We will refuse Your carriage, cancel Your Booking and upon Your request to Us, refund the Total Fare after deducting the amounts of the Fee for Other Services and the Seat Protection Fee.
- 11.3.2. You must submit Yourself to the security checks carried out by governmental or airport authorities of the Countries Affected by Carriage, by the operator of the airport and by Us.
- 11.3.3. If Applicable Law requires, You must be present at the inspection of Your Baggage carried out by the customs authorities or other authority officials. We will not be liable to you for any loss or damage suffered by you (including to your baggage) in the course of such inspection or through your failure to comply with this requirement.
- 11.3.4. To the extent permitted by law, We disclaim all liability for damages arising from inspections set out in this Article 11 and/or Your refusal to submit Yourself or Your Baggage to such inspections.

11.4. Boarding

- 11.4.1. If You are entitled to priority boarding for Your flight, You may join the priority queue at bag drop and for boarding the aircraft. Whether You are entitled to priority boarding will be stated on Your Boarding Pass.
- 11.4.2. You should make sure to be at the boarding gate when boarding begins to use priority boarding. We do not guarantee that priority boarding will always enable You to board in order of priority as boarding processes are always subject to operational requirements.

11.5. Missed Flight

- 11.5.1. If You miss Your flight, You can request a transfer to the next Wizz Air flight to the same destination that has availability by paying a Missed Flight Fee. To do this, you must present Yourself, with valid documents, to Our ticketing agent at

the Place of Departure within 30 minutes following your missed flight's scheduled departure time, providing the following conditions are met:

11.5.2. If You checked in online, You missed the Check-in Deadline with Your baggage if You have Checked Baggage or You missed the boarding time at the gate;

OR

11.5.3. If You selected airport check-in, You presented yourself at the Place of Departure but missed the check-in deadline.

11.6. IF YOU SELECTED AIRPORT CHECK-IN AND CHECKED-IN ON TIME BUT YOU MISSED THE BOARDING TIME AT THE GATE, YOU MUST MAKE A NEW BOOKING AND CANNOT REBOOK UNDER PARAGRAPH 11.5.1.

11.7. If You rebook Your flight in accordance with Paragraph 11.5.1 and You select airport check-in for Your rebooked flight, We will charge a non-refundable handling fee in addition to the Missed Flight Fee, payable at the time of the rebooking.

11.8. If You rebook Your flight in accordance with Paragraph 11.5.1, then the Total Fare of Your original flight will not be refunded.

12. Code of Conduct

12.1. In accordance with the Applicable Law, the captain is in command of the aircraft and every person on board must obey their lawful commands. You must comply with the instructions of the Crew at all times during the carriage.

12.2. If You conduct yourself on board the aircraft or at the airport so as to:

12.2.1. endanger the aircraft or any person or property on board or at the airport; and/or

12.2.2. obstruct the Crew or ground crew in the performance of their duties; and/or

12.2.3. fail to comply with any instruction of the Crew or ground crew; and/or

12.2.4. use any threatening, abusive or insulting words towards the Crew, ground crew or other Passengers or behave in any of these ways towards the Crew, ground crew or other Passengers; and/or

- 12.2.5. behave in a disorderly, unpredictable, unsafe, or aggressive manner or in a manner to which another Passenger or person may reasonably object,

We may take such measures as We deem necessary to prevent continuation of such conduct, including Your restraint or removal from the aircraft or the airport, as well as termination of Your continued travel on a flight and/or carriage on future flight/s. You may also be prosecuted for offences committed on board the aircraft or at the airport. You will be liable to Us for all costs or expenses arising from or consequential to your improper conduct onboard the aircraft or at the airport, including any costs arising from a diversion or damage due to your behaviour. If a diversion has been necessitated by a Passenger's behaviour, resolution of the issue may involve handing over those Passengers to security or legal enforcement agents at the diversion point. We may take such action as We deem appropriate to recover such costs from You. We may also refuse to accept future Bookings for You in these circumstances until any costs outstanding are repaid and/or until such time as We are satisfied that You pose no further risk to other Passengers or our Crew or ground crew.

- 12.3. In accordance with civil aviation safety requirements, all Our flights are non-smoking. Smoking of any kind, including e-cigarettes, is prohibited on board Our aircraft. Any attempt of smoking may result in severe criminal consequences being brought against You and damages caused will be claimed against You by Us. Furthermore, in such cases We reserve the right to refuse any further carriage of You and Your Baggage and cancel Your Booking(s).
- 12.4. Passengers are prohibited from consuming alcohol on Our flights other than alcohol that the Passenger has purchased from Us on board. At Our sole discretion, we reserve the right to serve alcohol on board Our aircraft and to deny serving alcohol to any Passenger on board.
- 12.5. For safety reasons, We may forbid or limit the use of any electronic equipment, including but not limited to, cellular phones, laptop computers, portable recorders, electronic readers and tablet computers, electronic games or transmitting devices, radio-controlled toys and walkie-talkies on board the aircraft. Operation of hearing aids and pacemakers is permitted, while other portable electronic devices can be operated in flight mode only.

13. Refusal of Carriage

- 13.1. We may refuse to carry You and/or your Baggage, or remove You from a flight if you have already boarded, without any liability on our part, if:
 - 13.1.1. You or Your Baggage may put the safety of the aircraft or the health or safety of any person in the aircraft or airport in danger or at risk;
 - 13.1.2. carrying you or your baggage may affect the comfort of any person in the aircraft.
 - 13.1.3. You are under the influence of alcohol or drugs in the airport or on board the aircraft;
 - 13.1.4. You have smoked or attempted to smoke in the airport (other than in permitted areas) or on board the aircraft;
 - 13.1.5. You are, or there is good reason to believe you are, in unlawful possession of drugs;
 - 13.1.6. Your mental or physical state is perceived to be a danger or risk to yourself, the aircraft or any other person on or around it, or you have failed to meet government, public health body, or other government enforcement body, health requirements applicable for the country you are travelling to;
 - 13.1.7. You have caused harm to, injured, or used threatening, abusive, insulting, obscene or lewd language or behavior towards a member of our staff, ground crew or any Passengers;
 - 13.1.8. You have made a bomb threat or other security threat;
 - 13.1.9. Your behaviour has created a reasonable suspicion of a misdemeanour or a crime or you have committed a criminal offence during the Booking process, the check-in or boarding process, or at the airport or on board the aircraft;
 - 13.1.10. You are perceived as a hazard or risk to yourself or other persons or to property;
 - 13.1.11. You have not observed Our instructions with respect to safety or security, either on board the aircraft or at the airport;
 - 13.1.12. you have put the safety of either the aircraft or any person in it in danger

- 13.1.13. You have violated the Code of Conduct;
- 13.1.14. You have refused to submit to a security check of Yourself or your Baggage;
- 13.1.15. You refused to go through immigration and/or customs formalities;
- 13.1.16. Your physical state, Your clothes or behaviour frighten, disgust or scandalize those on board or boarding the Aircraft;
- 13.1.17. You have a medical illness or condition that requires a Fit-to-Fly form from your doctor confirming your fitness to fly and you do not present a valid certificate, or otherwise you do not satisfy us that you are fit to fly;
- 13.1.18. You require specific assistance outside the services We offer to people with a disability (please see Paragraph 8 and our Special Assistance page for more details);
- 13.1.19. You failed to provide the necessary Travel Documents;
- 13.1.20. If you have refused to give your Travel Documents to a member of the crew of the aircraft, when we have asked you to do so
- 13.1.21. If you have refused to allow us to photocopy your Travel Documents
- 13.1.22. If you destroy your Travel Documents during the flight or before boarding
- 13.1.23. We are instructed to do so by government authorities (including in relation to your Advanced Passenger Information);
- 13.1.24. You fail to present a valid ticket;
- 13.1.25. any documentation presented by You:
 - 13.1.25.1. has been acquired unlawfully or has been purchased from an entity other than Us or Our authorised agent;
 - 13.1.25.2. has been reported as being lost or stolen;
 - 13.1.25.3. is counterfeit or the subject of payment fraud; or

13.1.25.4. has been altered by anyone other than Us or our authorised agent, or has been mutilated;

and in any such case we reserve the right to retain such documentation;

13.1.26. The person presenting themselves at bag drop or the gate cannot prove that they are the Passenger named on the Booking;

13.1.27. You have tampered with, or deliberately caused damage to, the aircraft or any safety equipment, or have attempted to access any controlled areas without authorisation;

13.1.28. We reasonably consider that carriage of You and/or Your Baggage may compromise safety or security;

13.1.29. You have not paid the applicable Fare, taxes, charges, or Fees for Additional Services and/or Other Services;

13.1.30. You owe Us any money in respect of a flight(s);

13.1.31. You have failed to check-in by the Check-In Deadline;

13.1.32. You have failed to arrive at the boarding gate on time;

13.1.33. You have violated our Website Terms of Use;

13.1.34. You have behaved in a way mentioned above on or in connection with a previous flight and we believe you may repeat this behaviour;

13.1.35. Such action is necessary in order to comply with any Applicable Law.

14. Onboard

14.1. At our sole discretion, We may offer drinks, light snacks and duty free items for sale on Our flights. We cannot guarantee an allergen-free environment on board Our flights.

14.2. Except for what has been purchased by You on Our flights, You are not permitted to consume alcohol onboard.

14.3. We may at our discretion and at any time may limit or refuse to offer alcohol to You.

14.4. Smoking is not permitted on any part of the aircraft, including the lavatories.

15. Baggage

15.1. Checked Baggage

15.1.1. Each piece of Checked Baggage must weigh no more than 32 kilograms. The maximum dimensions for one piece of Checked Baggage are: 149 x 119 x 171 cm. We will refuse the carriage of Checked Baggage above these limits. We reserve the right to limit the number of items of Checked Baggage per passenger. Further information on any such restrictions in force will be available on our website or from our call centre.

15.1.2. WE WILL CHARGE A HANDLING FEE FOR EACH PIECE OF CHECKED BAGGAGE. THE AMOUNT OF THIS FEE IS AVAILABLE ON OUR WEBSITE OR FROM OUR CALL CENTRE. SUBJECT 15.1.1, IF THE TOTAL WEIGHT OF YOUR CHECKED BAGGAGE EXCEEDS THE CHECKED BAGGAGE ALLOWANCE YOU SELECTED, WE WILL CHARGE AN EXCESS FEE FOR EACH KILOGRAM EXCESS AT THE RATE PREVAILING ON THE DAY OF TRAVEL. THE AMOUNT OF THESE FEES IS AVAILABLE ON THE WEBSITE OR FROM OUR CALL CENTRE. WE WILL REFUSE THE CARRIAGE OF CHECKED BAGGAGE IF THE APPROPRIATE HANDLING AND/OR EXCESS FEE IS NOT PAID. WE HEREBY EXCLUDE ALL LIABILITY FOR DAMAGES ARISING FROM SUCH REFUSAL.

15.1.3. Prams and wheelchairs shall be checked in with other Baggage and will be carried free of charge, if the user of the equipment is travelling.

15.1.4. When We accept Your Baggage for carriage as Checked Baggage, We will take custody of it and issue a Baggage Identification Tag and a Baggage Claim Tag for each piece of Checked Baggage. You must keep each Baggage Identification Tag and Baggage Claim Tag as proof of having checked it in.

15.1.5. Your Checked Baggage will be carried on the same aircraft as You, unless this is not possible due to reasons of safety. In this latter case, your Checked Baggage will be transported on a later flight.

15.1.6. IF YOUR CHECKED BAGGAGE CONTAINS ANY OF THE FOLLOWING ITEMS:

15.1.6.1. cash, securities;

15.1.6.2. jewellery, precious metal, precious and semi-precious stones;

15.1.6.3. computer, camera, video camera, cellular phone and any other electronic or technical appliances and their accessories;

- 15.1.6.4. official, business or private documents;
- 15.1.6.5. travel or other identity documents;
- 15.1.6.6. keys;
- 15.1.6.7. liquid;
- 15.1.6.8. medicine;
- 15.1.6.9. perishable items;
- 15.1.6.10. pieces of art and fine arts; or

IT IS YOUR RESPONSIBILITY TO TAKE INTO ACCOUNT THAT THEY MAY NOT BE SUITABLE FOR AIR TRAVEL AND MAY BE SUBJECT TO DAMAGE OR DETERIORATION AS A RESULT OF THE CONDITIONS OF AIR TRAVEL. WE WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DELAY, LOSS, OR DAMAGE TO SUCH ITEMS.

- 15.2. Some airports may have further policy restrictions. In such cases the airport's regulations prevail.

15.3. Cabin Baggage and Unchecked Baggage

- 15.3.1. EACH PASSENGER MAY ONLY CARRY ONE PIECE OF CABIN BAGGAGE. THE CABIN BAGGAGE MUST NOT EXCEED 40X30X20 CM, EXCLUDING HANDLES AND WHEELS. A MAXIMUM OF 5CM EXTRA IS PERMITTED FOR WHEELS OF ANY CABIN BAGGAGE. THE DIMENSIONS SPECIFIED IN THIS PARAGRAPH INCLUDE SIDE POCKETS OF ANY CABIN BAGGAGE.
- 15.3.2. Certain optional Wizz Air services permit You to carry an extra On-board Baggage not exceeding the dimension of 55x40x23 cm (handles and wheels excluded but with a maximum of 5 cm extra for wheels) and weight of 10 kg, in addition to the Cabin Baggage.
- 15.3.3. IF THE SIZE AND/OR WEIGHT OF YOUR UNCHECKED BAGGAGE, REFERRED TO IN 15.3.1 OR 15.3.2 EXCEEDS THE ABOVE LIMITATIONS, THE CARRIAGE OF SUCH OVERSIZED/OVERWEIGHT UNCHECKED BAGGAGE IS SOLELY SUBJECT TO THE PAYMENT OF THE EXCESS FEE (OVERSIZE/OVERWEIGHT FEE) AT THE BOARDING GATE SPECIFIED ON OUR WEBSITE. WE RESERVE THE RIGHT TO CARRY ANY OVERSIZE/OVERWEIGHT UNCHECKED BAGGAGE AS CHECKED BAGGAGE.
- 15.3.4. If necessary due to operational and/or safety reasons, We reserve the right to carry any Unchecked Baggage compliant with the above size and weight limitations free of charge in the cargo compartment. This provision is not applicable to Personal Properties according to 15.3.5.

15.3.5. In addition to Unchecked Baggage You may take the following small size Personal Properties on board without paying a separate fee:

- 15.3.5.1. coat or a blanket;
- 15.3.5.2. a cellular phone;
- 15.3.5.3. reading material for the flight;
- 15.3.5.4. for children under the age of two: food for the flight;
- 15.3.5.5. duty free items bought in the airside departure lounge, after passing through the security check;
- 15.3.5.6. a pair of crutches for the physically disabled;
- 15.3.5.7. rear-facing infant car seat equipped with inside seat belt, if the Infant travels on a separate purchased aircraft seat, and the car seat is equipped with a latch which enables it to be securely fastened with the passenger seat belt.

15.3.6. Some airports may have further policy restrictions regarding Unchecked Baggage and Personal Properties and which may be more restrictive than the above. In such cases the airport's regulations prevail.

15.3.7. At certain airports the relevant fee may only be paid by using a credit or debit card. For the list of such airports You shall consult Our Website or call Our Call Centre. Should We fail to update this list of airports on Our Website, We are not liable for any damages arising directly from such failure as defined in these General Conditions of Carriage and the relevant laws.

15.3.8. You shall store Your Unchecked Baggage and other items taken on board in such a way that the aisles and emergency exits are left clear, in compliance with the instructions of the Crew.

15.4. Dangerous Goods

15.4.1. THE FOLLOWING ITEMS ARE EXCLUDED FROM CARRIAGE (THESE MUST NOT BE PLACED IN YOUR CHECKED OR UNCHECKED BAGGAGE OR TAKEN WITH YOU AS PERSONAL PROPERTY):

- 15.4.1.1. weapons and explosives including weapons of hunting or those used for sports purposes as defined by the law of any of the Countries Affected by Carriage listed in the Itinerary;
- 15.4.1.2. any item or substance that looks like a weapon or explosive;
- 15.4.1.3. flammable substance (except: alcoholic beverages, hair spray, perfume, cologne);

- 15.4.1.4. radioactive materials;
- 15.4.1.5. condensed gas (except: CO₂ used for moving artificial limb; container of inflammable gas used for self-inflating lifejacket);
- 15.4.1.6. poisonous or infectious substance;
- 15.4.1.7. corrosives (except: mercury in thermometers, barometer, wheelchair battery);
- 15.4.1.8. security type briefcases, attaché cases or suitcases with built-in alarm devices containing lithium batteries or pyrotechnical material;
- 15.4.1.9. items and materials that endanger safety of the aircraft, or the life, health, bodily integrity or property of those on board (such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations);
- 15.4.1.10. any item or material that is forbidden under the rules and regulations of the Countries Affected by Carriage;
- 15.4.1.11. any item that is not suitable 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;
- 15.4.1.12. remains of human body;
- 15.4.1.13. live animals (including pets, insects, reptiles, or any other form of livestock), with the exception of recognised assistance dogs;
- 15.4.1.14. any items 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 with certain further restrictions. For details on the restrictions please visit the Website.

SHOULD YOU ATTEMPT TO TAKE ANY OF THESE MATERIALS OR ITEMS WITH YOU, WE MAY DENY CARRIAGE OF YOUR BAGGAGE AND/OR YOU.

If, despite being prohibited, any items referred to in this article 15.4 are included in your Baggage, we shall not be responsible for any delay, loss, or damage to such items.

- 15.4.2. In addition to 15.4.1 Your Unchecked Baggage or Personal Property must not contain knives, scissors, blades, cutlery, darts, syringes or any other sharp object or any item which in Our opinion could be used as a weapon.

15.4.3. Your Unchecked Baggage or Personal Property may only contain items not excluded from carriage and only in such quantity and packaging as determined by the effective laws and safety regulations from time to time.

15.5. Items of Conditional Carriage

15.5.1. Should You wish to carry any of the following items, You are required to inform Us about Your intention at the time of booking:

- 15.5.1.1. fragile items;
- 15.5.1.2. materials of unpleasant nature;
- 15.5.1.3. dry cell non spillable battery operated wheelchair (only as Checked Baggage);
- 15.5.1.4. other special items including but not limited to sport equipment (for example bicycle, ski, snowboard, golf, diving and surf equipment, fishing outfit and so on), horns and trophies, vaulting poles, musical instruments, etc.

You are required to inform Us about Your intention to carry any of the above items through Our Call Centre. You are entitled to carry such items only with Our consent.

15.5.2. Should You wish to carry any item mentioned in Paragraphs 15.5.1.2, 15.5.1.3 and 15.5.1.4, You will be required to pay a fee according to the Tariffs. For details You shall consult Our Website or call Our Call Centre.

15.5.3. Should You fail to report and obtain Our consent for the carriage of the items mentioned in Paragraph 15.5.1, We may deny the carriage and/or will not be liable for any delay of and damage to such items.

15.5.4. Notwithstanding any permission which we may give, the carriage of any fragile items (whether by inclusion in your Checked Baggage, Unchecked Baggage or otherwise) is entirely at your risk and you fully understand and acknowledge the presence and nature of the risks involved. We shall have no liability whatsoever for any damages or other deterioration which such fragile items may suffer or occasion during or in connection with such carriage. Baggage containing fragile items may be carried as Checked Baggage only with Limited Release Tag.

15.6. Animals

We do not carry live animals on Our flights, except for Recognised Assistance Dogs. For further information on rules regarding Recognised Assistance Dogs please refer to Paragraph 8.4.

15.7. Right to Refuse Carriage of Your Baggage

We may refuse carriage of any item or material considered by Us to be unsuitable for carriage because of its size, shape, weight, content, character, packing, or for safety and security reasons, or the comfort of other passengers.

15.8. Right to Search Baggage

For safety and security, We may request that You permit a search of Your clothing or Your Baggage. If You are not present or are otherwise unavailable, Your Baggage may be searched in Your absence for the purpose of determining whether Your Baggage contains any items or materials set out in Paragraphs 15.4 or 15.5. If You are unwilling to comply with such request, We may refuse to carry You and/or Your Baggage. We shall not be liable for any damage to Your baggage caused by such a search, to the extent permitted under the relevant legal provisions.

15.9. Delivery and Collection of Checked Baggage

15.9.1. Baggage is delivered at the airports via baggage delivery terminals and not personally. It is Your responsibility to collect Your Baggage at these terminals. We are not liable for Baggage after its delivery. We may control Your Baggage Identification Tags and Baggage Claim Tags at all times. Unclaimed Baggage in Our custody will only be handed over to a person who produces the Baggage Claim Tag matching the Baggage Identification Tag. If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

15.9.2. You shall collect Your Checked Baggage as soon as it is made available to You.

15.9.3. Should You fail to collect Your Baggage or Personal Properties, We will store it for 90 days and will charge You a storage fee. If they are not claimed within that time period, We may dispose of it without any liability to you. If We can identify You

on the basis of Your Baggage or Personal Properties, We will notify You at the contact details You provided of the intention to dispose of the uncollected items and when such disposal has happened. We shall have no liability to You for any damages to your uncollected luggage during storage or disposal.

16. Disruptions

- 16.1. Except for Your rights under these Terms or Applicable Law, the flight times shown on our Schedule, Website or elsewhere are not guaranteed.
- 16.2. At any time after a Booking has been made, We may need to change our Schedules or cancel, divert, deny boarding or delay any flight. This may include changes for reasons of safety, required regulatory approvals, or for other commercial or operational reasons.
- 16.3. If We make a cancellation or significant change, We will contact the Booker about this as soon as we reasonably can using the contact details we have in the Booking. If you are a Booker, it is your responsibility to contact all other Passengers on the Booking about any such change.
- 16.4. Nothing in these Terms affects Your rights under Applicable Law. Please see our Website for more details about Your rights and support information for disrupted services.

17. Liability

17.1. General

- 17.1.1. These Terms govern Our liability to You and in some cases, Your liability to Us. The liability of any third party carrier on whose ticket or booking you are travelling will be determined by that other carrier's own conditions of carriage.
- 17.1.2. In many cases, our liability in relation to Your carriage by Us is governed by the rules under the Convention and any other Applicable Law will apply. WHERE APPLICABLE, OUR LIABILITY FOR DEATH OR INJURY, FOR DESTRUCTION OR LOSS, OR DAMAGE TO, BAGGAGE, AND FOR DELAY WILL BE LIMITED IN ACCORDANCE WITH THE CONVENTION AND AS SET OUT WITHIN THESE TERMS, (THE CONVENTION PREVAILING WHERE THERE IS ANY CONFLICT) AND OUR LIABILITY AMOUNT WILL NOT EXCEED PROVEN DAMAGES IN ANY EVENT.

- 17.1.3. If We prove that the damage claimed was caused or contributed to, by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, We will be wholly or partly exonerated from liability in accordance with the Applicable Law.
- 17.1.4. Except where otherwise provided in the Convention or in these Terms, We shall have no liability for any damage caused by You or by Your Baggage and You shall be responsible for any such damage caused to other persons or to other persons' (including Our) property.
- 17.1.5. Where applicable, the Contract of Carriage, these General Conditions of Carriage and exclusions and limits of liability also apply to Our employees, servants and agents where they act within the scope of their employment and provided they have not acted recklessly or with intent to cause damage. Where involved, the aggregate of the amounts recoverable from US, Our employees, servants and agents may not exceed the applicable limits of liability as outlined in these Terms.
- 17.1.6. Unless otherwise provided by the Convention or any mandatory provisions of any Applicable Law we are not liable for loss of profit, indirect or consequential damage or losses.

17.2. Liability for Baggage

- 17.2.1. We are not liable for any damage to Your unchecked cabin baggage or personal items, except to the extent the damage resulted from Our fault.
- 17.2.2. In respect of Checked Baggage, We shall be liable to you for its destruction, loss or damage (where such is beyond normal wear and tear as part of air transportation) during the time it was in Our charge and to the extent that damage did not result from the inherent defect, quality or vice of the Checked Baggage or Your fault, such as over-loading or over-packing.
- 17.2.3. Our liability for damage occasioned by delay in the processes associated with carriage by air of Baggage is as provided for by the Convention and We will have a defence to such liability where We can show that We, Our employees, servants or agents took all measures that could reasonably be taken to avoid the damage or if We prove that it was impossible for Us or them to take such measures.

- 17.2.4. We are not liable for damage to, loss, destruction and delay of (i) any items excluded from carriage, (ii) dangerous goods, (iii) any Baggage accepted for carriage with a Limited Release Tag, and (iv) items of conditional carriage, the carriage of which was not reported to Us upon Booking or was not accepted by Us for carriage.
- 17.2.5. We exclude liability for minor damage to the exterior of Your Baggage (such as scratches, soils, staining, dents) that may result from normal wear and tear as part of transportation and only accept such damage as prevents functional use of Your Baggage.
- 17.2.6. In the carriage of Baggage (including Checked Baggage, Unchecked Baggage and Personal Property), in the case of destruction, loss, damage or delay, Our liability is limited to 1288 SDRs for each Passenger unless the Passenger has made, at the time when the Checked Baggage was handed over to Us, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case We will be liable to pay a sum not exceeding the declared and accepted sum, unless We can prove that the sum is greater than the Passenger's actual interest in delivery at destination. Our liability is limited to – 2224 SDRs in relation to each special declaration of interest in delivery.
- 17.2.7. Where the value of the Baggage is greater in value than the limit of 1288 SDRs, you must bring the value of the Baggage to our attention at check-in or you must fully insure the Baggage prior to travel.
- 17.2.8. The limits of liability in Term 17.2.6 do not apply where it is proven that the damage resulted from the act or omission of us or our employees, servants or agents and was done with intent to cause damage or recklessly and with knowledge that damage would probably result, and you prove that our employees, servants, or agents were acting within the scope of their employment.
- 17.2.9. You are responsible for ensuring that You do not leave any items on board when disembarking the aircraft. If You have left an item on board, We advise You to contact the lost and found department at the airport.
- 17.2.10. We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

17.2.11. Unless you prove that the Damage resulted from our act or omission, either done with the intention of causing Damage or recklessly and with the knowledge that Damage would probably result, our liability for Damage to Baggage is limited to provable direct losses and subject to the limitation set out in the Convention.

17.3. Liability for Death, Injury and Delay of Passengers

17.3.1. Under the Convention, We shall be liable to You in the event of an “accident” within the meaning of the Convention, which caused the death or other bodily injury, when the accident took place whilst on board the aircraft or in the operations of embarking or disembarking.

17.3.2. Our liability for death or bodily injury of Passengers is subject to limitations as set out in the Convention and these General Conditions of Carriage. Subject to the claimant’s proof of entitlement under the Applicable Law, we have strict liability for proven damages up to the amount of 128,821 SDRs for each Passenger, unless we can otherwise prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger. Above the level of 128,821 SDRs, we shall also be entitled to the other defences available under the Convention (where applicable to the claim). For claims in excess of 128,821 SDRs, We may be exonerated if We can prove that (i) such damage was not due to Our wrongful act, omission, wilfulness or negligence or that of Our employees, agents or servants or that (ii) such damage was solely due to the wrongful act, omission, wilfulness or negligence of a third party.

17.3.3. Where we prove that the damage was caused or contributed to, by the negligence or other wrongful act or omission of the deceased or injured Passenger, we may be exonerated wholly or in part from our liability in accordance with the Applicable Law.

17.3.4. We shall without delay, and in any event no later than 15 days after the identity of the natural person(s) entitled to compensation has been established, (by a court or otherwise), make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. Such payment shall not be less than the national currency equivalent of 16,000 SDRs per Passenger in the event of death. Making an advance payment shall not constitute recognition or admission of liability. An advance payment may be offset against any subsequent settlement payable on the basis of us being held liable.

- 17.3.5. Advance payment is not refundable unless We subsequently prove that:
- 17.3.5.1. damage was caused by or contributed to by the negligence or other wrongful act or omission of the injured or deceased Passenger; or
 - 17.3.5.2. the person who received the advance payment caused or contributed to, the damage by negligence or other wrongful act or omission; or
 - 17.3.5.3. the person who received the payment was not the person entitled to compensation.
- 17.3.6. Save to the extent that Applicable Law may provide otherwise, where any advance payment paid is returnable for any of the reasons set out in Paragraph 17.3.5 above, the person who received the payment shall make immediate repayment to Us upon the relevant proof being established (in a court or otherwise), together with interest calculated from the date of receipt of the payment by that person until the date of repayment to Us, at the then current judgment rate applicable in the court having jurisdiction.
- 17.3.7. Under the Convention, in the case of damage caused by delay in the carriage of Passengers, Our liability for each Passenger is limited to 5,346 SDRs. We shall not be liable to You where we prove that we, Our employees, servants or agents took all reasonable measures to avoid the damage or it was impossible for Us or them to take such measures.

18. Claims Procedures

18.1. Personal Injury or Death claims

18.1.1. If:

- 18.1.1.1. you have a claim for personal injury; or
- 18.1.1.2. your personal representative has a claim for your death,

you or your personal representative, as applicable, should tell us in writing as soon as possible.

18.2. Baggage Claims

- 18.2.1. If you receive your Baggage without making a complaint and without completion of the Property Irregularity Report (PIR), this will be prima facie evidence that the Baggage was delivered in good condition and according to these Terms, unless you prove otherwise.
- 18.2.2. If your Baggage is damaged, lost or delayed during a flight, you must advise a member of our Ground Crew at the arrival airport as soon as you are aware that it has been damaged, lost, or delayed.
- 18.2.3. If Your Baggage does not arrive with the flight carrying You, You have to make an immediate report before leaving the transit area and complete the PIR (or, if that entails difficulties, a similar document making the particulars of the claim clearly identifiable) as soon as possible.
- 18.2.4. If Your Checked Baggage is damaged or pilfered, You have to make an immediate report and complete the PIR (or, if that entails difficulties, a similar document making the particulars of the claim clearly identifiable) as soon as possible. Should it be impossible to recognize the damage or pilferage upon receipt of the Checked Baggage, You have to make a report subsequently at the airport within 7 days after the receipt.
- 18.2.5. If Your Checked Baggage does not arrive with the flight carrying You and You receive it damaged or pilfered, You have to make a report on damage or pilferage in writing within 21 days after the Baggage has been placed at Your disposal. If We admit the loss of Your Checked Baggage, or if Your Checked Baggage has not arrived at the expiration of 21 days after the date on which it ought to have arrived, You are entitled to enforce Your rights connected to it.
- 18.2.6. If your Baggage is delayed for more than 24 hours on an outbound flight, you can spend a reasonable amount on essential items, for a maximum of three days. To claim this allowance you must submit a claim in writing using our online form within 21 days of the relevant flight. All claims must be supported by documentary evidence (e.g. receipts) of the necessary purchases made.
- 18.2.7. In any event, any claim for damage to, loss or delay of Baggage must be made in writing to Us within the following timeframes:

- 18.2.7.1. in the case of damage to Baggage, as soon as you discover the damage after you have received the Baggage, and at the latest within seven days; and
 - 18.2.7.2. in the case of delay, within 21 days from when the Baggage has been made available to you.
 - 18.2.7.3. Where applicable, should you fail to meet the requirements of the Convention, and fail to make a claim in writing within the aforesaid time-limits as provided in this Term 18.2.7, We will be exempted from liability.
- 18.2.8. Together with your claim you should attach the PIR or make the particulars of your claim clearly identifiable (if the completion of the PIR entails difficulties), and also attach all the documents proving Your claim after arrival at the Place of Destination.
- 18.2.9. Should any damage occur to Your Unchecked Baggage or Personal Property, You are required to make a report on board the aircraft. Should You fail to comply with this requirement We will be exempted from the liability.
- 18.2.10. Subject to the limitations and requirements under the Convention and as otherwise set out herein, should any damage occur to Your Baggage during the carriage by air by Us, You shall arrange for Your Baggage to be repaired and obtain and send Us the receipts for consideration. Should Your Baggage be damaged beyond repair You shall obtain a written confirmation from the repair shop, including indication of the brand and value of Your Baggage for our consideration.

18.3. Regulation 261 Compensation Claims for flights departing from the EU

- 18.3.1. This Article 18.3 will apply to all claims made by you for compensation under EU 261.
- 18.3.2. Passengers should submit claims directly to Wizz Air via the Website and allow us 30 days (or such time as required by Applicable Law, if less) to respond directly to them.

- 18.3.3. Subparagraph 18.3.1 above will not apply to Passengers who do not have the capacity to submit claims themselves. The legal guardian of a Passenger who lacks capacity may submit a claim to us on their behalf. We may request evidence that the legal guardian has authority to submit a claim on the Passenger's behalf.
- 18.3.4. A Passenger may submit a claim to us on behalf of other Passengers on the same Booking. We may request evidence that the Passenger bringing the claim has the permission to do so.
- 18.3.5. Passengers are not prohibited by this section from consulting legal or other third-party advisers before submitting their claim directly to us.
- 18.3.6. Except as specified in Paragraph 18.3.2 and 18.3.3 above, WE WILL NOT PROCESS ANY CLAIM OF COMPENSATION SUBMITTED BY A THIRD PARTY UNLESS THE CLAIM IS ACCOMPANIED BY PROPER AND APPROPRIATE DOCUMENTATION DULY EVIDENCING THE AUTHORITY OF THE THIRD PARTY TO ACT ON YOUR BEHALF.
- 18.3.7. Nothing in this Paragraph prevents you from consulting a legal adviser or other third-party company before you submit your claim directly to us under 18.3.1.
- 18.3.8. BY ACCEPTING THESE GENERAL CONDITIONS OF CARRIAGE YOU EXPRESSLY AGREE THAT ANY COMPENSATION PAYMENT WILL BE MADE TO THE PAYMENT CARD USED TO MAKE THE BOOKING OR TO THE BANK ACCOUNT OF A PASSENGER ON THE BOOKING. WIZZ AIR MAY REQUEST EVIDENCE THAT THE BANK ACCOUNT IS HELD BY THE PASSENGER CONCERNED.

18.4. Customer complaints procedure

For general queries or complaints, please contact us via our Website or Call Centre.

19. Complaints

Complaints relating to the carriage by air (other than baggage claims) must be made in writing as soon as possible following the subject event, but not later than within 2 months from discovering the circumstances giving rise to the complaint (as delay in notification adversely affects our ability to investigate the circumstances). Consideration of a complaint will be in accordance with the Convention and the version of General Conditions of Carriage applicable at the

time of Your booking and contract with Us. We shall not be responsible for any loss or damage arising from Your delay in making a complaint.

20. Limitation of Actions

YOUR RIGHT TO MAKE ANY CLAIM GOVERNED BY THE CONVENTION SHALL BE EXTINGUISHED IF YOU DO NOT BRING AN ACTION WITHIN 2 YEARS FROM THE DATE OF ARRIVAL AT THE DESTINATION, OR FROM THE DATE ON WHICH THE AIRCRAFT OUGHT TO HAVE ARRIVED, OR FROM THE DATE ON WHICH THE CARRIAGE STOPPED. SPECIFIC OTHER NON-CONVENTION LIMITATION PERIODS WILL APPLY DEPENDING ON THE NATURE OF THE CLAIM, JURISDICTION AND APPLICABLE LAW.

21. Data Protection

You understand that we may collect, use and share personal information in the connection with your carriage. Our Privacy Notice available on www.wizzair.com explains: what personal information we collect and when and why we use it; the legal basis for using personal information; how we share personal information with others; how we use personal information for marketing purposes, profiling and analytics; where personal information is transferred globally; how we protect and store personal information; how we use cookies; the legal rights available to help manage your privacy; and how to contact us if you have any questions related to privacy.

22. Charter Regulation

22.1. For charter flights, the provisions of these General Conditions of Carriage shall apply subject to the following differences:

22.2. The following conditions apply for the charter carriage provided by Us:

22.2.1. the Conditions of Contract and other notices set out in Your Itinerary and about which You will be notified orally in the case of a booking made through Our Call Centre;

22.2.1.2. these General Conditions of Carriage;

22.2.1.3.the Convention;

22.2.1.4.the Applicable Law;

22.2.1.5.the Charter Agreement.

- 22.2.2. It is the responsibility of Your travel agent arranging the charter flight to inform You about the conditions applicable to Your carriage. The travel agent will be liable for all damages incurred by the travel agent's failure to inform You accordingly.
- 22.2.3. Your booking is made by Your travel agent who shall provide You with the booking code.
- 22.2.4. Change of route is not permitted. Rules for time change, transferability and cancellation (also due to death of an immediate family member) of Your booking are defined by Your travel agency according to the Charter Agreement concluded with Us.
- 22.2.5. Should You wish to carry special Baggage or items of conditional carriage, You shall inform Your travel agent. It is the responsibility of Your travel agent to submit Your request to Us (see Paragraph 15.5). Should the travel agency fail to comply with the above requirements the travel agency will be solely responsible for damages incurred by its failure to inform Us.
- 22.2.6. Paragraph 9 (Seating) and Paragraph 5 (Fares) of these General Conditions of Carriage do not apply to charter carriage.
- 22.2.7. Claims and complaints (including baggage claims and claims arising out of schedule change, delay, cancellation or diversion) must be submitted to Your travel agent in writing. All time limitations indicated in Paragraph 18 are applicable.
- 22.2.8. The travel agency chartering the flight shall bear all costs incurred due to reasons beyond our control.
- 22.2.9. Notwithstanding in any way, any air passenger rights under Regulation 261, any costs arising from overbooking of flights shall be borne by the travel agency chartering the flight.

22.2.10. If You are entitled to a refund, We will pay it to Your travel agency, therefore You shall submit Your claim to them in writing.

23. Severability

If any provision, or part of any provision, of these Terms is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall be deemed modified to the minimum extent necessary in order to make it valid, legal and enforceable. If such modification is not possible, the provision or part-provision shall be deemed to not form part of these Terms, but the validity and enforceability of the other provisions found in these Terms shall not be affected and shall remain in effect without change.