



TERMS AND CONDITIONS OF TRAVEL – Issue 18 May 2012

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TERMS AND CONDITIONS OF TRAVEL By agreeing to avail of the services provided by Aer Arann and by presenting yourself for travel on Aer Arann flights you agree to the following terms and conditions of travel.

ARTICLE 1: LIABILITY and CONDITIONS OF CONTRACT

1.1

Aer Arann's liability to you will be governed by these Terms and Conditions of Travel. Carriage under these Terms and Conditions is subject to the rules and limitations relating to liability established by the "Convention" (such of the following as may be applicable: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention), the Warsaw Convention as amended at The Hague on 28 September 1955, the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975), the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975), the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975), Guadalajara Supplementary Convention(1961), The Montreal Convention (1999)) unless such carriage is not "international carriage" as defined by that Convention.

1.2

If your journey involves a destination or stop in a country other than the one from which you depart, the Convention may govern the liability of all airlines involved in your journey, including any portion thereof within a single country. The Convention limits the liability of airlines for death or bodily injury and for baggage loss, delay, or damage. Many air carriers, including all European Community air carriers, have waived the Conventions limits for death or bodily injury and the defence that they have taken all necessary measures to avoid the damage for the first 100,000 Special Drawing Rights (as defined in the Convention) of any such claim. In addition, in cases of bodily injury or death, many air carriers will make advance payments to the person entitled to compensation, if required to meet immediate economic needs in proportion to the hardship suffered. Community air carriers make such payments in accordance with Community Law. Other carriers may apply alternate provisions. Aer Arann is not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition. If Aer Arann proves that the damage was caused by, or contributed to by, the negligence of an injured or deceased passenger, Aer Arann may be exonerated wholly or partly from its liability in accordance with applicable law.

1.3

You are referred to the Air Carrier Liability for Passengers and their Baggage under EC Regulation 889/2002.

1.4

You are referred to Aer Arann's Privacy Policy (see the Appendix to Article 14 for the contents of the Privacy Policy) and you by purchasing a ticket to travel with Aer Arann, but subject to the terms of the Privacy Policy you hereby consent to the use of your personal data s for the purposes of:

- making a reservation and issuing a ticket;
- providing you with your travel and any ancillary services which you wish to avail of;
- accounting, billing and auditing;
- verification of credit or other charge cards;
- immigration, security and customs control;
- statistical analysis;

For these purposes, Aer Arann may transmit your personal data to:

- its own offices;
- its Authorised Agents;
- Government agencies;
- other Carriers and service providers involved in providing your transportation or ancillary services;
- credit and charge card companies;
- data processing companies working on behalf of Aer Arann.

Some of these companies/entities may be located outside the European Union.

Aer Arann may also wish to use your personal data to provide you with information which Aer Arann thinks you may find of interest. This may include information about services, products, special offers and promotions offered by Aer Arann, other Carriers and service providers. However, you will be given an opportunity to choose not to receive such information.

ARTICLE 2: PAYMENT INFORMATION

2.1 Currency

Ticket is issued, unless another currency is indicated by Aer Arann or its Authorised Agent at or before the time payment is made.

Euro (cash) will not be accepted in UK airports and Sterling (cash) will not be accepted in Irish/European Airports.

Aer Arann reserves the right to make a refund in the same manner and same currency used to pay for the Ticket.

All payments at Lorient Airport must be by credit or debit card – no cash will be accepted.

2.2 Credit, Charge, Debit Card Handling Fees

Aer Arann levies a handling fee for certain credit and debit cards. The fee is applicable on payment of the initial reservation only and does not apply to subsequent changes, fees, or cancellations. This fee is per person per sector. If a credit/debit/charge card is dishonoured, denied or recharged against Aer Arann an administration fee of €80.00 (in the case of a booking in €) /£50.00 (in the case of a booking in STG£) will additionally be levied in cash to the passenger by Aer Arann . Passengers will not be accepted for travel unless payment is received.

2.3 Fuel Surcharge

Aer Arann levies a fuel surcharge per passenger per sector. This is not applicable on domestic routes.

2.4 Dynamic Currency Conversion (DCC)

Aer Arann uses Dynamic Currency Conversion (DCC). DCC is service which allows credit card transactions to be processed in the cardholder's home currency. The cardholder is given the option to pay in the currency of their card or the on-screen currency applicable to your booking. Although your bank may be able to convert the transaction, they do not disclose the conversion rate, which is typically higher than the rate Aer Arann may process the transaction in. Aer Arann discloses the exact conversion rate, which is based on the Reuters wholesale exchange rate.

If you select the option of paying in your card currency then the on-screen total will subsequently appear on your card statement. After payment has been made in the currency of your choice neither you nor Aer Arann can change to another currency for the same booking. Cardholder's choice of currency is final. The offer is valid for your current booking only and may not be available for later transactions.

2.5 Changes in Fees

Aer Arann reserves the right, without giving reason at its sole discretion, to amend or alter any applicable fees or charges applied at the time of booking or departure.

2.6 Airport Charges

From time to time charges are imposed by third parties. These charges are independent of Aer Arann and are subject to change from time to time.

Notwithstanding that Airport Charges can be imposed from time to time at different airports the Airport Charges include the following:

In the case of passengers departing from Waterford Airport, a €7.00 airport development fee is payable at the time of booking and is included in the fare.

2.7 Notice of Government Imposed Taxes And Fees

The price of your ticket may include taxes and fees which are imposed on air transportation by government authorities, other agencies and the airport. These taxes, fees and charges, which may represent a significant portion of the cost of air travel, are either included in the fare, or shown separately on the itinerary..

You will also be required to pay for newly introduced taxes, fees or charges not already collected or alternatively for the outstanding difference if such taxes, fees or charges have been increased by the relevant authority after you made your booking but before you are due to travel. Please note that these charges are independent of Aer Arann, are not imposed by Aer Arann and will be collected by the same method of payment that you used initially.

ARTICLE 3: RESERVATION CHANGES

3.1 Flight Changes

Flight dates and times can be changed up to 30 minutes prior to Check-In closure, subject to availability, by contacting Aer Arann Reservations (Mon–Fri 9am-7pm, Sat 9am-6pm, Sun & Bank Holidays 10am-4pm), the departure airport or changes can also be made on www.aerarann.com

A minimum change fee applies to all bookings except to Y class fares.

Flight date and time changes require you to pay the difference in price between the original fare paid and the available fare for the new booking at the time. If the available fare is lower on the new flight, no refund will be made.

3.2 Route Changes

Route changes can only be made through Aer Arann Reservations (Mon–Fri 9am-7pm, Sat 9am-6pm, Sun & Bank Holiday 10am-4pm) or the departure airport. Route changes are permitted prior to commencement of outbound sector, up to 30 minutes prior to Check-In closure and restricted to country and currency used at original booking. A fee per person per change transaction is applicable. If the new fare booked is higher than the original fare, an upgrade must also be paid amounting to the difference between the two fares. If the fare available on the new flight is lower than the original fare, no refund will be made.

3.3 Name Changes

Name changes can only be made through Aer Arann Reservations (Mon–Fri 9am-7pm, Sat 9am-6pm, Sun & Bank Holiday 10am-4pm) or at the departure airport. Name changes are permitted prior to commencement of outbound sector, up to 30 minutes prior to check-in closure. A fee per name per booking is applicable.

ARTICLE 4: ITINERARIES/TICKET COLLECTION

Aer Arann provides facilities for the collection of itineraries / tickets at the first departure airport. Where itineraries / tickets are to be collected, it is your responsibility to ensure adequate time is allowed to enable check-in to be performed. Aer Arann takes no responsibility for late arrival at check-in due to delays in the itinerary / ticket issuance process.

ARTICLE 5: SPECIAL ASSISTANCE

5.1 General

Aer Arann encourages disabled passengers and passengers with reduced mobility who require assistance during travel to contact Aer Arann Reservations in advance of their date of travel and advise of their assistance requirements. Aer Arann will make all necessary arrangements and ensure all information is passed to relevant third parties.

Passengers with disabilities who have advised Aer Arann of any special requirements they may have at the time of ticketing, and been accepted by Aer Arann, shall not subsequently be refused carriage on the basis of such disability or special requirements.

Passengers requiring medication for any condition must ensure that they keep sufficient amounts upon their person for the duration of each flight in case it is required at any time.

Aer Arann or the relevant Airport Authorities will provide wheelchair facilities free of charge to any passengers requiring assistance.

5.2 Pregnant Passengers

It is the responsibility of all pregnant passengers to advise Aer Arann of their condition at the time of booking.

Between Ireland and the UK and Domestic flights	Between Ireland and France
Up to 32 weeks: Pregnant passengers can travel without a doctor's certificate	Up to 28 weeks: Pregnant passengers can travel without a doctor's certificate
Between weeks 32-36 weeks: Pregnant passengers must present a letter from their doctor stating they are fit to travel.	Between weeks 28-33 weeks: Pregnant passengers must present a letter from their doctor stating they are fit to travel.
Aer Arann does not carry pregnant passengers who are over 36 weeks	Aer Arann does not carry pregnant passengers who are over 33 weeks

5.3 Oxygen

Passengers cannot travel with their own oxygen for use within the cabin. Aer Arann will supply oxygen to any passenger who requires it for travel, subject to Aer Arann Reservations being advised of its requirement at least 7 days prior to travel. A fee per sector is applicable for the oxygen supplied. Please see Aer Arann fees table on www.aerarann.com. Further, passengers must also produce a recent doctor's letter stating that they are fit to travel without medical assistance within a certain period (covering dates of travel). Passengers requiring oxygen are invited to produce this letter on the day of travel and failure to produce this letter could result in the refusal of travel. (Further specific details are available from the Aer Arann Reservations Centre.) Aer Arann will not be liable for consequences arising from the use of the oxygen supplied.

5.4 Medical Syringes

If for medical reasons, passengers need to inject themselves during the flight (e.g. diabetics) they are permitted to carry epi-pens and syringes in the cabin. They will be asked to produce medical evidence (a doctor's letter will suffice) when they check in or at security screenings and this should be kept with the passenger at all times. If any at stage during the flight the passenger needs to inject him/herself, cabin crew should be notified and the medication will be administered under their supervision

5.5 Carriage of Guide/Assistance Dogs

All assistance dogs carried by Aer Arann must be registered.

ARTICLE 6: IDENTIFICATION FOR TRAVEL

6.1

You are responsible for the presentation of valid travel documentation for immigration and all relevant authorities at your destination and for compliance with all laws and regulations, orders, demands and travel requirements of the countries to be flown from, into or through which you transit. Aer Arann reserves the right to refuse carriage without refund to you in the event that you fail to present valid travel documentation or if you have not complied with legal requirements or your travel documentation does not appear to be in order. Aer Arann shall not be liable for any consequences resulting from your failure to present or obtain such documentation or visas. Aer Arann will only accept valid identification documentation with your photograph (valid passport, a valid national identity card issued by Government of the Country of the European Economic Area). If Aer Arann is required to pay any fine or penalty you incur or any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of any destination country or produce the required documents Aer Arann will seek to be reimbursed on demand of any amount so paid or expenditure so incurred.

6.2

Valid photo identification, in accordance with the detail contained in this Article is required for all Aer Arann flights. Notwithstanding this Aer Arann recommends that you carry a valid passport on all journeys.

6.3 For International & Domestic flights to, from and within Ireland and the U.K

The only accepted forms of photo ID are:

- Valid Passport
- Valid Driving License with photo

- Valid National ID with photo
- Valid International Student Identity Card with photo
- Valid School/College Student card with photo
- Valid Bus pass with photo
- Valid Travel Pass with photo
- Valid Companion Travel Pass with photo
- Valid Garda Age Card with photo
- Valid Work ID with photo
- Fully completed Resident Personal Customer: Certification of Identity (Garda provided ML10 form)

6.4 For flights to and from Continental Europe

The only accepted forms of photo ID for Continental Europe are:

- Valid Passport
- Valid National ID with photo
- Children under the age of 16 (including infants) travelling from Continental Europe to Ireland/UK must have their own passport or ID Card unless they are included on the passport of the passenger with whom they are travelling

6.5 ID Requirements for Children under the age of 16 years

Note: For Children under the age of 16 years please also refer to Article 9.

- Children under the age of 16 years if travelling with their parent/legal guardian on a flight within Ireland or to the U.K. from Ireland do not need a photo ID, provided that their parent/ legal guardian have valid photo ID.
- Children under the age of 16 travelling from Continental Europe to Ireland/U.K must have their own passport or National ID card unless they are included on the passport of the person with whom they are travelling.
- Children between the ages of 12-16 years travelling **alone** must have their own photo identification.
- Young people between 12–17yrs may travel alone from France but only if they have a valid (i) French Passport or (ii) a National Identity Card accompanied by a City Council certificate with the official seal stating the parent/guardians name(s).
- Where Aer Arann accepts a Child or Young Person travelling alone for travel on its flight the Aer Arann Young Flyers Form of Indemnity must be completed by the parent(s)/guardian(s) at the departure airport.

6.6 Maiden / Marriage Name

Passengers with a reservation in their married name but whose passport states their maiden name must present their marriage certificate showing both names.

ARTICLE 7: CHECK-IN AND BOARDING INFORMATION

7.1 Airport Check-In

For domestic flights Aer Arann recommends that passengers check in 1 hour prior to scheduled departure. For international flights Aer Arann recommends that passengers check in 2 hours prior to scheduled departure. Check-in closes 30 minutes prior to scheduled departure.

Check-in at Manchester airport opens one (1) hour and thirty (30) minutes prior to scheduled departure.

Check-in closes at Sligo, Donegal, London City and Knock Airports 20 minutes prior to scheduled departure.

7.2 Online check in

Online check-in is available on certain routes. Where appropriate (and subject to the restrictions hereunder) passengers can check-in online from 72 hours up to 3 hours prior to scheduled flight departure on www.aerarann.com.

Passengers who cannot avail of online check-in:

- Passengers travelling with baggage that needs to be checked-in.
- Children up to 16 years travelling alone
- Passengers travelling with infants
- Passengers travelling with mobility equipment (including children's buggies)
- Passengers who require special assistance at the airport
- Pregnant Passengers (over 28 weeks)

7.3 Boarding

Passengers should be at the boarding gate at least 20 minutes prior to departure. Boarding closes 10 minutes prior to departure. Passengers arriving late to the boarding gate will not be accepted for travel. Aer Arann reserves the right to cancel your reservation without refund, in such circumstances. Aer Arann may cancel the

seat reserved for a passenger if the passenger fails to arrive at the boarding gate in time. Aer Arann will not be liable to you for any loss or expense incurred due to failure to comply with check-in deadlines or to arrive at the boarding gate in time.

ARTICLE 8: BAGGAGE INFORMATION

8.1 Checked Baggage.

Aer Arann requires that all Checked Baggage (means Baggage of which Aer Arann takes custody and for which Aer Arann has issued a ticket) is clearly identifiable with your name, address and contact numbers or alternatively your flight confirmation number. Failure to comply with this requirement could result in a significant delay in the delivery of your baggage should it be misplaced.

Aer Arann advises that you have suitable private insurance cover for travel.

Certain items are not permitted for carriage in Checked Baggage. These are listed in Section 8.8 - Dangerous Articles in Baggage.

8.1.1 Checked Baggage allowance

- Aer Arann charges Check Baggage fees on all routes with the exception of flights operating between Isle of Man and London City. And flights between London City and Isle of Man
- For routes where Checked Baggage fees are applicable Aer Arann allows a standard Checked Baggage allowance of 20kg per passenger (but excluding infant passengers).
- Isle of Man/London City route has a baggage allowance of 20kg per passenger. Checked baggage fees are not applicable on this route.
- For all routes the Infant Checked Baggage weight allowance is 7kgs. This allowance excludes the Stroller/ Buggy Allowance – subject to 1 piece of infant equipment being permitted per infant and carried free of charge.
- When pre-booking Checked Baggage a maximum of 4 bags per passenger, subject to the size restrictions hereunder, can be booked on the website or through Aer Arann Reservations but subject to the standard Checked Baggage allowance on the applicable route and payment of any applicable fee.
- Subject to the conditions hereunder on weight and size restrictions, excess weight on Checked Baggage will be charged for each additional kilo per flight where it exceeds the standard Checked Baggage allowance for the relevant route.
- Exceptional items such as golf bags will be charged at the applicable rate.
- Subject to advance notification, medical equipment, including wheelchairs, is carried free of charge.
- For health and safety reasons, the maximum total weight for any one piece of Checked Baggage is 32 kgs
- The maximum size of any bag/package is (21in/53cm high) x (22in/56cm wide) x (50in/127cm long).

8.1.2 Checked Baggage fees

- Checked Baggage fees are applicable on all routes except flights operating between Isle of Man and London City. And London City and Isle of Man.
- On these routes Checked Baggage weighing in total up to 20kgs will be charged at a reduced fee per bag per flight if bags are booked up to 3 hours prior to departure on www.aerarann.com or with Aer Arann Reservations.
- An increased fee per bag per flight will be charged at the airport on day of departure if a bag has not been pre-booked.

8.1.3 Aer Arann reserves the right to deny boarding to or take payment for baggage at the Boarding Gate from you or other passengers who present themselves for boarding with baggage outside of the specified limits.

8.1.4 Packaging

You are responsible for ensuring that all fragile items (including but not limited to sports equipment, musical instruments, computers / laptops/ notebooks, art, infant equipment etc.) are packaged adequately for air travel in a hard shell robust container or protected suitably. Notwithstanding this Aer Arann reserves the right to refuse to carry any item deemed to be unsuitably packaged and without refund.

Please note therefore, that any minor damage to such items which does not affect the functionality (i.e. 'working order') of the item in question will not be compensated for, as the passenger will be deemed to have accepted the risk that such minor damage can and may occur. Aer Arann accepts no responsibility for such minor cuts, scratches, dents or wear and tear incurred in the course of normal handling.

Aer Arann also does not accept responsibility for any damage caused to or as a result of damage caused to the following items:

- Items that protrude from luggage such as wheels, luggage feet and handles
- Items of a fragile (musical and sporting equipment) or perishable nature
- Over packed bags

- Loss of external locks, zips, pull straps or security straps
- Manufacturer's defects
- Baggage accepted after the check-in closure time.
- Baggage containing valuable items.
- Designer Baggage
- Umbrellas.
- Child's pushchair/buggy.

These items are only carried on a limited release basis: (i.e. entirely 'at your own risk' for loss, damage, or delay). You should therefore ensure that you have suitable private insurance cover for your journey.

8.1.5 Baggage Contents

Aer Arann accepts no responsibility for any of the following items included in

Checked Baggage: money, jewellery, valuable/designer items, fragile items, cameras, computers, mobile phones, lap tops, personal electronic devices (such as I-pods/MP3 players/walkman/discman etc), negotiable papers, securities, medication, precious metals, keys, business documents, passports and other identification documents or samples. These items are only carried at your own risk for loss, damage, or delay. You should ensure that you have suitable private insurance cover for your journey.

8.2 Cabin Baggage

One piece of cabin baggage is permitted per passenger, which must not weigh more than 7 kg and must be small enough to fit comfortably in the overhead bin or under the seat in front, not exceeding 20cm x 28cm x 43cm (8x11x17ins). If your cabin baggage exceeds the limits outlined you will have to check your baggage in and pay the applicable fee.

8.2.1 Cabin Baggage Security Regulations

As per EC Regulation 1546/2006 only very small quantities of liquids and gels may be carried in Cabin Baggage. Containers must be no more than 100 millilitres capacity and sealed in a transparent re-sealable plastic bag. Bags must be less than 1 litre capacity (approx. 20cm x 20cm). One such plastic bag is allowed per passenger. Medicines, special diet products and baby foods are allowed if essential for use during the trip and you may be asked to prove that these products are genuine and necessary.

8.3 Infant Equipment

Infant Equipment including but not limited to prams, buggies, cots, and car seats are considered to be inherently unsuitable for carriage by air. It is possible to carry such items to the aircraft and such items will be loaded as checked baggage at that time.

Aer Arann is prepared to carry such items on an entirely at your own risk for loss, damage, or delay. You should ensure that you have suitable private insurance cover for your journey. Only one piece of infant equipment is permitted per infant booked.

Please note that damage to infant equipment that does not affect the functionality (i.e. 'working order') of the item in question will not be compensated for as the passenger is deemed to accept such minor damage can and may occur in transit to such items.

8.4 Excess Baggage

Excess baggage may be accepted if space is available and on payment of the appropriate excess baggage fees. Aer Arann reserves the right to collect the fees from you for the carriage of any excess baggage on the return flight.

8.5 Musical Instruments

Large delicate musical instruments that exceed Aer Arann's cabin baggage dimensions may be carried in the cabin if a seat for it has been reserved and the appropriate fare paid for it, but subject to permission being granted in advance by Aer Arann. Carriage is subject to space availability and cannot be guaranteed. You should ensure that you have suitable private travel insurance for such instruments.

8.6 Sporting Equipment/Bicycles

The carriage of out of gauge baggage such as sporting equipment, which cannot be checked in the normal manner as it requires special handling (including but not limited to: golf clubs, bicycles, surf boards (max 2 per flight)) is subject to an additional charge.

Aer Arann may refuse carriage of sporting equipment unless it is pre-booked and pre-paid in advance by calling your local reservation centre. The maximum length of any item (including cover) that can be accepted is 6 foot 9 inches / 205 cm. A fee must also be paid for the carriage of such sporting equipment on the return journey. Aer Arann makes no guarantee for the carriage of out of gauge baggage including sporting equipment on your flight. If due to additional space restrictions such out of gauge baggage cannot travel on the flight, it will be carried, on the next service where space is available and can be collected by you at the destination airport upon arrival there. Aer Arann carries such items of sporting equipment at your own risk for

loss, damage, or delay) basis. You should ensure that you have suitable private insurance cover for your journey.

8.7 Sporting Weapons/ Firearms

Aer Arann does not permit the carriage of weapons, firearms or ammunition.

8.8 Dangerous Articles in Baggage

8.8.1 Items prohibited in Cabin or Checked Baggage

Guns, Firearms & Weapons:

Any object capable, or appearing capable, of discharging a projectile or causing injury, including:

- All firearms (pistols, revolvers, rifles, shotguns, etc.),
- Replica and imitation firearms,
- Component parts of firearms (excluding telescopic sighting devices & sights),
- Air pistols, rifles and pellet guns,
- Signal flare pistols,
- Starter pistols,
- Toy guns of all types,
- Ball bearing guns,
- Industrial bolt and nail guns,
- Crossbows and arrows,
- Catapults,
- Harpoon and spear guns,
- Animal humane killers,
- Stun or shocking devices, e.g., cattle prods, ballistic conducted energy weapons (tasers),
- Lighters shaped like a firearm,

Pointed/Edged Weapons and Sharp Objects:

- Ice axes and ice picks,
- Open razors and blades (excluding safety or disposable razors with blades enclosed in cartridges),
- Axes and hatchets,
- Crampons,
- Harpoons and spears,
- Ice Skates
- Lockable or flick knives with blades of any length,
- Ceremonial knives, with blades of more than 6 cm., made of metal or any other material strong enough to be used as a potential weapon,
- Meat cleavers,
- Machetes,
- Sabres, swords and swordsticks,
- Scalpels,
- Scissors with blades more than 6 cm. in length,

Explosives and Flammable Substances;

Any explosive or highly combustible substances which pose a risk to the health of passengers and crew or the security/safety of aircraft or property, including:

- Ammunition,
- Blasting caps,
- Detonators and fuses,
- Explosives and explosive devices,
- Replica or imitation explosive material or devices,
- Mines and other explosive military stores,
- Grenades of all types
- Gas and gas containers, e.g., butane, propane, acetylene, oxygen—in large volume,
- Fireworks,
- Flares in any form and other pyrotechnics (including party poppers and toy caps),
- Christmas Crackers
- Non-safety matches,
- Smoke-generating canisters or cartridges,
- Flammable liquid fuel, e.g., petrol/gasoline, diesel, lighter fluid, alcohol, ethanol,
- Aerosol spray paint,
- Turpentine and paint thinner,
- Alcoholic beverages exceeding 70% by volume (140% proof).
- Items with internal combustion engines: such as chainsaws, model aircraft, and lawnmowers;
- Briefcases and attaché cases with installed alarm devices;
- Vehicle fuel system components which have contained fuel.

Chemical and Toxic Substances;

Any chemical or toxic substances which pose a risk to the health of passengers and crew or the security/safety of aircraft or property, including:

- Disabling or incapacitating sprays, e.g., mace, pepper spray, tear gas,
- Radioactive material, e.g., medicinal or commercial isotopes, Poisons,
- Infectious or biological hazardous material, e.g., infected blood, bacteria and viruses,
- Material capable of spontaneous ignition or combustion,
- Fire extinguishers.
- Acids and Alkalis including Wet Cell batteries, and items containing mercury (e.g. thermometers) or chlorine;
- Oxidizing materials, such as bleaching powder and peroxides;

8.8.2 Items allowed in Checked Baggage only (NOT in cabin baggage)

The following items will not be accepted for carriage in the cabin but can be accepted in checked in baggage once suitably packed:

- Catapults
- Knives with blades or length under 6cm., including letter openers, made of metal or any other material e.g. polycarbonate or ceramic
- Razor blades (both open bladed and safety razors)
- Tradesmen's tools
- Darts
- Scissors
- Hypodermic syringes (unless required for genuine medical reasons, proof of same required e.g. Doctors letter)
- Knitting needles
- Large sporting bats and clubs (e.g. Hurleys, Baseball and Softball bats, Golf clubs, Hockey sticks, Lacrosse sticks, Kayak and canoe paddles, Skateboards, Fishing rods,)
- Billiard, snooker or pool cues.
- Ski and walking/hiking poles

Any sharp objects in checked-in baggage should be securely wrapped to prevent injury to screeners and handling personnel.

8.9 Carriage of Pets

Aer Arann carries domestic pets only. Aer Arann will only agree to do so on your acknowledgement that there may be risks to the health or welfare of your animal or pet which may be caused by the reaction of your animal or pets to flying. Your acknowledgement of this is confirmed by booking and presenting your animal or pet for a flight. Carriage of animals or pets is only permitted on Ireland domestic and on UK flights to and from Ireland. There are some animals or pets which Aer Arann, primarily for welfare grounds, will not accept for travel. These are listed in Clause 8.9.2 below. Rates: the animal or pet and its container and food need to be weighed separately from any other baggage you may have. Carriage of Pets is on a 'Space Available' basis only. Aer Arann reserves the right to refuse to carry your pet up to and including the scheduled departure time.

8.9.1 Conditions of carriage for animals or pets.

If Aer Arann agrees to carry your pet or animal it will do so strictly subject to the following conditions:

8.9.1.1 Preparation of animal or pet for travel

On Aer Arann flights the carriage of animals or pets is permitted in the baggage hold of the aircraft only. Aer Arann will only accept up to 2 animals or pets for travel per flight and it is important to notify Aer Arann well in advance of the date of intended travel to ensure acceptance of carriage. Animals or pets must be presented for carriage in the owner's individual crate(s), which is escape-proof, leak-proof and of sufficient size to allow the animal to stand up, turn around and lie down fully stretched. The maximum dimensions permitted in an Aer Arann aircraft are (21inches / 53cm high) (22 inches / 56cm wide) (50 inches / 127cm long).

8.9.1.2 Documentation

It is strictly your responsibility to ensure that all (if any) documentation required for the transit of the animal or pet by the authorities of the country of departure or arrival, including valid health and vaccination certificates, entry permits and any such other documentation is available for presentation to the appropriate authorities as required. Aer Arann takes no responsibility and accepts no liability for any consequences which may arise as a result of any required documentation being rejected by any authority. Further you agree to compensate Aer Arann for all fines, costs, losses or liabilities reasonably imposed or incurred by Aer Arann as a result of acceptance of carriage of your animal or pet.

8.9.1.3 Liability for carriage of animals or pets

Aer Arann takes no responsibility and accepts no liability for injury to or loss, sickness or death of an animal or pet which Aer Arann has agreed to carry. If Aer Arann agrees to carry your animal or pet on one of its flights then it is strictly subject to your agreement to indemnify Aer Arann against any claim or liability which may arise as a result of carriage which by presenting your animal or pet for travel you hereby agrees to.

8.9.2 Animals or pets which Aer Arann will not accept for travel

- Puppies or kittens or other animals or pets under 10 weeks old.
- An animal that is more than 6 weeks pregnant.
- Animals or pets so sedated, they cannot stand up.
- Certain Restricted Dog Breeds: (including cross-breeds):
Boxer Dogs, Snub-nosed dogs, American Pit Bulls, Pit Bull Terriers, Japanese Tosas, Fila Brasileiros, Togo Argentinos, all Bull dogs, Pugs, Pekinese.

(These snub nosed dogs suffer from respiratory problems that increase with stress and so Aer Arann will not accept them for travel on welfare grounds.)

8.9.3 Guide/Assistance Dogs

Guide/Assistance Dogs accompanying passengers with disabilities will be accepted for travel subject to all entry requirements being fulfilled. This is the passenger's responsibility. Guide/Assistance Dogs must be pre-booked by calling Aer Arann Reservations. Guide/Assistance Dogs are carried free of charge.

8.10 Complaints on Baggage / Regulation (EC) No 889/2002

If your baggage is damaged, delayed, lost or destroyed, you must bring it to the attention of Aer Arann or its ground handling agents as soon as possible and in any event write and complain to Aer Arann within the time limits stated hereafter. In the case of damage to Checked Baggage, you must write and complain within 7 days from the date of which the baggage was placed at your disposal. In the case of delay within 21 days, from the date of which the baggage was placed at your disposal. Aer Arann will not be liable for damage to Cabin Baggage unless such damage is caused by Aer Arann's negligence. Aer Arann's liability in the case of damage, loss or destruction of Checked Baggage is limited to the extent of its legal obligations pursuant to Regulation (EC) No 889/2002.

ARTICLE 9: CARRIAGE OF INFANTS AND YOUNG PEOPLE

(For Photo ID requirements please see Article 6)

9.1 Carriage of Infants

Infants under the age of 2 years may fly on Aer Arann flights provided that they sit on an adult's lap (one infant per adult) and a fee is charged per sector. No baby / car seats are allowed in the cabin of the aircraft. Aer Arann allows a maximum of 8 infants only to be carried on board the aircraft for each flight. If the infant reaches the age of 2 years prior to the return journey they must pay the applicable fare, taxes, fees and charges for that part of the journey.

9.2 Unaccompanied Minors (UMs) and Young Persons (YPs)

Aer Arann will not accept unaccompanied children under 12 years of age for travel on Aer Arann scheduled services.

Children under 12 years of age cannot travel unless accompanied by a person of 16 years of age or older, who will take full responsibility for the child. Aer Arann will accept passengers aged 12-16 inclusive travelling alone but will not provide special assistance for these passengers.

The Aer Arann Young Persons Form of Indemnity must be completed by a parent/guardian for these passengers at each airport of departure.

ARTICLE 10: CONDUCT ABOARD AIRCRAFT

You are not permitted to smoke in any part of an aircraft operated by Aer Arann. You are not permitted to consume your own alcohol aboard an aircraft. Aer Arann reserves the right to refuse to serve or sell alcohol to any passenger on board the aircraft. For safety reasons, Aer Arann may forbid or limit operation aboard the aircraft of electronic equipment, including but not limited to cellular telephones, laptop computers, portable recorders, transmitting devices, radio controlled toys or walkie-talkies, CD players, I-Pods or other similar items, electronic games devices and portable radios. The operation of hearing aids and heart pace makers is permitted.

If, in the reasonable opinion of any member of flight crew, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their

duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, measures as deemed reasonably necessary to prevent continuation of such conduct, including restraint, may be taken by the crew. You may be disembarked and refused onward carriage at any point, and reported to the relevant authorities with a view to having you prosecuted for any criminal offences committed on board the aircraft.

If as a result of your behaviour Aer Arann has to divert the aircraft for the purposes of offloading you, you must pay the costs of the diversion and any fines or penalties imposed on the airline by the government of the country to which Aer Arann has diverted.

ARTICLE 11: RIGHT TO REFUSE CARRIAGE

11.1

Aer Arann reserves the right to refuse to carry you or your baggage at any time.

11.2

Aer Arann may also refuse to carry you or your baggage if one or more of the following have occurred or where it may be reasonable to believe may occur:

- (a) Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- (b) The carriage of you or your baggage may endanger or affect the safety of the aircraft, or the safety, health, comfort of other passengers or crew, including where you might have any contagious infectious condition;
- (c) Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew or to property;
- (d) You have committed misconduct on a previous flight and Aer Arann has reason to believe that such conduct may be repeated;
- (e) You have refused to submit to a security check on you or your baggage.
- (f) You have not paid the applicable fare, taxes, fees or charges;
- (g) You owe Aer Arann any money in respect of a previous flight owing to payment having been dishonoured, denied or recharged against Aer Arann.
- (h) You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight, refuse to surrender your travel documents to the flight crew, against receipt, when so requested or refuse to allow Aer Arann to photocopy your travel documents.
 - (i) You presented a ticket that has been acquired unlawfully, has been purchased from an entity other than Aer Arann or an authorised agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you were the person named in the ticket.
 - (j) You failed to observe Aer Arann's instructions with respect to safety or security.
 - (k) You have used threatening, abusive or insulting words towards Aer Arann's ground staff or agents or crew of the aircraft.
 - (l) You have deliberately interfered with a member of the crew of the aircraft carrying out their duties.
 - (m) You have made a hoax threat relating to bombs, biological or chemical weapons.
 - (n) You have put the safety of either the aircraft or any person in it in danger.
 - (o) You have committed a criminal offence during the check in or boarding process or on board the aircraft.

11.3

If Aer Arann has, in the reasonable exercise of its discretion under this Article refused to carry you on the basis of any of the above, or have removed you en route, Aer Arann may cancel the remaining unused portion of your ticket and you will not be entitled to further carriage or to a refund in respect of the sector(s) covered by the ticket. Aer Arann will not be liable for any consequential loss or damage alleged due to any such refusal to carry or your removal en route.

ARTICLE 12: FLIGHT CANCELLATIONS, RE-ROUTINGS, SCHEDULE CHANGES

12.1 Schedule Changes.

If your flight is rescheduled by more than 30 minutes earlier or later than the original flight time Aer Arann will endeavour to contact you (via phone or email or sms) using the details presented to Aer Arann or its authorised agent at the time of booking. The flight times shown in timetables may change between the date of publication and the date you actually travel. Aer Arann does not guarantee them to you and they do not form part of your contract with Aer Arann. If the time change is greater than 2 hours, and this is unsuitable to you, all monies including taxes will be refunded in full.

12.2 Cancellations

12.2.1 In the event of a cancellation of your flight Aer Arann will endeavour to contact you in advance (via phone or email or sms) through the contact details presented to Aer Arann or its authorised agent at the time of booking. Flight Cancellations are governed by EC Regulation 261/2004. If your flight is cancelled you may be entitled to compensation pursuant to that Regulation.

12.2.2 Compensation is not payable if:

- The flight is cancelled due to the extraordinary circumstances which could not have been avoided, even if all reasonable measures had been taken, such as: political instability, meteorological conditions (weather), unexpected flight safety shortcomings, security risks, strikes and air traffic management decisions.
- You have been advised of the cancellation at least 2 weeks before the scheduled time of departure.
- You have been advised of the cancellation at least 1 week before the scheduled time of departure and offered departure no more than 2 hours earlier and arrival no more than 4 hours later than planned
- Your flight has been cancelled and you have been offered a new time of departure no more that 1 hour earlier and arrival no more than 2 hours later than planned.

12.2.3

If your flight has been cancelled you are also entitled to (A) or (B) below:

(A)

- Reimbursement within 7 days of the full cost of the ticket – for the part of the journey not made and the part of the journey already made, if the flight is no longer of use to the passenger.
- Together with, when relevant, a return flight to the first point of departure at the earliest opportunity, subject to the availability of seats.

OR (B)

- Be re-routed “under comparable transport conditions” to your final destination at the earliest opportunity.
- Be re-routed “under comparable transport conditions” to your final destination at the earliest opportunity at a later date subject to availability of seats.

12.2.4

If you accept the option to the re-routed Aer Arann will offer you (depending on the waiting time for the new flight):

- Light Refreshment Vouchers
- 2 free telephone calls, telex, fax or email messages.
- PA Announcements with up to date information.
- If the new flight time is at least a day after the time of departure previously announced, hotel accommodation and transport to and from hotel is provided.

12.3 Delays to your flight

12.3.1

In the event of an unexpected delay of over 2 hours, Aer Arann will provide the following:

- Light Refreshment Vouchers
- 2 free telephone calls, telex, fax or email message.
- PA Announcements with up to date information.
- If the new flight time is at least a day after the time of departure previously announced, accommodation and transport to hotel will be provided.

12.3.2

Where the delay to your flight is over 5 hours from the Standard Departure Time and you decide to travel Aer Arann will provide the following:

- Light Refreshment Vouchers
- 2 free telephone calls, telex, fax or email messages.
- PA Announcements with up to date information.
- If the new flight time is at least a day after the time of departure previously announced, accommodation and transport to and from hotel is provided.

12.3.3

Where the delay to your flight is over 5 hours from the Standard Departure Time and you decide not to travel Aer Arann will

- Reimburse within 7 days the full cost of the ticket – for the part of the journey not made and the part of the journey already made, if the flight is no longer of use to you.
- Together with when relevant, a return flight at the earliest opportunity, subject to the availability of seats.

12.4 Diversions

Aer Arann will employ its best efforts to carry you and your Baggage with reasonable dispatch. Flights affected by adverse weather conditions or for any other reason may cause disruption to you and other passengers. Aer Arann may without notice divert to alternative airports or offer alternative form of aircraft or surface transport in case of necessity. Unfortunately schedules are subject to change without notice.

12.5 Connecting Flights

Aer Arann accepts no responsibility for connecting flights where passengers hold separate tickets that are not with Aer Arann's agreed interline partners.

ARTICLE 13: REFUNDS POLICY

13.1

Should you have a query regarding an existing reservation prior to departure, please contact Aer Arann Reservations centre on 0818 210 210 (Ireland) 0870 876 76 76 (UK)

13.2

If you wish to explore your options regarding a refund you can contact the Refund Department:

- By email at refunds@aerarann.com
- By writing to: Aer Arann Refunds Department,
1 Northwood Avenue,
Santry,
Dublin 9
Ireland

Please be sure to include:

- Your full name, address and daytime phone number
- A brief explanation of why you are requesting a refund
- The booking reference/confirmation number
- Any other documentation you feel necessary for consideration of your request

13.3

Please note that only flexible Y class fare Aer Arann bookings are refundable. Full details of the fare rules for each sector of the chosen journey can be found at each stage of the booking process. It is your responsibility to check the details thoroughly at the payment stage of the booking process. You have the option, if you are unsure to contact Aer Arann's Reservation centre and one of Aer Arann's advisors will be happy to advise you further. An administration fee per sector per person will be applied where any request for refunds of taxes succeeds.

13.4

All credit/debit card handling fees are non-refundable.

13.5

If you cannot travel due to personnel circumstances (illness etc.) the following options are available through our Reservations Centre prior to original date of departure:

- Change the name on a booking for a fee.
- Change the date on a booking subject to availability for a fee.
- You may choose to cancel their flight and claim through their insurance company.

13.6

In exceptional circumstances such as bereavement (within 45 days of travel date) of an immediate family member, Aer Arann, in its sole discretion may offer a refund or travel credit on production of a death certificate. For information, Aer Arann considers only the following family members as 'immediate: spouse, children, parents, brothers & sisters, grandparents & grandchildren, father/mother-in-law, brother/sister-in-law and son/daughter-in-law.

Note: If any of this happens to a travel companion that you are booked to travel with (on the same PNR) and you no longer wish to/are unable to use your ticket, the same consideration will be given to you.

13.7

Aer Arann can provide you with confirmation of cancelled flight for your insurers. If you require said letter please forward the following documentation, ticket number and passenger reference number to the following address:

Aer Arann
Customer Relations Department,
Caislean
Tully
Inverin
Co Galway
Ireland

13.8

Aer Arann strongly recommends that you obtain suitable insurance to cover all eventualities. If you purchased your ticket from a Travel Agent please send your request for refund directly to them.

ARTICLE 14: SMS MESSAGING




By opting to receive a text message confirmation of your Aer Arann flight booking, you agree to the following Terms and Conditions. Aer Arann refers you to the terms of its Privacy Policy.

Usage of Short Message Service

1. You consent to the use of the mobile telephone number you have provided ("the mobile telephone") for the purposes of allowing Aer Arann notify you of the reservation number and travel itinerary information relating to your online booking.
2. You hereby confirm that the mobile telephone number you have provided is your number or that of a passenger named in the booking process and you hereby indemnify Aer Arann against any claims or liabilities which may arise in the event that the number provided is incorrect or is that of an unrelated third party.
3. You accept that text messages are distributed via the Short Message Service systems of third party mobile phone network providers and, therefore, Aer Arann cannot be held responsible for the successful and timely arrival of the text message to the mobile telephone.
4. Aer Arann does not guarantee full availability or performance of this service and does not accept any liability for transmission delays.
5. Aer Arann will only use the number of the mobile telephone in accordance with its Privacy Policy, the terms of which you accept, and to send important information in relation to your booking.

Aer Arann charges a fee for this service and this fee is non refundable. Aer Arann is not responsible for any additional charges made by mobile phone network providers for the provision of this service.

Appendix 1 – Aer Arann Privacy Policy

To ensure the security of your credit card information when you book flights online with Aer Arann, we use the latest Secure Socket Layer (SSL) technology. SSL is currently the preferred method to securely transfer credit card and other sensitive data over the Internet. The security of our online booking system can be verified by either of these two small padlocks   (Internet Explorer) or this key  (Netscape) that will appear to the right of the bottom toolbar when it comes to inputting sensitive information.

We are committed to ensuring that your personal information that is provided to us online, is kept secure and only used for legitimate purposes. Personal information obtained via our website, or any other Aer Arann website will be used for the purposes of carrying out bookings and communication with you in respect of them and in respect of other services offered by us. This information allows us to process your flight booking and to send through your flight itinerary by email or post.

We may use the information we collect occasionally (with your full permission) to notify you about exciting developments at Aer Arann. This information will not be disclosed to third parties and will be used exclusively by Aer Arann. You will have the opportunity to opt out of these promotional communications at any time or to make changes your personal profile.