

KINGFISHAIR HUNGARY LTD.

## GENERAL CONDITIONS OF CARRIAGE OF PASSENGERS AND BAGGAGE

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### 1. DEFINITIONS AND INTERPRETATION

1.1. The definitions and rules of interpretation in this Article apply in these General Conditions of Carriage:

ADDITIONAL SERVICES means any products and services purchased by You in connection with the carriage by air and which are provided, offered or retailed by third party providers, for example

car hire, hotel accommodation. In certain cases Additional Services may constitute a Package.

**ASSIGNMENT ADMINISTRATION FEE:** the fee payable per passenger per flight if You assign your claim, as provided for in article 14.7.8 and 17.4.9, in the amount specified on the Website at the time of the conclusion of the Contract.

**AGREED STOPPING PLACE:** a landing place indicated as such on the Itinerary and in Our database, which is not considered a Place of Departure or Place of Destination.

**BAGGAGE:** means Your property not excluded from carriage accompanying You on Your trip as Checked Baggage, Unchecked Baggage or Personal Property.

**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.

**BOARDING PASS:** a document (i) issued at the check-in counter against Your reservation 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 KingfishAir mobile application (Passbook or other application with similar function) after completing the online or mobile check-in procedure, permitting You to board the aircraft.

**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 article 6.5.1 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 specified in these General Conditions of Carriage by which You must have completed check-in formalities and received Your Boarding Pass.

**CIVIL CODE:** Hungarian Act V. of 2013 on the Civil Code

**CODE OF CIVIL PROCEDURE:** Hungarian Act CXXX. of 2016 on the Code of Civil Procedure

**CONDITIONS OF CONTRACT:** terms contained in Your Itinerary, these General Conditions of Carriage and the Privacy Notice.

**CONNECTING FLIGHTS:** two or more KingfishAir flight segments per direction booked in the same reservation.

**CONTRACT (FOR CARRIAGE BY AIR):** the contract for carriage by air of Passengers and Baggage concluded between You and KingfishAir 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.

**CONVENTION:** 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.

**COUNTRIES AFFECTED BY CARRIAGE:** those countries in which the Place of Departure, the Place of Destination and any Agreed Stopping Place are located.

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

**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.

**EEA:** European Economic Area, including its member states.

**EU:** European Union, including its member states.

**EXTRA ON-BOARD BAGGAGE (TROLLEY BAG):** Your Baggage other than Checked Baggage and Hand 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.

**EXTRAORDINARY CIRCUMSTANCES:** causes and / or circumstances outside the reasonable control of KingfishAir which could not have been avoided even if all reasonable measures had been taken, such as but not limited to acts of God; political instability; meteorological conditions incompatible with the operation of the flight concerned; security risks, strikes; unexpected flight safety shortcomings and air traffic management decisions which, in relation to a particular aircraft on a particular day give rise to a long delay or the cancellation of one or more flights by that aircraft.

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

**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 KingfishAir 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 KingfishAir as set out in these General Conditions of Carriage.

**GOVERNING LAW:** the laws of Hungary as in force from time to time.

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**GOVERNMENT DECREE/DECREE:** the Hungarian Government Decree 25/1999. (II.12.) on the rules of carriage by air of passengers, as amended from time to time.

**HAND BAGGAGE (CARRY-ON BAG):** 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.

**IATA:** International Air Transport Association.

**INFANT:** a child whose age is under two, but who is not less than two weeks old on the date of travel.

**ITINERARY:** (i) the document issued to Passengers following full payment of the Total Fare to KingfishAir or (ii) in case of any changes in the reservation by the Passenger, the document issued to the Passenger as the acceptance of such changes by KingfishAir. The Itinerary contains the Passenger's

name and the flight details such as the Place of Departure, the Place of Destination and the Agreed Stopping Place if any, departure and arrival times; and sets out references to the Conditions of Contract and other important information. If You make Your reservation through Our Call Centre, You will be notified of a reservation code, and the Itinerary will be faxed, emailed or mailed to You, in accordance with these General Conditions of Carriage.

**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. The tag records the above mentioned deficiencies and characteristics.

**MISSED FLIGHT FEE:** means the fee payable in certain cases described in Article 9.16 if You miss Your flight and wish to transfer to another flight operated by Us. The amount of the fee is defined on the Website.

**PACKAGE/PACKAGE TRAVEL:** means package according to article 2 § 6) of the Package Travel Decree, with the exception of article 13, in which cases KingfishAir is considered as organiser or retailer of the package. In case the combination of the selected Additional Services constitutes a Package, KingfishAir notifies You during the booking.

**PACKAGE TRAVEL DECREE:** the Hungarian Government Decree 472/2017. (XII.28) on the rules of contracts for travel services and in particular contracts for package travel and linked travel arrangements.

**PASSENGER, YOU, YOUR or YOURSELF:** the person named as the passenger in the Itinerary carried or to be carried in an aircraft with Our consent.

**PASSENGER WITH REDUCED MOBILITY OR REQUIRING SPECIAL ASSISTANCE:** 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 14.1.4 of these General Conditions of Carriage that You may take on board, in addition to Unchecked Baggage, free of charge.

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**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 NOTICE:** policy on Our Website regulating the handling of personal data provided by You or the Reserver to KingfishAir.

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

**RESERVER** 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, and who undertakes the obligations set out in Clauses 6.1.4 - 6.1.7. Reserver includes also any individual or company paying to us the Total Fare as stated in the Itinerary of a Passenger and travel agencies.

**SCHEDULE:** the arrival and departure times of individual flights as determined by KingfishAir 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](http://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 KingfishAir exercises its right to cancel Your reservation in accordance with these General Conditions of Carriage; or You cancel the reservation as set out in clause 6.5.2.

**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:** rules and conditions available on the Website regarding the Total Fare and the conditions, fees and charges for various services provided by Us; and other regulations of KingfishAir.

Further information about Our Tariffs can be found on Our Website on the link

<https://KingfishAirair.com/en-gb/information-and-services/prices-discounts/all-services-fees#/>.

**TOTAL FARE:** the price payable for all services provided to You by KingfishAir, 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:** KingfishAirair.com

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**WE, OUR, OURSELVES, US, KingfishAir:** refers to KingfishAir Hungary Ltd. and its employees, servants and agents.

1.2. Article headings and titles are only for convenience and shall not affect the interpretation of these General Conditions of Carriage.

1.3. Any phrase introduced by the terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall

be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. APPLICABILITY

### 2.1. General Provisions

2.1.1. The provisions of these General Conditions of Carriage form part of the Contract as in effect on the date of issue of the Itinerary apply to the Contract if KingfishAir is indicated in Your Itinerary as the carrier.

2.1.2. In addition to the provisions of these General Conditions of Carriage, General Conditions on Package Travel also apply, if You have purchased Package Travel from Us.

2.1.3. In addition to these applicable General Conditions of Carriage, each Service Provider will have

its own applicable terms and conditions, which govern its products. Even if the purchased Additional Services constitute a Package Travel, each services and products have its own applicable terms and conditions, which govern them. Please ensure that You have read both these General Conditions of Carriage, 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).

## 2.2. Charter Carriage

2.2.1. If carriage is performed pursuant to a Charter Agreement, these General Conditions of Carriage apply only to the extent or with the amendments as set out in the charter ticket or the charter regulation in Article 19.

## 2.3. Legal Inconsistency

In case any provision of these General Conditions of Carriage is inconsistent with the mandatory provisions of any applicable law, the applicable law will apply. The other provisions of these General Conditions of Carriage shall nevertheless remain valid.

## 2.4. General Conditions of Carriage Prevail over KingfishAir Policies

Except as otherwise provided in these General Conditions of Carriage, in the event of inconsistency between the General Conditions of Carriage and other policies We may have dealing with particular subjects, these General Conditions of Carriage shall prevail.

## 2.5. Conditions of Additional Services which not constitute Package Travel

If You purchase Additional Services in the course of booking or add Additional Services to Your reservation after the completion of Your booking which not constitute a 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 of those Additional Services. The price for any Additional Services is offered by the relevant Service Provider. If You accept any quote and payment is effected through the Website, then Your acceptance of the quote authorises Us to make full payment of the cost to the relevant Service Provider on Your behalf (if applicable). In some cases the fee for Additional Services is payable by You directly to the Service Provider.

## 3. TARIFFS AND ADDITIONAL SERVICES

3.1. We reserve the right to amend Our Tariffs. Upon request You will be provided with information on

Our Tariffs in Our Call Centre.

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3.2. Our employees, servants and agents are obliged to comply with Our Tariffs.

3.3. The Tariffs as in effect at the time of purchase of the given service shall apply to that purchase.

3.4. IF YOU MAKE A RESERVATION AND/OR PURCHASE ANY OF THE SERVICES IN CONNECTION WITH THE CARRIAGE BY AIR AS SET OUT ON THE WEBSITE, AT OUR TICKETING AGENT AT THE AIRPORT, YOU MAY BE REQUIRED TO PAY AN ADDITIONAL FEE TO OUR AGENT, IN ADDITION TO THE RELEVANT SERVICE FEE. INFORMATION ABOUT ANY ADDITIONAL FEES CHARGED BY OUR AGENT IS AVAILABLE AT THE AGENT AT THE AIRPORT.

#### 4. SCHEDULE

THE TIMES OF 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. WE RESERVE THE RIGHT TO CHANGE THEM. SUCH CHANGE IS ALWAYS SUBJECT TO Article 15.

#### 5. CONTRACT FOR CARRIAGE BY AIR

##### 5.1. Conclusion of the Contract for Carriage by Air and its Content

The Contract for Carriage is concluded upon payment of the Total Fare and issue of the Itinerary by Us (in

accordance with §5 of the Decree). The Conditions of Contract apply to the Contract for Carriage by Air

concluded between You and Us.

##### 5.2. Itinerary

5.2.1. The Itinerary (in the case of carriage of Baggage, the Baggage Identification Tag) certifies the conclusion of the Contract for Carriage by Air between You and Us and no separate ticket will be issued.

5.2.2. We will carry only the person(s) (i.e. Passenger(s)) named in the Itinerary. If You do not hold an Itinerary when You are checking in, You must provide Your reservation code. You will be required to show valid Travel Document(s) upon checking in.

5.2.3. If You make any changes in Your reservation as permitted in these General Conditions of Carriage,

We will issue a new Itinerary to You as an acceptance of Your changes. In such case the newly issued Itinerary will be part of the Contract for Carriage as of its issuance.

5.2.4. You may request the substitution (re-sending) of Your Itinerary or Your reservation code by calling

Our Call Centre. KingfishAir may charge You a fee for this service.



## 6. RESERVATION AND SEATING

### 6.1. Reservation

6.1.1. You can make a reservation through the Website, the KingfishAir mobile application or Our Call

Centre or at the airport sales desk (if applicable).

6.1.2. Reservation will not be final without payment of the Total Fare at the time of reservation, unless otherwise set out herein.

6.1.3. You are required to provide Us with appropriate contact information at which You shall be contactable at any time (telephone number/mobile telephone number and email address). It is Your responsibility to ensure that the email address provided is accurate and You have access to and regularly check the email address provided. It is Your responsibility to ensure that the telephone numbers provided are accurate, together with the country and area code and that You are reachable on at least one of the telephone numbers provided in Your reservation at all times. KingfishAir shall not be liable for any damages arising from Your failure to comply with the above requirements.

6.1.4. If the Reserver is not a Passenger or he is making a booking for accompanying Passengers as well

then the Reserver is deemed to accept these General Conditions for Carriage on behalf of the Passenger(s) or accompanying Passenger(s) named in the reservation.

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6.1.5. Furthermore, if the Reserver is not a Passenger and his/her contact details are provided in Your booking You agree that the Reserver:

(a) shall be responsible for receiving and relaying any and all communications/correspondence (including changes, amendments and cancellations) from Us or Our Service Providers concerning the booking to all Passengers named in the booking; and

(b) shall inform the Passengers of any notifications sent by KingfishAir to the Reserver that affect the reservation.

In addition You acknowledge that, if You do not instruct Us otherwise, We assume that the Reserver has the consent of each Passenger to receive any refund and, where applicable, incidental expenses or compensation due and payable under the booking.

6.1.6. By accepting these General Conditions of Carriage the Reserver is deemed to accept and agree that

any personal data has been given to Us for the purposes expressed in the Privacy Notice and, in providing Us with their contact details as the Reserver and/or in providing the Reserver with the

authority to act on Your behalf, You consent to Our use of these contact details in all later correspondence, between the Reserver and Us or Our Service Provider. Please ensure that the contact details of the Reserver are provided to Us with the consent of the Reserver and that they are correct, and advise Us immediately if those details change.

6.1.7. When a reservation is made by a third party (including booking systems), the third party (e.g. travel

agent) will act as the Reserver. It is the Reserver's obligation to provide You with all information relevant to Your reservation (including but not limited to the components of the Total Fare and the respective amounts).

6.1.8. You are required to provide Us with Your full name as it is included in Your Travel Document to

be used at the travelling. If You fail to do so when booking or within 2 hours from the booking via Our Call Centre, a name change fee shall be paid for the correction of the name of the Passenger, the amount of which is available on the Website and in Our Call Centre.

## 6.2. Reservation Requirements

6.2.1. If You require special assistance (including, but not limited to the carriage of a recognized 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.

6.2.2. 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 MEDICAL ADVICE ON WHETHER YOU ARE FIT TO TRAVEL BY AIR SAFELY. IN ACCORDANCE WITH THE PROVISIONS OF THESE GENERAL CONDITIONS OF CARRIAGE, WE WILL NOT BE LIABLE FOR ANY ACCIDENTS, DETERIORATION OF HEALTH CONDITIONS SUFFERED BY YOU OR FOR YOUR DEATH DURING TRAVEL BY AIR WHICH ARE DUE TO NOT SEEKING OR NOT FOLLOWING MEDICAL ADVICE.

6.2.3. We reserve the right to require a medical certificate confirming Your fitness to travel by air, containing explicit medical approval for Your carriage by air, in any of the cases mentioned in paragraph 6.2.1 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 medical certificate must be issued within 6 days of the flight date.

6.2.4. Should You fail to meet the requirements set out in Articles 6.2.1, 6.2.2 and 6.2.3, 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 reservation and carriage and refund the Fare after deduction of the Fee for Other Services and the Seat Protection Fee.

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6.2.5. Should You wish to carry special Baggage or items of conditional carriage, You shall inform Our

Call Centre accordingly (see Article 14.4). For further information please visit Our Website.

### 6.3. Seating

6.3.1. KingfishAir operates 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.

6.3.2. If you have any preference, subject to availability, You may select a seat by paying the applicable

fee

a) when you are making a booking, or

b) if You have completed Your reservation online or through KingfishAir mobile application; or

c) at the airport

up to 3 hours before the Scheduled time of departure.

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.

6.3.3. For the purpose of these General Conditions of Carriage the fee payable for seat selection is considered as a Fee for Other Services.

#### 6.3.4. Change in selected seat

6.3.4.1. 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.

6.3.5. In case You require special assistance with boarding and seating please refer to Article 6.2.1. If during booking You indicated reduced mobility You can select online check-in, however You can

not print Your Boarding Pass. If You have selected online check-in, please contact our Call Center for seat-allocation by calling the local phone number dedicated to requests for special assistance or 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 Center 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 (please refer to Article 9).

#### 6.3.6. Seating exceptions

6.3.6.1. 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. For instance if You travel with a child You cannot select seats in the front row or the overwing exit row.

#### 6.3.7. Cancellation or changes of the reservations by the Passenger

6.3.7.1. If You wish to make any changes in Your reservation as set out in Article 6.4 or cancel Your booking

as set out in Article 6.5, the fees paid by You for allocated seating will not be refunded and Article 6.4 or 6.5 applies (respectively).

#### 6.3.8. Modification by KingfishAir

6.3.8.1. In case (i) KingfishAir changes the route or scheduled flight times/dates included in Your Itinerary in

accordance with Article 15.1; or (ii) Your flight is cancelled by KingfishAir 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

a) the cancellation of Your booking, the fee You have paid for a selected seat will be refunded to You;

b) re-routing of Your flight, We will either migrate the selected seat to the re-booked flight or allocate You another seat. In the latter case 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; or We will refund You the amount You have paid for the selected seat upon Your request. In the latter case, please contact our Call Center.

#### 6.4. Changes of Reservation by the Passenger

6.4.1. The reservation as in the Itinerary may not be transferred or modified other than as set out below.

6.4.2. Should You wish to change the flight times or route set out in Your Itinerary, You must make the

changes either through the Website or through Our Call Centre up to 3 hours before the scheduled time of departure of Your first sector in Your reservation. If Your reservation includes more than one sector, You are not allowed to change the route after starting Your first sector. If You booked a return flight, the change of the route must be made in both sectors (i.e. if the Place of Departure or the Place of Destination is changed in one sector it has to be changed in the other sector respectively).

6.4.3. Unless agreed otherwise with Us, You will be required to pay a flight change fee and the difference

between the original and the new Fare (including any changes in taxes, charges and Fees for Other Services). Should the new Total Fare be lower than the original, You will not be entitled to a refund, except for the amount of the lower taxes and charges.

6.4.4. Should You wish to change the name of a Passenger, You must make the changes through the Website or through Our Call Centre not later than 3 hours before the scheduled time of departure of Your first sector in Your reservation. You may be required to pay a name change fee, please visit the Website or call Our Call Centre for details. Name change is only allowed for all sectors booked in the same reservation evidenced by the Itinerary.

6.4.5. If You change your reservation as set out above, We will issue a new Itinerary with the changes You made and as of the issuance of the new Itinerary by You that new, amended Itinerary will be part of Contract for Carriage.

#### 6.5. Cancellation of Reservation by Passenger

6.5.1. You may cancel Your reservation up to the fourteenth (14th) 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.

6.5.2. If You cancel Your reservation within fourteen (14) 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.

6.5.3. In the case of death of an immediate family member (mother, father, grandparent, child, grandchild,

sister, brother, wife, husband, common law partner) within a month before the scheduled time of

departure of a flight in Your reservation, upon Your request presented within 1 month of such death, We will cancel Your reservation and refund You the Total Fare for that part of the carriage that was not used provided that You present a death certificate or copy thereof within 7 days after Your request.

6.5.4. In case KingfishAir changes the route or scheduled flight times included in Your Itinerary in accordance with Article 15.1, omits the Agreed Stopping Place or adds a new stopping place, You may cancel the Contract and You are entitled to a refund of the Total Fare.

## 7. TOTAL FARE, FARE, TAXES, CHARGES AND FEES FOR OTHER SERVICES

### 7.1.Total Fare, Fare

7.1.1. Unless expressly stated otherwise by KingfishAir, the Total Fare includes the Fare, taxes, charges and

the Fees for Other Services and fee for Additional Services (if any). Information about the components of the Total Fare and their respective amounts will be provided to You during the reservation process on the Website or from the Call Centre, depending on how You make the reservation.

7.1.2. Unless otherwise expressly stated, the Fare contains only the fare of carriage from the Place of Departure to the Place of Destination and the relating taxes and charges. The Fare does not include ground transportation service between airport terminals or between airport terminals and city and Fees for Other Services requested by You.

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7.1.3. The amount of the Fare is calculated in accordance with the amounts effective on the day of reservation with respect to the given carriage as indicated on the Website. The Fare shall not be influenced by the change of these amounts between the date of reservation and the date of commencement of travel (except as set out in Articles 6.4. and 7.2.2).

7.1.4. We reserve the right to introduce promotional prices between the date of Your reservation and that

of Your travel. The introduction of promotional prices will not entitle You to claim the difference between the Total Fare paid by You for Your reservation and the promotional Total Fare.

### 7.2.Taxes, Charges and Fees for Other Services

7.2.1. The Fare generally includes taxes, fees and charges imposed by governments, other authorities or

by airport operators on KingfishAir effective on the date of issue of the Itinerary and the lowest amount

of unavoidable Fees for Other Services that are necessary for making the reservation at the levels

effective at the time of reservation and purchase. The passenger-based airport charges included in the Fare are the consideration for the services provided by the operator of the airport to You, covering the handling of passengers and baggage in the territory of the airport, including but not limited to passenger and baggage check-in, passenger security check, baggage security screening, passport control and boarding. Any taxes and charges imposed by an airport operator, even if they are based on the number of passengers, are not refundable.

7.2.2. We reserve the right to request, and by accepting these General Conditions of Carriage You agree

that You will pay any new or increased amount of taxes, charges or fees (including Fees for Other Services) relevant to Your travel imposed by governments, other authorities or by airport operators between the date of issue of the Itinerary 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 Article 12. 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 reservation and refund of the Total Fare.

7.2.3. Some services can be purchased by You after reservation is made but in any case before the commencement of the travel on the Website or – subject to Article 3.4 - at the airport, depending on the type of service. Any fees for Other Services such as seat selection may change after the date of booking. The fees for Other Services shall be the Fee for Other Services applicable at the date of the purchase, which are available on Our Website or from Our Call Centre.

### 7.3.Currency of the Fare

7.3.1. The Fare, taxes, charges and Fees for Other Services will be determined 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. The invoice is issued in the currency of the Place of Departure.

7.3.2. The prices indicated 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. If You choose to pay in a different currency, the price will be converted by Us.

### 7.4.Payment

#### 7.4.1. General

7.4.1.1. Payment of the Total Fare shall be made with debit or credit card or other means of payment as We

inform You on the Website (e.g. with KingfishAir gift vouchers) upon reservation or with bank transfer

for journeys originating in certain countries (see Article 7.4.3). In some exceptional cases - of which You will be notified upon reservation - You will be required to pay taxes and charges separately, upon request (some airports may require payment of the airport charges at the airport).

7.4.1.2. You are liable for the payment of the Total Fare even if the Total Fare was paid by a third party.

The debit or credit card used for payment or the payment by bank transfer and/or the reservation details may be considered by Us at Our own discretion to indicate a high risk of fraud. In such a

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case We will contact You through the telephone numbers provided in Your reservation for verification of reservation and payment details. If We are unable to make contact through those numbers, or You cannot verify the payment or reservation details, We reserve the right to cancel Your reservation and refund You the Total Fare.

7.4.1.3. By accepting the General Conditions of Carriage, You expressly consent that We will issue an electronic invoice relating to the Total Fare and to the provision of such an electronic invoice exclusively by electronic means only to the email address provided by You upon reservation.

7.4.1.4. Electronic invoices are issued in compliance with relevant Hungarian legal regulations (in particular

clause 167 of the Hungarian Act No. C of 2000 on Accounting).

7.4.1.5. Additionally, a paper copy of the electronic invoice may be requested through the Call Centre for a

fee, the amount of which is available on the Website or from Our Call Centre. Such paper copy of the invoice will be sent by post to the address provided by You to the Call Centre. You may request a modified invoice containing different invoicing details than those provided upon reservation for which You might be charged a fee.

7.4.1.6. Payment of the Total Fare shall be made in the currency in which the Fare has been determined,

unless agreed otherwise.

7.4.1.7. IF YOU PAY BY CREDIT OR DEBIT CARD, YOUR PAYMENT WILL BE PROCESSED THROUGH AN INTERNATIONAL CARD PAYMENT PROCESSING SYSTEM. YOU MAY FIND THAT THE AMOUNT CHARGED TO YOUR DEBIT OR CREDIT CARD IS DIFFERENT TO (AND MAY BE GREATER THAN) THE FINAL PRICE IN OUR BOOKING CONFIRMATION AS A RESULT OF CURRENCY CONVERSION DIFFERENCES ARISING



## IN THE INTERNATIONAL CARD PAYMENT PROCESSING SYSTEM.

7.4.2. Payment in case of online reservation. You shall pay the Total Fare with a bank card suitable for internet payment when making the reservation online, or by bank transfer (if possible for the given booking) within the time period set out on the Website.

7.4.3. Payment if reservation made by Our Call Centre. If You make a reservation through Our Call Centre, You must provide Your bank card details to the Call Centre agent, who will arrange payment. Payment of the Total Fare must be made upon reservation. In certain cases You may pay by bank transfer, details of which are available on Our Website and Call Centre (see Article 7.4.4). An additional fee applies to reservations made through the Call Centre, details of which are available on Our Website or by calling Our Call Centre.

### 7.4.4. Payment by bank transfer

7.4.4.1. Bank transfer is available for payment of the Total Fare for journeys originating in certain countries.

For details, please consult Our Website.

7.4.4.2. You are responsible for any costs or charges imposed in connection with a payment by bank transfer.

The amount You transfer and which We receive must cover the full and exact amount of the Total Fare and must be received by Us within the timeframe set out on Our Website. If We do not receive the full amount of the Total Fare within the specified timeframe, Your Reservation will not be valid and will be deleted.

7.4.4.3. For payment by bank transfer the time period for making reservations is limited.

7.4.5. If You do not receive confirmation of Your Reservation from Us within 5 days from the date of making the Reservation to the email address provided at the time of Your reservation, You must contact the Call Centre to verify the validity of Your reservation.

7.4.6. If not specified otherwise by KingfishAir, the number of reservations in connection with one KingfishAir

Account at the same time payable by bank transfer is limited.

7.4.7. We will return any non-identified payments to the originating bank account. All costs associated with such return bank transfer shall be borne by You.

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## 8. DATA PROTECTION

8.1. We act in accordance with applicable data protection laws in connection with Your personal data. Our Privacy Notice is available on Our Website or, upon Your request, detailed information is

available from the Call Centre.

8.2. You accept the Privacy Notice by concluding the Contract and accepting these General Conditions of Carriage.

## 9. CHECK IN AND BOARDING

9.1. If You are unable to travel for any reason or if You fail to show up at check-in or at the boarding gate in due time for any reason, We will (subject to Article 9.16) refuse Your carriage, cancel Your reservation and, upon Your request to Us, refund the amount of the Total Fare after deducting the amounts of the Fee For Other Services and the Seat Protection Fee. We suggest You purchase cancellation insurance.

9.2. You must prove Your identity, present Your reservation code and valid Travel Documents as required under Article 11 upon check-in. Should You fail to do so, We will refuse Your carriage, cancel Your reservation and, upon Your request to Us, refund the amount of the Total Fare after deducting the amounts of the Fee For Other Services and the Seat Protection Fee.

9.3. At some airports, a photograph may be taken at check-in of the Passenger for security reasons and You consent to any such photograph being taken.

9.4. If Your Itinerary is issued for two or more segments per one way, upon arrival at each transfer airport You are required to leave the aircraft, enter the country (pass through customs clearance, border- and security control), pick up Your Checked Baggage and check-in to Your next flight according to the procedure and rules set out in these General Conditions of Carriage.

9.5. Airport check-in starts 2 hours and closes, usually, 40 minutes before the time of departure according to the Schedule at the airport of the Place of Departure. At certain airports, details of which may be obtained on Our Website or from Our Call Centre, check-in closes 60 minutes before the time of departure according to the Schedule.

9.6. Online check-in and check in via KingfishAir mobile application is available on certain routes. If online check-in is available, You must choose when making Your reservation whether You will check-in online or at the airport. If You select airport check-in, We will charge a non-refundable handling fee, payable at the time of the reservation. If, at the time of reservation, You have selected online check-in, You may later decide to check in at the airport, but in such case You will be charged a handling fee, payable at the airport. The amount of such airport handling fees are available on the Website or from the Call Centre.

9.7. Unless agreed otherwise by Us, if You have selected to use online check-in for Your flight, You can check-in online from 48 hours up to 3 hours before the Scheduled flight departure time.

Online checkin is available via the Website or the KingfishAir mobile application.

9.8. If you checked-in online on the Website, You must print or download the Boarding Pass no later than 2 hours prior to the departure time according to the Schedule. If you checked- in via the KingfishAir

Air mobile application, You shall download the mobile Boarding Pass in Your mobile device's passbook or other application with similar functionalities no later than 2 hours prior to the departure time according to the Schedule. In both cases You must present the printed or downloaded Boarding Pass together with Your valid Travel Documents used during online check-in at airport security and at the boarding gate.

9.9. If You have checked in online or via the KingfishAir application, and You have Checked Baggage,

You must present together with Your baggage at the baggage drop desk not later than 40 minutes before the Scheduled Departure Time of the flight, if not specified otherwise. At some airports the check-in desks function as baggage drop desks as well.

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9.10. If You failed to download Your mobile Boarding Pass or print the Boarding Pass (in case of online

check-in), or You cannot present the Boarding Pass at the boarding gate for any other reason, You may check-in at the airport subject to payment of the airport check-in fee.

9.11. You must be present at the boarding gate ready for boarding no later than 30 minutes before the Scheduled Departure Time of the flight. If You cannot present at the boarding gate the Your Boarding Pass and/or the same Travel Documents used at the check-in, We may refuse the carriage.

9.12. If You have already checked-in online or through the KingfishAir mobile application:

(i) changes to Your name, flight date, flight time and the route can be made up to 4 hours before the Scheduled flight departure time (subject, if applicable, to the payment of any change fees as detailed on Our Website or available from Our Call Centre);

(ii) extra services may be added online or through KingfishAir mobile application at the appropriate service fee up to 3 hours before the Scheduled time of departure. If they are added at the airport, the service fee applicable to airport purchase is payable. Information on the services available for purchase after check-in and their fees is available on the Website, at the Call Centre or from Your travel agent.

(iii) if You add extra services after You check-in online or through the mobile application, You must reprint the Boarding Pass or download the mobile Boarding Pass again (respectively) showing

the extra services and present it together with Your valid Travel Documents at airport security and the boarding gate.

9.13. Children under the age of 14 must be (a) checked-in (whether online or through the mobile application) and (b) accompanied, in each case by a Passenger above 16 years of age. In some countries the regulations regarding the travel of minors may be stricter than the above and in this case those regulations apply

9.14. Notwithstanding the provisions of Article 9.7, if You check-in online or through the mobile application but are not an EU/EEA citizen, You must present Yourself at the check-in desk at least 40 minutes prior to the flight departure time according to the Schedule with Your Travel Documents and have Your Boarding Pass verified there. If You fail to present a verified Boarding Pass at the boarding gate, We may refuse carriage.

9.15. When travelling to certain Places of Destination You must provide information about Your Travel

Documents online through Our Website in order to comply with local security regulations, not later than 4 hours before the scheduled flight departure time according to the Schedule. Should You fail to do so, We may refuse Your carriage.

9.16. Missed flight

9.16.1. If You missed Your flight, You may transfer onto Our next available flight to Your Place of Destination, provided that:

(i) You are at the Place of Departure and request such transfer from Our ticketing agent at the airport within 30 minutes after the scheduled time of departure of Your original flight, according to the Schedule; and

(ii) if You checked-in on the Website or by using the KingfishAir mobile application,

- You missed the Check-in Deadline with Your baggage if You have Checked Baggage or

- You missed the boarding time at the gate;

or

(iii) if You selected airport check-in, You presented Yourself at the Place of Departure but missed the Check-in Deadline; and

(iv) You have paid the Missed Flight Fee at the airport to Our ticketing agent.

9.16.2. If You transfer your original flight as described in this Article 9.16 and You have selected airport

check-in for Your rebooked flight, We will charge a non-refundable handling fee, payable at the time of the rebooking in addition to the Missed Flight Fee.

9.16.3. If You selected airport check-in and checked-in on time but You missed the boarding time at the

gate, then You must make a new booking. Rebooking under this Article 9.16 is not permitted in such cases.

9.16.4. If You rebook Your flight in accordance with this Article 9.16, then Article 9.1 will not apply and

the Total Fare of Your original flight will not be refunded.

## 10. CUSTOMS CLEARANCE AND SECURITY CONTROL

10.1 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 reservation 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.

10.2 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 the carrier.

10.3 If the law of the Countries Affected by Carriage so requires, You must be present at the inspection

of Your Baggage carried out by the customs authorities or other authority officials.

10.4 To the extent permitted by law, We disclaim all liability for damages arising from inspections set out in this Article 10 and/or Your refusal to submit Yourself or Your Baggage to such inspections.

## 11. TRAVEL DOCUMENTS

11.1 You must have all necessary entry, exit, medical and other documents required by the Countries Affected by Carriage and to comply with the relevant rules and regulations of the Countries Affected by Carriage. The Travel Document You use for border control and boarding must be the same You used for check-in. We are not liable for the existence, propriety and validity of Your Travel Documents. If You fail to meet these requirements or should Your Travel Documents be improper or incomplete, We disclaim any and all liability for any damages arising as a result.

11.2 If You are required to hold a valid visa to enter the country of the transfer airport You must be holding one upon arrival. Should You fail to comply with this requirement, We will not be liable for any damage resulting from such failure.

11.3 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 Article 11.1-11.2, 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.

11.4 Except as provided in the Hungarian Civil Code We are not responsible for refusing Your carriage

if We reasonably believe that the applicable law and regulations do not permit Your carriage.

## 12. REFUSAL OF CARRIAGE

12.1 In addition to any other circumstances set out in other articles of these General Conditions of Carriage, We reserve the right to refuse the carriage of You and/or Your Baggage, especially if:

a. We reasonably believe that the refusal of the carriage is necessary for security reasons (e.g. You are intoxicated);

b. We reasonably believe that the carriage may endanger the life, health, physical integrity and comfort

of You and/or those on board;

c. We reasonably believe that Your age, mental or physical state may endanger You and/or those on board or the property thereof;

d. Your physical state, Your clothes or behaviour frighten, disgust or scandalize those on board;

e. You violated the code of conduct on a previous flight and We reasonably believe that You will repeat

this behavior;

f. We have previously notified You that We would not at any time carry You on Our flights;

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g. We could have also refused Your reservation;

h. You refused to go through immigration and/or customs formalities;

i. You refused to submit Yourself or Your Baggage to the security check;

j. You have not paid the applicable Fare, taxes, charges, or Fees for Other Services;

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

l. We reasonably believe that the refusal of the carriage is necessary to comply with the rules and regulations of any of the Countries Affected by Carriage;

m. You do not hold a valid Boarding Pass or valid Travel Documents (including the destruction of such

documents in the course of carriage) or cannot present at boarding the Travel Documents used at online check-in or if You are not EU/EEA citizen and used online check-in, You fail to present a

Boarding Pass stamped at the check-in desk;

n. You do not meet or We reasonably believe that You do not meet the entry requirements of the country

of the Agreed Stopping Place or the Place of Destination (including failure to provide information about Your Travel Documents not later than 4 hours prior to the scheduled flight departure time through Our Website when travelling to Place of Destinations where it is compulsory);

o. You attempt to enter a country through which You may only be in transit;

p. You refuse to hand over Your Travel Documents to Us or to the competent authorities - against a certificate of receipt - when demanded;

q. You cannot prove that You are the person named in the reservation; especially if the name in the reservation is not identical to the name in the Travel Document You provide at the airport.

r. You failed to inform Us about Your special needs or about Your intention to carry a special Baggage

or item of conditional carriage;

s. You need special support that We are unable to provide or would incur disproportionately high expenditure.

12.2 Should Your behaviour be likely to constitute a reasonable suspicion of a misdemeanour or a crime,

or You smoke on board, We shall initiate legal procedure with the competent authorities. We also reserve the right to refuse any further carriage of You and Your Baggage and cancel Your reservation(s).

12.3 Should We, in the reasonable exercise of Our discretion, refuse Your carriage or cancel Your reservation on the basis of this Article or Article 13.3.4 or 13.3.6, We will, if requested by You via the Call Centre, refund the Total Fare after deducting the amounts of the Fee for Other Services and the Seat Protection Fee. We will not be liable for any loss or damage incurred due to any such refusal of carriage.

12.4 In some countries the regulations regarding the refusal of carriage may be stricter than the above and in this case those regulations apply.

### 13. SPECIAL RULES APPLYING TO CARRIAGE BY AIR OF PASSENGERS

#### 13.1 Carriage of Passengers with special needs

13.1.1. Should You have any special needs, You must inform Us (see Article 6.2).

13.1.2. A maximum of 28 disabled or incapacitated Passengers or Passengers with reduced mobility, including a maximum of 10 Passengers who require a wheelchair from check-in to the cabin seat,

can be carried on board the same aircraft.

13.1.3. Pregnant women may not travel on Our flights after the 34th week of pregnancy. In case of twin

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 medical certificate confirming their fitness to travel by air. We will only be liable in accordance with these General Conditions of Carriage for any health problems to pregnant women and/or their unborn child that may occur during or as a result of carriage by air. The medical certificate must be issued within 6 days of the flight date.

13.1.4. We do not accept Passengers on stretchers.

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13.1.5. 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.

13.1.6. Breathing aids that contain compressed gas or liquid oxygen cannot be taken onboard.

13.1.7. 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.

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 Center.

13.2 Carriage of Infants and persons under the age of 14

13.2.1. Infants under the age of 2 can travel on their parents' lap. Only one Infant is allowed to travel with

each adult. A maximum of 15 Infants can be carried on board the same aircraft for safety reasons.

The fees charged for carriage of Infants are available on the Website or from Our Call Centre.

13.2.2. If Your reservation is for return travel and the Infant turns two years old before the date of the return

sector, a separate reservation must be made for the return travel, as the child will no longer be



considered to be an Infant.

13.2.3. Children under the age of 14 must be accompanied by a person at least 16 years old. We do not accept unaccompanied persons under the age of 14. One person above the age of 16 is allowed to accompany a maximum of 10 persons under the age of 14. In some countries the regulations regarding the travel of minors may be stricter than the above, in which case those regulations will apply.

13.2.4. We do not carry children under the age of 14 days on the day of travel.

### 13.3 Conduct On Board

13.3.1 You must comply with the instructions of the Crew at all times during the carriage.

13.3.2 For safety reasons, We may forbid or limit the use of electronic equipment, including but not limited

to, cellular phones, laptop computers, portable recorders, portable radios, CD players, 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.

13.3.3 For safety reasons You are only allowed to consume alcoholic beverages purchased on board.

#### 13.3.4 Should You

- a) in the Crew's reasonable judgment, endanger with Your behaviour the security or safety of the aircraft or those on board and their property;
- b) abuse the Crew members verbally or physically or hinder them in carrying out their duties;
- c) fail to comply with the instructions of the Crew (including warnings on the consumption of alcohol, drugs, smoking and on the use of electronic equipment);
- d) cause discomfort or inconvenience, damage or injury to those on board,

we have the right to enforce any and all measures, including coercion, that are deemed necessary to prevent

or to stop such behaviour, and You shall indemnify Us for any damage or cost arising out of Your behaviour.

We reserve the right to enforce such claim in a lawsuit and to refuse any further carriage of You and Your

Baggage and cancel Your reservation(s).

13.3.5 In other respects, the provisions of the Tokyo Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed on 14 September 1963 and notified by the Statutory Rule 1971 No. 24, and other governing laws will apply to all acts committed on board.

13.3.6 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 to refuse any further carriage of You and Your Baggage and cancel Your reservation(s).

#### 13.4 Catering and Other Services

13.4.1 We may offer drinks and light snacks for sale on Our flights.

13.4.2 In case of a transportation to be performed by several carriers, We are only liable (in accordance

with these General Conditions of Carriage) for the segment of the transportation performed by Us.

### 14. BAGGAGE

#### 14.1 Types of Baggage, Baggage Allowance

14.1.1. For health and safety reasons the weight of one piece of Checked Baggage must not exceed 32 kilograms per piece. The maximum dimensions for one piece of Checked Baggage are: 149.9 x 119.4 x 171.5 cm. We reserve the right to limit the number of items of Checked Baggage per passenger. If such restrictions are in force, they are available on the Website or from Our Call Centre. We will refuse the carriage of Checked Baggage above any such limit as set out in this Article 14.1.

14.1.2. WE WILL CHARGE A HANDLING FEE FOR EACH PIECE OF CHECKED BAGGAGE. THE

AMOUNT OF SUCH FEE IS AVAILABLE ON THE WEBSITE OR FROM OUR CALL CENTRE. 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. AMOUNT OF SUCH FEE 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 WAS NOT PAID.

14.1.3. YOU MAY CARRY ONLY ONE PIECE OF HAND BAGGAGE PER PASSENGER, WHICH

MUST COMPLY WITH THE FOLLOWING SIZE LIMITATIONS: THE SIZE OF THE HAND BAGGAGE SHALL NOT EXCEED 40X30X20 CM (HANDLES AND WHEELS EXCLUDED (BUT MAX 5CM EXTRA WHEELS)). The dimensions specified in this article 14.1.3 include the side pockets.

14.1.4. Certain optional KingfishAir services permit You to carry an Extra On-board Baggage not exceeding

the dimension of 55x40x23 cm and weight of 10 kg (handles and wheels excluded but max 5 cm extra wheels) in addition to the Hand Baggage.. .

14.1.5. IF THE SIZE AND/OR WEIGHT OF YOUR UNCHECKED BAGGAGE 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. Due to cabin space limitation the maximum size of any Unchecked Baggage carried in the cabin cannot exceed the dimension of 55x40x23 cm and weight of 10 kg (handles and wheels excluded but max 5 cm extra wheels). In case it is 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 14.1.6.

14.1.6. In addition to Unchecked Baggage You may take the following, small size Personal Properties on

board without paying a separate fee:

- a. coat or a blanket;
- b. a cellular phone;
- c. reading material for the flight;
- d. for children under the age of two: food for the flight;

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e. duty free items bought in the airside departure lounge, after passing through the security check;

f. a pair of crutches for the physically disabled;

g. 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.

14.1.7. 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.

14.1.8. 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 Center. We will inform You of the

updated list of such airports on the Website. Should We fail to update the list of such airports at the Website, We are liable for any damages arising directly from such failure as defined in these General Conditions of Carriage and the relevant laws.

14.1.9. SHOULD YOU FAIL TO PAY THE FEE APPLICABLE TO THE CHECKED BAGGAGE, WE

MAY REFUSE THE CARRIAGE OF YOUR BAGGAGE. WE HEREBY EXCLUDE ALL LIABILITY FOR DAMAGES ARISING FROM SUCH REFUSAL.

14.1.10. You shall store Your Unchecked Baggage and other items taken on board in a way that the aisles

and emergency exits are left clear, in compliance with the instructions of the Crew.

14.1.11. 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.

#### 14.2 Acceptance of Baggage

14.2.1. When We accept Your Baggage for carriage as Checked Baggage, We will issue a Baggage Identification Tag and a Baggage Claim Tag for each piece of Checked Baggage.

14.2.2. Your Checked Baggage will be carried on the same aircraft as You.

#### 14.3 Items Excluded from Carriage

14.3.1. 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):

a. weapons and explosives including weapons of hunting or sports purposes as defined by the law of any of the Countries Affected by Carriage listed in the Itinerary;

b. any item or substance that looks like a weapon or explosive;

c. flammable substance (except: alcoholic beverages, hair spray, perfume, cologne);

d. radioactive materials;

e. condensed gas (except: CO<sub>2</sub> used for moving artificial limb; container of inflammable gas used for self-inflating lifejacket);

f. poisonous or infectious substance;

g. corrosives (except: mercury in thermometers, barometer, wheelchair battery);

h. security type briefcases, attaché cases or suitcases with built-in alarm devices containing lithium batteries or pyrotechnical material;

i. items and materials that endanger safety of the aircraft, or the life, health, bodily integrity or

property of those on board;

j. any item or material that is forbidden under the rules and regulations of the Countries Affected by Carriage;

k. any item that is not suitable for carriage because of its weight, size or any other characteristics;

l. remains of human body;

m. 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

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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.**

**14.3.2. IF THE CHECKED BAGGAGE CONTAINS ANY OF THE FOLLOWING ITEMS:**

a. cash, securities;

b. jewelry, precious metal, precious and semi-precious stones;

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

d. official, business or private documents;

e. travel or other identity documents;

f. keys;

g. liquid;

h. medicine;

i. perishable items.

j. pieces of art and fine arts;

k. items listed in paragraph 14.3.1.

**WE WILL NOT BE RESPONSIBLE FOR ANY DELAY, LOSS, OR DAMAGE TO SUCH ITEMS.**

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

**14.3.3. Your Unchecked Baggage or Personal Property must not contain antique arms, swords, knives, scissors, blades, cutlery, darts, syringes and other sharp objects and any item which in Our opinion could be used as a weapon.**

**14.3.4. 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.

#### 14.4 Items of Conditional Carriage

14.4.1. Should You wish to carry any of the items listed below, You are required to inform Us about Your

intention at the time of reservation:

- a. fragile items,
- b. materials of unpleasant nature;
- c. dry cell non spillable battery operated wheelchair (only as Checked Baggage);
- d. other special items including but not limited to ski, snowboard, golf, diving and surf equipment, fishing outfit, horns and trophies, bicycles, 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.

14.4.2. Should You wish to carry any item with You mentioned in Article 14.4.1 a), b) and d), You will be

required to pay a fee according to the Tariffs. For details You shall consult Our Website or call Our Call Centre.

14.4.3. Should You fail to report and obtain Our consent for the carriage of the items mentioned in Article

14.4.1, We may deny the carriage of those and/or We will not be liable for any delay of and damage to such items.

14.4.4. We are not liable for damages to fragile items as a result of carriage. Baggage containing fragile

items may be carried as Checked Baggage only with Limited Release Tag.

14.4.5. You will be required to pay a charge for the carriage of any sports equipment, musical instruments

and certain other items which we may agree on to carry, subject to our conditions and limitations.

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#### 14.5 Animals

14.5.1. We do not carry live animals on Our flights except of recognized assistance dog (or assistance dog

as specified in the Hungarian SZMM decree of 27/2009) on certain routes in accordance with Regulation 1107/2006/EC.

14.5.2. If you need to travel with a recognized assistance dog, it is Your responsibility to hold the documents set out in the regulations of the Countries Affected by Carriage and comply with the conditions of such regulations provided that You informed Us about Your intention of carriage in accordance with section 6.2.1. We carry recognized assistance dogs free of charge. For further information please visit our website.

#### 14.6 Right to Refuse Carriage of Your Baggage

14.6.1. In addition to Article 14.1, We will refuse carriage of items excluded from carriage in accordance

with these General Conditions of Carriage, and items of conditional carriage the carriage of which has not been reported or accepted by Us in advance in line with Article 6.2.5.

14.6.2. 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.

#### 14.7 Right to Search Of Baggage

14.7.1. We may, for reasons of safety and security, 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 Articles 14.3 or 14.4. If You are unwilling to comply with such request, We may refuse to carry You and/or Your Baggage. Should the search cause damage to Your Baggage, We shall not be liable for such damage, to the extent permitted under the relevant legal provisions.

#### 14.8 Delivery and Collection of Checked Baggage

Decree 18.§ and 19.§

14.8.1. 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.

14.8.2. Subject to Article 14.2. You shall collect Your Checked Baggage as soon as it is made available to

You. Should You fail to collect Your Baggage or Personal Properties, We will store it for 60 days and will charge You a storage fee. Following that time period, We will sell or destroy Your Baggage and Personal Properties. If We can identify You on the basis of Your Baggage or Personal

Properties, We will notify You at the contact details You provided about the intention to dispose of the uncollected items and when such disposal has happened, and We shall have no further liability to You for any damages incurred.

## 15. AMENDMENT OF THE CONTRACT BY KINGFISHAIR

### 15.1. Amendment of the Contract by KingfishAir

15.1.1. Before We accept Your reservation, We will inform You of the scheduled flight times in effect as

of that time, and it will be shown on Your Itinerary as well. It is possible that 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 or by telephone, at the email address or telephone number provided at the time of Your reservation. In case of a change of flight time, date or route, if You accept the changes in any form, the Contract between You and Us will be deemed amended accordingly.

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If You are not the owner of the email address or telephone number registered in Your reservation, it is Your responsibility to inquire at the owner of the email address or the regular user of the telephone number provided in Your reservation about any change notifications.

15.1.2. Except as otherwise provided by the Convention or the Regulation 261, if, after You make Your

reservation, but before the Scheduled departure time of Your flight, We cancel your flight or significantly change the scheduled departure time and the change or the offered new flight is unacceptable to you, and we are unable to book you on an alternative flight which is acceptable to You, upon contacting OurCall Centre, You may choose from the following options:

- a) 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
- b) You may cancel Your reservation and request refund in credit on Your “customer account” for the cancelled flight and for the return sector , if applicable; or
- c) You may cancel Your reservation and request the refund of the Total Fare paid for the cancelled flight and, if applicable, for the return sector (including taxes and charges).

If You wish to change Your choice, You may do so according to the general rules, and by paying the relevant fee.

Please note that in relation to Additional Services in case of cancellation the cancellation and refund



policy of the third party provider shall apply.

## 15.2. Connections

15.2.1. We do not operate Connecting Flights. You bear the risk of missing any other flight by You or Your

Baggage.

## 15.3. Alternative Carriage

15.3.1. We may carry You by an alternative means of carriage than carriage by air in case of re-routing or

rebooking.

15.3.2. If You agreed to an alternative carriage in an express or implied manner, the Contract shall be deemed to be fulfilled by the performance of the alternative carriage, and We have no further liability to You. You will not be entitled to a refund of the Total Fare or a part thereof and/or any compensation.

## 15.4. Diversions

15.4.1. If We are unable to depart from the Place of Departure or to land at the Place of Destination or at

the Agreed Stopping Place, and the aircraft is diverted to another airport (hereinafter referred to as "diversion"), unless the aircraft continues to the Place of Destination, We will arrange transportation for You to the Place of Destination, either by Our own services or by any other means of transportation. In such case the Contract shall be deemed to be completed, and We have no further liability to You.

## 15.5. Enforcement of Your Rights

15.5.1. Should We fail to comply with the present Article, You are entitled to submit a claim to the National

Consumer Protection Authority or to its regional inspectorates.

## 15.6. Right to Information

15.6.1. In the case We deny Your boarding or cancel Your flight We will provide You (at the airport) with

written information setting out the rules for compensation and assistance. If You are affected by a delay of at least two hours We will also provide You with similar information. The contact details of the national designated body referred to in the Regulation 261 will also be made available to You.

## 15.7. Extraordinary Circumstances, Force Majeure

15.7.1. Except as otherwise provided in the foregoing paragraphs of Article 15, We do not have further liability for any amendments of the Contract due to Extraordinary Circumstances or Force Majeure. To the extent permitted by the relevant laws and these General Conditions of Carriage, We disclaim liability for any damage or loss caused by Extraordinary Circumstances or Force Majeure.

#### 15.8. Applicability

15.8.1. Articles 15.1.2, 15.6 of these General Conditions of Carriage do not apply if You are travelling free

of charge or at a fare that is reduced and is not available directly or indirectly to the public.

### 16. REFUND AND RIGHT TO CARE

#### 16.1. Refund

16.1.1 Except as explicitly provided in these General Conditions of Carriage, all Our Fares, taxes, charges

and Fees for Other Services are non-refundable.

16.1.2 Without prejudice to Article 16.1.1 above, a refundable fare category may be available for purchase

for carriage by air to/from particular destinations. Such fares, if available, cannot be booked through the Website but may only be purchased through the Call Centre.

16.1.3 If You are entitled to any refund according to these General Conditions of Carriage, or the Regulation 261 or otherwise, and if We are not instructed otherwise by You, We will pay the refund exclusively to You. A refund made to anyone presenting themselves as the Reserver, via the use of the relevant booking (including reservation code) or any other documentation provided by Us in relation to the carriage and in relation to whom We have no reason to believe is not the Reserver, shall be deemed a proper refund and shall discharge Us from liability and any further claim for a refund by the Reserver or any Passenger.

16.1.4 Generally the refund shall be paid in the currency in which the carriage was paid for. Should it be

impossible, We will make the payment in Euro.

#### 16.2. Right to Care

16.2.1. If You are entitled to right to care according to Regulation 261, We will offer to You free of charge:

a) meals and refreshments in a reasonable relation to the waiting time during the time period of the delay;

b) arranging hotel accommodation or to refund the costs of hotel accommodation in cases

- where a stay of one or more nights becomes necessary, or

- where a stay in the Place of Departure additional to that intended by You becomes necessary;

c) arranging transport or to refund the costs of transport between the airport and place of accommodation specified in Article 16.2.1 b) (hotel or other).

You will only be entitled to claim the care under Article 16.2.1 a) during the waiting period caused by the delay.

We will refund costs for assistance specified in Articles 16.2.1 b) and c) to You up to a reasonable amount, as supported by invoice(s).

16.2.2. In addition, We will offer You two telephone calls, telex or fax messages, or e-mails or the refund

of the verified costs of such communications.

16.2.3. We will not provide the service specified in Article 16.2.1 if it would cause further delay of the flight.

## 17. LIABILITY

### 17.1. General

17.1.1. Our liability is determined by these General Conditions of Carriage.

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17.1.2. IF APPLICABLE, KINGFISHAIR'S LIABILITY FOR ANY DAMAGE WILL BE LIMITED AS SET

OUT IN THE CONVENTION AND IN THESE GENERAL CONDITIONS OF CARRIAGE. WE ARE LIABLE FOR SUFFICIENTLY PROVEN DAMAGES ONLY AND OUR LIABILITY SHALL NOT EXCEED THE AMOUNT OF PROVEN DAMAGES.

17.1.3. If We prove that the damage 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 shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When because of Your death or injury compensation is claimed by a person other than the Passenger, We shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by Your negligence or Your other wrongful act or omission.

This provision applies to all the liability provisions applicable to Us towards You.

17.1.4. According to the above, We are not liable for any damage caused by You or by Your Baggage. You

shall be responsible for any such damage caused to other persons or to other persons' (including Our) property.

17.1.5. The contract of carriage, these General Conditions of Carriage and exclusions and limits of liability

applies to Our employees, servants and agents to the same extent as they apply to Us. The total amount recoverable from Us and from such persons shall not exceed the upper limit of Our own liability, as set out in these General Conditions of Carriage.

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 DAMAGES.

## 17.2. Liability for Baggage

17.2.1. We are liable for damage sustained in case of damage to or destruction, loss or delay of Checked

Baggage upon condition only that the event which caused the damage, destruction, loss or delay took place on board the aircraft or during any period within which the Checked Baggage was in the custody of KingfishAir.

17.2.2. We are liable for damage occasioned by delay in the carriage by air of Baggage, unless We, Our

employees, servants or agents took all measures that could reasonably be required to avoid the damage or if We prove that it was impossible for Us or them to take such measures.

17.2.3. We will not be liable for damage to the extent that the damage resulted from the inherent defect,

quality or deviation of the Baggage. In the case of Unchecked Baggage, including personal items, We will only be liable if the damage resulted from Our attributable fault or that of Our employees or servants.

17.2.4. We are not liable for damage to, loss, destruction and delay of any items excluded from carriage

and of any Baggage accepted for carriage with a Limited Release Tag, and of items of conditional carriage the carriage of which was not reported to Us upon reservation 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, etc.) that may result from normal wear and tear.

17.2.6. For the damage of Baggage (including Checked Baggage, Unchecked Baggage and Personal Property), Our liability is limited to 1131 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 sum, unless We can prove that the sum is greater than the Passenger's actual interest in delivery at destination.

17.2.7. 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.

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### 17.3. Liability for Death, Injury and Delay of the Passenger Caused by Accident

17.3.1. In the event of an accident Our liability for death or injury of Passengers is subject to limitations as

set out in these General Conditions of Carriage. We have strict liability up to 113,100 SDRs save in cases set out in Article 17.1.3.

17.3.2. For claims in excess of this limit in the case of death or injury of Passengers, We may be exonerated

if We can prove that (i) such damage was not due to Our wrongful act, omission, willfulness or negligence or that of Our employees or servants or that (ii) such damage was solely due to the wrongful act, omission, willfulness or negligence of a third party.

17.3.3. We will not later than 15 days after the identity of the natural person entitled to compensation has

prima facie been established, make such advance payments for assistance purposes as may be required to meet immediate economic needs on a basis proportional to the material hardship suffered. Such payment shall not be less than 16,000 SDRs per Passenger in the event of death.

Making an advance payment shall not constitute recognition of liability and may be offset against any subsequent settlement.

17.3.4. Advance payment is not refundable unless We subsequently prove that:

- a) damage was caused by or contributed to by the fault of the injured or deceased Passenger;
- b) the person who received the advance payment was not entitled to compensation or the damage was caused by that person.

17.3.5. In the case of damage caused by delay in the carriage of Passengers, Our liability for each Passenger

is limited to 4694 SDRs.

### 17.4. Claims for Compensation under the Regulation 261

17.4.1. Notwithstanding anything to the contrary in these General Conditions of Carriage, this Article will

apply to Our claim handling process in relation to compensation under Regulation 261.

17.4.2. A passenger may submit a compensation claim under the Regulation 261 to Us on behalf of You

only if You and the passenger are in the same booking in relation to which You claim the compensation. We may request proper evidence that the other passenger is authorized by You to submit a claim on Your behalf.

17.4.3. COMPENSATION CLAIM UNDER THE REGULATION 261 MUST BE SUBMITTED DIRECTLY TO KINGFISHAIR VIA THE WEBSITE. We will respond within 30 days to Your claim directly to You.

17.4.4. IN ORDER TO PROTECT YOU AND YOUR RIGHTS, IN CASES WHERE THE PASSENGER

OR THE RESERVER HAS NOT COMPLIED WITH CLAUSE 17.4.3, KINGFISHAIR WILL ONLY

PROCESS CLAIMS SUBMITTED BY A THIRD PARTY IF THE CLAIM INCLUDES THE PASSENGER'S CONTACT AND PAYMENT DETAILS TO ENABLE KINGFISHAIR TO MAKE PAYMENT DIRECTLY TO THE PASSENGER.

17.4.5. Except as specified in Article 17.4.2 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 IN FORM OF A PRIVATE DOCUMENT WITH FULL PROBATIVE FORCE ACCORDING TO ARTICLE 325. § OF THE CODE OF CIVIL PROCEDURE.

17.4.6. For avoidance of doubt nothing in this Article 17.4 aims to limit Your right or prohibit You from

consulting legal advisers before submitting any claim directly to Us.

17.4.7. 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 IN THE BOOKING. KINGFISHAIR MAY REQUEST EVIDENCE THAT THE BANK ACCOUNT IS HELD BY THE PASSENGER CONCERNED.

17.4.8. IF YOU ASSIGN YOUR CLAIM, KINGFISHAIR WILL NOT BE OBLIGED TO MAKE ANY

PAYMENTS TO THE ASSIGNEE UNTIL AND UNLESS THE FOLLOWING CONDITIONS ARE MET:

A) KINGFISHAIR RECEIVES A WRITTEN NOTICE OF THE ASSIGNMENT IDENTIFYING THE ASSIGNED CLAIM (INDICATING AT LEAST THE RESERVATION NUMBER, THE BASIS OF THE CLAIM AND THE DUE DATE). THE NOTICE SHALL EITHER BE SIGNED BY THE ASSIGNOR, OR THE DEED OF THE ASSIGNMENT (ORIGINAL OR CERTIFIED COPY) NEEDS TO BE ATTACHED; AND

B) KINGFISHAIR RECEIVES A WRITTEN PERFORMANCE INSTRUCTION AS PROVIDED IN ARTICLE 6:198 OF THE CIVIL CODE. UNLESS THE NOTICE ON THE ASSIGNMENT WAS SENT BY THE ASSIGNOR, OR THE DEED OF ASSIGNMENT HAS ALREADY BEEN PROVIDED TO KINGFISHAIR. THE PERFORMANCE INSTRUCTION SHALL EITHER BE SIGNED BY THE ASSIGNOR, OR THE DEED OF THE ASSIGNMENT NEEDS TO BE ATTACHED.

FOR THE PURPOSE OF THIS ARTICLE 17.4.8, A WRITTEN NOTICE/PERFORMANCE INSTRUCTION SHALL MEAN A NOTICE MADE IN FORM OF A PRIVATE DOCUMENT WITH FULL PROBATIVE FORCE ACCORDING TO ARTICLE 325. § OF THE CODE OF CIVIL PROCEDURE.

17.4.9. TO COVER KINGFISHAIR'S COSTS ASSOCIATED WITH THE ASSIGNMENT, KINGFISHAIR

CHARGES AN ASSIGNMENT ADMINISTRATION FEE, PER EACH ASSIGNED CLAIM PER EACH PASSENGER, IN THE AMOUNT PUBLISHED ON THE WEBSITE FROM TIME TO TIME. THE ASSIGNOR AND THE ASSIGNEE SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE ASSIGNMENT FEE AND ADDITIONAL EXPENSES ARISING FROM THE ASSIGNMENT ACCORDING TO ARTICLE 6:200 § OF CIVIL CODE. KINGFISHAIR MAY DEDUCT THE ASSIGNMENT FEE FROM ANY AMOUNT PAYABLE TO YOU OR THE ASSIGNEE.

17.4.10. A compensation made to a passenger acting on Your behalf shall be deemed a proper payment of

compensation and shall discharge Us from liability and any further claim for the payment of the compensation by You.

18. TIMELY NOTICE OF COMPLAINTS, TIME LIMITATION ON ACTIONS

## 18.1. Baggage Damages

18.1.1. Acceptance of the Baggage without complaint made and without completion of the Property Irregularity Report (PIR), is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the Contract of Carriage.

18.1.2. If Your Baggage does not arrive with the flight carrying You, You have to make an immediate report and complete the PIR before leaving the transit area. Should You fail to meet this requirement, We will be exempted from liability.

18.1.3. If Your Checked Baggage is damaged or pilfered, You have to make an immediate report and complete the PIR before leaving the transit area. 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.

18.1.4. 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.

18.1.5. Should any damage occur to Your Unchecked Baggage or Personal Property, You shall make a report on board the aircraft. Should You fail to comply with this requirement We will be exempted from the liability.

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18.1.6. Should any damage occur to Your Baggage during the carriage by air by Us, You shall arrange for

Your Baggage to be repaired, obtain and send Us the receipts. 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.

18.1.7. Claims must be submitted in writing in each case to Us attaching the PIR and all the documents

proving Your claim after arrival at the Place of Destination.

18.1.8. If no claim is submitted within the times aforesaid, no action shall lie against Us.

## 18.2. Complaints

18.2.1. Complaints relating to the carriage by air (other than baggage claims) must be made in writing as

soon as possible, after arrival of the flight in connection with which You would like to complain,



but not later than within 2 months from discovering the circumstances giving rise to the complaint. You are liable for any loss or damage arising from the delay in making Your complaint. We will assess the complaint according to the General Conditions of Carriage effective on the day of the Contract.

### 18.3. Limitation of Actions

18.3.1. YOUR RIGHT TO MAKE ANY CLAIM OF ANY NATURE WHATSOEVER (INCLUDING CLAIMS FOR COMPENSATION UNDER REGULATION 261) AGAINST US 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.

## 19. CHARTER REGULATION

### Decree 3.§ (3)

19.1. With respect to charter flights, the provisions of these General Conditions of Carriage shall apply with

the following differences.

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

- a) the Conditions of Contract and other notices set out in Your Itinerary and about which You will be notified orally in case of reservation made through Our Call Centre;
- b) these General Conditions of Carriage;
- c) the Convention;
- d) the Governing Law;
- e) the Charter Agreement.

19.1.2. 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.

19.1.3. Your reservation is made by Your travel agent who shall provide You with the reservation code.

19.1.4. Change of route is not permitted. Rules for time change, transferability and cancellation (also due

to death of an immediate family member) of Your reservation are defined by Your travel agency according to the Charter Agreement concluded with Us.

19.1.5. You are required to inform Your travel agency about Your physical disability, reduced mobility, serious or contagious disease, and any other condition requiring medical care, upon reservation. In case Your pregnancy is after the 28th week at the time of either of the outbound or inbound journey, this must be reported to the travel agency on the day of reservation and You must submit Your medical certificate to the travel agency. It is the responsibility of Your travel agent to provide Us with the information given by You and to submit Your medical certificate to Us. Should the travel agency fail to comply with the above requirements the travel agency will be solely responsible for damages incurred due to the refusal of Your carriage.

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19.1.6. 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 Article 14.4). 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.

19.1.7. Article 6.3 and Article 7 of these General Conditions of Carriage do not apply to charter carriage.

19.1.8. 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 Article 18 are applicable.

19.1.9. The travel agency chartering the flight shall bear all costs incurred due to reasons beyond our control.

19.1.10. Any costs arising from overbooking of flights shall be borne by the travel agency chartering the flight.

19.1.11. 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.

## 20. ALTERNATIVE DISPUTE RESOLUTION

20.1. If you are not satisfied with our response to your complaint, in certain countries You may refer Your complaint to an alternative dispute resolution body.

In Hungary, you may submit your complaint to the conciliatory bodies established by the county chambers of commerce and industry (<http://www.bekeltetes.hu/index.php?id=testuletek>). In the UK

the competent body is The Retail Ombudsman (contact details: [www.theretailombudsman.org.uk](http://www.theretailombudsman.org.uk), email: [aviation@theretailombudsman.org.uk](mailto:aviation@theretailombudsman.org.uk), tel: 44 (0) 203 540 8063).

The alternative dispute resolution bodies provide independent and impartial dispute resolution schemes free of charge to passengers. For more information, please visit the Website.

20.2. You may also submit Your complaint via the European Commission Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr/> (ODR). Please check out details of the ODR on the Website.

## 21. CHOICE OF LAW AND JURISDICTION

21.1. UNLESS OTHERWISE PROVIDED BY THE CONVENTION OR ANY MANDATORY PROVISIONS OF ANY APPLICABLE LAW:

- a) THESE GENERAL CONDITIONS OF CARRIAGE AND ANY CARRIAGE WHICH WE AGREE TO PROVIDE YOU WITH (IN RESPECT OF YOURSELF AND/OR YOUR BAGGAGE) SHALL BE GOVERNED BY THE LAWS OF HUNGARY; AND
- b) ANY DISPUTE BETWEEN YOU AND US CONCERNING OR ARISING OUT OF SUCH CARRIAGE IN ANY WAY WHATSOEVER SHALL BE SUBJECT TO THE NON EXCLUSIVE JURISDICTION OF THE COURTS OF HUNGARY. “NON-EXCLUSIVE JURISDICTION” MEANS THAT YOU MAY BRING A CLAIM AGAINST US IN A JURISDICTION OUTSIDE OF THE COURTS OF HUNGARY.