

CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE



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ARTICLE 1: DEFINITIONS

“Airline Designator Code”	means the two-characters or three letters which identify particular air carriers.
“Authorized Agent”	means a sales agent who has been authorized by the Carrier to represent the Carrier in the sale of transportational services.
“Baggage”	means such articles, effects and personal property brought along by the Passenger and intended for his/her use connection with the trip. unless otherwise specified, it includes both the Passenger’s Checked and Unchecked Baggage.
“Baggage Check”	means those portions of the Ticket which relate to the Carriage of the Passenger’s Checked Baggage.
“Baggage Identification Tag”	means a document issued by the Carrier solely for the identification of a specific piece of Checked Baggage.
“Cargo” and “Goods”	means anything carried or to be carried in an aircraft except mail, or baggage carried under a passenger ticket and baggage check, but includes baggage moving under an air waybill or shipment record.
“Carriage”	means Carriage of the Passenger and/or Baggage by air.
“Carrier”	means P/F Atlantic Airlines, Faroe Islands (hereinafter referred to as “Atlantic Airlines”) or any other carrier whose Airline Designator Code appears on a Ticket or on a Conjunction Ticket which undertakes Carriage.
“Carrier’s Regulations”	means all of the Carrier’s requirements, rules, instructions, Tariffs and practices, information about which can be obtained at the offices of the Carrier and at https://www.atlantic.fo/en/travel-info.aspx .
“Check-In Deadline”	means the time limit before which the Passenger must have carried out the check-in formalities in the specific airport specified by the airline, including, if applicable, Baggage check-in and receipt of boarding pass.
“Checked Baggage”	means Baggage of which the Carrier takes sole custody of during the Carriage from the Passenger’s check-in at departure until the point of arrival, and for which Carrier has issued a Baggage Check.
“Conjunction Ticket”	means a Ticket issued to the Passenger in conjunction with another Ticket which together constitute a single contract of Carriage.
“Convention”	means whichever of the following legal instruments is applicable to the contract of Carriage:
	<ul style="list-style-type: none"> • the Convention for the Unification of Certain Rules Relating

to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);

- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Guadalajara Supplementary Convention, 1961;
- The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal, 1975;
- the Warsaw Convention as amended at The Hague, 1955, and by Additional Protocol No. 2 of Montreal, 1975;
- the Warsaw Convention as amended at The Hague, 1955, and by Additional Protocol No. 3 of Montreal, 1975;
- the Warsaw Convention as amended at The Hague, 1955, and by Additional Protocol No. 4 of Montreal, 1975.
- the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999.

“Code Share”

means the operation of flights by one Carrier for which space is offered by another Carrier using its own Airline Designator Code alone or jointly with the Operating Carrier’s Airline Designator Code.

“Damage”

includes death, injury, loss, partial loss or other Damage arising out of or in connection with Carriage or other services performed by the Carrier.

“Days”

means the calendar days that include all seven days of the week; where it is understood that, for the purpose of notices, the day upon which the notice is dispatched shall not be counted; and that for purposes of determining the duration of validity of the Ticket, the day upon which the Ticket is issued, or flight commenced, shall not be counted.

“Extraordinary Circumstances”

means situations where an event could not have been avoided despite all reasonable measures and due care having been exercised. Such situations may include, but are not limited to, meteorological changes incompatible with the operation of the flight, security risks, strikes and delays or cancellations of a flight due to an air traffic management decision by a specific airport or government body.

“Flight Coupon”

means that portion of the Ticket that bears the notation “good for passage” and indicates the particular places between which the coupon is good for Carriage.

“Normal Fare”

means the fare, to which no restrictive conditions are attached, established for a specific class of service.

“Operating Carrier”	means the Carrier who is actually operating the flight.
“Passenger”	means any person, except members of the crew, carried or to be carried in an aircraft under a Ticket.
“Passenger Coupon” or “Passenger Receipt”	means that portion of the Ticket issued by or on behalf of the Carrier, which is so marked and which ultimately is to be retained by the Passenger.
“Regulation 261/2004”	means Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.
“SDR”	means a Special Drawing Right, which is the composite unit of currency that is the official unit of exchange of the International Monetary Fund.
“Special Fare”	means a fare other than the Normal Fare.
“Stopover”	means a scheduled stop on the Passenger’s journey, at a point between the place of departure and the place of destination as shown on the Passenger’s Ticket.
“Tariff”	means the published fares, charges and/or related conditions of Carriage of an airline that is filed, where required, with the relevant authorities.
“Ticket”	means either the document entitled “Passenger Ticket and Baggage Check” or an electronic ticket issued by or on behalf of the Carrier, including the conditions of contract which are incorporated by reference and other notices, the Flight Coupons, as well as the Passenger Coupons.
“Unchecked Baggage”	means any of the Passenger’s Baggage other than Checked Baggage.

ARTICLE 2: APPLICABILITY

2.1 GENERAL

These Conditions of Carriage apply to all Carriage where Atlantic Airways, identified by its Airline Designator Code ("RC") appears in the "carrier box" of the Ticket for the relevant flight or flight segment, except as provided in Articles 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.

Except where statutory regulations are applicable, these Conditions of Carriage apply in cases where Atlantic Airways and any carrier acting on Atlantic Airways' behalf pursuant to Atlantic Airways' instructions performs ground transportation.

These Conditions of Carriage also apply to gratuitous and reduced fare Carriage except to the extent that the Carrier has provided otherwise in Carrier's Regulations or in the relevant contracts or Tickets.

These Conditions of Carriage do not apply to carriage of Cargo. Carriage of Cargo is subject to the terms and conditions of any air waybill or shipment record issued and any general conditions of carriage for cargo adopted by the Carrier,

2.2 CARRIAGE TO/FROM USA AND CANADA

These Conditions of Carriage apply to Carriage between places in the United States of America or in Canada or between a place in the United States or in Canada and any place outside thereof, only to the extent they are incorporated in Tariffs in force in those countries.

2.3 CARRIAGE WITHIN AND FROM EU/EFTA MEMBER STATES

If Carriage is performed within and from member states of the European Union and the European Free Trade Association, the Passenger may enjoy certain rights under Regulation 261/2004 in the event of denied boarding, cancellation and delay. The regulation can be obtained at <https://www.atlantic.fo/en/travel-info/before-flying/conditions-of-carriage.aspx>. To the extent that these Conditions of Carriage are contrary to Regulation 261/2004, the latter shall prevail.

The rules comprised by Regulation 261/2004) apply only in connection with flights departing from airports located within the EU or within the European Free Trade Association and in connection with flights from airports located outside the EU or outside the European Free Trade Association if the relevant flight takes place with a so-called community carrier, i.e. an air carrier with an operating licence granted by a Member State in accordance with specific EU rules.

As the Faroe Islands are not members of the European Union and as Atlantic Airways is a Faroese and not a community carrier Regulation 261/2004 does not apply to flights operated by Atlantic Airways departing from the Faroe Islands or from any other airport located outside of the EU or outside of the European Free Trade Association. As a result, no passenger on such flights enjoys the rights under the said regulation. For flights with Atlantic Airways departing from airports located within the EU or within the European Free Trade Association to the Faroe Islands, the said regulation does apply and passengers on such flights enjoy the rights offered by the regulation.

2.4 CHARTERS

If Carriage is performed on the basis of a charter agreement, these Conditions of Carriage apply only as far as they are not in conflict with the terms of the charter

agreement or the travel documents.

The following provisions of these Conditions of Carriage are not applicable to Carriage performed on the basis of a charter agreement:

- a)** Article 3: Period of validity of ticket;
- b)** Article 4: Fares and charges;
- c)** Article 5: Reservations;
- d)** Article 9.3: Cancellation, reroutings and delays;
- e)** Article 9.4: Denied boarding; and
- f)** Article 10: Refunds.

2.5 CODE SHARES

If Carriage is performed on the basis of a Code Share agreement, these Conditions of Carriage shall apply when Atlantic Airways is the Operating Carrier. However, regardless of the above, the Passenger is only subject to Passenger rights in accordance with Regulation 261/2004 when said regulation is applicable.

Atlantic Airways, or its Authorized Agent, will notify the Passenger of the identity of the Operating Carrier by the time reservation is made if the Operating Carrier is not Atlantic Airways.

2.6 OVERRIDING LAW

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention where applicable and any applicable national laws, government regulations, orders or requirements that cannot be modified or waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

2.7 CONDITIONS PREVAIL OVER CARRIER'S REGULATIONS

In the event of inconsistency between these Conditions of Carriage and Carrier's Regulations, these Conditions of Carriage shall prevail.

ARTICLE 3: TICKETS

3.1 TICKET PRIMA FACIE EVIDENCE OF CONTRACT

The Ticket constitutes prima facie evidence of the contract of Carriage between the Carrier and the Passenger named on the Ticket. The "Conditions of Contract" contained in the Ticket are a summary of some of the provisions of these Conditions of Carriage.

3.2 REQUIREMENT FOR TICKET

A person shall not be entitled to Carriage unless that person presents a valid Ticket, which is duly issued in accordance with Carrier's Regulations and, except in the case of an electronic ticket, containing the Flight Coupon for that flight, all other unused Flight Coupons and the Passenger Coupon. A Passenger shall furthermore not be

entitled to Carriage if the Ticket presented is mutilated or if it has been altered by others than the Carrier or an Authorized Agent.

3.3 LOSS OR MUTILATION OF TICKET

The Carrier may at the Passenger's request and subject to Carrier's Regulations, replace a lost or mutilated Ticket, or part thereof, by issuing a new Ticket upon receipt of proof satisfactory to the Carrier that a Ticket valid for the Carriage in question was duly issued.

The Passenger is liable to reimburse the Carrier for any costs and/or losses arising out of any misuse of the original Ticket. The Passenger's liability extends to costs and/or losses incurred by any Carrier in connection with the Passenger's flight, however, the total liability amount may not exceed the full value of the original Ticket.

3.4 TICKET NOT TRANSFERABLE

Except as otherwise stated in the Ticket, a Ticket is not transferable. The Carrier will only provide Carriage to the Passenger named in the Ticket, and the Passenger may be required to produce appropriate identification of his/her person.

3.5 PERIOD OF VALIDITY

Except as otherwise provided in the Ticket, in these Conditions of Carriage or in Carrier's Regulations, a Ticket is valid for:

- a)** one year from the date of commencement of travel; or
- b)** if no portion of the Ticket is used, one year from the date of issue thereof.

3.6 EXTENSION OF VALIDITY

If the Passenger is prevented from travelling within the period of validity of the Ticket due to an act on the part of the Carrier, the validity of such Passenger's Ticket will be extended until the Carrier's first flight on which space is available in the class of service for which the fare has been paid.

When a Passenger holding a Ticket is prevented from travelling within the period for validity of the Ticket because at the time such Passenger requests a reservation the Carrier is unable to provide space on the flight, the validity of such Passenger's Ticket will be extended in accordance with Carrier's Regulations.

Under certain circumstances, as for instance illness, the period of validity may be extended in accordance with the rules governing the fare paid.

3.7 FLIGHT COUPON SEQUENCE

The Carrier will honor Flight Coupons only in sequence from the place of departure as shown on the Ticket.

If the first Flight Coupon for international travel has not been used and the Passenger commences the journey at any Stopover, the Ticket will not be valid and the Carrier will not honor the Passenger's Ticket.

Each Flight Coupon will be accepted for Carriage in the class of service specified therein on the date and time for which reservations have been made. When Flight Coupons are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

ARTICLE 4: FARES AND CHARGES

4.1 GENERAL

Fares cover Carriage from the airport at the point of origin to the airport at the point of destination. Such fares do not include ground transport services between airports and between airports and town terminals, unless otherwise provided by the Carrier.

4.2 APPLICABLE FARES

Applicable fares are those published by or on behalf of the Carrier or, if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements and Carrier's Regulations, the applicable fare for Carriage is the fare for the flight, or flights, in effect on the date of commencement of the Carriage covered by the electronic ticket or the first Flight Coupon of the Ticket. When the amount that has been collected is not the applicable fare, the difference shall be paid by the Passenger, or, as the case may be, refunded by the Carrier in accordance with Carrier's Regulations.

4.3 ROUTING

If there is more than one routing at the same fare, the Passenger, prior to issue of the Ticket, may specify the routing. Otherwise, the Carrier may in its own discretion determine the routing.

4.4 TAXES AND CHARGES

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a Passenger or the use by a Passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the Passenger, except as otherwise provided in Carrier's Regulations.

4.5 CURRENCY

Fares and charges are payable in any currency acceptable to the Carrier. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with Carrier's Regulations.

ARTICLE 5: RESERVATIONS

5.1 RESERVATION REQUIREMENTS

Reservations are not confirmed until recorded as accepted by the Carrier or its Authorized Agent.

If the Passenger is travelling on Special Fares, the possibility to change or cancel reservations may be limited or excluded as provided by Carrier's Regulations.

5.2 PERSONAL DATA

The Passenger recognizes that personal data has been given to the Carrier for the purpose of making a reservation for Carriage and for obtaining related services. For these purposes, the Passenger authorizes the Carrier or its Authorized Agent to retain such data in accordance with the law applicable to the Carrier or its Authorized Agent and to make such personal data available to public authorities, airport authorities, etc., and transmit it to its own offices, other carriers or the providers of such services, in

whatever country they may be located in connection with the Carriage.

5.3 SEATING

The Carrier will endeavor to honor any reservation of a particular seat in the aircraft. However, the Carrier reserves the right to relocate such a pre-seated Passenger if needed for operational, safety or security reasons, even after boarding.

5.4 SERVICE CHARGE WHEN SPACE NOT OCCUPIED

A service charge, in accordance with Carrier's Regulations, may be payable by the Passenger who fails to use space for which a reservation has been made for whatever reason, unless such lack of use is attributable to the Carrier.

5.5 RECONFIRMATION OF RESERVATIONS

Onward or return reservations made on other flights than Atlantic Airways flights may be subject to a requirement to reconfirm the reservation in accordance with Carrier's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

5.6 CANCELLATION OF ONWARD RESERVATIONS MADE BY THE CARRIER

A Passenger who does not intend to make use of a reservation shall notify the Carrier hereof. When a reservation is not used, the Carrier may cancel, or request cancellation, of any onward or return reservations, if there is a reason to believe that such reservation will not be used.

ARTICLE 6: CHECK-IN AND BOARDING

6.1 The Passenger must arrive at the Carrier's check-in location sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures, and in any event not later than the time shown in Carrier's worldwide timetables or the Passenger's booking confirmation. The Passenger must have completed the check-in process not later than by the Check-in Deadline.

The Passenger must be present at the boarding gate for his/her flight as indicated on the Ticket not later than by the time shown in the Carrier's worldwide timetables or as specified by the Carrier or its Authorized Agent at check-in.

If the Passenger fails to comply with the above, he/she may be refused Carriage, and the Carrier will not be liable for any loss or expense incurred, which is caused solely by the Passenger due to his/her failure to comply herewith.

ARTICLE 7: REFUSAL AND LIMITATIONS OF CARRIAGE

7.1 RIGHT TO REFUSE CARRIAGE

The Carrier shall not be obliged to carry, and may refuse onward Carriage of, any Passenger and/or his/her Baggage for reasons of safety or if, in the exercise of its reasonable discretion, Carrier finds it necessary:

- a) in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over, or where transportation in other ways

- is carried out; or
- b)** because the Passenger's conduct, age or mental or physical state, including impairment of drugs and alcohol, is such as to:
 - (i) require special assistance by the Carrier; or
 - (ii) cause discomfort to other Passengers; or
 - (iii) involve any hazard or risk to himself/herself or to other persons or to property; or
 - c)** because the Passenger fails to observe and comply with the instructions of the Carrier or its crew; or
 - d)** Because the Passenger has failed to observe and comply with the instructions of the Carrier or its crew on previous flights, and the Carrier has reason to believe that such conduct may be repeated; or
 - e)** because the Passenger has refused to submit to a security check; or
 - f)** because the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between the Carrier and the Passenger (or the person paying for the Ticket) have not been complied with; or
 - g)** because the Passenger does not appear to possess valid and legal travel documents, has tried to enter a territory illegally during transit, has destroyed his/her travel documents during the flight, or has refused to allow the Carrier to make copies thereof; or
 - h)** because the Ticket presented by the Passenger:
 - (i) has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent; or
 - (ii) has been reported as being lost or stolen; or
 - (iii) is counterfeit; or
 - i)** because any Flight Coupon has been altered by anyone else than the Carrier or its Authorized Agent, or has been mutilated.
 - j)** because the person presenting the ticket cannot prove that he/she is the person named in the "NAME OF PASSENGER" box (the Carrier reserves the right to retain such ticket).

7.2 LIMITATION OF CARRIAGE

Carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other persons requiring special assistance is subject to prior arrangement with the Carrier in accordance with Carrier's Regulations.

The Carrier may without any liability deny Carriage of unaccompanied children regardless of a prior arrangement if, before departure, bad weather or other Extraordinary Circumstances indicate that the carrying aircraft might have to land at a place other than the scheduled place of arrival.

ARTICLE 8: BAGGAGE

8.1 GENERAL

Information in Carrier's Regulations pertaining to the dimensions, weight and charges of the Passenger's Checked and Unchecked Baggage can be obtained at any of the Carrier's offices and stations and any of the Carrier's Authorized Agents or at <https://www.atlantic.fo/en/travel-info/before-flying/baggage-allowance.aspx>.

8.2 FREE BAGGAGE ALLOWANCE

The Passenger may carry free of charge Baggage as specified and subject to the conditions and limitations in Carrier's Regulations.

8.3 EXCESS BAGGAGE

The Passenger shall pay a charge for the carriage of Baggage in excess of the free Baggage allowance at the rate and in the manner provided in Carrier's Regulations.

8.4 CHECKED BAGGAGE

Upon delivery to Carrier of Baggage to be checked, the Carrier shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage.

Checked Baggage must always have the Passenger's name and address or other personal identification affixed to it. Name tags are available at all Atlantic Airways Ticket offices and check-in counters.

Checked Baggage will normally be carried on the same aircraft as the Passenger. If this proves impossible, the Carrier will carry the Checked Baggage on the next flight where space is available.

The Carrier may refuse to accept Baggage as checked unless it is properly packed in suitcases or other suitable containers to ensure safe Carriage with ordinary care in handling.

8.5 UNCHECKED BAGGAGE

Baggage which the Passenger carries on to the aircraft must fit under the seat in front of the Passenger or in an enclosed storage compartment in the cabin. Items determined by the Carrier to be of excessive weight or size will not be permitted in the cabin and must be carried as Checked Baggage with any applicable charge payable by the Passenger in accordance with the Carrier's Regulations

Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like), will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by the Carrier. The transport of such objects may be subject to additional charges payable by the Passenger in accordance with Carrier's Regulations.

8.6 EXCESS VALUE DECLARATION AND CHARGE

In accordance with the Convention, the Passenger may raise the Carrier's liability limits for Checked Baggage by a "special declaration of interest" if the Passenger pays the applicable charges related hereto. Information hereof can be obtained at the Carrier's offices and check-in counters.

The Carrier may refuse to accept such a declaration for Checked Baggage, when a portion of the Carriage is to be provided by another Carrier which does not offer the special declaration of interest option.

8.7 COLLECTION AND DELIVERY OF BAGGAGE

The Passengers must collect his/her Checked Baggage as soon as it is available for

collection at the Passenger's destination or stopover.

If the Baggage is not collected within reasonable time, the Carrier may charge the Passenger a storage fee. If the Baggage not claimed within three months from the time it is made available, the Carrier may dispose of it without any liability to the Passenger or the owner(s) of the contents of the Baggage.

Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Baggage. Failure to produce the Baggage Identification Tag shall not prevent delivery, provided that the Baggage Check is produced and the Baggage is identified by other means.

If a person claiming the Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, the Carrier will deliver the Baggage to such person only on condition that he/she establishes to the Carrier's satisfaction his/her right thereto, and if required by the Carrier, such person shall furnish adequate security to indemnify the Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is *prima facie* evidence that the Baggage has been delivered in good condition and in accordance with the Contract of Carriage.

Discovery of any Damage to the Baggage shall be reported to the Carrier by the bearer of the Baggage Check in accordance with Article 16.

8.8 ITEMS UNACCEPTABLE AS BAGGAGE

The Passenger may not include in his/her Baggage, and the Carrier may refuse Carriage of:

- a)** Items the Carriage of which is prohibited to carry by the applicable laws, regulations or orders of any state to be flown from, to or over, or where transportation in other ways is carried out.
- b)** Items which, in the reasonable opinion of the Carrier, are unsuitable for Carriage by reason of their weight, size or character, such as fragile or perishable items.
- c)** Live animals, except as provided for in Article 8.10.
- d)** Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO or IATA Dangerous Goods Regulations, except that firearms and ammunition for hunting and/or sporting purposes are accepted by Carrier only as Checked Baggage in accordance with Carrier's Regulations, when
 - (i) firearms are unloaded with the safety catch on and suitably packed; and
 - (ii) ammunition is secured in accordance with the ICAO or IATA Dangerous Goods Regulations.
- e)** Weapons, such as antique firearms, swords, knives and similar items including replicas and dummies, unless accepted as Checked Baggage in accordance with Carrier's Regulations.
- f)** The following items in Checked Baggage: Money, keys, jewelry, precious

metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

The Carrier is not liable for any items referred to in Article 8.8 if these, despite being prohibited, are included in the Passenger's Baggage.

8.9 RIGHT OF SEARCH

The Carrier may request the Passenger to permit a search or scan to be made of his/her person and his/her Baggage, and may search or scan the Passenger's Baggage in his/her absence, for the purpose of determining whether the Passenger carries, or his/her Baggage contains, any item described in Article 8.8, or any firearms and/or ammunitions which have not been presented to the Carrier in accordance with paragraph d) of article 8.8. If the Passenger is unwilling to comply with such request, the Carrier may refuse to provide carriage for the Passenger and the Baggage without any liability to the Passenger.

8.10 ANIMALS

Animals such as dogs, cats, household birds and other pets, will subject to prior agreement of the Carrier be accepted for carriage subject to Carrier's Regulations, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit. Animals will be carried in either the cabin or the cargo hold in accordance with Carrier's Regulations, and depending on the size and weight of the animal and container. Information hereof can be obtained at any of the Carrier's offices and stations and at <https://www.atlantic.fo/en/travel-info/before-flying/booking/pets.aspx>.

If accepted as Baggage, the animal, together with its container and food, shall not be included in the Passenger's free Baggage allowance, but constitute excess Baggage for which the Passenger shall pay the applicable rate. For the terms and charges related hereto, see <https://www.atlantic.fo/en/travel-info/before-flying/booking/pets.aspx>.

Escort dogs for sight and hearing impaired and physically handicapped Passengers, together with containers and food, will be carried free of charge in addition to the normal free Baggage allowance, subject to Carrier's Regulations.

Acceptance for Carriage of animals is subject to the condition that the Passenger assumes full responsibility for such animal. The Carrier shall not be liable for injury to or loss, delay, sickness or death of such animal in the event that it is refused entry into or passage through any country, state or territory.

ARTICLE 9: SCHEDULES, CANCELLATION OF FLIGHTS, REROUTINGS, DELAYS AND DENIED BOARDING

9.1 GENERAL

For Carriage where Regulation 261/2004 does not apply to the contract of Carriage, the following provisions of this Article shall apply.

9.2 SCHEDULES

The Carrier undertakes to use its best efforts to carry the Passenger and his/her Baggage with reasonable dispatch, and to adhere to published schedules in effect on the date of travel.

The Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by any of the Carrier's Authorized Agents as to the dates or times of departure or arrival or as to the operation of any flight, except in case of Carrier's acts or omissions done with intent to cause Damage or by reckless behavior and with knowledge that Damage would probably result.

9.3 CANCELLATION, REROUTINGS AND DELAYS

If, due to Extraordinary Circumstances, the Carrier cancels or reroutes a flight, or a flight is delayed, and the Carrier therefore is unable to provide previously confirmed space, fails to stop at the Passenger's Stopover or destination point, or causes the Passenger to miss a connecting flight on which he/she holds a reservation, the Carrier shall either:

- a)** Carry the Passenger on another of its scheduled services on which there is available room; or
- b)** Reroute the Passenger to the destination indicated on the Ticket, or applicable portion thereof, by its own scheduled services or the scheduled services of another Carrier, or by means of surface transportation. If the sum of the fare, excess Baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket or applicable portion thereof, the Carrier shall require no additional fare or charge from the Passenger, and shall refund the difference if the fare and charges for the revised routing are lower; or
- c)** Make a refund in accordance with the provisions of Article 10, and shall be under no further liability to the Passenger.

9.4 DENIED BOARDING AND DOWNGRADING

In order to accommodate as many passengers as possible, and based upon the experience that a number of travellers will not show up for the flight on which they hold a reservation, the Carrier may confirm space above the capacity of the aircraft. This practice may from time to time result in a denied boarding situation.

If the Passenger is denied transportation on the flight on which he/she holds a reservation, the Passenger may qualify for denied boarding compensation (DBC). Details concerning this compensation scheme are available at all the Carrier's offices and stations and Authorized Agents.

Additionally, whenever necessary, the Carrier will cover reasonable costs for ground transportation, hotel accommodation, meals, telephones, telexes and the like. The Passenger may also approach the Carrier with other documented expenses of other direct costs which have been held by the Passenger due to denied boarding. The Carrier will consider whether these additional expenses qualify for DBC.

The provisions of article 9.3 also apply to the Passenger in a situation of denied boarding or downgrading.

ARTICLE 10: REFUNDS

10.1 GENERAL

Refunds will be made only by the Carrier which originally issued the Ticket or by its

Authorized Agent if so authorized.

If the Passenger requests a change of his/her arrangements, or if the Carrier fails to provide Carriage in accordance with the contract of Carriage, refund for an unused Ticket, or portion thereof, shall be made by the Carrier in accordance with this Article and with Carrier's Regulations.

Persons who cannot submit proper identification will not receive refunds.

10.2 PERSON TO WHOM REFUND WILL BE MADE

Refunds will be made either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment.

If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and it is indicated on the Ticket that there is a restriction on refunds, the Carrier shall make a refund only to the person paying for the ticket or to that person's order.

Except for cases of lost Tickets in Article 10.5, refunds will only be made upon the surrender to the Carrier of the Ticket and all unused Flight Coupons.

Refunds made to anyone in accordance with this Article shall be deemed a refund and shall release the Carrier from any and all liability and any further claim for refunds relating to the Ticket in question.

10.3 VOLUNTARY REFUNDS

If the Passenger applies for a refund of his/her Ticket, the amount of the refund shall be:

- a) if no portion of the Ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees;
- b) if a portion of the Ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any applicable service charges or cancellation fees.

10.4 INVOLUNTARY REFUNDS

If the Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at the destination or a stopover, is unable to provide previously confirmed seat reservations or causes the Passenger to miss a connecting flight on which he/she holds a reservation, the amount of the refund shall be:

- a) if no portion of the Ticket has been used, an amount equal to the fare paid;
- b) if a portion of the Ticket has been used, the greater amount of either
 - (i) the one-way fare, less applicable discounts and charges, from the point of interruption to the point of destination or next stopover, or
 - (ii) the difference between the fare paid and the fare for the transportation used.

10.5 REFUND OF LOST TICKETS

If a Ticket, or portion thereof is lost, refund will be made on proof of loss satisfactory to the Carrier and upon payment of any applicable service charge, conditional on;

- a)** that the lost Ticket, or portion thereof, has not been used, previously refunded or replaced, and
- b)** that the person to whom the refund is made undertakes, in such a form as may be prescribed by the Carrier, to repay the Carrier the amount refunded in the event and to the extent that the lost Ticket, or portion thereof, is used by any person or that refund thereof is made to any person in possession of the Ticket.

10.6 RESTRICTIONS

After the expiry of the validity of the Ticket, the Ticket may be refunded only if application therefore is made no later than two years after the expiry of the validity of the Ticket. However, where the laws of the country in which the refund is being made prescribes a shorter period of limitation, that period shall be applicable.

The Carrier may refuse refunds of a Ticket which has been presented to the Carrier or to government officials of a country as evidence of intention to depart therefrom, unless the Passenger establishes to the Carrier's satisfaction that he/she has permission to remain in the country or that he/she will depart therefrom by another Carrier or another means of transport.

10.7 CURRENCY

All refunds will be subject to government laws, rules and regulations or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency at the Carrier's discretion in accordance with Carrier's Regulations.

ARTICLE 11: CONDUCT ABOARD AIRCRAFT

11.1 GENERAL

If the Passenger conducts himself/herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other Passengers may reasonably object, the Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the Passenger.

The Passenger may be disembarked or refused onwards Carriage if he/she exhibits any of the above mentioned behavior, and the Passenger may be prosecuted for any offences committed on board the aircraft. Further, the Passenger shall indemnify the Carrier for any costs and/or losses incurred by the Carrier as a result of such conduct by the Passenger.

11.2 ELECTRONIC DEVICES

The Passenger may not operate aboard the aircraft electronic devices, including mobile phones, laptop computers, pagers, RC toys, portable radios, electronic games or transmitting devices. The Passenger shall not operate any other electronic devices on board without Carrier's permission, except that portable recorders, hearing aids and heart pacemakers may be used.

11.3 NON-SMOKING FLIGHT

All Atlantic Airways flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft.

11.4 SEAT BELTS COMPULSORY

The Passenger is, during the entire flight, under an obligation to wear his/her seatbelt while seated, unless otherwise instructed or permitted by the Carrier's crew.

ARTICLE 12: ADDITIONAL ARRANGEMENTS BY CARRIER

- 12.1** If in the course of concluding the contract of Carriage, the Carrier also agrees to make arrangements for the provision of additional services (e.g. other transportation than by air, hotel bookings, car rental), the Carrier acts solely as an agent for the Passenger in doing so and shall not be liable to the Passenger, except for cases of negligent behavior on its part in making such arrangements in which case such liability shall be subject to and limited by the provisions of Article 15.

ARTICLE 13: ADMINISTRATIVE FORMALITIES

13.1 GENERAL

The Passenger shall comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Carrier's Regulations and instructions.

13.2 TRAVEL DOCUMENTS

The Passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. The Carrier reserves the right to refuse Carriage of any Passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order.

13.3 REFUSAL OF ENTRY

The Passenger agrees to pay the applicable fare whenever the Carrier, on government order, is required to return a Passenger to his/her point of origin or elsewhere, owing to the Passenger's inadmissibility into a country, whether of transit or of destination. The Carrier may apply to the payment of such fare any funds paid to the Carrier for unused Carriage, or any funds of the Passenger in the possession of the Carrier. The fare collected for Carriage to the point of refusal of entry or deportation will not be refunded by the Carrier.

13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If the Carrier is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the Passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned, or to produce the required documents, the Passenger shall immediately upon demand reimburse to the Carrier any amount so paid or deposited and any expenditure so incurred. The Carrier may use towards such expenditure any funds paid to the Carrier for unused Carriage, or any funds of the Passenger in the possession of the Carrier.

13.5 CUSTOMS INSPECTION

If required, the Passenger shall attend inspection of his/her Baggage, checked or uncheck, by customs or other government officials. The Carrier is not liable to the Passenger for any loss or Damage suffered by the Passenger through failure to comply with this requirement.

13.6 SECURITY INSPECTION

The Passenger shall submit to any security checks by government or airport officials or by any Carrier.

13.7 PERSONAL DATA

The Carrier is entitled to transmit the Passenger's personal data and all personal reservation data in connection with Carriage to domestic and foreign authorities if these authorities request Carrier to do so due to applicable laws and regulations in the state of destination or stopover.

ARTICLE 14: SUCCESSIVE CARRIERS

- 14.1** Carriage to be performed by several successive Carriers under one Ticket, or under a Ticket and any Conjunction Ticket issued in connection therewith is regarded as a single operation for the purposes of the Convention.

ARTICLE 15: LIABILITY

15.1 GENERAL

The liability of each Carrier involved in the Passenger's journey will be determined by that Carrier's own conditions of carriage.

The Carrier is only liable for damages occurring during Carriage for which its Airline Designator Code appears on the Ticket in the "carrier box" for the corresponding flight or flight segment. If a Carrier issues a Ticket or checks Baggage on behalf of another Carrier, it does so only as an agent for such other Carrier(s) and will be not be liable for any Damage whatsoever relating to that Carriage. Nevertheless, with respect to Checked Baggage, the Passenger is entitled to take action against both the first and the last Carrier.

Carriage hereunder is subject to the rules and limitations relating to liability as established by the Convention and applicable national law. Parts of the Convention appear from the Passenger's Ticket for international Carriage as defined by the Convention.

Whether or not the Convention applies, the Carrier's liability shall be determined as follows:

- a)** The value of a national currency, in terms of the SDR shall be calculated either in accordance with the method of evaluation applied by the International Monetary Fund, in effect at that date of the payment, or in a manner determined by compulsory provisions of applicable national law.
- b)** In the Carriage of Passengers and Baggage, , the Carrier shall not be liable if it proves that it and its employees and Authorized Agents have taken all necessary measures to avoid the Damage, or that it was impossible for them to take such measures.
- c)** The Carrier shall only be liable for loss or Damage to the Passenger or his/her Baggage if such Damage has been caused by the negligence of the Carrier. If there has been contributory negligence on the part of the Passenger, the Carrier's liability shall be limited or exonerated as the case may be under applicable law.
- d)** The Carrier is not liable for any Damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the Passenger to comply with the same.
- e)** The Carrier's liability shall not exceed the amount of proven Damages. The Carrier shall furthermore not be liable for indirect or consequential Damages.

- f)** The Carrier is not liable for injury to the Passenger or for Damage to the Passenger's Baggage caused by items contained in such Passenger's Baggage. If the Passenger's Baggage causes injury to another person or Damage to another person's property or to the Carrier's property, he/she shall indemnify the Carrier for all losses and expenses incurred by the Carrier as a result thereof.
- g)** The Carrier is not liable for Damage to fragile or perishable items, money, keys, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification, documents, or samples, which are included in the Passenger's Checked Baggage in violation with these Conditions of Carriage.
- h)** If the Passenger is of such an age or mental or physical condition as to involve any hazard or risk to himself/herself, Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.
- i)** Any of Carrier's exclusions or limitations of liability shall apply to and be for the benefit of all of the Carrier's Authorized Agents, employees and representatives and any person whose aircraft is used by the Carrier and such person's agents, employees and representatives. The aggregate amount recoverable from the Carrier and from such agents, employees, representatives and persons shall not exceed the amount of the Carrier's limit of liability.

15.2 LIABILITY ON INTERNATIONAL FLIGHTS

Notwithstanding the above, the Carrier shall only be liable for Damage to the Passenger and/or his/her Baggage in accordance with the following provisions in cases of international Carriage as defined by the Convention.

The Carrier's liability with respect to each Passenger for cases of death, wounding or other bodily injury shall be limited to the sum of 100.000 SDR or its equivalent.

The Carrier's liability with respect to Baggage is limited to:

- a)** In the case of delay and Damage to Checked Baggage 17 SDR per kilogram. If the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free Baggage allowance for the class of service concerned, as provided in Carrier's Regulations. If the Passenger has declared a higher value in accordance with Article 8.5 for his/her Checked Baggage, the liability of the Carrier is limited to such higher declared value.
- b)** In the case of Damage to Unchecked Baggage 332 SDR per Passenger.

15.3 MONTREAL AGREEMENT OF 1966

The Carrier shall avail itself of the limitation of liability provided in the Convention. However, in accordance with Article 22 (1) of the Convention, Atlantic Airways and certain other Carriers agree that as to all international Carriage by such Carriers to which the Convention applies and which, according to the Contract of Carriage, includes a point in the United States of America as a point of origin, a point of

destination or a Stopover:

- a)** The limit of liability for each Passenger for death, wounding or other bodily injury shall be the sum of US \$ 75.000 inclusive of legal fees and costs except that, in the case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$ 58.000 exclusive of legal fees and costs.
- b)** Such Carriers shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a Passenger, avail themselves of any defense under Article 20 (1) of the Convention.

Nothing herein shall be deemed to affect the rights and liabilities of such Carriers with regard to any claim brought by, on behalf of, or in respect of, any person who has wilfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger.

The names of Carriers party to the agreement referred to in this Paragraph are available at all ticket offices of such Carriers and may be examined on request. Each of such Carriers has entered into the said agreement solely on its own behalf and with respect to Carriage performed by it and has not thereby imposed any liability on any other Carrier with respect to the portion of the carriage performed by such other Carrier or assumed any liability with respect to the portion of the Carriage performed by such other Carrier.

ARTICLE 16: TIME LIMITATION ON CLAIMS AND ACTIONS

16.1 NOTICE OF CLAIMS

No action shall lie in the case of Damage to Checked Baggage unless the person entitled to delivery of the Baggage complains to the Carrier forthwith after the discovery of the Damage, and, at the latest within seven (7) days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within twenty-one (21) days from the date on which the Baggage has been placed at his/her disposal. Every complaint must be made on writing and dispatched within the specified time limits.

16.2 LIMITATION OF ACTIONS

Any right to Damages shall expire if an action is not brought within two 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. The method of calculating the period of limitation shall be determined by the law of the court before which the case is brought.

ARTICLE 17: MODIFICATION AND WAIVER

- 17.1** No Authorized Agent, employee or representative of the Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage.

[END OF DOCUMENT]