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ARTICLE 1 - DEFINITIONS

"We", "our", "ourselves" and "us" means Air Méditerranée, Le Fauga, 31, France.

"You", "your" and "yourself" mean any person, except members of the crew, whom we have agreed to carry on a flight bearing our Airline Designator Code. (See also definition for "Passenger").

"AIRLINE DESIGNATOR CODE" means either the two letter code 'ML or the three letter code 'BIE which identify us as an air carrier.

"BAGGAGE" means your personal property accompanying you in connection with your flight. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued solely for identification of your Checked Baggage.

"BOARDING PASS" means any alternative format which may be issued by ourselves or our handling agents.

"CHECK-IN DEADLINE" means the maximum time limits by which time you must have obtained your Boarding Pass and, where applicable, completed any visa/document checks, paid any Checked Baggage fees and/or excess baggage charges and deposited your Checked Baggage at a Bag-Drop.

"CHECKED BAGGAGE" means Baggage of which we take custody and for which we have issued a Baggage Identification Tag.

"CONFIRMATION/ITINERARY" means our website frame headed "Itinerary" setting out a "Flight Reservation Number" and showing "Status: Confirmed" specifying passenger name(s), flights, dates, timings and routes of the flights you have booked with us.

"CONVENTION" means the Montreal Convention 1999.

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

"PASSENGER" means a person whom we have agreed to carry on a flight, as identified by means of the issue of a Confirmation/Itinerary and booked on a flight.

“SDR” means a Special Drawing Right as defined by the International Monetary Fund.

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

ARTICLE 2 - APPLICABILITY, CHOICE OF LAW AND JURISDICTION

2.1 GENERAL

2.1.1 Except as provided in Articles 2.2 and 2.3, these Terms & Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated on the Confirmation/Itinerary for that flight or flight segment.

2.1.2 These Terms and Conditions of Carriage only apply to tickets sold on our web site.

2.1.3 These Terms and Conditions of Carriage do not prevail on tour operators and travel agencies terms and conditions for which Air Méditerranée is announced as carrier.

2.2 OVERRIDING LAW

2.2.1 These Terms & Conditions of Carriage are applicable unless they are inconsistent with applicable law in which event such law shall prevail.

2.2.2 If any provision of these Terms & Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid to the extent that the remaining provisions are capable of standing without the provision ruled invalid.

2.3 GOVERNING LAW AND JURISDICTION

Except as otherwise provided by the Convention or applicable law, your contract of carriage with us, these Terms & Conditions of Carriage and our Regulations shall be governed by and interpreted in accordance with the laws of France. Any dispute arising out of or in connection with this contract shall be subject to the jurisdiction of the French Courts.

2.4 INFORMATION ON TRANSPORT

2.4.1 All flights marketed on Air Méditerranée web site are operated by Air Méditerranée.

2.4.2 Due to technical, punctual or operating reasons, flights may be operated by a different carrier on behalf of Air Méditerranée. These Terms and Conditions of Carriage shall apply under these conditions.

ARTICLE 3 - RESERVATIONS AND DOCUMENTATION

3.1 GENERAL PROVISIONS

3.1.1 We will provide carriage only to the Passenger(s) named on the relevant Confirmation/Itinerary. We will require you to prove your identity and otherwise comply with our Terms and Conditions of carriage (click on <http://www.developpement-durable.gouv.fr/Avant-de-prendre-l-avion.html> for access to practical information (French Civil Aviation Authority source).

3.1.2 An administration fee applies to all bookings made on Air Méditerranée web site. The fee is payable on a per person/ per one-way flight basis at the level set out in our Article 19. Except as provided for in Article 10.2 or 10.3 below, this fee is non-refundable.

3.1.3 Flight bookings made through one of our reservations centers are subject to a Call Centre Booking Fee and is payable on a per person/ per one-way flight basis at the level set out in our Article 19. Except as provided for in Article 10.2 or 10.3 below, this fee is non-refundable.

3.1.4 A reservation made for a flight operated by us is valid only for the flight(s), date(s) and route specified on the Confirmation/Itinerary and cannot be used with any other carrier. However, flights may be changed subject to payment of the applicable flight change fee(s) plus any difference in price between the total amount originally paid and the total amount due for the new booking that may be available at the time. No change will be allowed after the flight effective date.

3.1.5 We do not authorize any change in name, whatever the reservation made.

3.1.6 In the event of serious illness or death of a Passenger making it impossible to travel, the reservations of the affected Passenger and of persons travelling on the same booking reference may be refunded in accordance with the provisions of Article 10.3.

3.2 OUR NAME AND ADDRESS

Our name may be abbreviated to our Airline Designator Code, or otherwise as shown on the Confirmation/Itinerary. Our address is 25 Rue du Luxembourg, Le Fauga, France.

3.3 CONTACT

3.3.1 Contact will be made with Passengers via the given e-mail address, and occasionally by text message to the mobile number, as provided at the time of making the reservation in respect of schedule change(s), flight cancellation or general correspondence. Evidence of dispatch of the text message/e-mail will be deemed to be evidence of receipt.

3.3.2 If you have not provided us with a valid e-mail address, you are invited to contact our Customer Support Service at service-clients@air-mediterranee.fr or one of our call centers at least 72 hours prior to scheduled time of departure.

3.3.3 Any complaints or claims will be accepted by mail. You are advised to submit copies of any documents only, as documents will not be retained or returned.

3.4 PERSONAL DATA

You recognize that personal data has been given to us for the purposes of: making a reservation, obtaining ancillary services such as hotel reservations and car rental, developing and providing services such as special facilities for persons with reduced mobility, facilitating immigration and entry procedures and making available such data to government agencies, in connection with your travel. For these purposes you authorize us to retain and use such data and to transmit it to our own offices, government agencies or the providers of the above mentioned services. Your personal data will not be used for marketing activities without your prior permission.

ARTICLE 4 - FARES, TAXES, FEES AND CHARGES

4.1 FARES

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

4.2 TAXES, FEES & CHARGES

Government taxes, airport passenger service charges, security levies and any fees levied by ourselves for a specific service in respect of a flight to be operated by us and undertaken by you shall be payable by you at the levels prevailing at the time you make your reservation. If

you do not travel, you may apply in writing within one month for a full refund of any such government taxes which have been invoiced. Other than government taxes, all other monies paid are non-refundable.

4.3 CURRENCY

Fares, taxes, fees and charges are payable in Euro. We may at our discretion, accept payment in another currency.

4.4 VALUE ADDED TAX ('VAT')

No VAT applies to fares or fees relating to international journey. However, prices shown for fares and related fees are subject to domestic routes at applicable government rates.

ARTICLE 5 - SPECIAL ASSISTANCE

5.1 Without prejudice to Article 5.2, passengers with disabilities or reduced mobility are not refused carriage on the basis of such disability or reduced mobility. Acceptance for carriage of young passenger travelling alone, incapacitated persons, pregnant women, persons with illness, blind or visually impaired passengers or other people requiring special assistance is subject to specific prior arrangement with us pursuant to our Regulations. ([click on http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32006R1107:FR:NOT](http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32006R1107:FR:NOT) concerning these subjects).

5.2 Passengers with disabilities or reduced mobility or their representative should contact us with details of any special assistance needs they may have on the day of booking or as soon as such needs become known but at least forty-eight (48) hours prior to travel. We will then make all reasonable efforts to verify whether there is a reason which is justified on the grounds of safety which would prevent such Passenger being accommodated on the flight(s) concerned and, if so, make reasonable efforts to propose an acceptable alternative. In accordance with Regulation (EC) No. 1107/2006 we may refuse, on the grounds of disability or of reduced mobility to embark a disabled person or a person with reduced mobility only in order to meet applicable safety requirements or if the size of the aircraft or its doors makes the embarkation or carriage of that disabled person or person with reduced mobility physically impossible. Once any special assistance and needs have been accepted by us, we will provide embarkation and in-flight assistance in accordance with Regulation (EC) No. 1107/2006 , and a disabled person or a person with reduced mobility who is denied embarkation on the grounds of his or her disability or reduced mobility and any person accompanying this person will be offered the right to reimbursement or re-routing as provided for in Regulation (EC) No. 261/2004 ([click here for the text setting out these rights](#))

provided that all safety requirements are met.

5.3 Unaccompanied minors (UM)

5.3.1 Air Méditerranée does not carry unaccompanied minors less than 4 years.

5.3.2 Children between 4 and 12 years old

We carry UM between 4 and 12 years old under following conditions:

5.3.2.1 Each UM will receive at booking a portfolio; this portfolio will include appropriate date with name and forename of child, final destination, flight number, formal liability disclaimer précising name and address of adult taking care of the child upon arrival.

The child will have to keep this portfolio during all flight.

5.3.2.2 Each UM will fly with nominal valid passport.

5.3.2.3 At airport booking, the person accompanying the UM will give a written authorization to travel from both UM parents. This form will need to be presented at the passport control and may be required at any time, including for return flight; do not lose this authorization.

5.3.2.3 At airport booking, the person accompanying the UM will give a written authorization to travel from both UM parents and appropriate power of attorney if said accompanying person is not a parent. . This must be signed by both parents or legal guardian with the signature notarized if the parents or legal guardian are not attending This power of attorney will need to be presented at the passport control and may be required at any time, including for return flight; do not lose this document.

5.3.3 Transit flights

In accordance with article 16, Air Méditerranée is a point to point carrier. We do not accept UM for transit flights; UM will be mandatorily being taken care by a duly authorized person as mentioned in article 5.3.2.4.

5.4 Travelling with an Accompanying Person

5.4.1 Passenger with Reduced Mobility

5.4.1.1 You are self reliant, if you can manage your own evacuation in any emergency evacuation situation.

5.4.2 You are mentally impaired?

5.4.2.1 You are self reliant if you can understand and apply safety instructions.

5.4.2.2 If you are not self reliant then we require you to travel with an able bodied accompanying person.

5.4.3 You are sensorial impaired?

5.4.3.1 We require you to travel with an able bodied accompanying person only if you are blind and deaf.

5.4.4 For children

5.4.4.1 Disabled and Reduced mobility

If the child can manage his own evacuation in any emergency evacuation situation, he can travel as UM, taken care of by Air Méditerranée.

5.4.4.2 Mental or sensorial impair

If the child can understand and apply safety instructions, he can travel as UM, taken care of by Air Méditerranée.

5.5 Pregnancy

5.5.1 : For the health of the mother and its baby, the following rules will apply :

5.5.2 Once an uncomplicated single pregnancy enters its 28th week, you are required to carry with you a 'fit to fly' letter at either airport check-in and/or the boarding gate (dated within 2 weeks of your booked flight) from your midwife/doctor stating the following:

- Your pregnancy is uncomplicated
- Your date of delivery
- Confirmation that you are in good health and fit to fly

5.5.3 Air Méditerranée reserves the right to refuse travel if a passenger over 28 weeks pregnant does not present to carry with you a "fit to fly" letter from their midwife/doctor.

5.5.4 For uncomplicated pregnancies travel is not permitted beyond the following dates:

- For an uncomplicated twins, triplets etc. pregnancy travel is not beyond the end of the 32nd week of pregnancy

- For an uncomplicated single pregnancy travel is not permitted beyond the end of the 36th week of pregnancy

5.6 Diseases

5.6.1 All air carriers have the right to refuse to carry passengers with conditions that may worsen, or have serious consequences, during the flight ([Download the World Health Organization fitness to fly information \(PDF - 84KB\)](#)).

5.6.2 If there is any concern or indication that a passenger could be suffering from an infectious disease/skin condition then the airline may require medical clearance. Passengers travelling with any visible skin conditions (which may include but not limited to the below) are recommended to travel with a medical certificate or doctor's letter confirming that they are fit to fly.

Passengers travelling with any of the following conditions are required to produce a medical certificate confirming that they are fit to fly:

- 5.6.3 Rubella: Passengers can be accepted for travel four (4) days after the appearance of the rash.
- 5.6.4 Measles: Passengers can be accepted for travel seven (7) days after the appearance of the rash.
- 5.6.5 Mumps: Passengers can be accepted for travel when all swelling has subsided. This is usually after seven (7) days however it can take up to 14 days.
- 5.6.6 Chicken pox: Passengers can be accepted for travel seven (7) days after the appearance of the last new spot.

5.7 Essential Medical Equipment/Supplies

5.7.1 If for medical reasons, passengers need to inject themselves during the flight (*e.g.*, diabetics) they are permitted to carry syringes in the cabin. They will be asked to produce appropriate medical evidence (a doctor's letter will suffice) when they check in or at security. This should be kept with them at all times.

5.7.2 Information in relation to the carriage of medical equipment is available in the [Special Assistance section](#) in the Travel Questions on or via your local Air Méditerranée call centre.

5.7.3 For the carriage of medication in your hand luggage please bring the prescription with you to allow security clearance.

5.7.4 Passengers who need to carry essential medical equipment/supplies in addition to their hand or checked baggage allowance should contact the Air Méditerranée [Special](#)

Assistance Line.**5.8 Oxygen**

5.8.1 Passengers requiring oxygen must carry a letter from their doctor written in English confirming that they are fit to travel; that they do not require a continuous supply of oxygen for more than 120 minutes at 4 liters per minute (high flow) or 240 minutes at 2 liters per minute (low flow) and that the oxygen we provide is suitable for them. Passengers will not be accepted for travel without this letter.

5.8.2 For safety reasons, Air Méditerranée does not permit passengers to bring their own oxygen on board. If oxygen is required for use during the flight it must be reserved at the latest 7 days prior to travel or directly with Air Méditerranée via your local Air Méditerranée call centre preferably on the same day of booking for a fee specified in the Air Méditerranée Fees.

5.8.3 Safety regulations limit oxygen requests to one per flight.

ARTICLE 6 - CHECK-IN, BOARDING & SEATING

6.1 All passengers must have their travel documents checked and Boarding Pass stamped at our Visa/Document Check Desk before going through airport security, and comply with Article 13.1.

6.2 Any applicable Checked Baggage fees and/or excess baggage charges must be paid and your Checked Baggage deposited at a Bag-Drop desk no later than scheduled registration limit as indicated on your boarding pass.

6.3 You must produce valid travel documentation matching the details on your Boarding Pass for all flights both at airport security and at the boarding gate.

6.4 You should be at the boarding gate at least thirty (30) minutes prior to scheduled departure. Boarding closes twenty (20) minutes prior to departure. If you arrive later than this at the boarding gate you will not be accepted for travel. For travel on a later flight, you will be required to make and pay for a new reservation.

6.5 We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

6.6 You must not carry hot drinks aboard the aircraft or consume your own alcohol on

board.

6.7 You may not smoke in any part of an aircraft operated by us. Failure to adhere to this stipulation may result in severe criminal penalties being brought against you as well as all disruption costs being claimed against you.

6.8 We will not be liable to you for any loss or expense incurred due to your failure to comply with Articles 6.1 to 6.7 above.

ARTICLE 7 - REFUSAL OF CARRIAGE

7.1. We may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights.

7.2 We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.2.1 Such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.2.2 The carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.2.3 Your mental or physical state or attitude or demeanor, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.2.4 You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

7.2.5 You have refused to submit to a security check;

7.2.6 You have not paid the applicable fare, taxes, fees or charges;

7.2.7 You owe us any money in respect of a previous flight owing to payment having been dishonored, denied or recharged against us;

7.2.8 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.2.9 You cannot prove that you are the person named in the Boarding Pass;

7.2.10 you fail to observe our instructions with respect to safety or security.

If we have, in the reasonable exercise of our discretion under this Article 7.2 refused to carry you on the basis of any of the above, or have removed you en route, we may cancel the remaining unused portion of your Ticket and you will not be entitled to further carriage. We will not be liable for any consequential loss or damage alleged due to any such refusal to carry

ARTICLE 8 - BAGGAGE

8.1 CABIN BAGGAGE

8.1.1 You may carry strictly one item of cabin baggage per passenger (no allowance for infants) subject to certain weight and dimensions restrictions (5 kgs maximum weight, global size not exceeding 55cmx35cmx20cm). If you are unsure, check at the Bag-Drop desk before going through security.

8.1.2 You will be required to pay a charge for the carriage of Checked Baggage in excess of your personal Checked Baggage allowance and for any sports equipment, musical instruments and certain other items which we may elect, upon prior notification duly accepted by us, to carry in cabin, all subject to our rates, conditions and limitation.

8.2 CHECKED BAGGAGE

8.2.1 Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

8.2.2 Checked Baggage must have your name or other personal identification affixed to it.

8.2.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 You must not include in your Baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons or property on board the

aircraft, as more particularly set out in Article 8.9 below;

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

8.3.1.3 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used;

8.3.1.4 fish, game or hunting trophies;

8.3.1.5 paints, Christmas crackers, energy saving light bulbs, items with internal combustion engines including, but not limited to, chainsaws, model aircraft and lawnmowers;

8.3.2 You must not include in Checked Baggage money, jewellery, precious metals, keys, cameras, computers, medicines, spectacles, sunglasses, contact lenses, watches, mobile phones, personal electronic devices, negotiable papers, securities, cigarettes, tobacco or tobacco products or other valuables, business documents, passports and other identification documents or samples.

8.3.3 If, despite being prohibited, any items referred to in this Article 8.3 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

8.4 BAGGAGE IN EXCESS AND SPECIFIC ITEMS CARRIAGE

8.4.1 We refuse to carry as Baggage prohibited items as listed in articles 8.3 and 8.9 and we shall refuse to continue transportation in case of discovery.

8.4.2 Payment of additional fees related to Baggage in excess does not guarantee transportation on same flight same day. Excess Baggage will be as possible carried out in same flight than Passenger, unless if, for security, safety or operating reasons, we decide to carry these items on a different flight. If Baggage in excess is carried out on a different flight, it will be delivered at arrival airport.

8.4.3 Any Baggage exceeding authorized weight will be deemed as Excess Baggage.

8.5 RIGHT TO REFUSE CARRIAGE

8.5.1 We will refuse to carry as Baggage the items prohibited by Articles 8.3 and 8.10, and refuse further carriage of any such items upon discovery.

8.5.2 We may refuse to carry as Baggage any item reasonably considered by us to be

unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers.

8.5.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers.

8.6 RIGHT OF SEARCH

8.6.1 For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your baggage. If you are not available, your baggage may be searched in your absence for the principal purpose of determining whether you are in possession of or whether your baggage contains any item described in Articles 8.3 above or 8.9 below.

8.6.2 If you are unwilling to comply with such request we may refuse to carry you and your baggage. In the event of that search or scan causes damage to you, or an x-ray or scan causes damage to your baggage, we shall not be liable for such damage unless due to our fault or negligence.

8.7 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.7.1 Subject to Article 8.2.3, you are required to collect your Checked Baggage as soon as it is made available at your destination. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

8.7.2 Only the bearer of the Baggage Identification Tag is entitled to delivery of the Checked Baggage.

8.7.3 If a person claiming Checked Baggage is unable to produce and/or identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

8.8 ANIMALS, CARGO AND HUMAN ASHES

8.8.1 We do not carry animals on hold.

8.8.2 Only three animals are authorized in cabin, except guide dogs on certain destinations. We can not grant transportation of these animals if three animals have already been registered; only flight captain being able to grant approval under said circumstances. We recommend then to said passengers to make the earliest possible check in process.

8.8.3 The carriage of ashes is permitted as cabin baggage, and may be carried in addition to

your single permitted piece of normal cabin baggage provided that a copy of the death certificate and the cremation certificate accompanies them. You must ensure that the ashes are securely packaged in a suitable container with a screw top lid and protected against breakage.

8.9 PROHIBITED ARTICLES

8.9.1 Passengers are not permitted to carry the following articles into the security restricted area and the cabin of an aircraft:

8.9.1.1 Guns, Firearms & Weapons; any object capable, or appearing capable, of discharging a projectile or causing injury, including all firearms (pistols, revolvers, rifles, shotguns, etc.) Replica and imitation firearms, Component parts of firearms (excluding telescopic sighting devices & sights), air pistols, rifles and pellet guns. Signal flare pistols, Starter pistols, Toy guns of all types, compressed air and CO2 guns such as pistols, pellet guns, rifles, ball bearing guns, industrial bolt and nail guns, cross bows, catapults, harpoon and spear guns, Animal humane killers, stun or shocking devices, *e.g.* stun guns, tasers, stun batons, cattle prods, ballistic conducted energy weapons (laser), lighters shaped like a firearm.

8.9.1.2 Pointed/edged Weapons & Sharp Objects; pointed or bladed articles capable of causing injury, including axes & hatchets, cleavers, arrows and darts, crampons (grappling iron, hooked bar of iron, or plate with iron spikes used in mountaineering), harpoons & spears, ice axes & ice picks, ice skates, knives with blades of more than 6 cms including lockable or flick knives, ceremonial, religious and hunting knives, made of metal or any other material strong enough to be used as a potential weapon, meat cleavers, machetes, open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge), sabres, swords and swordsticks, scalpels, scissors with blades more than 6 cms as measured from the fulcrum, ski and walking/hiking poles, throwing stars, tradesman's tools with a blade or a shaft of more than 6 cms that have the potential to be used as a pointed or edged weapon, *e.g.* drills and drill bits, box cutters, utility knives, all saws, screwdrivers, chisels, crowbars, hammers, pliers, wrenches/spanners, blow torches.

8.9.1.3 Blunt Instruments: any blunt instrument capable of causing injury, including tennis rackets, baseball and softball bats, clubs or batons - rigid or flexible - *e.g.* billy clubs, blackjacks (truncheon of leather covered lead with flexible shaft), night sticks & batons, cricket bats, golf clubs, hockey and hurley sticks, lacrosse sticks, kayak and canoe paddles, skateboards, billiard, snooker and pool cues, fishing rods, martial arts equipment, *e.g.* knuckle dusters, clubs, coshes, rice flails, num-chucks, kubatons, kubasaunts.

8.9.1.4 Explosives and flammable substances; any explosive or highly combustible substance which poses a risk to the health of passengers and crew or the security/safety of aircraft or property, including ammunition, blasting caps, detonators & fuses, explosives and explosive devices, replica or imitation explosive material or devices, mines & other explosive military

store, grenades of all types. gas & gas containers, e.g. butane, propane, acetylene, oxygen - in large volume, fireworks, flares in any form and other pyrotechnics (including party poppers and toy caps), non safety matches, smoke generating canisters or cartridges, flammable liquid fuel, e.g. petrol/gasoline, diesel, lighter fluid, alcohol, ethanol, aerosol spray paint, turpentine & paint thinner, alcoholic beverages exceeding 70% by volume (140% proof)

8.9.1.5 Chemical and Toxic Substances: any chemical or toxic substances which pose a risk to the health of passengers and crew or the security/ safety of aircraft or property, including: acids and alkalis, e.g. spillable "wet" batteries, corrosive or bleaching substances - e.g. mercury, chlorine, disabling or incapacitating chemical, gases and sprays- e.g. mace, pepper spray, capsicum, tear gas, acid sprays, animal repellent sprays, radioactive material - e.g. medicinal or commercial isotopes, poisons, infectious or biological hazardous material - e.g. infected blood, bacteria and viruses, material capable of spontaneous ignition or combustion, fire extinguishers (excepting as authorized by fire protocols and as aircraft emergency equipment).

8.9.2 The following items shall not be placed in Checked Baggage: Dynamite, gunpowder, explosives, including detonators, fuses, ammunition, grenades, mines blasting caps and plastic explosives. Gases: propane, butane. Flammable liquids, including gasoline, methanol, flammable solids and reactive substances, including magnesium, firelighters, fireworks, flares and other pyrotechnics. Oxidizers and organic peroxides, including bleach, car body repair kits. Toxic or infectious substances, including rat poison, infected blood, radioactive material, including medicinal or commercial isotopes. Corrosives, including mercury, vehicle batteries, vehicle fuel system components which have contained fuel.

8.10.3 Any sharp objects in Checked Baggage should be securely wrapped to prevent injury to screeners and handling personnel.

ARTICLE 9 - SCHEDULES, CANCELLATIONS, DELAYS AND DIVERSIONS

9.1 SCHEDULES

9.1.1 The flight timings shown on your Booking Confirmation or elsewhere may change between the date of reservation and the date of travel.

9.1.2 When we accept your booking, we will notify you of the scheduled flight timings in effect as of that time, and it will be shown on your Confirmation/Itinerary. It is possible we may need to change the scheduled flight timings after you have booked your flight. If you provide us with your e-mail address and an away contact number, we will endeavor to notify you of any changes by such means. In the situations not covered by Article 9.2 below, if,

after you make your reservation, but before the date of travel, we change the scheduled departure time by more than three hours and this is unacceptable to you and we are unable to book you on an alternative flight which is acceptable to you, you will be entitled to a refund for all monies paid in respect of the time changed flight, without further liability.

9.1.3 You may check the schedule of your flight, up to 2 days before departure, on our website www.air-mediterranee.fr, choice "Flight Schedules".

9.2 CANCELLATION AND DELAYS

9.2.1 If your flight is cancelled or delayed for at least five (5) hours, we shall, either:

9.2.1.1 carry you at the earliest opportunity on another of our scheduled services on which space is available between the same routing points or,

9.2.1.3 make a refund which shall in no way exceed paid price, excluding service fees.

9.2.2 Acceptance of one of the here above option of article 9.2.1 will release Air Méditerranée from any other liability or from any additional consequential or subsequential damage whatsoever.

9.3 DIVERSIONS

If, for reasons outside our control, we are unable to land at the airport at your destination and are diverted so as to land at another airport then the carriage by air shall, unless the aircraft continues to the original destination, be deemed to be completed when the aircraft arrives at that other airport. We shall, however, arrange or designate alternative transportation, whether by our own services or by other means of transportation specified by us to carry you to the original destination as set out in your Confirmation/Itinerary without additional cost.

Paris airport shall be deemed to include either Paris Orly, Paris Charles De Gaulle or Beauvais airport.

9.4 DENIED BOARDING COMPENSATION

If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding on our flights in accordance with applicable law. If you are denied boarding ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance. ([click here for the text setting out these rights](#) French Civil Aviation Authority Source)

ARTICLE 10 - REFUNDS

10.1 NON-REFUNDABILITY

Except as provided in Articles 3.1.6, 10.2 and 10.3 of these Terms & Conditions, all monies paid for flights operated by ourselves are non-refundable.

10.2 INVOLUNTARY REFUNDS

Except as otherwise provided by the Convention or Regulation (EC) No. 261/2004 ([click here for the text setting out these rights](#) French Civil Aviation Authority Source), if we cancel a flight, fail to operate a flight reasonably according to schedule or cease to operate a route, we shall make a refund to you in respect of each sector shown in the Confirmation/Itinerary but which has not been flown for any of these reasons. The amount of refund shall be equal to the fare paid plus any associated taxes, fees and charges paid, except service fees.

10.3 BEREAVEMENTS

In the case of a bereavement of an immediate family member (spouse, civil partner, mother, father, brother, sister, child, grandparent or grandchild) within fourteen days of intended travel,

Or

In the case of a very important disease of a Passenger within fourteen days of intended travel,

we will, upon application made as soon as reasonably practicable but in any event by the proposed date of travel and accompanied by a copy of the applicable death certificate, make a refund in line with Article 10.2.

ARTICLE 11 - CONDUCT ABOARD AIRCRAFT

11.1 GENERAL

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which we reasonably believe may cause or does cause discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

11.2 ELECTRONIC DEVICES

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

ARTICLE 12 - ADDITIONAL SERVICES

When the services of any third party offering to provide services other than carriage by air such as rail and coach transfers, hotel or hostel reservations or car rental are promoted either on <http://www.air-mediterranee.fr/> or in any other media, these services are operated by third parties and the terms and conditions of the third party service provider will apply. We are not responsible for the correct performance or otherwise of these third party suppliers and in particular are not responsible for late, cancelled or incorrectly featured transfer information.

ARTICLE 13 - ADMINISTRATIVE FORMALITIES

13.1 GENERAL

13.1.1 You are responsible for obtaining all required travel documents and visas and for

complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

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

13.1.3 Driving licenses, residence permits, family documentation will not be taken into consideration without appropriate ID. ID with no photos or photos of low quality or with expired validity date will be rejected.

13.2 TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these and such other requirements as are set out in our Regulations, or your travel documents do not appear to be in order. ([click here for Regulations concerning Travel Documentation](#) French Civil Aviation Authority Source).

13.3 REFUSAL OF ENTRY

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

13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage as set out on your Confirmation/Itinerary, or any of your funds in our possession. The above may be extended to all Passengers appearing in your booking file.

13.5 CUSTOMS INSPECTION

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

13.6 SECURITY INSPECTION

You shall submit to any security checks by duly authorized representatives of governments or airport authorities or by us.

ARTICLE 14 - LIABILITY FOR DAMAGE

14.1 International travel, as defined in the Convention, is subject to the liability rules of the Convention and European Union Council Regulation No.2027/97 (as amended by Regulation No. 889/2002) which are summarized as an attachment to these Terms & Conditions. Additionally, our liability will be determined by these Terms & Conditions of Carriage.

14.2 There are no financial limits to our liability for death, wounding or any other bodily injury suffered by a Passenger. We have strict liability up to 113,100 SDRs unless we can prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger. For claims in excess of this limit, we may be exonerated if we can prove that we and our agents took all necessary measures to avoid the damage or that it was impossible for us or them to take such measures.

14.3 We will without delay, and in any event not later than fifteen (15) days after the identity of the natural person entitled to compensation has *prima facie* been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. Such payment shall not be less than 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. Advance payments made hereunder shall not be returnable unless:

14.3.1 we prove that the Damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger; or

14.3.2 where it is subsequently proved that the person who received the advance payment was not the person entitled to compensation; or

14.3.3 it is subsequently proved that the person who received the advance payment caused, or contributed to, the Damage by negligence.

14.4 Subject to Articles 14.2 and 14.3 above, our liability provisions are as follows:

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

14.4.2 We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

14.4.3 We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

14.4.4 Our liability in the case of Damage to Baggage shall be limited to 1,131 SDRs (or equivalent) per passenger unless you have had a declaration of higher value by check-in at the latest and paid a supplementary fee.

14.4.5 Except where other specific provision is made in these Terms & Conditions, we shall be liable to you only for recoverable compensatory damages for proven losses and costs in accordance with the Convention.

14.4.6 We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

14.4.7 We are liable for Damage sustained in case of destruction, loss of, or damage to, Checked Baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in our charge. However, we are not liable if and to the extent that the Damage resulted from the inherent defect, quality or vice of the Baggage. We shall have no liability whatsoever for damage to articles not permitted to be contained in Checked Baggage under Article 8.3 above which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. In the case of Unchecked Baggage, including personal items, we are liable only if the Damage resulted from our fault or that of our servants or agents. See Article 8.10 for items not permitted in the cabin and/or aircraft hold.

14.4.8 We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

14.4.9 These Terms & Conditions of Carriage and their exclusions or limits of liability, applies to our servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such employees, representatives and persons shall not exceed the amount of our own liability, if any.

14.4.10 Nothing in these Terms & Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

14.5 Pursuant to Article 22 of the Convention, if you or your Checked Baggage suffer a delay in the carriage by air, we shall not be liable for Damage occasioned by a delay if we prove that we or our servants and agents took all measures that could reasonably be required to avoid such Damage or that it was impossible for us or them to take such measures. If we are liable for Damage occasioned by delay, except for cases of gross negligence Our liability for such Damage is limited as follows:

14.5.1 for Damage caused by delay in the carriage of Passengers, our liability is limited to 4,694 SDRs for each Passenger.

14.5.2 for Damage caused by delay in the carriage of Baggage, our liability is limited to 1,131 SDRs for each Passenger.

ARTICLE 15 - TIME LIMITATION ON CLAIMS AND ACTIONS

15.1 NOTICE OF CLAIMS

15.1.1 Acceptance of Checked Baggage by the bearer of the Baggage Identification Tag, without complaint at the time of delivery, is *prima facie* evidence that it has been delivered in good condition and in accordance with the contract of carriage.

15.1.2 If you wish to file a claim or an action regarding Damage to Checked Baggage, you must write and complain as soon as possible. In the case of Damage to Checked Baggage, you must write and complain within seven (7) Days and in the case of delay within twenty-one (21) Days, in both cases from the date on which the Baggage was placed at your disposal.

15.2 LIMITATION OF ACTIONS

Any claim or action in accordance with Article 9, or any right to damages shall be extinguished if an action is not brought within twenty one (21) days of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 16 - POINT-TO-POINT AIRLINE

We are a 'point-to-point' airline. We therefore do not offer, and cannot facilitate, the transfer of passengers or their baggage to other flights, whether operated by ourselves or by other carriers. Passengers should not book onward flights connections with us or indeed with any other air or surface carrier.

ARTICLE 17 - CASH/CREDIT/DEBIT CARD TRANSACTIONS

17.1 Passengers who pay for their flights with a credit card billed in a currency other than the Euro may be charged banking fees or exchange fees by their own bank. We do not perceive these fees and cannot be deemed liable for these fees.

17.2As the case may be, you may have to pay at booking, taxes, fees or charges for carriage of excess baggage and sporting equipment. Some airports may have local arrangements for the acceptance of cash and will often accept major debit cards issued in their country. Passengers intending to pay for these items at the airport should contact the airport in advance to determine if the airport will accept cash and/or which debit cards are acceptable as a form of payment.

ARTICLE 18 - INTERPRETATION

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

ARTICLE 19 - CONSOLIDATED TABLE OF FEES

Fees are subject to VAT on Italian, French, Spanish, Portuguese and German domestic routes at the applicable government rates.

Bag excess	Please refer at checkin desk at departure airport
Wind surf	50 euros
Bicycle	35 euros

Pet in cabin	30 euros
Guide dog	Free (must be secured)
Golf, submarine, surf and ski activities	10 euros/kg (never included in baggage allowance)