

General Terms and Conditions for Carriage

Article 1 - Applicability

1.1. The following Terms and Conditions shall be applicable between:

The Charterer, Planit Travel Services Limited, a company incorporated under the Laws of Malta, with company registration number C 20296, that undertakes to offer the service of chartering an aircraft for the transportation of Customers;

AND

The Carrier, Mediterranean Aviation Company Limited (MEDAVIA), with company registration number C 4145, that undertakes to perform carriage by air and operate the aircraft;

AND

The Customer, whether a natural or legal person, that undertakes to avail of the service offered by the Charterer.

1.2. The following terms and conditions shall apply between the Charterer, the Carrier and the Customer upon purchase of the Voucher by the Customer from the Charterer, which Voucher shall include the following:-

- Customer information
- Flight timetable
- Reference number
- Flight details
- Departure details
- Destination details
- Baggage allowance
- Check in details
- Airport representative contact details

1.3. Any amendment to these terms and conditions is only valid if such amendment has been confirmed in writing by the Charterer.

Article 2 – Definitions and Overriding Law

Article 2.1 As you read these conditions, please note that:



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- "We", "our", "ourselves" and "us" means the Charterer and/or the Carrier.
- "You", "your" and "yourself" means the Customer.
- "AUTHORISED AGENT" means a Customer sales agent who has been appointed by us to represent us in the sale of air transportation on our services.
- "BAGGAGE" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.
- "BAGGAGE CHECK" means those portions of the Ticket which relate to the carriage of your Checked Baggage.
- "BAGGAGE IDENTIFICATION TAG" means a document issued solely for identification of Checked Baggage.
- "CARRIER" means Mediterranean Aviation Company Limited (MEDAVIA).
- "CHARTERER" means Planit Travel Services Limited.
- "CHECKED BAGGAGE" means Baggage of which we take custody and for which we have issued a Baggage Check.
- "CHECK-IN DEADLINE" means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.
- "CONDITIONS OF CONTRACT" means those statements contained in or delivered with your Voucher, Ticket or Itinerary/Receipt, identified as such and which incorporate, by reference, these Conditions of Carriage and notices.
- "CONVENTION" means whichever of the following instruments are applicable:
 - the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
 - the Warsaw Convention as amended at The Hague on 28 September 1955;
 - the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
 - the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
 - the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
 - the Guadalajara Supplementary Convention (1961);
 - the Montreal Convention (1999)
- "CUSTOMER" means any person, whether natural or legal, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").
- "CUSTOMER VOUCHER" or "CUSTOMER RECEIPT" means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you. Said voucher shall include inter alia customer information, the flight timetable, reference number, flight details, departure details, destination details, baggage allowance, check in details and airport representative contact details.
- "DAMAGE" includes death, wounding, or bodily injury to a Customer, loss, partial loss or theft of or other damage to Baggage, arising out of or in connection with carriage or other services incidental thereto performed by us.
- "DAYS" mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.
- "ELECTRONIC VOUCHER" means an electronic flight voucher or other value document held in our database.



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- "ELECTRONIC COUPON" means the Itinerary/Receipt issued by us or on our behalf, the Electronic Vouchers and, if applicable, a boarding document.
- "FLIGHT VOUCHER" means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Coupon, the Electronic Voucher, and indicates the particular places between which you are entitled to be carried.
- "ITINERARY/RECEIPT" means a document or documents we issue to Customers travelling on Electronic Coupons that contains the Customer's name, flight information and notices.
- "STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination, which lasts not less than 24 hours.
- "TARIFF" means the published fares, charges and/or related conditions of carriage of an airline filed, where required, with the appropriate authorities.
- "TICKET" means either the document entitled "Customer Ticket and Baggage Check" or the Electronic Coupon, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Vouchers.
- "UNCHECKED BAGGAGE" means any of your Baggage other than Checked Baggage.
- "VOUCHER" means both a paper Flight Voucher and/or an Electronic Voucher, each of which entitles the named Customer to travel on the particular flight identified on it.

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 Terms & conditions prevail over regulations

In the event of any inconsistency between these Terms & Conditions of Carriage and our Regulations, these Terms & Conditions of Carriage shall prevail.

[Article 3 - Scope](#)

3.1. The scope of these Terms and Conditions is to regulate the relationship between the Charterer, the Carrier and the Customer.

3.2. The subject of these terms and conditions is the transportation of Customers from the point of departure to the point of destination.

[Article 4 - Currency](#)

All prices shall be in Euro, unless another currency is indicated by the Charterer.



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Article 5 - Payment

All payments are due and to be effected prior to the issuance of the Voucher unless otherwise specified in writing.

Article 6 - Substitution of the Aircraft

6.1. The Charterer retains discretion as to the type of aircraft to assign to the Customer unless otherwise agreed upon in writing.

6.2. In the event of a nominated aircraft, if the Charterer shall for any reason substitute the aircraft, the Charterer shall so substitute the aircraft with a similar type aircraft. If Substitution with a similar type aircraft is not possible, the liability of the Charterer shall be limited to repayment by the Charterer to the Customer of the payment or portion thereof of the Voucher price.

Article 7 - Tickets

7.1 We will provide carriage only to persons who possess a valid Ticket (which includes the Flight Voucher for that flight, unused Flight Vouchers for subsequent flights recorded in the Ticket, and the Customer Voucher), provided that, for each Customer, such person is named as the Customer in the Ticket and he or she produces a valid passport or identity card which, in the case of an Electronic Coupon, must bear a serial number that matches the number specified in the Electronic Coupon Receipt/Itinerary.

7.2 In the case of an Electronic Coupon, you are required to bring your Electronic Coupon Receipt/Itinerary or Customer Receipt with you to the airport as it may be necessary for you to present it to us and to airport immigration and security personnel.

7.3 You will not be entitled to be carried on a flight if the Ticket presented is mutilated, spoilt or tampered with, or if it has been altered otherwise than by us or our Authorised Agent.

7.4 For the purposes of the Warsaw Convention and the Montreal Convention, an Electronic Coupon Receipt/Itinerary is deemed to serve as a Customer ticket and a baggage check/document of carriage.

7.5 You cannot transfer your Ticket to another person.

7.6 Some of our Tickets are sold at special fares which may be partially or completely non-refundable. You may wish to ensure that you have appropriate insurance to cover instances where you are unable to make use of such a Ticket.

7.7 The Ticket is and remains at all times our property if issued by us or our Authorised Agent. If the Ticket has been issued by, or on behalf of, another airline, it is and remains the property of that airline.



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Article 8 - Compliance with Timetable and Incomplete Performance

8.1. The Charterer shall use its best endeavours to complete the journey in accordance with the flight timetable indicated on the Voucher, but shall be entitled to differ from the said flight timetable if it is necessary.

8.2. In the event of denied boarding, cancellation or delay, which is not a result of extraordinary circumstances as defined in clause 8.5., Force Majeure as defined in clause 10.1., or special circumstances as indicated in clause 8.6., 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, shall apply, which for ease of reference has been represented in the attached Medavia Delay Notice.

Without prejudice to the terms of this Agreement and for the avoidance of doubt, in the event of denied boarding, cancellation or delay, which is not a result of extraordinary circumstances as defined in clause 8.5., Force Majeure as defined in clause 10.1., or special circumstances as indicated in clause 8.6., the level of compensation established in Regulation (EC) NO 261/2004 of the European Parliament and of the Council of 11 February 2004 shall also apply to any passenger who is not a resident or citizen of the European Union.

In the event of denied boarding, cancellation or delay, which is not a result of extraordinary circumstances as defined in clause 8.5., Force Majeure as defined in clause 10.1., or special circumstances as indicated in clause 8.6., the liability of the Charterer/or Carrier (as applicable) shall be strictly limited to the level of compensation established in terms of Regulation (EC) NO 261/2004 of the European Parliament and of the Council of 11 February 2004.

8.3. The Charterer and the Carrier in the eventuality of denied boarding, cancellation or delay which is not a result of extraordinary circumstances as defined in clause 8.5., Force Majeure as defined in clause 10.1., or special circumstances as indicated in clause 8.6., shall first call for volunteers to surrender their reservations in exchange for benefits.

8.4. The obligations of the Charterer and Carrier shall be excluded completely in the case the denied boarding, cancellation or delay is imputable to extraordinary circumstances as defined in clause 8.5. which could not have been avoided even if all reasonable measures had been taken.

8.5. Extraordinary circumstances may occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings and strikes that affect the operation of the aircraft. Extraordinary circumstances shall also be deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft on a particular day gives rise to a long delay, an overnight delay or the cancellation of one or more flights by that aircraft, even though all reasonable measures had been taken by the Charterer and the Carrier to avoid the delays or cancellations.

8.6. In view of the special circumstances surrounding the undertaking of flights to and from the airports of Mitiga, Misurata and Labraq in Libya and the current unrest war and insurrection in Libya, the obligations of the Charterer and Carrier are excluded completely in the case of denied boarding, cancellation or delay imputable to said special circumstances.

8.7. The Charterer and the Carrier shall not be liable for any further damages whether direct or consequential, that may arise as a consequence of denied boarding, cancellation or delay.



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8.8. In the event of delay of a Customer leading said Customer to miss the flight as scheduled in the Voucher and in case of no-show of a Customer, the Charterer will not refund the payment made prior to the issuance of the voucher or allow the Customer to change the date of the flight.

8.9. If before boarding the Customer refuses to abide by the instructions of the captain of the aircraft, the Customer will not be allowed on board the aircraft. If after boarding the Customer refuses to abide by the instructions of the captain of the aircraft, the Customer will be liable for his misconduct. This behaviour shall be solely attributable to the Customer. In the event of delay to the flight the Charterer reserves the right to sue the Customer.

Article 9 - Diversions

If for reasons of Force Majeure as defined in clause 10.1. below, beyond the control of the Charterer the Aircraft is diverted from the airfield of destination shown in the flight timetable contained on the Voucher to another airfield (including return to the airfield of departure), the journey shall be deemed to be complete when the aircraft arrives at that other airfield, and the Charterer shall immediately after it is notified by the Carrier, notify the Customer of such diversion.

Article 10 - Force Majeure

10.1. Force Majeure shall be defined as Act of God, earthquake, fire, flood, hurricane or any other natural disturbance, insurrection, strike, riot, war (declared or undeclared), acts of Terrorism, explosion, epidemics, action by any Government Authority de facto or de jure, or any circumstances beyond the control of the parties and not occasioned by the fault or negligence of either party.

10.2. In the event of the Charterer being by reason of Force Majeure rendered unable, wholly or in part, to carry out its obligations, under these Terms and Conditions, then upon the Charterer giving notice and full particulars of the Force Majeure to the Customer, which notice shall be given immediately after the occurrence of the events relied on, the obligations of the Charterer in so far as affected by such Force Majeure shall be terminated.

Article 11 - Captain's Discretion

11.1. The operation of the aircraft is at the discretion of the captain of the aircraft.

11.2. Without prejudice to the generality of Clause 11.1., the captain of the aircraft's discretion shall include but is not limited to:-

- Which goods may safely be carried in the aircraft;
- Baggage loading, allocation/placement and unloading
- Whether and when a flight may safely be undertaken
- Where and when the aircraft should land
- The alteration of the route, Customer seating, weight, maximum take-off and flight timetable
- Whether and/or how unutilized space should be used and

- Whether to use the space unutilized on the aircraft.
- Seating arrangements

11.3. All decisions taken by the captain of the aircraft shall be binding upon the Charterer, Carrier and the Customer.

Article 12 - Customer Baggage

12.1. Customer baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the captain of the aircraft to be of excessive weight or size will not be permitted on the aircraft. If proper packing and securing of goods to be carried in the aircraft is reasonably required to be in accordance with any decision of the captain of the aircraft, any costs incurred will be borne by the Customer.

12.2. Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe, or because of their weight, size, shape or character, or because they are fragile or perishable having regard to, among other things, the type of aircraft being used, are items deemed to be unacceptable as baggage.

12.3. Prohibited or dangerous baggage must be declared as per prohibited and dangerous good regulations. Goods must be packaged and marked correctly according to the appropriate authorities.

12.4. In the event of any breach of any of the regulations, laws, directions or these Terms and Conditions, the Customer or any other person having an interest in the baggage, shall at all times keep the Charterer indemnified against all claims, demands, liabilities, actions, proceedings, costs and damages whatsoever, which result or whose amount is increased by reason of such failure, omission, breach or other default.

12.5 Checked Baggage

12.5.1 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.

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

12.5.3 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.

12.6 Unchecked Baggage

12.6.1 We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.



12.6.2 Objects not suitable for carriage in the cargo compartment will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may be required to pay a separate charge for this service.

12.7 Animals

We reserve the right, at our absolute discretion, to refuse to carry any animals. If we agree to carry any animals they will be carried subject to the following conditions:

12.7.1 You shall ensure that animals such as dogs, cats, household birds and other pets, are properly crated (or carried in a container complying with any applicable legal requirements) and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

12.7.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.

12.7.3 Guide dogs accompanying Customers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

12.7.4 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.

12.7.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

12.8 Items removed by airport security personnel

We will not be responsible for, or have any liability in respect of, articles removed from your Baggage by airport security personnel acting in accordance with any applicable regulations.

Article 13 - Liability

13.1. The Charterer shall not be liable for any bodily injury or death suffered or incurred by or otherwise arising in respect of a Customer, not imputable to the Charterer, including but not limited to Force Majeure.

13.2. The Carrier shall not be liable for any bodily injury or death suffered or incurred by or otherwise arising in respect of a Customer, not imputable to the Carrier, including but not limited to Force Majeure.

13.3. In the event of liability of the Charterer or the Carrier for any bodily injury or death suffered or incurred by or otherwise arising in respect of a Customer, the Charterer's or the Carrier's liability shall be limited in terms of the applicable Convention.

13.4. The Charterer reserves the right to be indemnified by the Carrier, the Customer or third party, should the Carrier, Customer and/or third party be liable in whole or in part, for any bodily injury or death suffered or incurred by or otherwise arising in respect of a Customer.

13.5. The Charterer shall not be liable for any loss, damage, destruction or delay suffered or incurred to any baggage, personal effects carried or to be carried on the aircraft, not imputable to the Charterer, including but not limited to Force Majeure.

13.6. The Carrier shall not be liable for any loss, damage, destruction or delay suffered or incurred to any baggage, personal effects carried or to be carried on the aircraft, not imputable to the Carrier, including but not limited to Force Majeure.

13.7. In the event of liability of the Charterer or the Carrier for any loss, damage, destruction or delay suffered or incurred to any baggage, personal effects carried or to be carried on the Aircraft, the Charterer's or the Carrier's liability shall be limited in terms of the applicable Convention. In the event the Customer wishes to be covered for a higher amount, the Customer should inform the Charterer beforehand.

13.8. The Charterer reserves the right to be indemnified by the Carrier, the Customer or third party should the Carrier, the Customer and/or third party be liable in whole or in part, for any loss, damage, destruction or delay suffered or incurred to any baggage, personal effects carried or to be carried on the aircraft.

13.9. Unless otherwise expressly stipulated above, in the event of any other liability not contained in these Terms and Conditions but related to the journey, the Charterer shall have a combined limit of liability in respect of each Customer up to one thousand Euro (€1,000).

13.10. In view of the special circumstances surrounding the undertaking of the flights to and from the airports of Mitiga, Misurata and Labraq in Libya and the current unrest war and insurrection in Libya, together with the insurers decision to limit the insurance cover provided as a result of said special circumstances, the Charterer and the Carrier shall only be held liable for any passenger per occurrence in respect of losses, claims or other outgoings up to the limit established in the applicable Convention per passenger whilst the aircraft is in the sovereign airspace of Libya. For the purposes of this clause, it is agreed that the airspace of Libya shall have the following meaning: Airspace means the portion of the atmosphere controlled by a country above its territory, including its territorial waters or, more generally, any specific three-dimensional portion of the atmosphere. For the purposes of these Terms and Conditions, the notion of a country's sovereign airspace corresponds with the maritime definition of territorial waters as being 12 nautical miles (22.2km) out from the nation's coastline.

[Article 14 - Fares, Taxes, Fees, Charges and Exceptional Circumstances Surcharges](#)

14.1 Fares

14.1.1 The fare paid for your Ticket covers carriage of you and your Baggage from the airport at the place of departure to the airport at the place of destination via specified Stopovers at the times and on the dates specified in the Ticket, unless we say otherwise.



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14.1.2 The fare does not include ground transport service between airports and between airports and town terminals, unless we say otherwise.

14.1.3 The fare for your Ticket has been calculated according to our Tariff as it applied on the date payment was made for your Ticket.

14.2 Taxes, fees and charges

14.2.1 Before carriage, you will pay to us the total amount of all applicable taxes, fees and charges imposed on us by a government or other authority, or by the operator of an airport, which we are obliged to collect from you or to pay in respect of your carriage.

14.2.2 When you purchase your Ticket, we will advise you of all taxes, fees and charges not included in the fare, most of which normally will be shown separately on the Ticket.

14.2.3 Taxes, fees and charges imposed on air travel are outside our control and are constantly changing and can be imposed or changed after the date your Ticket has been purchased. If a tax, fee or charge is imposed or increased after your Ticket has been purchased, you must pay to us any such tax, fee or charge, or any such increase before carriage.

14.3 Surcharges in exceptional circumstances

14.3.1 In exceptional circumstances, charges may be imposed on us by third parties which are of a type or amount not normally applicable to our operations (for example, insurance premium supplements or additional security costs triggered by unlawful interference with civil aviation). In addition, we may be subjected to significant increases in operational costs (for example, fuel charges) caused by exceptional circumstances beyond our control. In such cases, you will be required to pay to us, as fare surcharges, all such charges attributed by us to your carriage (even if imposed after the date of issue of your Ticket). We will contact you with details of any applicable fare surcharges as soon as possible. If we are unable to establish contact using your contact details, we will advise you of any applicable fare surcharge at check-in. You are free to choose not to pay a fare surcharge and receive an involuntary refund of your Ticket, in which case we will have no other liability to you.

14.3.2 If any exceptional circumstances surcharge ceases to apply to all or part of your carriage, or a lesser amount is due, a refund can be claimed in respect of any such surcharge which has been paid.

Article 15 - Reservations

15.1 Personal Data

You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or the providers of the above-mentioned services.



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15.2 Data Protection

While we hereby agree to comply with the Data Protection Act and/or the applicable law, You hereby authorise us to use such in accordance with the Data Protection Act, where applicable.

15.3 Seating

We will endeavour to honour advance seating requests. However, we cannot guarantee any particular seat. 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.

15.4 Cancellation of Onward Reservations

Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

Article 16 – Check-In and Boarding

16.1 Check-in Deadlines are different at every airport and you are required to inform yourself about these Check-in Deadlines and honour them. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight with us shown on your Ticket. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines as we and our Authorised Agent may not do so. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorised Agents.

16.2 You must be present at the boarding gate not later than the time specified by us or the time specified in the check-in deadlines indicated by the airport in question, when you check-in.

16.3 We may cancel the space reserved for you and offload your Checked Baggage if you fail to arrive at the boarding gate in time.

16.4 We will not be liable to you for any loss or expense whatsoever incurred due to your failure to comply with the provisions of this Article.

Article 17 - Refusal and Limitation of Carriage

17.1 Right to Refuse Carriage

In the reasonable exercise of our discretion, 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. In this circumstance you will be entitled to a refund. 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:

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



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17.1.2 The carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other Customers or crew.

17.1.3 Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to Customers, to crew, or to property.

17.1.4 You have refused to submit to a security check.

17.1.5 You have not paid the applicable fare, taxes, fees or charges.

17.1.6 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.

17.1.7 You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, has been reported as being lost or stolen, or is a counterfeit, or you cannot prove that you are the person named in the Ticket.

17.1.8 You have failed to comply with the requirements set forth in Article 7 above concerning voucher sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated.

17.1.9 You fail to observe our instructions with respect to safety or security.

17.1.10 You have previously committed one of the acts or omissions referred to above, and we have reason to believe that you may do so again.

Article 18 – Conduct Aboard Aircraft

18.1 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 causes discomfort, inconvenience, damage or injury to other Customers 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.

18.2 Payment of Diversion Costs

If, as a result of conduct by you of the sort mentioned in Article 17.1 we decide, in the exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you, you must pay all costs resulting from that diversion.

18.3 Electronic Devices



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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 19 – Administrative Formalities

19.1 General

19.1.1 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.

19.1.2 We shall not be liable for the consequences to any Customer 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.

19.2 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 requirements, or your travel documents do not appear to be in order.

19.3 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.

19.4 Customer 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 on your ticket, or any of your funds in our possession.

19.5 Customs Inspection

If required, you shall attend inspection of your Baggage, by customs or other Government officials. 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.

19.6 Security Inspection

You shall submit to any security checks by Governments, airport officials, Carriers or by us.



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Article 20 - Time Limitation on Claims and Actions

20.1 Notice of Claims

20.1.1. Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

20.1.2 If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

20.2 Limitation of Actions

20.2.1 Any right to damages shall be extinguished if an action is not brought within two years 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.

20.2.2 The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

Article 21 – Other Conditions

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things:

- the carriage of unaccompanied minors, pregnant women, and sick Customers,
- restrictions on use of electronic devices and items;
- the on board consumption of alcoholic beverages.

Regulations concerning these matters are available from us upon request.

Article 22 - Customer's Indemnity

In the event of any breach by the Customer, of any regulations, laws, or conditions as stipulated in these Terms and Conditions, the Customer shall at all times keep the Charterer and the Carrier indemnified against all claims, demands, liabilities, actions, proceedings, costs and damages whatsoever which result or whose amount is increased by reason of such failure, omission, breach or other default.

Article 23 - Severability

Should any one or more clauses of this agreement be found to be illegal or unenforceable in any respect, the validity and legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.



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[Article 24 - Applicable Law](#)

These terms and conditions are governed in accordance with the Laws of Malta.

[Article 25- Jurisdiction](#)

The Charterer, the Customer and the Carrier submit all their disputes arising out of or in connection with these Terms and Conditions to the exclusive jurisdiction of the Courts of Malta.

[Article 26 – Interpretation](#)

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

[Medavia Delay notice](#)

Applicability

The following rules shall apply:

- in respect of flights departing from an airport in the EU, and flights operated by a Community air carrier departing from an airport in a third country to an airport in the EU (unless you received benefits or compensation and were given assistance in that third country);
- on condition that you have a confirmed reservation on the flight concerned and present yourself for check-in as stipulated and at the time indicated in advance and in writing or electronically, or, if no time is indicated, not later than 45 minutes before the published departure time;
- only to passengers travelling at a fare available directly or indirectly to the public, or on tickets issued under a frequent flyer programme or other commercial programme;
- where Mediterranean Aviation Company Limited (MEDAVIA) is the operating carrier of the flight.

[Rules for Assistance](#)

When MEDAVIA reasonably expect a flight to be delayed beyond its scheduled time of departure:

- 1 for two hours or more in the case of flights of 1500 kilometers or less; or
- 2 for three hours or more in the case or all intra-Community flights of more than 1500 kilometers and of all other flights between 1500 and 3500 kilometers; or
- 3 for four hours or more in the case of all flights not falling under (a) or (b).



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MEDAVIA will offer you free of charge:

- meals and refreshments in a reasonable relation to the waiting time; and
- two telephone calls, telex or fax messages, or e-mails.

When the time of departure reasonably expected is at least the day after the time of departure previously announced, in addition to the assistance described above, MEDAVIA will offer you:

- hotel accommodation in cases
- where a stay of one or more nights becomes necessary, or
- where a stay additional to that intended by you becomes necessary; and
- transport between the airport and place of accommodation (hotel or other).

When the delay is at least five hours and you decide not to travel on the delayed flight, in addition to the meals and communications assistance described above, MEDAVIA will offer you: reimbursement within seven days (in cash, by electronic bank transfer, bank orders or bank cheques or, with your signed agreement, travel vouchers and/or other services) of the full cost of your ticket, at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity.

MEDAVIA will offer you the assistance described above within the time limits set out in paragraphs (a)-(c) above with respect to each distance bracket.

The assistance described above will apply without prejudice to any rights you may have under applicable law (including EU Directive 90/314 on package travel) to further compensation, although any such assistance granted may be deducted from any such further compensation.

This Notice is required by Regulation EC 261/2004 of the European Parliament and of the Council of the European Union. The list of contact details of the national designated body for the enforcement of the Regulation is attached herewith.



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