

# General terms and conditions for carriage of passengers and baggage

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## 1. GENERAL

Described within these General Terms and Conditions are your rights and obligations to us, as well as our rights and obligations to you as a passenger, before, during and after carriage.

Among other things, these terms describe the limitations in our responsibility regarding; Injury, Damage, Delays to you and or your baggage, as well as your right to compensation in the event of a delayed or cancelled flight or denied boarding.

Our conditions as well as the passengers entitled claims to compensation in the event of physical bodily harm, death or damages due to delays in carriage, is in all essential practice based on the Montreal Convention (28 may 1999) as enacted within the Union through the EC regulation 2027/97, subjected to change through EC regulation 889/2002, as well as through the nation legislation of the member states.

Additionally, further regulations exist regarding compensation in the event of a delayed or cancelled flight or denied boarding, as regulated by EC regulation 261/2004. This compensation solely regulates the actual operators responsibilities, IF another third party operator other than NextJet performs the flight AND the airline code of the third party operator is listed on the ticket.

These General Terms and Conditions regulate the relationship between you, the passenger, and us, the air operator, where we are the actual flight operator as well as when you fly with a ticket issued by us, issued in our name AND our airline code is listed on your ticket regardless of whether the flight is operated under another third party airline code.

These general terms and conditions are available through NextJet Customer Service, staffed points of ticket sale and at our website [www.NextJet.se](http://www.NextJet.se)

Further information can be obtained through links in article 24, this document.

## 1.2 DEFINITIONS

In these General Terms and Conditions the following intent and purpose shall be used for the words and phrases as listed:

The words "**we**", "**us**", "**our**", "**ours**", "**Nextjet**" and "**the company**" refer to Nextjet Sverige AB and the trademark Höga Kusten Flyg. All flights are performed under Nextjet ABs code (2N) and permissions.

The words "**Authorised Agent**" refer to sales representatives appointed by us for sale of our air transport services.

The word "**Airline**" refers to an airline whose airline code is listed on your ticket or your combined ticket.

The words "**Airline Code**" refers to the two or three letter code that identifies each airline.

The words "**You**", "**Your**", "**Yours**" and "**Passenger**" refer to the person, other than operating air crew, who is being or is to be transported by air according to a ticket. (Also see definition of "**Passenger**")

The word "**Next of Kin**" refers to your husband/wife or common law spouse, parents, children, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, sons-in-law and daughters-in-law.

The words "**General Terms and Conditions**" refer to these General Terms and Conditions for transport of pas-

sengers and baggage. In addition, NextJet may have terms and conditions in effect regulating special transports that are not considered as normal transports. These terms and conditions will be confirmed to you before any booking of a special transport is confirmed by us. These terms and conditions regarding special transport can be obtained upon request from NextJet.

The word “**Tariff**” refers to NextJet’s public and published rates and prices for transport, fees, ticketing rules and/or associated General Terms and Conditions regarding (but not limited to) special conditions for discounted tickets and special products and offers.

The words “**Transport Agreement**” refers to the agreement of transport between the passenger and NextJet, that is considered valid through the act of NextJet accepting the booking reservation and the Passenger accepting the General Terms and Conditions of NextJet.

The word “**Transport**” refers to the air transport of Passenger and/or Baggage.

The words “**Agreed Stops**” refers to the locations, other than the place of departure and destination, that are listed on Your ticket or as listed in our scheduled time tables, as planned stops along Your route.

The words “**Check-in Deadline**” refer to the time limit before scheduled departure that the airline has designated for issuing of a boarding pass (if required).

The word “**Stopover**” refers to a planned stopover during Your journey at a location between the place of departure and destination.

The word “**Baggage**” refers to Your personal possessions that You bring on Your journey. If not otherwise stated in the General Terms and Conditions, this includes both checked-in baggage as well as hand baggage.

The words “**Baggage Tag**” refers to a document, issued only to identify check-in baggage.

The words “**Baggage Receipt**” refers to the part of the ticket regarding the transport of checked-in baggage.

The words “**Hand baggage**” refer to other baggage that is not checked-in baggage.

The words “**Checked-in Baggage**” refer to baggage that we accept possession of, and issue a Baggage Receipt for.

The word “**Ticket**” refers to the document titled “**Passenger Ticket and Baggage Check**” or the Electronic Ticket as issued either by Us or on behalf of Us, and that contain Terms and Conditions of Contract, information and Flight coupons.

The words “**Boarding Pass**” or “**Boarding Card**” refer to the part of a ticket that allows access to the aircraft after completion of the check-in process, whereby the Passenger is checked-in.

The words “**Electronic Ticket**” refers to the Itinerary/Acknowledgment as issued by Us or on behalf of Us, the Electronic Coupon as well as Boarding Document (if applicable).

The words “**Electronic Coupon**” refers to the electronic flight coupon or other entitlement document kept by Us in Our database.

The words “**Flight Coupon**” refers to the part of the ticket stating “**good for passage**” or in the case of an Electronic Ticket, the Electronic Coupon which entitles the listed passenger carriage on the stated flight.

The words “**Combined Ticket**” refer to a ticket issued to You together with another ticket, which in total represents one single transportation agreement.

The words “**Passenger Coupon**” refers to the part of the Ticket, issued by Us or on Our behalf, stating “**Passenger Coupon**” and which shall be kept by You.

The words "**Itinerary/Acknowledgment**" refer to documents issued by Us to a Passenger travelling on an Electronic Ticket stating the Passengers name and relevant flight information.

The word "**Days**" refer to calendar days, covering all seven days of the week. With regards to messages, the day the message was sent is not counted. When determining a Ticket's validity, the day when the Ticket is issued or the starting day of the flight is not counted.

The words "**Force Majeure**" refers to unusual and unforeseeable circumstances and events beyond Your or Our control, the effects of which could not have been predicted, affected or avoided even through exercising due caution, such as, but not limited to, technical circumstances, fire, flood, strike action affecting the operation, war, terrorist action, governmental interference or similar.

The word "**Law**" refers to all applicable laws, ordinances, regulations and rules, issued by a country, state, government, city or in similar fashion.

The words "**The Convention**" refers to the Montreal Convention of 1999.

The words "**The Regulation**" refers to Council Regulation (EC) No 2027/97 (Rådets förordning (EG) nr 2027/97) regarding air transport companies responsibilities relevant to injury/damage to passengers and baggage in air transport.

The word "**SDR**" refers to the definition of the Special Drawing Rights according to the International Monetary Fund (IMF). Current exchange rates are listed on the IMF website [www.imf.org](http://www.imf.org) and also the website of the Swedish Central Bank [www.riksbanken.se](http://www.riksbanken.se) as well as on the website of the newspaper Dagens Industri [www.di.se](http://www.di.se)

The words "**Injury**" or "**Damage**" refers to deaths, bodily injury to passengers. Complete or partial loss or other damage to baggage. Other directly associated costs, loss or damage caused by or related to the Transport or other services that We perform in connection to the Transport.

The words "**Extraordinary Circumstances**" refers to situations when an event could not have been avoided even if all reasonable precautions were exercised. Such circumstances are most likely to arise during:

- political unrest,
- weather conditions that are not congruent with the safe operation of the relevant flight,
- safety and security risks,
- unexpected deficiencies in flight safety
- strike actions that affect the operation of the flight operator
- effects of air traffic control decisions pertaining to a certain aircraft during a certain day that causes long delays or cancelations of that certain aircraft.

## 2. APPLICABILITY

With exemption for the provisos of paragraph 2.2 below, these General Terms and Conditions are applicable on flights where Our name "NextJet", or, Our air operators name with the airline code is designated on the Ticket for the flight, or, for the part of the transport where NextJet is the actual operator of the flight.

### 2.2 PRECEDENCE OF REGULATION, CONVENTION OR LAW

These General Terms and Conditions are applicable except in the cases where they conflict with the prevailing Regulation, convention or other applicable law. When such a conflict arises, existing ordinance, convention or law is deemed to take precedence. Whether any provision of these Terms and Conditions is found to be invalid by law, this shall not affect the remaining provisions validity.

## 3. TICKETS

### 3.1 TICKETS

- 3.1.1 The Ticket is the final confirmation for the transport agreement. We only transport passengers whose names are stated on the Ticket. It may be requested to present proof of identity.
- 3.1.2 The Ticket is, and shall remain, the property of the issuing company.
- 3.1.3 The Ticket is an entitlement document and the Passenger shall take proper precautions to prevent its loss or theft.
- 3.1.4 For the Passenger to be eligible for transport, a valid Ticket must be issued and presented in the Passengers name. Furthermore the Passenger is only eligible for transport if the Ticket is not altered, changed, distorted, corrupted or otherwise tampered with unless it has been changed by Us or our Authorised Agents.
- 3.1.5 The Ticket is sent by e-mail, fax, SMS text message. No "traditional" paper tickets are issued anymore.
- 3.1.6 All of our tickets can be transferred to another name for a fee. Business tickets can be transferred free of charge up to 30 minutes before scheduled departure time.
- 3.1.7 The minimum age for ticket purchase through Our website is 18 years of age.

## 3.2 VALIDITY

3.2.1 Unless stated differently in the General Terms and Conditions or by applicable tariff (which may prescribe limitations to validity, and if so, stated on the Ticket), the Ticket is valid for:

(a) one year as of the ticket issue date; or

(b) one year from the date of ticket issuance, from the day of the first trip of the ticket, provided that the first trip was begun.

3.2.2 If you are prevented from traveling within the validity of the Ticket because we are unable to confirm a reservation, Your Ticket's validity is extended by the duration of time until the day of Our first flight on which space is available. You can also elect to receive a refund of the fare in accordance with paragraph 4.5 below.

3.2.3 If You become ill, after commencing your trip, and this prevents you from continuing Your journey within the validity period of Your Ticket, We can extend the validity of Your Ticket until a time when You are well enough to travel (or until the first date after You are well enough to travel with availability in the same class of travel as Your Ticket). The journey shall be resumed from the originally intended location.

You have to prove your illness by a medical certificate. In case you have remaining Flight Coupons on your ticket, which includes one or more stops, ticket validity cannot be extended by more than three months from the day, according to Your medical certificate, you will be healthy and fit to travel.

3.2.4 If the validity of your ticket is extended, in accordance with paragraph 3.2.3 above, we will also extend the validity of any tickets for Kin traveling with you.

3.2.5 If a passenger dies during a trip, tickets for people traveling together with the passenger will be amended so as to disregard the requirement of a minimum residence or extending of the validity. If death occurs among close relations to a passenger who has commenced travel, the ticket of the passenger, and of the relatives traveling together with the passenger, can have their tickets amended accordingly. Such changes shall be made on presentation of a valid death certificate and the validity may be extended for a maximum of forty-five (45) days from the date of death.

## 3.3 SEQUENCE AND USE OF COUPONS

3.3.1 Your Ticket is only valid for the travel stated on the Ticket, from the place of departure, via any Agreed Stops, to the final destination. The ticket price You have paid is based on the Tariff and is valid for the travel stated on the Ticket. The Ticket is an essential part of Our agreement with You. It will not be possible to use it, and it will lose its validity unless all Flight Coupons are used in the order specified.

3.3.2 You must contact us in advance if you in any way wish to change your ticket (see terms and conditions for each ticket). The fare for your new journey will be recalculated and you will be given the option of accepting the new price or maintaining your original trip. If you need to change your travel due to force majeure, you must contact us as soon as possible and we will then, without recalculation of the fare, make a reasonable effort at a reasonable cost, to transport you to your next stopover or to the final destination.

- 3.3.3** We ask that You note that some types of changes will not result in a recalculation of the fare, others, such as changing the place of departure (for example if you do not take the first flight according to your original ticket, we will not allow the itinerary to be changed) may lead to a price increase. It should also be noted that in accordance with our tariff, fares are only valid for the date and flight shown on the ticket. Such changes cannot be made without being subject to the payment of a surcharge.
- 3.3.4** Every Flight Coupon that is a part of Your Ticket, will be accepted for travel in the travel class, on the date and for the flight stated on which a seat has been reserved.

## **3.4 TICKET PRICES**

- 3.4.1** The ticket price is only valid for transport from the departing airport to the destination airport unless otherwise stated. Ticket price does not include ground transport between airports nor between airports and other transport hubs unless otherwise stated.
- 3.4.2** Unless specifically agreed, Your ticket price is determined according to the Tariff valid at the time of reservation relevant to the specific dates and route stated on Your Ticket. Kindly note that if Your travel plan, or Your departure date, is changed due to Your request, this may result in a surcharge.
- 3.4.3** NextJet may cancel your reservation if payment for the Ticket has not been made within the specified time frame as determined by Us or Our Authorised Agents.
- 3.4.4** Upon payment of a ticket with a credit card, an authentication will be performed. Such authentication must be performed via the IATA (International Air Transport Association) systems and relates to a verification that the card is valid and has not been reported lost or stolen and that sufficient funds / credit is available. If no problems arise during the authorisation check, an amount is reserved on your account for payment of your ticket. Please note that the amount reserved is dependent on the different exchange rates used in the process. This may exceed the agreed price for your ticket. The final amount charged to your account will correspond to the agreed fare. However, if there are insufficient funds / credit for the reservation (as a result of the different exchange rates applied or otherwise), the operation will not be confirmed nor will your ticket be paid. We accept no liability whatsoever for any damages that you may incur as a result.

## **3.5 DISCOUNTED TICKETS**

- 3.5.1** Certain tickets are sold at a discount. In accordance with the tariff, such tickets may be, wholly or partially, exempted from the right to reimbursement, name change, refund or rebooking.
- 3.5.2** If you are in possession of such a Ticket, as referred to in paragraph 3.5.1 above, of which no part is utilised, and You are prevented from traveling due to an unforeseen event such as acute illness or similar, we will provide you with a store credit equivalent to the price of Your ticket minus an administrative fee [currently SEK 200] This is assuming that You without undue delay, inform us about it. The Passenger is responsible to demonstrate that unforeseen events occurred which prevented the trip.
- 3.5.3** In the event of loss or corruption of a Ticket (or part thereof) or if you cannot resent a ticket containing the passenger coupon and all unused flight coupons, we can at Your request, replace the ticket (or part the-



reof) with a new ticket, provided however that it was Us who issued the original ticket and that, at the time there is readily available evidence that a valid ticket for the flight in question had been duly issued and you sign an agreement to reimburse us for all reasonable costs and losses, up to an amount corresponding to the price of the original ticket, which We or another airline incurred for misuse of the Ticket. We will not claim any compensation from You for any loss caused due to our own negligence. With the exception of the cases when We or Our authorised agents are at fault for the ticket being lost or corrupted. We may charge an administration fee for this service [currently SEK 200] .

- 3.5.4** If there is no such evidence as stated in section 3.5.3 above, or if You do not sign the agreement, We may ask You to pay up to the full price for a replacement ticket, with the right to a refund, if and when, We are satisfied that the lost or corrupted ticket has not been used before the expiry of validity of the Ticket. If You find the original ticket before expiry and return the ticket to Us, We will repay the amount paid.

## **3.6 TAXES AND FEES**

- 3.6.1** You shall pay all applicable taxes and charges imposed by a government or other authorities, or by the airport operator regarding Your ticket. When You buy Your ticket, You will be reminded of what taxes and fees that are not included in the “cost of travel” price. These usually appear separately on the Ticket.

- 3.6.2** The “cost of travel” plus taxes and fees is what constitutes the Ticket Price.

- 3.6.3** Prevailing taxes and fees shall be paid by the Passenger.

## **3.7 CURRENCY**

Fares, taxes and fees must be paid in the currency that is valid at the time of payment in the country where the ticket is issued, unless We or Our authorised agents specify a different currency and this is announced at or before the time of payment (for example, due to the local currency not being convertible). We may, at Our discretion, accept payment in another currency.

## **3.8 INCREASE IN PRICE DUE TO CHANGES AND FEES**

NextJet reserves the right to, in reasonable time before departure, notify passengers of any increase in the fare which may be incurred as a result of price increases in fuel or similar, as determined and acted upon by other entities than NextJet. Furthermore, the cause of the price increase should be of such a nature that it can be seen as a ‘force majeure’ situation, i.e. to have taken place entirely outside of our control and not to have been known by us at the time of ticket reservation. Passengers who do not accept the price increase have the right to cancel the ticket and get full fare again, free of charge.

## 4. REIMBURSEMENT OF TICKETS

**4.1** We will reimburse the ticket, or unused parts of a ticket, according to the tariff as follows below:

**4.2** Reimbursement will be made to the person who paid for the ticket upon proof of payment.

**4.3** Except for loss of ticket, reimbursement will only be done if the ticket and all unused flight coupons are returned to Us.

**4.4** If we:

- cancel a flight, or
- deviate from the scheduled times in such a way as to warrant compensation according to Regulation 261/2004 you are alternatively eligible for compensation under the Montreal Convention, or
- do not land at Your destination or stopover, or
- cause You to miss a connecting flight with a confirmed reservation
- If you choose reimbursement, the amount shall be as follows:
  - a) if no portion of the Ticket has been used, an amount equal to the fare paid, or
  - b) if a portion of the Ticket has been used, an amount not less than the difference between the fare paid and the applicable fare for travel between the places that the ticket has been used, or
  - c) If the passenger does not accept the above options (4.4 a and b) the passenger can request a return flight to the trip origin or rebooking to the next flight.

In (a) and (b) above, the Passenger may also be entitled to a return ticket or rebooking, under Article 8.1 a) of Regulation 261/2006

**4.5** If You are entitled to reimbursement for other reason than stated in paragraph 4.4, the reimbursement shall be as follows:

- a) if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees, or
- b) if a portion of the Ticket has been used, an amount not less than the difference between the fare paid and the applicable fare for travel between the places that the ticket has been used, less any reasonable service charges or cancellation fees.

**4.6** If You are eligible for reimbursement, but have lost Tour ticket or portion thereof, We or Our Authorised Agent (depending on to whom you originally paid) will issue the refund, less a reasonable administrative fee, as soon as possible after the validity period for your ticket has expired, provided that:

- a) the lost Ticket, or portion thereof, has not been used, refunded or replaced (except for the use, refund or

replacement to third parties due to negligence): and

b) the person to whom the refund is made undertakes, in a manner prescribed by Us, to refund the amount received if found deceitful and/or to the extent that the lost ticket or part of it is used by third parties (except as fraudulent procedure or third party's use was due to our negligence).

**4.7** We accept responsibility for the loss if We or Our Authorised Agents lost the ticket or portions thereof.

**4.8** We may refuse reimbursement if the validity period of the ticket has passed.

**4.9** We may refuse reimbursement of a ticket which has been presented to Us or to an authority as evidence of your intent to leave the country, unless you, to our satisfaction, show that you have permission to remain in the country or that you will leave the country by another carrier or by other means of transport.

**4.10** We may refuse reimbursement of a ticket in case the ticketing rules for the specific ticket do not allow it.

**4.11** The passenger's right to rebooking to the final destination or alternatively, a return flight to the destination is addressed in Chapter 18 of these General Terms and Conditions.

## 5. REIMBURSEMENT OF TICKET PRICE

**5.1** Our tickets cannot be refunded. This does not apply in case of illness, if so the passenger is entitled to redemption if:

- a) he/she communicated to NextJet 1 hour before departure, this he/she is ill.
- b) that the passenger presents a medical certificate to NextJet within 14 days of scheduled departure.

**5.2** Reimbursements will be made in accordance with the law of the country where the ticket was originally issued, and where the reimbursement is made. However, we will, as a rule issue reimbursements in the same way and in the same currency as the purchase of the ticket, unless otherwise agreed or is contrary to what is stated above.

### **5.3 TARIFF FOR TICKETING RULES**

[Click here to access our tariff for ticketing rules.](#)

### **5.4 TARIFF FOR SPECIAL BUSINESS AGREEMENTS (BULK TICKETS)**

[Click here to access our tariff for business agreements.](#)

## 6. RESERVATIONS

- 6.1** We or Our Authorised Agents take Your reservations. When making a reservation via Our website, a confirmation for the reservation is sent by e-mail and/or SMS text message.
- 6.2** It must be noted that according with the tariff, certain ticket prices entail restrictions that may limit or prohibit Your right to; change, cancel or reimburse the ticket.
- 6.3** Due to the fact that we can only take a limited number of passengers with special needs on board, the passenger must re-confirm their booking. We will inform you at the time of booking when we require such reconfirmation, and how this should be done. Our call center will do this via email or via the global reservation systems, to our passengers. If booking the trip less than 24 hours before travel, we recommend that passengers contact us before the booking is made.

## 7. UNACCOMPANIED MINORS

Passengers aged between 5 and 11 years of age traveling without an accompanying passenger (age 16 or older) must travel with Unaccompanied Minor assistance (UM). Unaccompanied Minor assistance (UM) can be booked for passengers aged between 12 and 17 years and is voluntary. From the age of 12 or older, the passenger can travel unaccompanied. From the age of 16 a passenger can accompany a minor under the age of 12.

## 8. CHECK-IN AND BOARDING

- 8.1.1** The check-in deadline may vary between different airports and We recommend that You stay up-to-date regarding current check-in deadlines and abide by them. Your trip will be smoother and more comfortable if you allot enough time for the check-in deadlines. We reserve the right to cancel Your reservation if You do not adhere to the stated check-in deadlines. Information about these deadlines can be given by Us or Our Authorised Agents.
- 8.1.2** You must be at the designated boarding gate no later than the stated time for boarding. This time is given by Us or by Our Authorised Agent upon check-in. We may cancel Your seat reservation should You not show up for boarding on time.
- 8.1.3** We are not liable for any losses or expenditures resulting from failing to observe the rules of paragraph 8 and sub-paragraphs, unless it was due to Our negligence.

## 8.2 RIGHT TO SECURITY SCREENING

- 8.2.1 For security purposes you may be asked to submit to a security screening and be examined by security detector and special security personnel who will examine and x-ray your luggage. We normally examine your luggage in your presence. If you are not available, however, your luggage may be examined in your absence.
- 8.2.2 If a security screening or examination causes you harm or if an examination or x-ray causes damage to your Baggage, we are not responsible for such damage unless this is due to our fault or negligence.
- 8.2.3 We may deny You and Your baggage transport, if you refuse the screening procedures of paragraph 8.2.1 above.

## 8.3 ELECTRONIC EQUIPMENT

We may, for security reasons, prohibit or restrict the onboard use of electronic equipment, including but not limited to, cell phones, laptops, portable radios, CD players, electronic games or transmitting devices, including media, including radio controlled toys and walkie-talkies. The use of hearing aids and heart pacemakers is not restricted.

## 8.4 SEATING

We have free seating onboard our flights. We reserve the right to assign or reassign passenger seating at any time, after boarding the aircraft. This may be necessary for operational or safety reasons.

## 9. BAGGAGE RULES

You can bring some baggage, free of charge, provided that is in accordance with the terms and restrictions in our regulations, which you can obtain by contacting Us or Our Authorised Agents.

### 9.1 OVERWEIGHT

For the carriage of baggage, you must pay a fee for the part of the baggage that exceeds the free baggage allowance. Information on these charges can be found in our tariff or by contacting Us or Our Authorised Agents.

### 9.2 ITEMS NOT ALLOWED AS BAGGAGE

9.2.1 You may not bring the following as baggage:

- a) items that may pose a hazard to the aircraft or persons or property onboard the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Regulations for the Safe Transport of Dangerous Goods in air transport, the International Air Transport Association (IATA) prescription of dangerous goods, in Commission Regulation (EC) No 300/2008 of 15 January 2004 and (EC) No 185/2010 laying down measures for the implementation of the common basic standards of aviation security, or in our regulations.
- b) items for the carriage of which is prohibited by law in any country in which are flown from, over-flown or flown to; or
- c) animals, except as provided in paragraph 13; or
- d) items, considered by Us, to be unsuitable for carriage because they are dangerous, unsafe or unsuitable.

9.2.2 Firearms and ammunition for other use than for hunting or sporting purposes are prohibited for transportation as baggage. Firearms and ammunition for the practice of hunting and sport can, however, be allowed as Checked Baggage. Firearms must be unloaded, have the safety on and be reliably packaged. Carriage of ammunition is subject to ICAO, IATA and EU regulations, specified in paragraph 9.2.1 (a).

9.2.3 We may, at our discretion, allow weapons in the form of antique firearms, swords, knives or similar items as Checked Baggage, but these must not be carried in the aircraft cabin.

9.2.4 It is not allowed to carry monetary funds, keys, prescription medications, jewelry, passports and other identity documents, precious metals, fragile items, computers, cell phones, cameras, electronic devices, entitlement documents, securities, business documents or other important, at risk of theft or valuable items in the checked baggage.

9.2.5 We are not liable for loss, delay or damage to items specified in paragraphs 9.2.1-9.2.4 and that, despite being prohibited, entrained in your checked luggage

## 9.3 CHECKED-IN BAGGAGE

- 9.3.1 When You check in Your baggage, We will care for it and issue a baggage tag for each separate checked-in baggage.
- 9.3.2 Checked-in baggage must have Your name and address or other form of personal identification attached to it.
- 9.3.3 When possible, the checked baggage, not exceeding allowed free baggage, will be carried on the same aircraft as you, unless we decide for safety or operational reasons, to carry it on another flight. If your checked baggage is carried on a subsequent flight we will deliver it to you as agreed, unless the law requires you to be present at the customs declaration or for any other reason. In case of delay of your checked luggage because of separate shipment, the liability for baggage delay is limited to 1,131 SDRs.

## 9.4 HAND BAGGAGE

- 9.4.1 We have limited the maximum size and weight of carry-on hand baggage. Hand baggage must also fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your hand baggage cannot be stored in this manner, weighs more than what is allowed or considered as hazardous for any reason, it must be transported as checked baggage. Our limitations on hand baggage are available on request from Us or Our Authorised Agents. Please note that the rules for carry-on baggage may vary by airline and aircraft type.
- 9.4.2 Items not suitable for carriage in the aircraft cargo compartment (such as delicate musical instruments) and which do not meet the requirements of paragraph 9.4.1 above, will only be accepted for carriage in the cabin if you have told us in advance and we have authorised such transport. You may have to pay an additional fee for this service.

## 9.5 COLLECTION AND RETURN OF CHECKED BAGGAGE

- 9.5.1 You must, unless paragraph 9.3.3 applies, pick up Your baggage as soon as it is made available at your destination or your stop. Should You not collect it within a reasonable time, we may charge a fee for storage. If Your checked baggage is not collected within three (3) months from the time it was made available, We may dispose of it without any liability to You.
- 9.5.2 Only the bearer of the baggage receipt and baggage tag is eligible to get checked baggage for delivery, unless paragraph 9.5.3 applies.
- 9.5.3 If a person claiming the checked baggage not produce the baggage receipt and identify the baggage by means of a luggage tag, we will return such baggage to the person only if he or she can prove to our satisfaction in other ways his or her right to luggage.

## 9.6 HIGHER VALUATION OF BAGGAGE

A passenger can be entitled to a higher compensation limit for damage, loss or delay of baggage by making a special declaration, at the latest at check-in, and by paying a supplementary fee. The fee according to the tariff shall be paid to the check-in counter. It is the responsibility of the passenger to prove baggage value in case of loss of baggage. The form for Baggage Declaration can be downloaded [HERE](#).

## 9.7. TARIFFS FOR BAGGAGE, SPECIAL BAGGAGE AND OVERWEIGHT BAGGAGE (SINGLE TRIP)

[Click here to see our tariffs for Special baggage and overweight baggage.](#)

# 10. ENTITLEMENT TO SPECIAL ASSISTANCE

NextJet abides by the European Parliament and Council Regulations (EC) No 1107/2006 from 5 July 2006 concerning the rights associated with air travel for persons with disabilities and persons with reduced mobility.

## DISABLED PASSENGERS RIGHTS FOR AIR TRAVEL

According to The Regulation of the rights associated with air travel for persons with disabilities, airlines may not deny a person booking or boarding on the basis of disability. There are some exceptions, including for justified safety reasons established by law. NextJet, may deny a person with mobility problems, booking or boarding, or require that a traveling person with mobility be accompanied by another person on the trip, if this is required for legal safety requirements to be complied with or if the size of the aircraft prevents the transportation of a disabled person.

NextJet therefore urges passengers with disabilities when booking to inform NextJet about this so that steps can be taken to transport the passenger in accordance with the desired reservation, those made after prior arrangement with us unless otherwise required by applicable laws, regulations or resolutions.

In the event that the desired reservation is not possible due to, but not limited to, aircraft size and dimension or the necessary equipment at the airport, the passenger will be notified at the time of reservation.

Reservation for disabled passengers should be possible and not impose additional costs associated with the reservation which are not imposed on other passengers for similar reservations.

For more information about the Disabled's rights, please see the European Parliament and Council Regulation (EC) No 1107/2006

Further, contact NextJet for more information before booking by telephone 0660-29 22 80.



## 11. CONDUCT ONBOARD AIRCRAFTS

If you conduct yourself aboard the aircraft in a manner that puts the aircraft or any person or property in danger or hinder the crew in their performing their duties or refuse to follow the crew's instructions as to, including but not limited to, smoking, alcohol or drug use, or behave in a way that causes a nuisance, inconvenience or injury to other passengers or the crew, we may take such action as we deem necessary to prevent further such behaviour, including the use of force. You may be asked to disembark from the aircraft and refused onward carriage, and you can also be prosecuted for offences committed on board the aircraft. You may also be liable for any costs arising due to your conduct on board.

## 12. REFUSAL OF TRANSPORT AND LIMITATION OF CARRIAGE OF PASSENGERS AND BAGGAGE

### 12.1 RIGHT TO REFUSE CARRIAGE OF PASSENGERS

12.1.1 We may, at Our discretion refuse carriage of you or your Baggage, if we have notified you in writing, that after delivery of this message, at no time will we carry you on Our flights. You will in that case be reimbursed the ticket price. We may also refuse to transport You or Your Baggage if one or more of the following circumstances occur, or when we have reason to believe that they can occur:

- a) if it is necessary to refuse carriage to comply with the law ;
- b) if the carriage of you may be at a hazard or affect the safety or health, or materially affect the comfort of other passengers or crew;
- c) if the transport of your baggage may be denied in accordance with paragraph 12.2 below;
- d) if your mental or psychological conditions, including but not limited to, the influence of alcohol, drugs and violent behaviour, pose a risk to yourself, passengers, crew, or property;
- e) if you've been acting improperly on a previous flight, and we have reason to believe that this behaviour may be repeated ;
- f) if you have refused to be screened in accordance with paragraph 14.9 below;
- g) if you have not paid the applicable fare or taxes related to your ticket, if you cannot, on request, present the credit or debit card with which the trip is paid for;
- h) if you are unable to present valid travel documents, if you try to get into a country that you are traveling through or to which you do not have valid travel documents, if you try to destroy your travel documents during flight ,or refuse to surrender your travel documents in exchange for a receipt to the flight crew upon request, or we otherwise have reason to believe that you will not be allowed entry into the country of destination or any country to which you travel through;
- i) if you present a Ticket which has been obtained illegally, which has been purchased from anyone other than us or

- our Authorised Agent, which is counterfeit or reported lost or stolen;
- j) if you cannot prove that you are the person who the ticket is issued for;
  - k) if you have not complied with the requirements set out in paragraph 3.3 above concerning coupon sequence and use, or present a Ticket which has been issued or modified by anyone other than Us or Our Authorised Agents, or when the ticket is destroyed; or
  - l) if you do not follow our safety instructions.

## 12.2 RIGHT TO REFUSE CARRIAGE OF BAGGAGE

- 12.2.1 We will, except as provided in paragraphs 9.2.1 (c), 9.2.2 and 9.2.3, to refuse carriage of baggage containing the objects referred to in paragraph 9.2.
- 12.2.2 We may refuse to carry baggage which, in our view, contains items that are unsuitable for transport with regard to safety and operational aspects, or other passengers' comfort. Information regarding the objects that are unsuitable to transport is available upon request.
- 12.2.3 We may refuse to carry baggage which, in our view, is not properly and securely packed in suitable packaging or bag.
- 12.2.4 Unless we have agreed in advance on the carriage of baggage in excess of free baggage we may carry such baggage on a later flight without any obligation to compensate you for the delay.

## 13 TRANSPORTATION OF LIVE ANIMALS

- 13.1** We accept shipments of dogs and cats in the cabin, if the animal, including the cage weighs a maximum of 8 kg.
- 13.2** You must always make sure that the animal is in a suitable cage and has valid health and vaccination certificates, entry permits and other documents required by the country you are traveling to or through. If not, this, the animal will not be transported.
- 13.3** We transport animals in baggage compartments. The cage must be sturdy, leak-proof and disinfected. It should be made out of fiberglass, metal or hard plastic and equipped with handles on the sides so it can be lifted and loaded. Cages that are completely made of wire mesh or wire cages with low edges of the bottom plate is not allowed for transport of dogs and cats. It must be equipped with containers for food and water. The bottom of the cage must be covered with an absorbent layer, e.g., newspapers. Materials like wood shavings, sawdust, hay or straw may not be used. It shall be designed so that there is no risk of the animal escaping, being injured, or damaging other cargo.
- Due to limitations in the cargo space, some destinations and flights cannot transport animals in the cabin.
- Several animals in one cage: It is possible to carry more than one animal in a single cage. At most, two equally sized adult animals weighing up to 14 kg per individual, and which are used to staying together, may be transported in the same cage. Animals over 14 kg must travel individually. Moreover, three animals up to six months old, and from the same litter may be carried in the same cage. There is a fixed cost per cage and per itinerary.
- For the sake of the animal's welfare, the cage must be large enough for the animal to stand up, turn around and lie in a natural position. If the cage does not meet the requirements, airport staff can deny animal transport.
- 13.4** Guide dogs with cages and food accompanying passengers with disabilities will be carried free of charge in addition to the free baggage allowance, in accordance with our regulations, which are available on request.
- 13.5** When a shipment is not subject to the liability rules of the Regulation, we are not responsible for injury to or loss of an animal which we agreed to carry or for disease or death of the animal, unless we have been negligent.
- 13.6** We accept no liability for animals that lack the necessary export or import permits, health certificates or other documents required for entry into or transit through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities that may be imposed on us as a consequence.

## 14. ADMINISTRATIVE FORMALITIES

**14.1** You are responsible for procurement of all necessary travel documents and visas and for the observance of laws and other regulations in the countries in which you are flying to, from, or transiting in.

**14.2** We are not responsible for the consequences that may befall a passenger when he or she has not acquired such documents or visas nor followed such laws or regulations.

**14.3** Before traveling, you must present all exit or entry permits, health certificates and other documents required by law or other regulations in the countries concerned, and permit us to make and retain copies thereof.

**14.4** We reserve the right to refuse transportation if you do not follow these rules, if your travel documents do not appear to be in order, or if you do not allow us to copy such documents.

**14.5** If you are denied entry into any country, you are required to pay the fines and fees imposed on us by the government or any other concerned authority as well as the cost of transporting you from that country. The fare paid for the journey to the place where you were denied entry will not be refunded by us.

### 14.6 **PASSAGER LIABILITY FOR FINES OR COSTS ETC.**

If we are ordered to pay a fine or incur any expense due to your failure to comply with the law or other regulations in the relevant countries or if unable to produce a requested document, you shall reimburse us for the amount paid or the expenditure incurred, except where those expenses are incurred by our negligence. To cover such costs and expenses we are entitled to deduct and/or to offset these against un-utilised trips covered by your ticket or against any other of your assets that we have in our possession.

### 14.7 **CUSTOMS INSPECTION**

If required, you shall be present when the customs officials or other authority inspects your baggage. We are not liable to you for any loss or injury you suffered due to such inspection or through your failure to attend an inspection.

### 14.8 **SECURITY SCREENING**

You may be subjected to security screenings by authorities and/or airport staff, by us or any other airline.

## 15. TIMETABLE

**15.1.1** The flight times in our timetables may have changed between the table's issue date and the date of your trip due to circumstances which we cannot control. If circumstances arise after the time of the reservation, which are beyond our control which force us to change the reservation, we will notify you of this through the contact information you provided when booking. If this change is not acceptable to you, and if we are not able to rebook you to another flight which you accept, you are entitled to a free reimbursement of the ticket price.

## 16. LIABILITY FOR INJURY, DEATH, LOSS OR DELAY OF PASSENGERS AND INJURY, LOSS OR DELAY OF BAGGAGE

### 16.1 GENERAL

NextJet is responsible for physical injury, death, or delay to passengers and loss or delay of baggage under these terms and conditions which are subject to the liability provisions of the Montreal Convention in respect to the carriage of passengers and their baggage.

#### **OPERATING AND CONTRACTING AIR CARRIER'S LIABILITY FOR DAMAGES**

If the air carrier actually operating the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or claim for damages against either. If an airline name or code is indicated on the ticket, then that air carrier is the contracting air carrier.

### 16.2 PERSONAL INJURY

**16.2.1** Liability for physical injury or death to passengers is regulated under the Montreal Convention as below. There are no financial limits to the liability for physical injury to passengers or death.

**16.2.2** The air carrier cannot contest, exclude or limit its liability for the damages in case of physical injuries up to 113,100 SDRs. For damages exceeding 113,110 SDRs the air carrier can deny, exclude or limit its liability for such damage, provided that we can prove that the damage was not caused by us or our employees, or negligence, or by irregular acts or omissions.

**16.2.3** We are not liable for injury, including death, arising out of a passenger's inherent defects, such as lacking, or reduced physical health or other disability or for the aggravation of such a defect, failure or impairment of health or other disabilities if such damage occurs, incurred or aggravated under normal external or

internal flight circumstances.

## 16.3 ADVANCE PAYMENT

- 16.3.1** In case of death or personal injury, the airline must pay the advance payment, to cover immediate economic needs, within 15 days of the person entitled to compensation having been identified. Such advance payment shall upon death, be at least 16 000 SDRs.
- 16.3.2** An advance payment in accordance with paragraph 16.3.1 above shall not constitute an admission of liability for damage and may be offset against any amounts which may hereafter be paid on account of our responsibilities. An advance payment shall not be refunded except in cases where we prove that the damage was caused or contributed to by the negligence or other wrongful act or omission of the passenger or the person claiming compensation, or the person from whom the claimant derives his right, or if the person who received the advance payment was not the person entitled to compensation.

## 16.4 DAMAGES DUE TO DELAY OF PASSENGERS

- 16.4.1.** We are responsible, in accordance with the Montreal Convention, for damages caused to delayed passengers, unless we took all reasonable measures to avoid the damages or it was impossible for us to take such measures.
- 16.4.2** Our responsibility for damages caused to passengers due to delayed transport is limited to SDR 4694 under the Montreal Convention.
- 16.4.3** In a delayed transport situation, passengers are entitled to compensation in accordance with EU Directive 261/2004 which is more fully described in Article 18 below

## 16.5 DAMAGE, DESTRUCTION OR LOSS AND DELAY OF BAGGAGE

- 16.5.1** In cases of damage to, destruction of, or loss of or delay in the carriage of baggage, our liability shall be limited to 1,131 SDR per passenger.

A passenger can be entitled to a higher limit of compensation by making a special declaration, at the latest at check-in and by paying a supplementary fee.

- 16.5.2** Provided that we performed normal baggage handling we are not liable for damage to checked baggage to the extent that the damage resulted from the checked-in baggage's properties or by an inherent defect or weakness in your checked-in baggage. The passenger is responsible for ensuring that the suitcase's exterior is in good enough condition for the intended transport.
- 16.5.3** If it turns out that the injury was caused by an act of, or omission by NextJet with intent to cause damage or damage caused by negligence with knowledge that damage would probably result, the restrictions in paragraph 16.5.1 shall not apply, however, in terms of an act or omission by an employee or representative, the employee or representative was acting within the scope of his/her employment.

- 16.5.4** The passenger is responsible for damage that the passenger's baggage causes to other persons or property, including our property. NextJet is not liable to the extent that damage is caused by baggage properties or by an inherent defect or inherent fault of that baggage.
- 16.5.5** We shall have no liability whatsoever for damages to property which, although they are not allowed to be carried as checked-in baggage of passengers, is still checked in as baggage as per paragraph 9.2 including fragile objects, objects that are valuable such as money, jewels, precious metals, computers, electronic devices, documents, securities, business documents or identity papers.

## **COMPLAINTS REGARDING TRANSPORTATION OF BAGGAGE**

If the baggage is damaged, delayed, lost or destroyed, the passenger must promptly write and complain to the airline. In the case of damages to checked-in baggage, the passenger must write and complain within seven days, and in cases of delay within 21 days, in both cases counted from the date on which the baggage was placed at the passenger's disposal.

## **16.6 DAMAGES TO HAND BAGGAGE**

- 16.6.1** We are responsible only for damage to hand luggage if we or our employees or contractors caused such damage by our fault or neglect.
- 16.6.2** NextJet's aircraft have restrictions on cabin baggage size, a maximum of 5 kg. Certain bigger hand baggage must therefore be transported in the aircraft's cargo space, so called "Stair Baggage". Should damages occur to the Stair Baggage, it is considered as checked-in baggage. Computers and sensitive equipment must be taken out of the Stair Baggage before it is placed in the cargo compartment.
- 16.6.3** Should any disagreement arise concerning the valuation of damages to the baggage, a skilled evaluator e.g. a luggage store, sporting goods store, etc., can evaluate the damaged baggage.

## **16.7 LIMITS OF LIABILITY**

- 16.7.1** Except as provided in paragraphs 16.2.1 and 16.2.2, we reserve the right to all limitations of liability and disclaimers in the Montreal Convention or of any applicable law regarding claims for personal injury. We also reserve the right to recourse against third parties insofar as this is consistent with applicable law.
- 16.7.2** Our liability for damages under paragraph 16 shall be reduced if we prove that the damage was caused or contributed to by the negligence or other wrongful act or omission of the passenger or the person claiming compensation, or the person from whom the claimant derives its right.
- 16.7.3** We are only responsible for damages/injuries incurred during boarding, in the air and at egress. We will only be liable for damages sustained in transit on flights or flight segments where our Airline Code is stated in the "Carrier" area on the ticket for that flight or flight segment and/or the flight or flight segment conducted by us. If another carrier is operating the flight, you are entitled to file a complaint or claim for the damages incurred, either to us or the other flight operator. As for checked baggage, you may file a

claim against the first or last carrier.

- 16.7.4** We are not liable for any damages due to us observing the law, or that you do not observe a certain law.
- 16.7.5** Our liability shall be limited to compensation for the proven losses and direct costs in accordance with the Montreal Convention that are eligible for compensation for physical injury, death, loss or delay of passengers and damage, loss or delay of baggage but our liability shall also, in accordance with the Montreal Convention, Article 29, not extend to other non-compensatory damages/injuries.
- 16.7.6** These General Terms and Conditions and disclaimers or limitations of liability, apply equally subjected to Our Authorised Agents, employees or agents as they are to us. The total amount received from Us and from such Authorised Agents, employees and representatives and other persons shall not exceed the amount representing our potential liability.

## 17. TIME LIMITS FOR CLAIMS

### 17.1 COMPLAINTS

- 17.1.1** Complaints must be submitted to us in writing within the time periods specified below.
- 17.1.2** If you wish to complain about damages to checked-in baggage, you must notify us as soon as you discover the damage and within seven (7) days of receipt of the baggage. If you wish to make claims due to delay of Checked Baggage, you must notify us within twenty-one (21) days from the date the baggage was placed at your disposal. Unless you can prove the opposite, the baggage is considered as handed over in good condition when the owner of the baggage receipt, receives the luggage without expressing any complaints.
- 17.1.3** If you wish to file a claim due to delay of you as a passenger in accordance with paragraph 16 above, you must notify us within two years from the date on which you arrived at the destination, or from the date on which the aircraft was scheduled to arrive.
- 17.1.4** Claims due to physical injury must be brought within two years from the date you arrived at the destination, or from the date on which the aircraft was scheduled to arrive, in accordance with paragraph 17.1.4 below

### 17.2 DEADLINE TO BRING CLAIMS AND STATUTE OF LIMITATIONS

- 17.2.1** Any claim for compensation in accordance with paragraph 16 above must be brought before the court within two years from the date the aircraft arrived or should have arrived. Thereafter the right to compensation ceases to apply for physical injury, death, loss or delay of passengers or damages, loss or delay of baggage under the Montreal Convention. The procedure for calculating the period of limitation shall be determined according to the law applied by the court hearing the case.



17.2.2 time limits set out in paragraph 17.1.3 and 17.2.1 above apply only to actions with regard to liability under the Montreal Convention and paragraph 16. Liability under paragraph 18 and the EU Directive 261/2004 (and thus the following Regulations, amendments, or modification directives) is not covered by the described deadlines in paragraphs 17.1.3 and 17.2.1.

## 18. COMPENSATION FOR OVER BOOKING, DENIED BOARDING, DELAY OR CANCELLED FLIGHTS UNDER EC 261/2004

### 18.1 GENERAL

18.1.1 In the event that you are denied boarding, if the flight is canceled or delayed, you have, according to EC 261/2004, the right to assistance, and where appropriate rebooking and compensation in accordance with the paragraphs below.

18.1.2 Claims must be registered within two (2) months after the arrival to destination on a Nextjet operating flight, as described in the itinerary. If more than two (2) months has passed after the arrival and no claim has been registered, the right to raise a claim is forfeited unless are exceptional reasons presented.

### 18.2 COMPENSATION IN CASE OF DENIED BOARDING

18.2.1 A passenger who is denied boarding on a flight with us due to overbooking is entitled to financial compensation in accordance with the provisions of Article 7.1 of Regulation 261/2004

In addition to this right to financial compensation, the passenger, where relevant, in accordance with Article 8.1 (a) of Regulation 261/2004, including the right to get your money reimbursed and also a return flight to the first point of departure at the earliest opportunity. Passengers also have the right to be rebooked to the final destination as soon as possible with equivalent transport or at a later date at the passenger's convenience.

18.2.2 Passengers denied boarding against their will are entitled to financial compensation . Passengers are entitled to compensation amounting to:

- EUR 250 for all flights of up to 1500 km,
- EUR 400 for all intra-Community flights of more than 1500 kilometers, and for all other flights between 1,500 and 3,500 kilometers and
- € 600 for all other flights.

When the distance is calculated, the starting point is to be the last destination at which the cancellation will delay the passenger's arrival after the schedule is delayed.

When passengers are offered rebooking to their final destination on an alternative flight as explained directly above and the arrival time of which does not exceed the scheduled arrival time of the flight originally booked by more than:

- 2 hours for all flights of 1 500 kilometers or less, or
- 3 hours on all intra-Community flights of more than 1 500 kilometers and for all other flights between 1500 and 3500 kilometers, or
- 4 hours or more for all flights not covered by the flights mentioned above, the compensation (EUR 250, 400, 600) shall be reduced by half.

If the passenger elects to get the money refunded, the cost of the entire part of the ticket that the passenger is not able to utilise shall be reimbursed. If the trip has lost its purpose, then the passenger is also entitled to be repaid for the portion of the ticket that has already been used.

**18.2.3** Passengers who are denied boarding against their will are entitled to assistance from us which means we offer food and beverage, hotel, transportation to and from airport and hotel / other place of accommodation and two telephone calls, or similar means of communication, in a reasonable proportion to the waiting time.

When several airports exist in a city or region and the airline operating the flight, offers the option to a passenger of a flight to an different adjacent airport other than that of the reservation was, the airline should bear the cost of transferring the passenger from that alternative airport either to the airport of the booking, or to another close-by destination agreed with the passenger. Passengers who wish repayment are entitled to be repaid within 7 days and this also applies to financial compensation in the event that it is applicable. Passengers must specify to where the money should be paid.

## **18.3 COMPENSATION IN THE EVENT OF A CANCELLED FLIGHT**

**18.3.1** In the event of a cancelled flight, the passengers concerned shall:

- a) be offered assistance in accordance with Article 8 from the operating air carrier, and
- b) be offered assistance in accordance with Article 9.1.a and 9.2 and, if rebooking is done and the new flights reasonably expected time of departure is at least the day after the departure as it was planned for the canceled flight, offered the assistance specified in Article 9.1.b and 9.1.c, and
- c) have the right to compensation, in accordance with Article 7, from the operating air carrier unless:
  - i. at least two weeks before the scheduled departure time the passenger is informed of the cancellation, or
  - ii. if between two weeks and seven days before the scheduled departure time the passenger is informed of the cancellation, and offered a rebooking, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled arrival time, or
  - iii. if any less than seven days before the scheduled departure time the passenger is informed of the cancellation, and offered a rebooking, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination within two hours after the scheduled arrival time .

References to articles referred to above relates to part of the EU Regulation EC 261/2004

- 18.3.2** When passengers are informed of a cancellation, information shall be given concerning possible alternative transport.
- 18.3.3.** The air carrier the operates the flight shall not be liable to pay compensation under Article 7, if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

## **18.4 COMPENSATION DUE TO DELAYS**

- 18.4.1** In the event that a flight deviates from the timetables, does not land at your destination as defined in the EU 261/2004, or otherwise is delayed, you are entitled to assistance and compensation under Article 6, 7, 8 and 9 of EU Regulation 261/2004 and in accordance with paragraph 18.2 above.
- 18.4.2** When damage occurs as a result of a delayed transport, passengers have a right to compensation under the Montreal Convention, which is more fully described in paragraph 16 above.

## **18.5 EXTRAORDINARY CIRCUMSTANCES**

The airline is not required to compensate passengers under paragraph 18 above for a delay or flight cancellation, if the delay or cancellation is derived from a circumstance which may be considered as an extraordinary circumstance such as meteorological conditions, security/safety hazards, such as sudden technical problems or other unexpected flight safety shortcomings, strike actions that affect the operation, political unrest, air traffic control decisions or security/safety in general.

## **18.6 INFORMATION ON PASSENGER RIGHTS FOR DENIED BOARDING, DELAYED OR CANCELLED FLIGHTS**

NextJet should always distribute written information to passengers affected by denied boarding, delayed or canceled flights. The information should include details about passenger rights in the EU and how they contact the Consumer Agency that supervises such matters. The request for compensation shall primarily be put to NextJet or if another flight operator performed the flight, the actual flight operator. There is no time limit or statute of limitations for actions for compensation according to this paragraph and the EU Regulation 261/2004.

## **19. OTHER PROVISIONS**

The carriage of you as a passenger or your baggage is also covered by other rules and regulations applicable to, or adopted by, us. These rules and regulations are important and may change from time to time. They apply including transportation of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of

electronic devices and items, transportation of dangerous goods, as well as smoking and consumption of alcoholic beverages onboard. Regulations and rules regarding these matters may be obtained upon request.

These regulations and rules are available through NextJet Customer Service and staffed points of sale, as well as the NextJet website. [www.nextjet.se](http://www.nextjet.se)

Also, more information can be obtained via the links in paragraph 24 below.

## 20. PERSONAL DETAILS

You acknowledge that we have received your personal information in connection with your trip, so that:

- a) we may perform the booking
- b) you can purchase the ticket,
- c) we can develop and provide services (such as special facilities for people with reduced mobility and the fulfilment of other special requests from our passengers);
- d) we can facilitate immigration and arrival procedures, and
- e) we can make such information available to the authorities.

For these purposes, you acknowledge that we may keep and process such personal data and send it to our own offices, Authorised Agents, governmental agencies, other carriers and/or other entities performing the services mentioned above, to countries within and outside the European Economic Area. Personal information will not be used for marketing activities.

## 21. INTERPRETATION

The headings of each paragraph of these terms and conditions are only there to make the document more user-friendly and should not be used in the interpretation of the text.

## 22. CHANGES

Changes or additions to these Terms and Conditions may only be made in writing by us or our interpretation of an agent.

## 23. CONTACT INFORMATION FOR NEXT OF KIN

The European Parliament has adopted a regulation on enhanced coordination of incident investigations within the European Community. In conjunction with the European Parliament's consideration of the proposal, we added the

ability for a passenger to before boarding be able to provide contact details of Next of Kin (see Amendment 14a).  
Click here to print the form (pdf file), this can faxed or e-mailed to us using the information on the form. The data is processed according to the Personal Data Act (PLU).

## 24. LINKS AND DOCUMENTS FOR DOWNLOAD

For more information and useful links, click on the blue text.

[What is SDR, see the details of the Transport Agency Information about EU 261/2004](#)

[Read about the EU regulation 889/2002 \(amending Regulation 2027/97 in accidents\)](#)

[Read EU Regulation 1107/2006](#)

[Read about the EU regulation 2027/97](#)

