

# GENERAL TERMS AND CONDITIONS OF AIR CARRIAGE BY ENTER AIR Sp. z o.o. (L.L.C.)

(Rules and Regulations issued under article 205 paragraph 2a of Aviation Law of July 3, 2002)  
(Version effective as of 26 June 2020, 2020)

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## I. DEFINITIONS

**Non-registered / Cabin Luggage** – the passenger’s unregistered things and personal belongings, in his care in the passenger cabin.

**Registered Luggage** – the passenger’s registered things and personal belongings on which the Carrier issues a baggage check (Tag).

**Ticket** (Confirmation of Travel) – It is a “travel ticket”, “transport document” within the meaning of the Convention. This is an electronic record in the Carrier’s booking system or a document issued by the Carrier or the Charterer. The ticket entitles the Passenger to travel on the route indicated in the Ticket. The ticket includes an excerpt of the terms and conditions of the contract and information regarding the air travel and, if applicable, the boarding pass.

**E-ticket** – an individually coded, electronic document issued to the Passenger after a full payment of the total price. E-ticket includes Passenger’s name, surname as well as flight details, such as the place of departure, destination, date and time of departure and arrival. The document also contains references to General Terms and Conditions of Carriage. E- ticket will be sent to the Passenger via e-mail.

**Charterer** - means a travel agent or any other natural or legal person or entity with whom Enter Air has entered into a flight / charter agreement or another agreement by which Enter Air has sold all or part of the aircraft capacity on specific routes.

**Total price** – the final amount due for all services provided to the Passenger by Enter Air (carriage fee, taxes, fees, charges, fees for other services and charges imposed by government or other authorities or by airport operators).

**Travel documents** – documents required for entering and exiting a given country, as per requirements of the country of embarkation, transfer and disembarkation, such as national ID card with photo, passport, visa, entry or exit documents, invitations or other documents required by the law of the countries of embarkation, transfer and disembarkation.

**Carrier code** - means the carrier designator consisting of a two-character combination (digit and letter) or a three-letter combination identifying the air carrier. (ENT or E4).

**Infant** – a person under the age of two years on the day of departure.

**The Convention** – a convention on unification of certain rules in international air carriage, signed in Warsaw (hence the name The Warsaw Convention) on October 12, 1929, in its original wording or as amended by the Hague Protocol in 1955 and/or the Guadalajara Convention of 1961, or the Montreal Convention, signed on May 28, 1955, whichever of these two conventions will apply to the particular carriage due to its route specified in the ticket or the total issued tickets.

**OWP** - Polish acronym, stands for these General Terms and Conditions of Carriage, in force during the Carrier’s performance of contracts for carriage.

**Carrier** – an air carrier whose flight designator code is given in the ticket.

**Individual booking** – booking made by the Passenger through the website, allowing to buy a ticket directly from the Carrier.

SDR - (Special Drawing Right) – a conventional currency unit, set by the International Monetary Fund; update of its value is available on the IMF’s web page: [www.imf.org](http://www.imf.org)

**This carrier’s website:** [www.enterair.pl](http://www.enterair.pl)

**Loss** – death, injury or any other personal injury resulting from an accident during air carriage provided by Carrier and loss, destruction, theft or delay of delivery of baggage resulting from or in connection with such carriage by air.

**Tariff** – the price of carriage of passenger and luggage on a given route, published and set by Carrier and subject to set stipulations. Tariff is one of the elements that make up the total price.

**Baggage tag** – a document, attached to a checked piece of Passenger’s luggage, issued by Carrier solely for its identification.

## **DETAILED RULES OF AIR CARRIAGE OF PASSENGERS AND BAGGAGE**

### **§1. General rules of carriage - application and scope**

1. General rules of carriage apply to regular and irregular flights performed by the carrier, ie. those for which the carrier's name or carrier code was indicated in the relevant Ticket field.
2. In the case of free or discounted transport, the Carrier has the right to restrict or exclude these Terms of Carriage.
3. If any provision of these Terms of Carriage is not in accordance with the applicable law, applicable law shall apply, but the other provisions of these Terms of Carriage remain in force.

### **§2. Booking through the Charterer**

1. Enter Air, as charter carrier, is the supplier of the aircraft along with the crew for travel agencies on the basis of a charter contract. Seat reservations can only be made at the Charterer who is the owner of the flight or through his service. On certain charter flights, Enter Air may provide a brokerage service for the Charterer in booking and sales of the seats on its flights.
2. The booking is made out to customer’s name; the particulars contained therein may only be altered with consent from the Charterer or Carrier.
3. When changing of the booking is possible, it must be made not later than 2 hours before scheduled time of departure. Confirmation of booking is issued by the ticket seller. Conditions of making a booking, confirmation and cancellation of the booking are determined by the agreement between the Passenger and the ticket seller.
4. The booking may contain information related to the route as well as additional services ordered by the Passenger.
5. The conditions of cancellation, withdrawal and termination of the flight reservation are specified by the agreement between the Passenger and the Charterer.

### **§3. Individual booking**

1. In certain cases Enter Air offers making an individual reservation on-line at [www.enterair.pl](http://www.enterair.pl). Information about currently available flight is regularly published on the Carrier’s website.
2. Clear, transparent and unambiguous information about the Total Price is available at every stage of the booking. The amount of the fees for additional services, which are paid at airports, is given in the table of fees in Appendix III to these General Terms and Conditions of Carriage.
3. An individual booking will only be confirmed after an immediate payment of the Total Price. After a full payment of the total price is made, a confirmation will be sent via e-mail in a form of e-ticket which will be marked with an individual code, and will include

information about passenger and flight details such as the place of departure, destination, date and time of departure and arrival.

3.1 Enter Air reserves the right to introduce promotional prices between the date when individual reservation was made and the date of the journey. The introduction of promotional prices does not entitle the client to request the refund of the difference between the Total Price paid for the reservation and the promotional Total Price.

3.2 The payment for the reservation constitutes acceptance of these General Terms and Conditions of Carriage.

4. Changes of individual reservation upon passenger's request:

4.1 In the economic tariff, the individual booking is personal without the possibility of changing Passenger's personal data.

4.2 In case of an individual booking in flex tariff, personal data can be changed subject to additional payment according to the table of fees (Annex III to these Terms). Changes can be made up until 24 hours before scheduled time of departure.

4.3 In case of an individual reservation in economy tariff, Enter Air does not allow the Passenger to change dates and times of flights.

4.4 In case of an individual reservation in flex tariff, Enter Air allows to change the dates and times of flights - subject to payment of changing fee and surcharge of the difference in the price of the original tariff and the new tariff. The change must be made no later than 24 hours before the scheduled time of departure.

4.5 The change of the destination is not allowed in any of the available tariffs.

4.6 Enter Air allows to cancel the booking up to 7 days before the scheduled departure. The refund is made after deducting the cancellation fee, transaction fee, subject to Clause 4 par. 3.

4.7 Passenger making the individual booking is obliged to regularly check the mailbox provided on the booking form on the Enter Air website.

#### **§4. Ticket**

1. Until some other evidence is presented, Ticket is a proof of a contract concluded with the Passenger named in the Ticket.
2. Ticket is valid only on days or during a period indicated in it.
3. A person who does not submit a valid Ticket issued in accordance with the Carrier's regulations or whose name is not included on the list provided by the Charterer will not be entitled to fly.
4. The only person who can avail oneself of a Ticket is the persons for whom the Ticket was issued, and Carrier may ask to see the person's ID as well as compare the ID's particulars with those in the Carrier's data base.
5. Ticket is not transferable.
6. The Carrier's name in the Ticket may be made short by giving his Code, or in any other way.

#### **§5. Tariff**

1. Enter Air uses the following types of Tariffs:
  - a) Economy Tariff
  - b) Flex Tariff
2. Enter Air reserves the right to change Tariffs.

3. None of the available Tariffs are refundable.
4. Information about currently offered Tariffs for certain flights is available at the Enter Air website [www.enterair.pl](http://www.enterair.pl)

## **§6. Fleet**

1. Enter Air uses Boeing 737-400 and Boeing 737-800 aircrafts.
2. Information about aircraft equipment for the disabled passengers:
  - the plane has 3 types of door, the exterior dimensions:
    - 1) 86 x 182 (cm),
    - 2) 76 x 165 (cm),
    - 3) 76 x 182 (cm),and front cargo door: 88 x 121 (cm), rear cargo doors: 83 x 121 (cm)
  - the width of the aisle in its narrowest point equals 15.00", the average is 16.70"
  - the space between the seats in its narrowest point equals 9"
  - the standard seat width is 19,3"
  - armrests on the aisle between the rows are not compound.Aircrafts are not equipped with on-board wheelchairs.
3. Enter Air reserves the right to change the type of aircraft when the flight cannot be performed by the plane belonging to the Enter Air's fleet and in the event when Enter Air is forced to perform a flight with assistance of another carrier, the identity of the carrier is provided pursuant to art. 11 of Regulation (EC) No 2111/2005 of the European Parliament and of the Council of December 14, 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier.
4. In case of the situation described in the paragraph 3 Enter Air ensures that the class of aircraft and its equipment ultimately destined to perform the flight will not be worse quality than the class of aircraft and its equipment of Enter Air's fleet.
5. In case of the situation described in the paragraph 3, the air carrier shall immediately notify the Charterer.

## **§7. Data protection**

1. The Administrator of your personal data is Enter Air Sp. z o.o. with its registered seat in Warsaw. Full information on processing of your personal data by the administrator is provided in a separate Privacy Policy available on the Carrier's Website which constitutes Annex IV to the General Conditions of Carriage ("Before the cruise") The Privacy Policy also include information on processing of your personal data by the National Entity for Passenger Information - an organizational unit of the Polish Border Guard, based on the provisions of the Act dated 13 April 2018 on processing of passenger name record, as well as information regarding other cases of transferring your personal data to domestic or foreign border control authorities, in accordance with the binding provisions of the law.
2. The company appointed Personal Data Protection Officer. In matters of processing your personal data by the Inspector, including the execution of the rights you are entitled to, please contact the Inspector at e-mail address: [dataprivacy@enterair.pl](mailto:dataprivacy@enterair.pl) or by instrument in writing to the Administrator's address.

## **§8. Travel documents**

1. The passenger is bound to have all travel documents required during his journey as well as fulfill all requirements which make him eligible for entering and exiting a given state, as per requirements of state organs of the country of embarkation, transfer, transit and disembarkation.
2. Before the journey, the passenger is bound to submit such Travel documents as required by laws and regulations of a country of disembarkation and overfly, and, he is bound to respect laws and regulations of such countries. In the case when the passenger fails to obey same, or when his travel documents are not correct, the Carrier may refuse to carry the passenger without responsibility for any aftermath.
3. In case the Carrier should be liable to incur any fine or forfeit, or in case the Carrier incurs any expenses due to the passenger's non-compliance with any rules mentioned in Item 1 of this paragraph, the passenger shall reimburse the Carrier for the amount of the damage suffered. The passenger shall also pay his way back from the country which refused him entry. The Carrier may recognize towards such liability the sums already paid in for the carriage which has not been performed, or any other sums which the passenger may have deposited with the Carrier.
4. The Carrier disclaims liability for any missing or invalid Travel documents in the passenger's possession.
5. The Carrier disclaims liability for turning the passenger down if, quite rightly, the Carrier thinks that the passenger's Travel documents do not meet the requirements provided in laws and regulations.
6. The Carrier disclaims liability for turning the passenger down if, quite rightly, the Carrier thinks that such refusal is necessary to abide by laws and regulations in any country which the flight goes through.
7. The foregoing provisions also refer to documents for animals which travel along with the passenger.

## **§9. Passenger check-in**

1. Passenger check-in begins 2 hours before and ends 45 minutes before the departure time. Gates to the aircraft are closed 20 minutes before the scheduled start time. The checked-in passenger should be at the exit to the aircraft reasonable time in advance, not later than thirty (30) minutes before the scheduled departure time. In specific cases, commencement and termination of checking-in may differ, and the Carrier shall advise the Passenger accordingly.
2. More rigorous security procedures at most airports may result in delayed departures and arrivals of all aircraft, without a fault on Carrier's part. In order to minimize aircraft delays, passengers should accommodate themselves to these requirements:
  - a) all passengers, including children and infants, must present at check-in desks valid travel documents specified in Part I, "Definitions" and the Clause 8 of these General Terms and Conditions of Carriage.
  - b) the period of validity of the passport should not be less than six months from the date of departure.
  - c) due to the specific requirements of the target countries, supporting documents, such as visas - are already checked at check-in at the airport of departure.
  - d) surnames and first names of passengers in their ID documents and those on tickets and booking confirmations should be identical.
  - e) due to binding safety regulations, some items are not allowed on board (the list of prohibited items is provided in Appendix I to these General Terms and Conditions of

Carriage). The Carrier may either ask the passenger to remove selected item(s) from Hand luggage and put them into Registered Luggage to be flown in a cargo hold, or refuse to check in a piece of luggage that contains forbidden item(s).

3. Passengers, who for reasons beyond the Carrier's control do not turn up at a check-in counter within the time stipulated by the Carrier or will not appear reasonable time in advance when boarding the aircraft, may not be taken on board and their booking for a given flight shall be cancelled without any right to a return of a fare, unless the terms of applied tariffs state to the contrary.
4. Each passenger is bound to obey respective regulations of a given state and orders from state functionaries and/or airport personnel. Disrespect for such regulations and orders from functionaries of state may end up in refusing to fly the Passenger and in forfeiture of the fare, unless tariff terms state otherwise.
5. If departure has been delayed because of a passenger's no show at the gate (necessitating unloading his registered luggage), such passenger is obliged to bear related costs. Passenger acknowledges that the voluntary leave of the aircraft by the passenger results in a compulsory procedure for issuing checked baggage, which may cause delays and, in extreme cases, the need to cancel the flight. A passenger who, after boarding an airplane, voluntarily leaves it without important reason and thus causes delay or cancellation of the flight is liable for damage suffered by the carrier due to delay or cancellation, without any limits.
6. The Carrier does not disclaim responsibility to the passenger for any loss or expenditure caused by the passenger not meeting the requirements of this Clause 9 par. 3 above.

#### **§10. Refusal of Carriage**

1. The carrier reserves the right to refuse carriage or to refuse further carriage of any Passenger or his baggage, if:
  - 1.1 It is justified by safety reasons;
  - 1.2 The carrier believes that the mental or physical condition of the passenger may endanger the life, health, wellbeing or belongings of the passenger's and/or other persons' on board;
  - 1.3 The carrier believes that it is necessary to refuse to fly the passenger because of regulations and rules of any country where the flights would originate or fly over, have a stopover, be a transit place or port of destination;
  - 1.4 The passenger disregarded commands of the carrier flight attendants, functionaries of organs of the state and/or airport personnel, especially in respect to safety and order on board,
  - 1.5 The carrier had already informed the passenger in a written form that he was declared a passenger non grata on all the carrier's flights;
  - 1.6 The passenger refused to undergo security checks;
  - 1.7 The passenger is not able to prove that he is the person for whom the ticket was booked;
  - 1.8 The passenger does not have the required Travel documents, or refuses to show required Travel documents when asked by the carrier;
  - 1.9 The passenger destroyed required Travel documents or they have been damaged, or he refused to deposit travel documents for the carrier's personnel for

the duration of the flight, acknowledging the receipt if it is required by the adequate state authorities.

- 1.10 The passenger has been refused entry to the place of departure or arrival or, fly over a country en route;
  - 1.11 The ticket which the passenger is showing:
    - was acquired illegally, or was not purchased at the Carrier or Charterer;
    - has been declared lost or stolen;
    - has been falsified, or its stub contains changes made by a person other than the Carrier or Charterer;
  - 1.12 The Passenger has not notified the Carrier of his special needs or of his intention to take some special luggage with him;
  - 1.13 The Passenger needs some special care which the Carrier is not able to provide or afford as unproportionally expensive;
  - 1.14 The passenger has been improperly behaving during an earlier flight and the Carrier assumes that such behavior may be repeated;
  - 1.15 The Passenger's behavior may become a misdemeanor or a crime;
  - 1.16 The Passenger has not obeyed the no smoking ban in the Carrier's aircraft.
  - 1.17 The Passenger is under the influence of alcohol or drugs and Enter Air decides it is necessary to refuse carriage for safety reasons.
2. In case the Carrier refuses to carry a passenger for any of the aforesaid reasons, or removes him from the aircraft during a stopover en route, the Carrier disclaims liability for any loss or expenditures incurred because of such refusal or removal. In such case, to the extent admissible under the statutory law, the passenger may also be charged all costs arising from such refusal.

## **§11. Administrative formalities**

1. It is sole responsibility of the passenger to obey all regulations, provisions, rules and requirements related to travelling in the country of departure, in countries overflowed, and in the country of arrival, as well as the carrier's regulations and commands.
2. The Carrier, his workers, representatives and proxies are not obliged to help passengers and third persons obtain information related to obtaining necessary documents (inclusive of visas) or fulfillment of regulations, and they do not answer for consequences the passenger is liable to bear for being misinformed and/or for his lack of such documents (inclusive of visas) or for non-compliance with binding regulations.
3. The passenger is obliged to pay for his ticket as well as cover other charges in regard to his journey if, in consequence of being refused to disembark at airport of destination or at point of transit, state authorities command the Carrier to take the passenger back the state of embarkation, or elsewhere. The tariff price that was received by the carrier for carriage to the point of rejection/deportation is not subject to reimbursement by the carrier.

## **§12. Passenger's responsibilities and conduct during air carriage**

1. Before boarding the plane, when requested by the Carrier's personnel, the passenger is bound to identify himself with his ID and present such documents which make him eligible for carriage.
2. A passenger at least 48 hours before the flight is obliged to inform the travel agency and the Carrier through the travel agency or, in case of an individual reservation, directly



Carrier, about any health problems which could hinder its operation or have a negative impact on the flight.

3. The passenger is bound to undergo a security check, also, make possible a check of his Registered and Unregistered pieces of luggage.
4. The passenger is bound to be present at a customs check-up of his Registered and Unregistered pieces of luggage. The Carrier disclaims responsibility to the passenger for any loss or damage when occurred during such check-up, or due to the passenger's objection to such requirement.
5. Under international regulations in force, the Passenger may not have in his carry-on luggage any restricted materials, objects and substances (the list of restricted item is specified in Annex I to these General Terms and Conditions) and named in respective laws of a given country. Unless such things are contained in registered luggage, the passenger is bound to give them away to the Carrier, before the flight without the right to recover the things (they are subject to confiscation by authorities).
6. The passenger is bound to behave with care appropriate for air carriage, and pay attention to commands given by the Carrier's personnel or representatives.
7. Furthermore, the passenger is bound to:
  - a) unconditionally yield to captain's and flight attendants' commands and obey commands of personnel as well as the fasten-your-seat-belts illuminated signs,
  - b) reseat where told by Carrier's personnel
  - c) use enough care and refrain from any acts which might bring danger to the safety and progression of the flight. The passenger should not disturb other passengers, interfere with crew members' jobs, or devastate the Carrier's and passengers' property,
  - d) refrain from acts which bring danger to the order and discipline on board the plane, especially the passenger should refrain from overdosing spirits,
  - e) respect the ban on smoking, especially in aircraft toilets. Smoking ban also applies to electronic cigarettes.
  - f) comply with complete ban of using individual electronic devices which might interfere with the aircraft electronics and avionics, all electromagnetic waves emitting devices (e.g. cell phone) whose operation might distort the aircraft's avionics, its electronic and other systems,
  - g) in case of some health problem, accept first aid without delay, give the personnel one's personal particulars (with tips about health conditions) and next undergo a medical examination,
  - h) pay the Carrier charges for losses and damage which the Passenger caused by his actions or as a result of illegal transport of dangerous goods and animals, etc,
  - i) comply with the complete ban on drinking spirits brought on board in carry-on luggage. On the basis of art. 115 par. 1 point 2 and par. 3 point 1 of the Aviation Law the captain is entitled to ask the passenger to show his ID in justified cases and to confiscate the alcohol belonging to the passenger.
8. Use of still and video cameras or any other electronic device that can record or take photographs and photographing or video recording of airline personnel, equipment or procedures is prohibited.
9. Use of hearing aids and cardiac pacers is allowed.
10. When needed, the Carrier tells passengers of safety requirements, order on board, and consequences of violations.
11. If the Carrier reckons that a passenger's behavior poses threat to the aircraft, any person or property on board, that the passenger hampers onboard activities of the crew, does not obey restrictions and bans on smoking, drinking and taking intoxicants, or whose behavior

evokes passenger objections, the Carrier may take such measures which he considers necessary in order to some the unruly passenger down, including physical force, disembarkation, stranding him, and refusal to fly him in the future. In the case of behavior of a Passenger specified in the sentence above, or if the Passenger causes damage to another passenger or to the Carrier, the Passenger will be obliged to repair and compensate the Carrier for any damage caused to another passenger and/or to the Carrier as well as the costs resulting from such behavior. The Carrier reserves the right to pursue claims in court.

12. For safety of a flight and order aboard, the aircraft commander has been empowered to give commands to all persons on board and everybody is bound to execute such commands.
13. The Carrier reserves the right to make claims for damages from a passenger who harmed another passenger and/or the Carrier.

### **§13. Carrier's responsibilities during air carriage**

1. Enter Air has a duty to ensure that all passengers know the whereabouts of and how to use:
  - a) seat belts,
  - b) emergency exits and objects destined for common use,
  - c) life jackets and oxygen masks, if provided under regulations of passenger carriage,
  - d) other emergency equipment designed for use by individuals.
2. The passenger must be informed by Enter Air about what is forbidden on board a plane.
3. When necessary, Enter Air shall instruct passengers on conduct in emergencies.
4. Enter Air must provide passengers with the possibility to use seat belts during take-off, landing, turbulence and whenever commanded by the aircraft commander.
5. Enter Air is bound to instruct passengers how to stow their luggage and personal belongings in the aircraft.
6. Enter Air admits a situation where another type of aircraft or another carrier's aircraft may perform the flight, different from those given in the time-table.
7. Enter Air reserves the right to perform additional, unplanned interruptions during the flight, which will be designated to indispensable technical stopover or caused by extraordinary circumstances.

### **§14. Special care passengers**

1. Disabled passengers and passengers with reduced mobility means any person whose mobility is reduced due to physical disability, intellectual disability or impairment, or any other cause of disability, and whose situation needs appropriate attention and the adaptation of services available to all passengers particular needs of the people (*source: Regulation No 1107/2006 of the European Parliament and of the Council of July 5, 2006 concerning the rights of disabled persons and persons with reduced mobility when traveling by air*).
2. Passengers with special needs - the disabled, passengers with reduced mobility, unaccompanied minors, pregnant women - who need special help and care - are obliged to inform the travel agency about that fact at the time of booking. Passengers travelling on individual booking, who require special care and assistance, are obliged to immediately inform Enter Air about that fact by sending relevant information to support@enterair.pl.
3. Enter Air must not refuse a person regardless of disability or poor mobility, to book for a flight and/or to take on board a disabled person or a person with reduced mobility when such person has a valid ticket and reservation. Exceptions to the rule are situations when

refusal is caused by safety reasons and the aircraft door that would not turn out too small to carry this person through. (in accordance with *Regulation No 1107/2006 of the European Parliament and Council of July 5, 2006 concerning the rights of disabled persons and persons with reduced mobility when traveling by air*).

4. The Carrier ensures that flight attendants will take care after special care passengers during the flight to the extent provided for in Annex II to *Regulation (EC) No 1107/2006 of the European Parliament and of the Council of July 5, 2006 on the rights of persons with disabilities and persons with reduced mobility when traveling by air*.
5. General rules for the carriage of passengers requiring special care:
  - a) Safety rules tell that passengers who need special care may not take seats near emergency exits (in the case of Boeing 737-800 aircraft these are seats: 1A, 1B, 1C, 15ABCDEF, 16ABCDEF (the digit means the row number)),
  - b) The Carrier agrees to carry maximum one passenger whose health requires a care taker that has to be provided by the Carrier, unless the passenger is accompanied by a private care taker. Have it in mind that one person may take care of only one special care passenger during a flight.
  - c) Before they board an aircraft, disabled passengers are subject to security control. Disabled passengers are obliged to check in for the flight not later than 120 minutes (2 hours). After the check-in, disabled passengers should move to the security control stand. Security control of disabled passengers is carried out in the first place. If the security control of a disabled person leaves doubts about his „cleanness”, he can be moved to secluded room for strip searched, designed for the purpose. The wheelchair, crutches and stretchers undergo a manual control.
  - d) Up to 2 passengers’ fully collapsible wheelchairs (not heavier than 60 kgs) may be carried in a cargo hold free of charge. Battery-powered electric wheelchairs are not allowed on board when they are lead-acid batteries. The Carrier allows up to 4 wheeled passengers in any single flight. The Carrier, due to safety reasons, can arrange for carriage of bigger groups of wheeled passengers, provided that this is arranged with him in advance. The Carrier reserves the right to inflict an extra fee.
  - e) The Carrier allows for the carriage of certified guide dogs with their masters, in the passenger cabin, provided that the dog meets the requirements stipulated in Clause 19 par. 4.
  - f) Information about the equipment of the aircraft is specified in Clause 6 of these General Terms and Conditions of carriage.
6. (Pregnant women) Pregnant women can travel on ENTER AIR flights under the following conditions:
  - a) Pregnant women up to 32 weeks and without any complications, can travel with the consent of the attending physician without the necessity to have a certificate. Nevertheless, we recommend that such a certificate (in the mother tongue and in English) should be held by women after the 28<sup>th</sup> week of pregnancy. In this case, medical certificate should state that there are no complications in the course of pregnancy and no contraindications for air travel.
  - b) Women with single pregnancy of above 32 weeks until the 36<sup>th</sup> week of pregnancy can only travel if a doctor has provided a special MEDIF form in their mother tongue and in English. An example form can be found on the Carrier's Website
  - c) For safety reasons, women with single pregnancy over 36 weeks and 32 weeks of multiple pregnancy will not be allowed to travel on ENTER AIR flights;
7. (Persons with allergies) Without prejudice to the provisions of §23 section 7 of the General Conditions of Carriage (OWP) passengers suffering from severe allergies, which may lead

to anaphylactic reaction, are required to report allergy information in the manner specified in section 2 of this §14 but no later than 48 hours before the time of departure and provide a certificate stating that there are no contraindications to travel showed on MEDIF form in the mother tongue and in English (the form is available on the Carrier's Website). In the case of confirming that in the given circumstances, Enter Air is not able to provide environment free of allergens to the person referred to in the preceding sentence, the carrier has the right to refuse to take such person on board the aircraft. Passengers with severe allergies who are under 16 years of age cannot travel unattended.

8. Passengers with allergies are required to have in their Hand baggage easily accessible on-the-fly medication or other allergy protection means and a written emergency plan. Passenger acknowledges and agrees that Enter Air cannot guarantee passengers the allergen-free environment in both the cockpit and at the airport.
9. In the cases referred to in this Clause 14, Enter Air has the right to ask the passenger to present a relevant medical certificate in the form presented by the carrier.
10. Without prejudice to paragraph 9 above, doctor consent is required for the following categories of persons:
  - a) passengers suffering from any disease considered contagious and infectious;
  - b) passengers requiring medical care, extra oxygen for breathing and other specialized (medical) equipment during the flight,
  - c) women over 32 weeks of pregnancy,
  - d) passengers whose behavior or mental condition prevents their travel without additional care,
  - e) passengers whose health or behavior poses a threat or discomfort to other passengers
  - f) passengers identified as posing a potential threat to the safety or punctuality of the flight, including due to the possibility of redirecting the flight or other unplanned landing;
  - g) passengers whose health condition could be aggravated by air travel,
  - h) passengers with stiffened limbs,
  - i) newborns up to 7 days of age,
  - j) Enter Air does not carry passengers on stretcher.
11. Enter Air reserves the right to refuse carriage of a passenger even if it presents a valid medical certificate (MEDIF) if this is required by safety reasons, particularly in the cases specified in Clause 10 of these General Terms and Conditions.
12. The extract from this Clause can be found on the Carrier's Website under "Information", "Special provisions".

### **§15. Carriage of infants and children**

1. Infants under two years old on the day of departure shall travel free of charge, on the lap of an adult or in an infant seat in accordance with paragraph 5 below - if an additional seat is purchased.
2. Only one baby can travel with one adult. Each child is entitled to 5 kg of hand luggage free of charge and a folding baby stroller transported in the luggage compartment. In addition, infants travelling in the seat in accordance with the provisions of paragraph 5 below shall be entitled to registered luggage that meets the requirements of § 18. The stroller must be reported for transport at the check-in point in order to give to it an individual luggage number and to attach the luggage tag.

3. A maximum of 15 Infants may be carried on board at any one time. This restriction is dictated by safety considerations.
4. An infant has no seat on the plane and can therefore travel:
  - on the lap of an adult (guardian), or
  - in a seat adapted for the carriage of infants, subject to paragraph 5 below.
5. (Infant's seat) Enter Air does not provide chairs (cradles) intended for the carriage of infants, which is always provided by the passenger on their own. The child's carer is responsible for the installation of the child seat on the passenger seat. The use of the child seat is only possible if:
  - the passenger has purchased a separate place where the child seat can be placed, and
  - the seat has a certificate of airworthiness for use in the air transport (described on the seat),
  - the child seat does not exceed the dimensions of the seat of the aircraft seat (43x35 cm),
  - the seat is equipped with the appropriate bolt enabling its secure attachment to the passenger seat using the passenger's seat belt (aircraft seats do not have the ISOFIX system).

The Passenger acknowledges that due to safety issues, the allocation of seats with a child seat is subject to the following restrictions:

- a seat next to the place with child seat must be occupied by a person who is responsible for the child,
- travel seats can only be placed on the seats by the window (seats A or F),
- a place with a child seat cannot be in the emergency row nor directly in front of or behind this row (in the case of Boeing 737-800 aircraft, these are seats: 1A, 1B, 1C, 15ABCDEF, 16ABCDEF (digit means the row number),
- at the start or landing of a given flight, the child must be on the lap of an adult person, fastened with safety belts made available by the crew of the plane.

If the child seat is not suitable for air transport, in particular it does not have the appropriate marking (certificate) or its dimensions or specifications make it impossible to securely attach to the passenger seat, it will be moved to the main luggage compartment. Information regarding the carriage of infants and children, including a child seat is also available on the Carrier's Website.

6. Infants and passengers under 16 are not allowed to travel alone. Care must be taken by an adult who is over 18 years of age.
7. (Assistance service for minors) In the case of child at the age of 5, it is possible to provide care for the child by the crew of the plane under the assistance for minors traveling alone, for payment of fees in accordance with the Table of additional charges (Annex III to the General Conditions of Carriage (OWP)). The condition for admission of a minor to the flight by the carrier is a correctly completed form "Orders for care of minors", signed in accordance with national law by the parents or guardians of the child and indicating the name, surname and the identity document of the person receiving the child. The form can be obtained directly at the ticket and luggage check-in counter. Please note that it is necessary that a parent or guardian stays at the airport until the flight starts in the case of an unforeseen flight cancellation.

Enter Air informs you that the child's travel abroad is treated in most countries, including Poland, as an activity requiring the consent of both parents who are entitled to parental

responsibility. In accordance with Regulation (EU) 2016/399 of the European Parliament and of the Council of 9th March 2016 on the provisions of the EU Code governing the movement of persons across borders (the Schengen Borders Code), in case of minors travelling alone, the border guards assure, by means of detailed checks of travel and supporting documents that the minors could not leave the territory of the state against the will of the person (who holds) parental care over them. In some countries, the child's independent travel may be connected with meeting other formal requirements resulting from the provisions of the national law. In this situation, it is the responsibility of parents/guardians to ensure that the child has the appropriate documents required by the national law, valid on the day of departure.

Travel under the assistance of minors requires prior agreement with Enter Air. Due to the restrictions on each flight regarding the number of minors transported as part of the assistance service, in particular for operational or legal reasons, the Carrier reserves the right not to offer Assistance services on certain flights or to limit the number of seats offered .

8. Before each flight over a water reservoir, children under 2 years of age will receive special life jackets which will be returned when the Passenger leaves the aircraft. If the Passenger misuses the life jacket or damages or destroys it without justification, it shall be obliged to reimburse Enter Air for such damage or destruction.

## **§16. Carriage of cargo**

1. Enter Air is licensed to carry goods.
2. Procedures concerning the approval and acceptance of the goods for carriage and their receipt are defined in international IATA and ICAO regulations.

## **§17. Hand luggage**

1. The passenger is allowed to take into the passenger cabin 1 piece of luggage. The weight of such Hand luggage must not exceed the 5-kilo limit per person and the sum of its three dimensions must not be greater than 115 cm (e.g. 55x40x20 cm). The Carrier has the right to check the weight and dimensions.
2. The limits on Hand luggage, mentioned in this Clause 17 par. 1, do not include the following object of personal use, indispensable during the travel, provided they are in good care of the passenger:
  - a) a small woman's bag,
  - b) a coat,
  - c) an umbrella or a walking stick,
  - d) a photographic camera, a video camera, a pair of binoculars, a laptop computer,
  - e) a cradle, a bassinet, a car seat, and baby food for the duration of the flight,
  - f) crutches and orthopedic appliances.
3. Within the framework of Hand Luggage, the Carrier may allow aboard other objects, too, so long as they are small, neutral to flight safety and passengers' comfort.
4. When there is not enough room for passengers in the cabin, the Carrier may ask the passenger to hand his Hand Luggage over for stowing it in a cargo hold, notwithstanding its measurements being within the Carrier's established dimensions. In such case, the passenger will be obliged to empty the luggage from valuable things, documents and

electronic devices. Then, the luggage will become Registered Luggage and fall under relevant provisions of these Terms of Carriage.

5. A list of items that Passenger's baggage may not contain as well as items that may not be brought by passengers into security restricted areas or on board an aircraft is included in Appendix I to these Terms.
6. Detailed rules for the control of Hand Baggage, including the transport of liquids in cabin luggage, are set out in the Annex to *Commission Implementing Regulation (EU) 2015/1998 of 5 November 2015 laying down detailed measures for the implementation of the common basic standards on aviation security (EU OJ of 2015 No. 299, page 1 as amended)*. Information on the transportation of liquids, aerosols and gels in the cabin baggage are also available on the Civil Aviation Authority's website (<http://www.ulc.gov.pl/en/>) under the Passenger Rights / For passengers / Baggage.

## **§18. Registered luggage**

1. Within the paid-in price, the passenger is entitled to carry Registered Luggage provided that:
  - a) the Registered Luggage, stowed in cargo holds, is contained in suitcases or in other proper packaging, assuring safe carriage.
  - b) the Registered Luggage should be marked with a name, initials, or some other individual mark to facilitate the identification of the Passenger.
  - c) The Weight of the Registered Luggage which each passenger is entitled to within the paid flight, subject to paragraph d) below, is maximum 20 kg and its size is not greater than 80x120x100 cm. If the luggage weight exceeds 20 kg, an additional fee is to be paid for each kilogram of excess luggage, the amount of which is specified in the Table of additional charges (Appendix III to these General Conditions of Carriage (OWP). The maximum weight of a piece of luggage cannot exceed 32 kg. Passengers traveling together who submit their luggage for check-in at the same place and time may combine their free baggage allowances, with the proviso that a single piece of luggage does not exceed 32 kg (e.g. two pieces of luggage: 32 kg and 8 kg)
  - d) The Weight of the Registered Luggage which each passenger is entitled to within the paid flight may be limited on selected flights up to 16 kg due to operational reasons. Relevant information on restrictions on the weight of Registered Luggage, including in particular restricted routes is available on the Carrier's Website.
  - e) The luggage whose dimensions are greater than the aforesaid shall be considered additional. The Carrier may accept such oversize luggage for conveyance and receive it on board only after the Carrier's tariff surcharge has been paid (Appendix III to these Terms).
  - f) All information on the rates for extra baggage transportation and procedures to be met is available from Charterer or Carrier. The Carrier has the right to refuse carriage of additional baggage not meeting the conditions specified by the Carrier.
  - g) The Carrier is not bound to convey any additional luggage; such service goes beyond any contractual obligation. However, the Carrier will do his best, technical conditions and aircraft's capacity permitting, to take the passenger's additional luggage on board.
  - h) The Carrier's consent to carry additional luggage is given on a case to case basis and subject to aircraft's capacity.
  - i) Carriage of Hand and Registered Luggage is governed by regulations and procedures of a given airport.

2. Registered Luggage is carried in the same aircraft as the Passenger whom it is assigned to, unless the Carrier finds this unfeasible due to shortage of space or fear of overload. In such case, the Carrier shall carry the Registered Luggage in a next possible flight with available space, unless otherwise provided. In this situation the carrier shall make every effort to provide such luggage promptly to the passenger, unless under applicable law, the passenger must be present for customs clearance.
3. List of prohibited articles and dangerous goods authorized for carriage is available in Appendix I and II to these Terms.
4. The Passenger's Registered Luggage should not contain:
  - banknotes and securities;
  - jewelry, noble and precious metals, precious and semi-precious gemstones;
  - computers, photographic cameras, video cameras, cell phones, other electronic or engineering devices and their accessories, optical instruments and breakable items;
  - official papers, including commercial and private;
  - travel documents or other IDs;
  - keys and spanners;
  - liquids (exception: lead-acid batteries for a wheelchair);
  - medicines;
  - food;
  - works of art/valuable artistic objects.
5. In the case when Registered Luggage of the passenger contains any of the objects listed above, the Carrier does not answer for any loss, destruction, delay, or damage to such objects.
6. If the Carrier accepts Registered Luggage along with the passenger's written declaration of value being above the limits set in the Convention, the passenger is bound to pay surcharge as set in the Tariff. In the case when the value of the luggage is above the limits of liabilities set in relevant regulations, the passenger should let the Carrier know of such fact when checking in stand and insure the luggage on his own.
7. The Carrier may refuse to take any luggage to be Registered Luggage, if it is packed in a way that does not guarantee safe conveyance notwithstanding usual handling with care. In the case of doubt about the technical condition of the Registered Luggage, the Carrier reserves the right to verify the technical condition of the Registered Luggage, in particular when the Registered Luggage has been covered with foil or similar material. If the Passenger refuses the Registered Luggage to be verified in the manner specified above, the Carrier shall make a note in the contents of the Baggage Tag (or another transport document indicated by the Carrier) about the fact that it has doubts about the technical condition of Registered Luggage. Delicate objects, which are specially liable to damage in a cargo hold during transportation as register luggage, like some musical instruments, pictures and, which are not on the banned-for- transportation list of objects and materials, may be carried as Hand Luggage after they have been reported to and accepted by the Carrier. Carriage of such objects as Hand Luggage may involve an extra charge to be paid by the passenger.
8. Within the weight limit of Registered Luggage, collapsible prams are carried free of charge for infants under the age of two years. For children above two years of age, the pram is transported as a part of Registered Luggage and its weight is included in the weight of Registered Luggage.
9. Fully collapsible wheelchairs, stowable in a cargo hold, are carried as Registered Luggage.



10. Baggage containing sports equipment (such as windsurfing board, golf equipment, skiing equipment, kite surfing equipment, scuba diving equipment, bicycle and others) is accepted for carriage, subject to the payment of additional fees (Appendix III to these Terms) and the appropriate packaging to prevent damage.
11. Strollers and other devices for the transport of children and adults, carried by Passengers, shall be adequately secured in the covers of strollers and other devices so that they can be transported safely and, in particular, any and all the protruding parts of these devices shall be secured. In case of lack of protection referred to in the sentence above, Enter Air shall not be held responsible for the damage thereto.
12. In the event that the value of a single stroller or other elements referred to in point 11 above exceeds the limit value of PLN 2,000, the Passenger is obliged to notify the Carrier on the value of the stroller by e-mail address [customercare@enterair.pl](mailto:customercare@enterair.pl)

## **§19. Transport of animals**

1. Live animals can be carried on board and only upon prior consent of the Carrier and under the conditions set by the Carrier, under the own responsibility of the Passenger who should ensure that the carriage to the place of destination is in accordance with the applicable regulations and permitted by the Carrier. Only dogs and cats in suitable containers, with current health and vaccination books, entry permit and other documents required for entry into the country of destination are allowed for transportation.
2. The carriage of these animals is allowed in special cages for this purpose or closed containers with a waterproof bottom, with maximum dimensions of 48 cm ((19") long, 33 cm (13") wide, 25 cm (10") high) and the maximum weight with an animal's weight will not exceed 8 kg. This container must fit under the seat.
3. The Passenger provides the cages for animals on his own and on his own responsibility.
4. The transport of animals must be each time accepted by the Carrier. Passenger is responsible for having all necessary health certificates, as well as other documents required by the authorities of departure and destination countries, and all transit countries. Animals accompanying passengers, transported for non-commercial purposes from third countries into the European Union will have to meet the import requirements described in Chapter III, Section I of the *Regulation of the European Parliament and the Council No 576/2003 on the non-commercial movement of pet animals and repealing Regulation (EC) No 998/2003*. Failure to meet these requirements means refusal of carriage. Carriage of animals can also be subject to other limitations which may but need not take place and relevant information is obtainable from the Charterer or the Carrier.
5. The animal, which has been checked in along with its container and fodder, do not become part of the free-of-charge luggage allowance but make an overweight which the passenger pays for according to the Table of additional fees in Annex III.
6. The Carrier disclaims liability for bodily harm, loss, delayed release, illness or death of an animal when the animal was refused entry onto the territory of the state of destination or transit.
7. Blind or deaf persons' guide dogs are carried by air free of charge. Such dogs must have a leash, muzzle, certificate of a training course and required documentation. A guide dog, muzzled and on a leash, assisting its master, can be kept in the passenger cabin. Some countries forbid bringing in animals onto their territories. Immediately after booking, the passenger is bound to tell the Charterer and the Carrier about his intention to take with him his guide dog and come to the airport to check-in 2 hours before scheduled departure time.

8. Specific conditions of carriage of animals may be laid down by national regulations of arrival or transit places.
9. The Carrier reserves the right that no more than two animals may be carried on one flight. Enter Air does not offer animal transport services in the baggage compartment.
10. The carrier allows free of charge transport of emotional support dogs which have the appropriate certificate for assistants, provided that it meets the transport criteria referred to in paragraph 2 above. In the event that the dog intended to serve as emotional support does not meet the criteria for carriage referred to in paragraph 2 above, the Passenger will be obliged to purchase an additional seat on the plane.

## **§20. Objects excluded from air carriage, objects restricted from air carriage**

1. The following objects are excluded from air carriage (these items must not be placed in checked baggage, hand baggage or carried as passenger personal items):
  - firearms, ammunition and explosives, all objects and substances that imitate firearms,
  - ammunition or explosives,
  - flammable substances (except alcoholic beverages originally sealed, hair lacquer, perfumes, cologne water);
  - radioactive materials;
  - compressed gas (except carbon dioxide canisters for powering prosthetic limbs, cylinder with non-flammable gas for inflating a life jacket, and oxygen-air cylinder – as many as IATA regulations determine);
  - toxic or infectious substances;
  - corrosive materials (except mercury in thermometers, barometers, and wheelchairs);
  - briefcases and attaché cases with safety devices and built-in alarm systems, lithium batteries or pyrotechnical material;
  - items and materials which pose threat to safety, property, lives or well-being on board;
  - all materials which are banned for air carriage by countries en route;
  - all objects which do not qualify for air carriage due to their weight, shape or other features;
  - live animals, subject to this Clause 19;
  - human remains;
  - animal carcasses;
  - objects specified in ICAO Technical Instructions on Safe Air Carriage of Dangerous Goods, IATA Dangerous Goods Transportation Regulations, and in the EC Directive 68/2004.
2. In the case when the passenger is trying to take with him any of the above mentioned objects, the Carrier may refuse it at first boarding or, if uncovered in flight, refuse to carry it further.
3. List of dangerous goods authorized for carriage in passenger baggage based on IATA Dangerous Goods Regulations is available in Appendix II.
4. In case an object(s) is uncovered, which is forbidden from air carriage or not conformable to these Terms of Carriage, its carriage will fall under applicable charges. Besides, such object will be subject to refusals and restrictions in respect to liabilities and to other provisions of these Terms of Carriage of luggage. The Carrier may take from the passenger and carry in his care the objects which he deems dangerous.

## **§21. Reception of luggage**

1. Passengers are required to collect their baggage as soon as it is ready to be received in the place to which the baggage has been sent.
2. For not collecting the baggage within a reasonable time, the carrier may charge a passenger for safekeeping. In case of not collecting the baggage within three (3) months after its delivery at destination, the carrier may utilize of it in accordance with the carrier's rules and will be released from liability to the passenger.
3. The person entitled to collect the baggage is the person who is able to present the evidence in the form of luggage tags, luggage section attached to the board card, consistent with a tablet placed on the incoming luggage. Carrier is not obliged to verify that the holder of the voucher section of the baggage tag is authorized to collect the baggage. Failure to present the baggage identification tag shall not prevent delivery of the luggage, provided that altogether ticket and baggage can be identified by other means.
4. If the person collecting the baggage cannot provide Ticket or baggage tag, air carrier will pass the luggage to such a person, but on the condition that he will present evidence of the right to the luggage that will be satisfying to air carrier and, at the request of the air carrier, will provide sufficient provision, enabling the air carrier to any damage or expense that might arise as a result of such release.

## **§22. The right to luggage check-ups**

1. For reasons of safety, the passenger is bound to give the Carrier information on his luggage. At the passenger's consent, or in his absence and impossibility to obtain his consent at the right time, the Carrier may check to see if the luggage is free from any of the objects specified in Clause 18 par. 3 or Clause 20 par. 1, the carriage of which would violate these Terms of Carriage. Enter Air is not liable for damage to baggage and its content as a result of such check-up.
2. If the passenger fails to give information or objects to luggage check-up, the Carrier may refuse to carry the passenger and/or his luggage.
3. The Carrier is not obliged to reimburse the cost of wrapping Registered Luggage in foil, if the foil has been removed as a result of and for the purpose of luggage inspection.

## **§23. Air Carrier's liability**

1. The Carrier disclaims liability for such kind of damage which stems from failure to perform a contract, or from negligent performance.
2. The procedure initiated due to death, damage to health and loss of baggage is identical to the procedure of complaint defined in Clauses 26 and 27 of the General Terms and Conditions.
3. Air carriage, performed under these Terms of Carriage, is subject to rules and limitations in carriers' responsibility laid down in the Convention, provided that the carriage is an „international carriage” in the meaning of the Convention. In the extent in which provisions of the Convention do not apply, such responsibility is determined by laws of specific states, the Polish laws in this respect and the laws of other EU states being in compliance with the Convention.
4. In the case where a loss was, partly or wholly, caused by the person harmed, the Carrier may shrink from responsibility in full or in part under binding laws.

5. The Carrier answers for harm to personal harm suffered by the passenger (death, bodily harm, health disorder), according to principles laid down in the laws which provide for limitations to the Carrier's responsibilities.
6. The Carrier's responsibility is limited solely to damage occurred in his own flight or in flight bearing his Code. Issuing a ticket or registering luggage for another carrier's flight, the Carrier acts merely as an agent of such carrier.
7. If doubts are raised as to the health condition of the passenger, the Carrier may require to be shown a relevant health certificate, or have the passenger examined by a doctor at the airport (before departure).
8. The Carrier disclaims liability arising from his observance of binding laws and regulations of administrative organs, nor for damage arising from passengers' failure to observe such laws and rules.
9. The liability of the carrier cannot exceed the proven value of the damage.
10. If this does not stem from the provisions of the Convention or other applicable laws, the Carrier is not liable for lost profits, indirect or consequential damages.

#### **§24. Liability for harm inflicted on the passenger**

1. The Carrier's liability for a loss related to death, laceration or any other bodily harm to the passenger in an accident must not be a cause of any withholding of monies, unless the carriage falls under provisions of the Warsaw Convention.
2. In case of any damage up to a PLN sum equivalent to 113,100 SDR, the Carrier must not exclude or limit its liability, reasoning that he and his representatives took all necessary steps to avoid damage or, that taking such steps by him or them was not possible.
3. Irrespective of regulations, if the Carrier proves that the damage was caused by the dead or injured passenger, or that said passenger contributed to the damage, the Carrier may be exempt from part of all of liability, in accordance with pertinent legal provisions.
4. Without delay, and positively not later than 15 days from establishing a private person entitled to damages, the Carriers shall pay such front money as can be necessary to cover immediate needs in proportion to the tangible loss suffered by said person.
5. In case of death, the front money shall not be less than the PLN equivalent of 16,000 SDR per passenger.
6. The advance monies do not stand for acceptance of liability, ergo, it can be credited to all next sums being paid in respect to Carrier's liability, however, the front money is not returnable except specific cases and circumstances when it becomes proven that the recipient of the front money did cause or contribute to a loss of his own fault or he had no right of compensation.

#### **§25. Liability for loss of luggage, its pilferage, damage or delay in delivery**

1. Enter Air is responsible for damage, loss or pilferage of checked baggage in case the situation occurred on board the aircraft, or during the time the baggage is under the care of the carrier. The liability of Enter Air is specified in General Condition of Carriage, Warsaw Convention for the Unification of Certain Rules Relating To International Carriage by Air, signed in Warsaw on 12 October 1929, Montreal Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999, Regulation (EC) No 261/2004 of the European Parliament and the Council of 11 February 2004 which establishes common rules on compensation and assistance to passengers in the event of

- denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91, Civil Code and other legal requirements.
2. The liability for lost, delay, damage or pilferage of luggage is limited, unless the amount that was declared earlier was higher than the amount proscribed in the Convention, and that an extra fee was paid in. In case of delay in delivery of the baggage for more than 24 hours, the carrier may make refunds for the purchase of necessities on the basis of the accounts.
  3. When the carriage is subject to the provisions of the Montreal Convention, the liability is limited to the sum of 1131 SDRs per passenger for Checked Baggage and Unchecked Baggage, except the case of acts or omissions made with the intention of causing injury or unwisely with the awareness of the likelihood of injury. The limitation of liability referred to above is the upper limit of liability of the carrier, which means that under these limitations the passenger must prove in particular the occurrence and the amount of the damage suffered. In the absence of evidence of damage, the carrier is entitled to compensation based on the principles of life experience.
  4. Unless the weight of luggage was determined, it is assumed that its weight is not greater than the weight limits applied to carriage of luggage which is carried free of charge.
  5. The Carrier may free himself from liability to the passenger for the loss or damage to luggage through showing that he is not guilty of the damage.
    - 5.1 Enter Air is not liable for damage sustained in case of destruction, loss or damage to checked baggage, in which the damage resulted from the natural characteristics, quality, defects of the baggage or inadequate protection by the Passenger.
    - 5.2 Enter Air is not liable for minor damage to the outer surface of the luggage (abrasions, scratches, dirt, stains, dents, etc.) that result from normal use of the baggage, and for any damage caused by overloading the baggage.
    - 5.3 Enter Air is not responsible, if and in so far as the destruction, loss or damage was caused by the actions of public authority carried out in connection with travel, entry or transit the baggage.
    - 5.4 Enter Air is not liable if the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom it obtained its rights – to the extent that such negligence or wrongful act or omission caused or contributed the damage.
    - 5.5 In case of Cabin Baggage (including personal items) Enter Air is liable only if the damage resulted from a mistake or fault of the carrier's employees.
    - 5.6 The carrier is not responsible for losses, damages or other expenses incurred in connection with the receipt of luggage by an unauthorized person, including the luggage mistakenly picked up by another passenger. A person who mistakenly receives a baggage of another passenger will cover any cost incurred by the necessity of delivery of the baggage.
  6. If it turns out after the passenger's arrival at destination that his luggage did not arrive on the same flight, the passenger should immediately report the lack of baggage, and the Carrier or a ground handling agent acting in his stead shall write a relevant report and initiate the search procedure aimed at finding the luggage.
  7. If the loss of luggage is not an aftermath of circumstances which the Carrier is not responsible for, the Carrier or the ground handling agent shall notify the passenger without delay about the possibility of reclaiming the luggage at the airport. The passenger should pick up the luggage during 5 working days from notification. Past that time, the passenger will be charged the cost of storage. At the passenger's request and

within his possibilities, the Carrier will send the luggage over to an airport other than the port of destination.

8. The Carrier advises that in the case the passenger reclaims his luggage at a time other than directly after arrival, the passenger should check the luggage for missing items and damage and lodge a claim if so should happen.
9. The luggage not found within 21 days of filing a complaint is considered missing. The liability of the Carrier for lost baggage is governed by the provisions of the abovementioned legal acts, these Terms and the relevant provisions of the Convention and the Polish law.
10. The Carrier may release himself from liability to the Passenger for the loss or damage of baggage, by demonstrating that he is not responsible for this, unless the provisions of the applicable law, in particular the provisions of the Convention, provide otherwise.

## **§26. Irregularities**

1. The Carrier will make every effort to carry the Passenger and his luggage without delay in accordance to the current time-table, however in cases of extraordinary circumstances beyond the Carrier's control, the carriage may be impeded, cancelled or delayed.
2. In the case of the flight is off schedule, the Carrier is bound to let the passenger know information about his rights, inclusive of the right to compensation and other privileges. In case of flight cancellation due to causes beyond the Carrier's control, the Carrier will be exempt from the obligation to pay compensation.
3. In case when Enter Air predicts the changed of the departure or arrival time, Enter Air is obliged to inform the passengers:
  - a) who signed a contract for the carriage with the travel agency - through the office,
  - b) who signed a contract for the carriage directly with Enter Air using the possibility to make an individual booking - via e-mail and telephone, according to the data indicated by the passenger in the booking form.
4. The rights of passengers due to overbooking:
  - 4.1 In the case the passenger is refused boarding although in possession of:
    - valid ticket and other travel documents;
    - booking confirmation of a given section of flight;
    - meets carriage terms,and assuming that he comes to the check-in desk within the time stipulated by Enter Air or not later than 45 minutes before scheduled departure, Enter Air will call out in the first place passengers willing to resign their booking of overbooked flight in exchange for compensation (specified according to Item 4.1) and care (specified according to Item 4.2.1.). When resignees are too few at the beginning of overbooking, Enter Air turns down the passengers against their wishes. In such a situation, the passengers will have the right to compensation and care, as described in Items 4.1 and 4.2.
  - 4.2 The compensation will be paid out during 14 days depending on the passenger's final decision, in cash, via electronic transfer, bank money order, or bank check and, possibly in the case of obtaining the passenger's written consent, by personal check/travel voucher.
    - A) For flights not longer than 1500 km – EUR 250;
    - B) For flights within the EU which are longer than 1500km and for all other flights from 1500km to 3500km – EUR 400;
    - C) For flights which do not meet the terms of letters A and B – EUR 600.

In case Enter Air offers alternative connections to the port of destination, not taking longer than:

- 2 hours from the scheduled time of arrival (STA) for the flights mentioned under letter A),
- 3 hours from STA for the flights mentioned under letter B),
- 4 hours from STA for flights mentioned under letter C),

Enter Air will reduce the above amounts of compensation by 50%.

#### 4.3 Standards:

4.3.1. In the event of overbooking, the passenger may choose between:

- a) money back, during seven days, of the costs of ticket (unused sections) subject to the passenger not continuing his journey to original destination and returning to the place of first departure a.s.a.p.;
- b) a change of route to the place of destination at an earliest opportunity, on terms comparable to original terms, or at a later date, on seat availability condition.

4.3.2. Additionally, for free, passengers are entitled to:

- meals and drinks adequately to waiting time;
- hotel accommodation in case departure in not going to be on the day of traffic disturbance, or if hotel accommodation seems necessary;
- transfer between airport and place of accommodation;
- two phone calls, sending a message by telex, fax or e-mail.

#### 5. Passengers' rights when a flight is cancelled.

5.1 In case of failure to notify the passenger on his flight cancellation two weeks before departure, the passenger is entitled to compensation according to the table below. To obtain information on compensation payment the passenger should contact the Carrier's office.

- a) Flights not longer than 1500 km – EUR 250;
- b) Flights within the EU which are longer than 1500km and for all other flights from 1500km to 3500km – EUR 400;
- c) Flights which do not meet the terms of letters A and B – EUR 600

The compensation will be paid out during 14 days depending on the passenger's final decision, in cash, via electronic transfer, bank money order, or bank check and, possibly in the case of obtaining the passenger's written consent, by personal check/travel voucher.

In case Enter Air offers alternative connections to the port of destination, not taking longer than:

- 2 hours from the scheduled time of arrival (STA) for the flights mentioned under letter A,
- 3 hours from STA for the flights mentioned under letter B,
- 4 hours from STA for flights mentioned under letter C,

Enter Air will reduce the above amounts of compensation by 50%. If the passenger was notified about flight cancellation within:

- at least two weeks before the planned journey;
- two weeks, though not later than seven days before the planned journey and Enter Air did arrange for an alternative connection to the place of destination, departure being not later than two hours before STD and arrival at destination being not later than 4 hours before the STA of cancelled flight;

- less than seven days before STD and Enter Air did arrange for an alternative connection to the place of destination, departure being not later than one hour before STD and arrival at destination being not later than two hours after the STA of cancelled flight,
- then, no compensation can be paid out by Enter Air.
- 5.2 The care and other privileges for passengers due to cancelled flight. In the case of a cancelled flight, the passenger may choose between:
- a) a refund (during 7 days) of the costs of unused sections of his ticket, or for used sections on condition that his further flight does not coincide with original destination and that his return flight to the first place of departure occurs at an earliest date;
  - b) a change of route to a place of destination at an earliest date on terms comparable to original terms, or at a later date on seat availability condition.

Additionally, passengers are entitled to:

- meals and drinks adequately to waiting time;
- hotel accommodation in case departure is not going to be on the day of traffic disturbance, or if hotel accommodation seems necessary;
- transfer between airport and place of accommodation;
- two phone calls, sending two messages by telex, fax or e-mail.

Enter Air will be exempt from the obligation to pay out compensation in case the flight is canceled due to extraordinary circumstances.

6. Passengers' rights when a flight is delayed.

In case Enter Air foresees that departure, compared to SDT, can be:

- two hours or more in the case of flights not longer than 1500 km;
- three hours or more in the case of flights longer than 1500km inside the EU, and in the case of all other flights longer than 1500km, though not longer than 3500km;
- four hours or more in the case of all other flights which do not meet the above conditions, Enter Air shall provide for passengers, for free:
  - a) meals and drinks adequately to waiting time, and enable to send two phone calls, two telex or fax messages or e-mails, and
  - b) in the case when waiting for departure extends by at least one day – hotel accommodation and airport-accommodation transfer,
  - c) in the case when waiting for departure is longer than at least five hours – a refund of the costs of ticket, during seven days, for used or unused sections of their tickets, on condition that his further flight does not coincide with original destination and that their return flights to the first place of departure occur at an earliest date;

## §27. Claims

1. Subject to par. 4, all complaints must be submitted in writing, in Polish or English only. Properly filed complaints are dealt with promptly, with responses to complaints no later than within 30 days from the date of receipt. In exceptional cases, this period may be extended to 60 days. Enter Air must notify of it by 30 days after the date of receipt. Claims can be sent to the following address:

**Enter Air sp. z o.o.**  
**ul. Komitetu Obrony Robotników 74**  
**02-146 Warszawa**



2. The basis for compensation claims is to prove that the passenger has met the conditions set out in Article 3 par. 2 point a) of *Regulation 261/2004*: had the confirmed reservation for the flight and showed up for check-in in as stipulated and at the time indicated by the air carrier, no later than 45 minutes prior to the departure. These circumstances shall be demonstrated by the passenger by sending the confirmed reservation for the flight and boarding pass for the flight or otherwise.
3. The basis of accepting the luggage claim is providing the Property Irregularity Report (PIR) and all the documents confirming any financial loss caused to a passenger. If the Passenger received his baggage without submitting the complaint means that the luggage has been delivered in good condition and in accordance with shipping documents.
4. In the case of a luggage damage, the passenger must make the complaint immediately after the discovery of the damage within 7 days from receipt of the checked baggage. In case of a delay in delivering the baggage, the complaint must be made within 21 days from the date of receiving the baggage according to Article 31 para. 2-4 of the Montreal Convention.
5. Every luggage complaint must be submitted to the carrier in writing, with the Property Irregularity Report, boarding pass and luggage tag or luggage tag check, within the timeframes specified above. Enter Air reserves the right to ask the passenger to provide other additional documents which are necessary to determine the limit of liability. Enter Air may designate an additional channel dedicated to luggage complaints, including through an e-mail address, for selected or all flights, as reported to passengers. The additional channel does not exclude the possibility of filing a complaint in writing in accordance with par. 1.
6. In case the damaged baggage could not be repaired by the carrier or any company acting on its behalf, the passenger has the right to have the luggage repaired by a third party, obtain the receipts and send them to the carrier. In case baggage is irreparable, the passenger must obtain written confirmation from the appraiser, including indication of the brand and type of baggage.
7. If the checked baggage has been damaged or pilfered, Passenger must immediately report this to the airport services and complete the PIR before leaving the transit area. Acceptance of the Baggage without complaint made before leaving the transit area and without completion of the Property Irregularity Report (PIR), is prima facie evidence that the Baggage has been delivered in good condition.
8. If the Passenger's baggage did not arrive with the flight carrying the Passenger, the Passenger has to report this fact immediately to the airport services, and complete the PIR upon arrival before leaving the transit area. Should the Passenger fail to meet this requirement, Enter Air will be released from liability for damage, destruction, loss or delay of passenger baggage.
9. The maximum compensation in the amount of 100 USD for the delay in baggage delivery over 24 hours during the passenger's stay abroad is admitted on the basis of the bills for purchase of the first need products (underwear, necessary change of clothing, cosmetics and toiletries) regardless the period of waiting for the luggage. The carrier reserves the right however to adjust the claims individually.
10. Should any damage occur to Passenger's Unchecked Baggage, a report must be made on board the aircraft. Should the Passenger fail to comply with this requirement, Enter Air will not be liable for any damages to Unchecked Baggage.
11. According to Art. 35 sec. 1 of the Montreal Convention, the right to compensation provided for by the Convention shall expire if the claim is not made within two years from

the date of arrival to the place of destination or from the date on which the aircraft should have arrived or from the date on which the carriage ceased.

## **§28. Catering**

Depending on a contract with a Charterer, the Carrier offers foodstuffs, non-alcoholic and alcoholic drinks free of charge, or entirely for a full charge. Relevant information is available from the Charterer or the Carrier. The list of foods and drinks, with prices, is available on board.

## **§29. Additional services**

1. The Carrier offers a selection of additional services such as:
  - a) the carriage of special baggage including sport baggage (Clause 18 par. 11),
  - b) the carriage of excess luggage (Clause 18 par. 1),
  - c) the carriage of a pet (subject to the restrictions described in Clause 19),
  - d) special assistance to a minor traveling alone (Clause 15 par. 2),
  - e) extra legroom seat (Clause 29 par.2),
  - f) booking of any place on the airplane (§29 (3)).Clause 19)Extra services are not free of charge. The fees are given in the table in Appendix III to these General Terms and Conditions of Carriage.  
The Passenger may avail himself of additional services after saying such intention to the Agent of the Carrier and obtaining confirmation that such service may be rendered by the Carrier.
2. Reserving extra legroom seat shall be carried out with particular regard to the following conditions and after paying the fee specified in the table additional charges constituting Annex II to the present GCC.
3. Places with more legroom, which are located in an airplane in the immediate vicinity of emergency exits (in the case of Boeing 737-800 aircraft these are seats: 1A, 1B, 1C, 15ABCDEF, 16ABCDEF (digit means row number) are subject to restrictions due to safety regulations. Such places can be occupied by passengers who can actively help in evacuation so they cannot be occupied by people who, due to their physical or psychological condition, could impede evacuation, in particular:
  - Passengers with limited ability to move,
  - Passengers who require special care,
  - the blind and deaf,
  - Passengers who because of age, illness or will not be able to perform the operations required in emergency situations,
  - Pregnant women,
  - Infants and children under the age of 16,
  - Passengers traveling with pets on board,
  - Deported,
  - Passengers with non-standard dimensions (eg. obese),
  - Passengers with limited ability to communicate with staff on-board (language barrier)
4. Free seats selection is available after the payment specified in Table of additional fees (Annex III to these Terms).
5. All the information concerning procedures connected with extra services are available at the Charterer and the Carrier. In order to receive the information it is required to contact

the Charterer or to check carrier's website. Enter Air has the right to refuse to provide special services that do not fulfill the conditions set by the carrier.

6. The Carrier's is not obliged to provide special services. The Carrier reserves the right to refuse to provide an special service for capacity shortage, or for operational reasons.
7. The conditions of executing additional services are set in detail in regulations and procedures in a given country.

### **§30 Contracts for outsourcing additional services**

1. The Carrier makes contracts with third persons for the purpose of offering passengers additional services (other than air carriage), like for instance: hotel reservation, car hire, insurance). In case of signing similar contracts, the Carrier does not act as a representative of any third person. Any claims in respect to a third person's fulfillment of a contract between such person and the passenger should be directed directly to such firm.
2. Additional services, on the Carrier's offer, may be subject to certain limitations or separate regulations. The Carrier will make the third persons General Terms and Conditions of Contracts available to passengers.

### **§31 Interpretation**

Unless otherwise provided in the provisions of the Convention or mandatory provisions of law, these Terms and Conditions of Carriage and each carriage that Enter Air provides to the passenger (in respect of the passenger and / or his / her baggage) shall be governed by the Polish law.