

# General Conditions of Carriage

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British Midland Regional Limited General Conditions of Carriage for bmi Regional passengers and baggage.

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Article 1

## What Particular Expressions Mean In These Conditions

As you read these conditions, please note that: "We", "our" "ourselves" and "us" means British Midland Regional Limited.

"You", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "Passenger").

"AGREED STOPPING PLACES" means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

"AIRLINE DESIGNATOR CODE" means the two-characters or three letters which identify particular air carriers.

"AUTHORISED AGENT" means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

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

"BAGGAGE CHECK" means those portions of the Ticket which relate to the carriage of your Checked Baggage.

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

"CARRIER" means an air carrier other than ourselves, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

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

"CHECK-IN DEADLINE" means the time limit specified by the airline by which you must have completed check in formalities and received your boarding pass.

"CONDITIONS OF CONTRACT" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

"CONJUNCTION TICKET" means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.

"CONVENTION" means whichever of the following instruments are applicable:

- the Warsaw Convention
- the Warsaw Convention as amended at The Hague on 28 September 1955
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975)
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975)
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975)
- Guadalajara supplementary Convention (1961) (Guadalajara)
- The Montreal Convention (1999)

Provided for the avoidance of doubt that if more than one of the above mentioned convention applies the more recent one shall apply.

"COUPON" means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

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

"DAYS" mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

"ELECTRONIC COUPON" means an electronic flight coupon or other value document held in our database.

"ELECTRONIC TICKET" means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

"FLIGHT COUPON" means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

"FORCE MAJEURE" means unusual and unforeseeable circumstances beyond the affected party's control, the consequences of which could not have been avoided even if all due care had been exercised.

"ITINERARY/RECEIPT" means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

"PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").

"PASSENGER COUPON" or "PASSENGER RECEIPT" means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

"REG 261" means Regulation (EC) 261/2004.

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

"STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"TARIFF" means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

"TICKET" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

"UNCHECKED BAGGAGE" means any of your Baggage other than Checked Baggage.

"WARSAW CONVENTION" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929.

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## Article 2

# Applicability

## 2.1 GENERAL

Except as provided in Articles 2.2, 2.4 and 2.5, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment. The terms and conditions contained within the Ticket and the Ticket wallet shall form part of these Conditions of Carriage

## 2.2 CHARTER OPERATIONS

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or in the Ticket.

## 2.3 CODE SHARES

On some services we have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply we will advise you of the carrier operating the aircraft at the time you make a reservation.

## 2.4 OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our

Tariffs or applicable law in which event such Tariffs or laws, as the case may be, shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

## 2.5 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

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### Article 3

## Tickets

### 3.1 GENERAL PROVISIONS

3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

3.1.2 A Ticket is not transferable and is generally non-refundable, subject to the provisions of Article 10. Changes to a Passenger's name are not permitted but certain other changes may be made subject to the payment of a change fee, together with any difference in the fare paid by you for the flight at the time of booking and the prevailing fare for the alternate flight, on the date that such change is made. For the avoidance of doubt, no refund shall be made if the fare at the time of the change is lower than the fare originally paid.

3.1.3 You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket for reasons of Force Majeure or otherwise.

3.1.4 Notwithstanding 3.1.2, if a Ticket has been issued as part of a package to which The Package Travel, Package Holidays and Package Tours Regulations 1992 SI 1992/3288 as amended ("the PTR") apply and you wish to transfer your booking under Regulation 10 of the PTR we will issue a new Ticket provided that you:

3.1.4(a) prove to us or our Authorised Agents that you have satisfied the requirements of Regulation 10 of the PTR and are entitled to transfer the booking;

3.1.4(b) give us reasonable notice of your intention to transfer the booking before your date of departure;

3.1.4(c) give us or our Authorised Agents the full name address and contact number of the person to whom you want the new Ticket to be issued;

3.1.4(d) deliver the Ticket to us or our Authorised Agents; and

3.1.4(e) pay us a reasonable administration fee for issuing the new Ticket.

3.1.5 The Ticket is and remains at all times the property of the issuing carrier.

3.1.6 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.7(a) In case of loss or mutilation of a Ticket (or part of it) by you or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request we will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable by the person issuing the new Ticket at the time, that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by us or another carrier for misuse of the Ticket. Where such evidence is not available or you do not sign such an agreement, the person issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the person issuing the new Ticket is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to the person issuing the new Ticket, the foregoing refund will be processed at that time.

3.1.7(b) We will not claim reimbursement from you for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.

## 3.2 PERIOD OF VALIDITY

3.2.1 Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs, (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for:

3.2.1(a) one year from the date of issue; or

3.2.1(b) subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.

3.2.2 When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

3.2.3 If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may (but shall not be obliged to) extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the

fare has been paid. Such illness must be attested to by a medical certificate. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

3.2.4 In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

### 3.3 COUPON SEQUENCE AND USE

3.3.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.3.2 Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable endeavours to transport you to your next Stopover or final destination, without recalculation of the fare.

3.3.3 Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation at the date of change.

3.3.4 Please be aware that while some types of changes will not result in a change of fare others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

3.3.5 Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

3.3.6 Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations and will not be liable to you for any loss or expense incurred by you or by any member of your party as a result.

### 3.4 NAME AND ADDRESS OF CARRIER

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our full name, trading name and registered office address are set out in Article 18 of these Conditions.

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## Article 4

# Fares, Taxes, Fees And Charges

## 4.1 FARES

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

## 4.2 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

## 4.3 CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in another currency.



## 4.4 ADMINISTRATION FEES

Subject to applicable legislation, we reserve the right to charge a reasonable administration fee for making any changes to your booking; for enabling you to pay us by credit card or to make a booking through our call centre; and for providing ancillary services that are not included in the price of the Ticket including, but not limited to, requests for personal data pursuant to Sub-Article 5.3 and requests for duplicate receipts.

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### Article 5

## Reservations

### 5.1 RESERVATION REQUIREMENTS

5.1.1 We or our Authorised Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

5.1.2 Unless otherwise indicated by us in writing, our fares have conditions which limit or exclude your right to change or cancel reservations.

### 5.2 TICKETING TIME LIMITS

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent, we may cancel your reservation.

### 5.3 PERSONAL DATA

5.3.1 You recognise that personal data has been given to us for the purposes of: making a reservation; purchasing and issuing a Ticket; accounting, billing and auditing (including checking credit or other payment cards); administrative and legal purposes; statistical analysis; developing and providing services; and facilitating security, immigration, customs and entry procedures, and making available such data to government agencies, in connection with your travel. It is also possible that such data may be used for sales and marketing purposes and that it may be disclosed to companies within British Midland Regional Limited or our travel partners. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, our subsidiaries, Authorised Agents, government agencies, data processors, credit and payment card companies, tour operators or the providers of the above-mentioned services. This may involve sending your data outside of the European Economic Area. If you do not wish to receive information from us or our travel partners please write to us at the Correspondence address at the end of these Conditions of Carriage.

5.3.2 We and other airlines are obliged by laws introduced in the US and other countries to give border control agencies access to passenger data. Accordingly any information we hold about you and your travel arrangements with us may be disclosed to customs, immigration and law enforcement authorities of any country in your itinerary. This may include details you have given us about any payment details;

contact information; and any special requirements you have specified. You are entitled to refuse permission to release your data to such authorities by writing to us at the address at the end of these Conditions of Carriage prior to your departure date. If you refuse permission and you are flying to or through a country which requires the information, we may have to cancel your reservation and will be unable to carry you to or through that country.

#### 5.4 SEATING

We will endeavour to honour advance seating requests where offered. However, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

#### 5.5 RECONFIRMATION OF RESERVATIONS

5.5.1 Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us you still wish to travel, and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight we will use reasonable efforts to transport you to your next or final destination.

5.5.2 You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears for the flight in question on the Ticket.

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### Article 6

## Check-In And Boarding

6.1 Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found on our website in addition departure gate closure information can be found in our timetable, or may be obtained from us or our Authorised Agents.

6.2 You must be present at the boarding gate not later than the time specified by us when you check in.

6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

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

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#### Article 7

## Refusal and Limitation Of Carriage

### 7.1 RIGHT TO REFUSE CARRIAGE

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

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

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

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

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

7.1.5 you have refused to submit to a security check on you or your baggage;

7.1.6 you have not paid the applicable fare, taxes, fees or charges;

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

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

7.1.9 you have failed to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated spoiled or damaged;

7.1.10 you fail to observe our instructions with respect to safety or security;

7.1.11 you have used threatening, abusive or insulting words towards our ground staff or crew of the aircraft;

7.1.12 you have deliberately interfered with a member of the crew of the aircraft carrying out their duties;

7.1.13 you have made a hoax threat relating to bombs, biological or chemical weapons;

7.1.14 you have put the safety of either the aircraft or any person in it in danger;

7.1.15 you have committed a criminal offence during the check in or boarding process or on board the aircraft;

7.1.16 you are pregnant woman beyond the 36th week of pregnancy in the case of a single pregnancy or beyond the 32nd weeks of pregnancy in the case of multiple births' pregnancy;

7.1.17 the Passenger is a child under the age of 12 who is not accompanied by a person who is at least 16 years' old;

7.1.18 you try to travel while a banning notice we have served on you is in force. By a banning notice we mean a written notice we have given to you informing you that you are banned from being carried on our route network. This means that you are banned from travelling on all flights we operate. This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask you not to buy a ticket or ask or allow anyone to do so for you.

If we have, in the exercise of our reasonable discretion, refused to carry you, or removed you en-route, for any of the reasons mentioned above or for any other form of behaviour or conduct which has in our view similar affect on the aircraft, crew or passengers or carriage, then we may cancel any remaining unused coupons in the Ticket, you will not be entitled to further carriage or to any refund with respect to any of the sectors covered by the Ticket and we will not be liable for any alleged or actual loss or damage arising from or in connection with any such refusal to carry or removal en-route. Without prejudice to the generality of the foregoing, if, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct in any way the crew in the performance of their duties, or fail to comply with any instructions of the crew in any way including without limitation to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. On such occasions you may also be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

In addition, if, as a result of conduct by you of the sort mentioned above, we decide, in the exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you and / or your Baggage, you must pay all costs incurred by us resulting

from that diversion and hereby agree to assume responsibility for any such cost and to indemnify us in respect of them on our demand.

## 7.2 SPECIAL ASSISTANCE

7.2.1 Acceptance for carriage of passengers who are not persons with reduced mobility but who nonetheless require assistance from us, such as unaccompanied children, pregnant women or ill persons is subject to prior arrangement with us and to these Conditions of Carriage.

7.2.2 Passengers who are persons with reduced mobility, who have advised us of any special requirements they may have at the time of booking and at any time thereafter until 48 hours before the scheduled departure time, and whose carriage can be accommodated by us, shall not subsequently be refused carriage on the basis of such disability or special requirements. In particular,

7.2.2(a) With regard to seating, Article 5.4 will apply to PRMs. However, if the disability affecting the passenger creates a need a bulkhead seat, such as a disability which causes the passenger to be accompanied by an assistance dog in the cabin, and the passenger has requested a bulkhead seat, such seat will be provided to the passenger if it is not already assigned to another passenger with a disability.

7.2.2(b) We may require that the disabled passenger travels with an attendant if it is essential for safety or if the passenger is unable to assist in his own evacuation from the aircraft or he is unable to understand safety instructions.

7.2.2(c) There is no charge for transporting any device, such as a wheelchair or a cane, which disabled passengers require for assistance. Any such devices will not be counted towards the passenger's free baggage allowance.

Please [click here](#) for further information for expectant mothers, unaccompanied children and persons with disability or who otherwise require assistance from us.

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## Article 8

# Baggage

## 8.1 FREE BAGGAGE ALLOWANCE

You may carry some Baggage, free of charge, subject to our conditions and limitations, which are available upon request from us or our Authorised Agents and are available at our airport Ticket Desks.

## 8.2 EXCESS BAGGAGE

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request and are available at our airport Ticket Desks.

## 8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 You must not include in your Baggage:

8.3.1.1 any single item of baggage weighing in excess of 32kg

8.3.1.2 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

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

8.3.1.4 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes must be presented to us and on presentation may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.3.1.2.

8.3.3 Weapons such as antique firearms, swords, knives and similar items must be presented to us and on presentation may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.

8.3.4 You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, keys, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5 If, despite being prohibited, any items referred to in Articles 8.3.1 to 8.3.3 (inclusive) are included in your Baggage, we shall not be responsible for any loss or damage to such items. In addition, failure to comply with such requirements may result in severe criminal penalties being brought against you and you shall also be liable for any costs resulting from any disruption incurred by us as a result of you not complying with this requirement and we shall be entitled to refuse you carriage on any return or subsequent flight.

## 8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to paragraph 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and container unacceptable to us is available upon request.

## 8.5 RIGHT OF SEARCH

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with 8.3.2 or

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

## 8.6 CHECKED BAGGAGE

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

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

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

## 8.7 UNCHECKED BAGGAGE

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

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in

advance and permission has been granted by us. You may have to pay a separate charge for this service.

## 8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.

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

## 8.9 ANIMALS

If we agree to carry your animals they will be carried subject to our cargo conditions relating to animals and to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated in a container appropriate to the type and size of the animal and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

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

8.9.3 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request. Guide dogs accompanying Passengers may be carried in the cabin subject to applicable legislation. In all other instances any Guide dogs will be carried in the hold.

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

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



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Article 9

## Schedules, Delays, Cancellation Of Flights

### 9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2.

### 9.2 CANCELLATION, REROUTING, DELAYS, ETC.

9.2.1 We will take all necessary measures to avoid delay in carrying you and your baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

9.2.2 Except as otherwise provided by the Convention or Reg 261, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:

9.2.2.1 carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

9.2.2.2 within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

9.2.2.3 make a refund in accordance with the provisions of Article 10.2.

9.2.3 Upon the occurrence of any of the events set out in Article 9.2.2, except as otherwise provided by the Convention or Reg 261, the options outlined in Article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.4 If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy.

Click [here](#) to view a summary of your rights under Reg 261 and for further information click [here](#).

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## Article 10

# Refunds

10.1 Although our tickets are generally non-refundable, we may from time to time agree to refund a Ticket or any unused portion of it. Any such refund will be in accordance with the applicable fare rules or Tariff, as follows:

10.1.1 Except as otherwise provided in this Article, we shall be entitled to make a refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

10.1.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3 Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

## 10.2 INVOLUNTARY REFUNDS

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:

10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid;

10.2.1.2 if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

## 10.3 VOLUNTARY REFUNDS

10.3.1 If you are entitled to a refund of your Ticket for reasons other than those set out in 10.2, the amount of the refund shall be:

10.3.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

10.3.1.2 if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the

points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

#### 10.4 REFUND ON LOST TICKET

10.4.1 If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

10.4.1.1 that the lost Ticket, or portion of it, has not been used, previously refunded or replaced, (except where the use, refund or replacement by or to a third party resulted from our own negligence);

10.4.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

10.4.2 If we or our Authorised Agent lose the Ticket or portion of it, the loss shall be our responsibility.

#### 10.5 RIGHT TO REFUSE REFUND

10.5.1 we may refuse to refund a Ticket:

10.5.2(a) where the relevant Ticket is non-refundable;

10.5.1(b) where a refund application is made after the expiry of the validity of the Ticket; or

10.5.2(c) which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

#### 10.6 CURRENCY

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

#### 10.7 BY WHOM TICKET REFUNDABLE

Voluntary refunds will be made only by the carrier which originally issued the Ticket or by its agent if so authorised.

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Article 11

## Conduct Aboard Aircraft

### 11.1 GENERAL

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

11.1.2 If as a result of your behaviour we divert the aircraft to an unscheduled place of destination and make you leave the aircraft, you must pay us the reasonable costs of the diversion and any fines or penalties imposed on us by the government of the country to which we have diverted.

11.1.3 For the avoidance of doubt, you are not permitted to consume alcohol that has not been purchased from our staff on board the aircraft and in particular Duty Free alcohol purchases must remain unopened. We reserve the right to refuse to serve or sell alcohol to any passenger on board the aircraft.

### 11.2 ELECTRONIC DEVICES

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

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Article 12

## Arrangements For Additional Service

12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.

12.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

## Administrative Formalities

### 13.1 GENERAL

13.1.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

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

### 13.2 TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

### 13.3 REFUSAL OF ENTRY

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

### 13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

### 13.5 CUSTOMS INSPECTION

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

### 13.6 SECURITY INSPECTION

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

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Article 14

## Successive Carriers

14.1 Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.4.2.

14.2 If you have made a reservation with us which includes one or more sectors operated by another carrier, we will advise you of the carrier operating the aircraft at the time you make a reservation or where it is not known when you make your reservation, we will inform you as soon as the identity is established.

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Article 15

## Liability For Damage

### 15.1 APPLICABILITY

Our Liability and that of each Carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

### 15.2 APPLICABLE LAWS

The rules applicable to our liability shall be as provided by:

- the Convention;
- EC Regulation 2027/97 as amended by EC Regulation 889/2002;
- Reg 261; and
- to the extent not inconsistent with the above, applicable national law.

### 15.3 DEATH OF OR INJURY TO PASSENGERS

15.3.1 Our liability for damages sustained in the event of death, wounding or any other bodily injury by a Passenger in the event of an accident shall not be subject to any financial limit PROVIDED HOWEVER THAT we reserve all other defences available to us (whether under the Convention or otherwise) in respect of liabilities arising under Articles 15.3 to 15.5 (inclusive) or each of them and all rights of recourse against any other person, including (without limitation) rights of contribution and indemnity.

15.3.2 For any damages up to and including the sum of the equivalent of 113,100 Special Drawing Rights, we shall not exclude or limit our liability.

15.3.3 Notwithstanding the provisions of Article 15.3.2, if we prove that the damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger or the person claiming compensation; we may be exonerated wholly or partly from our liability in accordance with applicable laws.

15.3.4 To the extent that damages under Article 15.3 may potentially exceed 113,100 Special Drawing Rights they will be reduced accordingly if we prove that damage was not due to the negligence or other wrongful act or omission of us or our agents or that the damage was solely due to the negligence or other wrongful act or omission of a third party.

15.3.5 We shall, without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered.

15.3.6 Without prejudice to Article 15.3.4, an advance payment shall not be less than the equivalent of 16,000 Special Drawing Rights per Passenger in the event of death.

15.3.7 An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except in the cases described in Article 15.3.3 or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

#### 15.4 DAMAGE TO BAGGAGE.

15.4.1 We are not liable for damage to Unchecked Baggage (other than damage caused by delay which is covered by Article 15.4.4 below) unless the damage was caused by our negligence or the negligence of our agents.

15.4.2 Our liability for Damage to your Baggage, including damage caused by delay, is limited by the Convention to 1,131 Special Drawing Rights except where you prove that the Damage resulted from an act or omission by us or our agents carried out either with the intention of causing Damage, or recklessly with knowledge that damage would probably result, and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment. We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

15.4.3 If you complete a special declaration of higher value at check-in and pay the applicable fee, our liability shall be limited to the higher declared value.

15.4.4 We are not liable for Damage to Baggage caused by delay if we prove that we and our agents took all reasonable measures to avoid the Damage or that it was impossible for us or our agents to take such measures.

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

15.4.6 Except where the Convention applies, we shall have no liability whatsoever for damage to articles not permitted to be contained in Checked Baggage under Article 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, silverware, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

## 15.5 DELAY TO PASSENGERS

Without prejudice to the provisions of Reg 261:

15.5.1 Our liability for damage caused to a Passenger by delay is limited by the Convention to 4,694 Special Drawing Rights.

15.5.2 We are not liable for damage to a Passenger caused by delay if we prove that we and our agents took all reasonable measures to avoid the damage or that it was impossible for us or our agents to take such measures.

## 15.5 GENERAL

15.5.1 If we issue a Ticket or if we check Baggage for carriage on another Carrier, we do so only as agent for the other Carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last Carrier.

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

15.5.3 Except as may be specifically provided otherwise in these Conditions of Carriage, we shall be liable to you only for recoverable compensatory damages for proven losses.

15.5.4 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as it and they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

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



15.5.6 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

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

15.5.8 The value of 1 SDR is approximately UK£ 0.90 pence but this rate of conversion may fluctuate. SDR's daily applicable rates can be viewed [here](#).

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## Article 16

# Time Limitation On Claims And Actions

## 16.1 NOTICE OF CLAIMS

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

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

## 16.2 LIMITATION OF ACTIONS

Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

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**Article 17**

## **Other Conditions**

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us, which form part of our contract of carriage with you. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices and items, and the on board consumption of alcoholic beverages.

Regulations and conditions concerning these matters are available from us upon request and through our website.

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**Article 18**

## **Interpretation**

These Conditions of Carriage shall be governed by and construed in accordance with English law.

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

British Midland Regional Ltd  
Registered Office  
Aberdeen Airport East  
Wellheads Drive  
Dyce  
Aberdeen  
AB21 7EU

British Midland Regional Limited

Trading as bmi regional

Place of incorporation: Scotland

Company Number SC104657