

## **ALBA STAR S.A. GENERAL CARRIAGE CONDITIONS FOR PASSENGERS AND BAGGAGE**

This document provides the general terms and conditions of transport as applied by Alba Star S.A. Alba Star S.A. is a Spanish law airline with private capital, with registered office in Palma de Mallorca, Balearic Islands, Av. Conde de Sallent 23, 5A 07003.

It is advisable to carefully read these general conditions of transport as they contain useful information for the flight.

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### **1. DEFINITIONS**

**“ADR” (Alternative Dispute Resolution):** means a dispute resolution method other than the usual reference to the ordinary courts; it is carried out in a shorter time frame and at reduced cost, and may be conducted by a neutral and qualified third party (such as a mediator, conciliator or arbitrator) acting as an intermediary between consumer and seller, who can suggest or impose a solution on the parties or simply help them find an agreement, through a direct meeting between them or through representatives or trade and consumer associations, even online.

**“Baggage”:** means personal belongings or possessions with which Passengers travel. Unless otherwise specified, Baggage implies both Checked Baggage and Unchecked Baggage.

**“Baggage Receipt”:** means the document given to the Passenger which proves the handing over of Checked Baggage, with its corresponding identification label which is attached to the Checked Baggage.

**“Boarding Pass”**: means the document required for access to the boarding area and the aircraft, as issued at the airport upon checking-in or through special online procedure available only to scheduled flights, provided that the Passenger’s Ticket and documents are available; it contains details as name, surname, flight route and number, as well as the boarding gate number: its stub is then checked upon actual boarding on the aircraft in order for the Carrier to obtain a “Passenger List”, i.e. the list of Passengers actually on board.

**“Booking Office”**: means the Carrier Service Center, available at the telephone number +39 095/311503 (telephone number not subject to premium-rate, the cost of the call depending on the caller’s service provider) and email address [callcenter@albastar.es](mailto:callcenter@albastar.es), which Passengers can refer to as to buy their Tickets, receive general information on flights and purchase of Tickets, or request changes for Tickets already purchased, when possible. The Booking Office is available from Monday to Friday from 09:00 to 13:00 and from 15:00 to 19:00, and on Saturday from 09:00 to 13:00 - Italian bank holidays excluded.

**“Carrier”**: means the Spanish law company Alba Star S.A., with registered office in Palma di Maiorca, Balearic Islands (Spain), Via Conde de Sallent 23, 5A, 07003, Spanish tax identification and VAT number ESA57643439, the flights of which are identified by the codes AP (IATA) or LAV (ICAO).

**“Checked Baggage”**: means Baggage which is handed over to the Carrier and loaded in the hold, and for which a Baggage Receipt is issued.

**“Child”**: means Passengers who are over 2 & younger than 12 at the date of the flight (at the date of the return flight, should the Ticket be for a round trip flight).

**“Infant”**: means Passengers who are not yet 2 at the date of the flight (at the date of the return flight, should the Ticket be for a round trip flight).

**“Information on Privacy”**: means the information on personal data processing by the Carrier, as available at the address [www.albastar.es](http://www.albastar.es)

**“Montreal Convention”**: means the *“Convention for the unification of regulations concerning international air transport”*, signed in Montreal on 28 May 1999.

**“ODR” (Online Dispute Resolution entity)**: means online dispute resolution bodies useful for the management of disputes related to online purchases as they overcome the obstacle of geographical distance between consumer and seller.

**“Passenger”**: means all people carried by the Carrier or whom the Carrier undertakes to transport, with the exception of crew members.

**“PIR” or “Property Irregularity Report”**: means the form which must be filled in by the Passenger in case of loss, damage or delayed arrival of the Baggage, available at dedicated airport offices named *“Lost & Found”*.

**“Reference Code” or “PNR” - “Passenger Name Record”**: means the numeric code communicated to the Passenger to confirm the purchase of the Ticket.

**“Regulation 261/2004”** : means Regulation (EC) 261/2004 of the European Parliament and Council, dated 11 February 2004, which lays down common rules for compensating and assisting Passengers in the event that they are denied boarding, their flight is cancelled, or they face a long delay.

**“Terms of Transport”**: means these general carriage terms and conditions.

**“Ticket”**: means the transport document called *“passenger ticket and baggage receipt”* or, in the case of an electronic ticket, the confirmation and summary of the flight information, including the Reference Code.

**“Unchecked Baggage” or “Hand Baggage”**: means hand baggage which the Passenger may carry on board and for which s/he shall be exclusively responsible as to the way in which it is stowed in the dedicated spaces and to the relevant handling on board.

**“Website”**: means the website [www.albastar.es](http://www.albastar.es) owned by the Carrier.

## **2. APPLICATION OF THE TERMS OF TRANSPORT**

These Terms of Transport apply to all scheduled flights operated by the Carrier as well as non-scheduled flights (so called “*charter*”), as far as applicable.

The provisions of these Terms of Transport also apply to free or discounted flights operated by the Carrier, as far as applicable.

For flights operated by other carriers (so called “*code-share flights*”), please refer to the conditions of the carrier which actually operates the flight, as provided for in the website thereof.

## **3. ACCEPTANCE OF THE TERMS OF TRANSPORT**

The Passenger is required to look at the Terms of Transport on the Website [www.albatar.es](http://www.albatar.es) or request a copy hereof from the Booking Office or the travel agency before purchasing the Ticket, which therefore implies full knowledge and integral acceptance hereof.

These Terms of Transport may be updated or amended at any time by the Carrier, which shall promptly communicate any such circumstance through the Website.

Should the Ticket be purchased on the Website, the Passenger undertakes and agrees to print and, in any case, keep these Terms of Transport, also in electronic format. This provision shall apply also in case of any change hereof.

Should the Passenger purchase the Ticket from authorised travel agencies, it is the responsibility of the latter to provide an updated copy of these Terms of Transport to the Passenger and to communicate any possible contingency as to the flight. The Carrier shall not be liable for any and all possible damages caused to the Passenger due to non-compliance of the qualified travel agencies as to the aforementioned provisions and obligations. These provisions shall apply also in case of Tickets for non-scheduled flights purchased through tour operators, whether or not included in package tours.

## **4. TICKET PURCHASE**

The Ticket shall only be valid for the flight specified therein and for the person who appears as the Passenger. The Ticket is non-transferrable and may not be disposed of to third parties. The Ticket shall also include a reference to these Terms of Transport and any other information which Alba Star considers to be essential.

Tickets may be purchased, subject to availability, on the dedicated section of the Website, by contacting the Booking Office or from authorised travel agencies.

Should the Ticket be purchased on the Website, after having selected the desired flight itinerary and accepted these Terms of Transport, the Passenger shall have to send the purchasing order by clicking on the dedicated confirmation button. The Passenger’s browser shall then automatically redirect him/her to the website provided for the payment through the Servired System, where the Passenger shall be asked to fill in a form by entering the required details concerning the credit card to be used for payment. Once the payment transaction has been successfully concluded, the Passenger shall be automatically redirected to a page of the Website displaying the payment confirmation and the summary of the purchased flight itinerary.

The total price of the Ticket, including fare, price of other purchased services, supplementary charges, possible price increases, administrative and issuance fees (if applicable) as well as all airport taxes, must be paid with the purchasing order, both online and offline. After verifying the payment of the total price of the Ticket, the Carrier shall confirm the purchase by communicating the Reference Code to the Passenger. Should the payment be unsuccessful or incomplete, the

Booking Office shall keep the purchasing order on standby for 24 hours, during which the Passenger may remedy the deficiency by paying with a valid credit card or, in exceptional cases, by sending a copy of the corresponding bank transfer and/or bank transaction reference number; if not, the booking shall be automatically cancelled.

In the event of purchases through the Website or the Booking Office, the purchase confirmation with the relevant Reference Code and the summary of the flight itinerary shall be sent by the Carrier to the email address as specified by the Passenger. In the event of purchase through authorised travel agencies, these shall be responsible for providing the Passenger with the Reference Code, a copy of these Terms of Transport, and the summary of the flight itinerary.

The purchase confirmation sent by the Carrier is a valid travel document effective for tax purposes. Upon request by PC or by phone, Alba Star shall issue and provide Passengers with the relevant invoice.

Tickets may refer to either one way flights or round trip flights. The Carrier does not offer connecting flights and shall not be liable for any missed flight connections.

The ticketing activity for non-scheduled flights shall be directly handled by tour operators. The Passenger must therefore contact, either directly or through the travel agency, the tour operator which issued the travel document before the flight departure date as indicated thereon, in order to receive confirmation as to flight schedules as well as to the actual payment settled the tour operator to the Carrier. Should the flights booked through tour operators not have been duly paid, the Carrier shall be entitled to deny Passenger the right to board: that being the case, the Carrier shall consequently not be liable for any and all possible damages caused to the Passenger and any liability with regard to the failed, delayed or modified operation of the flight, under the current legislation applicable on the sale of package tours, lies with the tour operator, which the Passenger shall have to refer to.

## **5. DATA PROTECTION**

Any and all Passenger's personal data collected during the purchasing process of the Ticket through the Website or the Booking Office shall be processed in compliance with the Information on Privacy provisions as published on the Carrier's Website.

Should the Ticket be purchased from qualified travel agencies, these latter shall be identified as Data Processors and then required to deliver the Information on Privacy provisions to Passengers and to collect their written authorization to process sensitive data, if any. The Carrier disclaims any liability about the processing of personal data as provided by the Passenger. These provisions shall apply also in the case of flights related to non-scheduled Tickets, for which the tour operator shall be the Data Processor.

## **6. FARES**

The prices of Alba Star Tickets are flexible and depend on the retail channel. The price of the Ticket only includes carriage from the departure airport to the destination airport, as well as all scheduled stopovers in the case of conjunction Tickets. The price of the Ticket does not include land transport services between airports, nor between the airports and/or terminals of the destination city. Each reservation can include a maximum of 9 Passengers.

Alba Star prices always include VAT, fuel surcharges - where applicable - and the taxes established by each airport authority. Any other charges for optional services shall be stated specifically and must be accepted by the Passenger before payment. Fees and taxes are governed

by decisions beyond the Carrier's control and are subject to constant modifications and reviews, which may occur after a Ticket has been purchased.

## **7. GENERAL CRITERIA**

All fares applied are those in force and applicable at the time of purchase and have a limited number of available seats. Fares may vary prior to transport depending on the number of seats still available at the time of purchase.

The Carrier reserves the right to deny transport in the event that the applicable fare (inclusive of any supplement, surcharges, fees and taxes, etc.) has not been fully paid.

Should the Ticket be purchased through the Website or the Booking Office, the Passenger shall be charged with administrative and issuance fees, equal to Euro 5.00 per booking.

### **Characteristics of fare categories for short/medium-haul scheduled flights**

#### **“WEB” fare**

The WEB fare includes airport taxes and other levies and one piece of cabin Baggage up to 7KG. Checked Baggage up to max. 20KG per piece can be purchased separately. This fare does not allow the Passenger to make any changes (name, date or time of the flight itinerary). This fare is non-refundable. Tax and other services previously purchased shall be reimbursed upon cancellation (subject to 16.00 Euro administration penalty). This rate is excluding the administration fee (5.00 Euro).

#### **“BASIC” fare**

The BASIC fare includes airport taxes and other levies and one piece of cabin Baggage up to 7KG. Checked Baggage up to max. 20KG per piece can be purchased separately. This fare allows the Passenger to make changes (name, date or time of the flight itinerary), subject to a penalty of 60.00 Euro. Changes are subject to availability and are possible up to 24 hours before original departure time and are limited to a 4-week period of the original flight date. Tax and other services previously purchased shall be reimbursed upon cancellation (subject to 16.00 Euro administration penalty). This rate is excluding the administration fee (5.00 Euro).

#### **“STAR” fare**

The STAR fare includes airport taxes and other levies, one piece of cabin Baggage up to 7KG and one piece of standard Checked Baggage up to max. 20KG. Additional Checked Baggage can be purchased separately. This fare is refundable (subject to 15 Euro administration penalty) allows the Passenger to make changes (name, date or time of the flight itinerary), without any limits or penalties. Changes are subject to availability and are possible up to 24 hours before original departure time and are limited to a 4-week period of the original flight date. This rate is excluding the administration fee (5.00 Euro).

## **8. PAYMENT**

Tickets and additional services are payable in EUR. However, Alba Star may accept other currencies at its discretion. In such cases, Alba Star shall be entitled to set the exchange rate

taking into account the price of the currency on international markets and, if applicable, other additional objective criteria, such as administration fees.

Should the Ticket be purchased through the Website or the Booking Office, payments may be made exclusively using credit cards as accepted by Servired.

Should the Ticket be purchased from authorised travel agencies, the Passenger shall ask information about payment methods directly to them.

The price of the Ticket, all taxes and fees, along with all charges relating to the booking must be paid in full upon confirmation of the Ticket purchase. If payment is not completed, the contract with the Carrier shall not be considered valid and the booking shall be automatically cancelled.

When payments are made using cash or debit card, such transactions incur no additional charges. If payment is made using any other credit card or payment method, a supplementary charge may be applied, as notified by Alba Star during the booking process. Alba Star shall not be liable for any additional charges made by the entity that provides the specific payment method for the Passenger.

### **8.1 Secure site for payments - disclaimer**

As a better guarantee and security for the Passenger, the Carrier shall never come into possession of information regarding credit card details at any time during the purchasing transaction on the Website, as they are transmitted using a secure site direct to Servired, which manages the transaction.

The Carrier shall not save any such information on its computer files. Therefore, under no circumstance may the Carrier be held responsible for any fraudulent and/or unauthorised use of credit cards used for payments of the Tickets.

## **9. DELAYS, CANCELLATIONS AND OVERBOOKING: APPLICABLE LAW, PROCEDURE OF REQUEST AND MANAGEMENT**

In the event of denied boarding, flight cancellation or long delay, the Carrier is committed towards its Passengers to compliance with the provisions of Regulation (EC) 261/2004 of the European Parliament and of the Council of 11 February 2004, as subsequently amended and construed, and to national laws; the aforementioned law shall not apply to Passengers travelling free of charge or at a reduced fare not available, either directly or indirectly, to the public.

Details of the rights recognized by the aforementioned law is available at the following web address: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32004R0261:EN:HTML>

Should the Passenger consider that one of the cases provided for by the aforementioned law occurred, s/he may contact the Carrier as to request the application thereof: the request shall be managed directly by the Carrier within a period of six (6) weeks of the date of its receipt.

Within the same term the Carrier may produce evidence of any exceptional circumstances, not attributable thereto, valid to exclude the application of the aforementioned law.

Following Carrier's inspections, if the request has been managed and resulted in an amicable settlement agreement with liability release, no further claims shall be accepted.

Any set-offs and compensations resulting due and payable shall be considered by law the exclusive domain of Passengers: if due, the Carrier shall therefore pay them directly thereto, hereby declaring beforehand that it shall not accept any assignments of credit, even when formally notified; the Passenger agrees thereto, acknowledges that s/he is aware thereof and agrees not to transfer any claims against the Carrier to third parties.

The request can be addressed directly by the Passenger to the Alba Star Customer Service office based in Palma de Mallorca, Balearic Islands, Av. Conde de Sallent 23, 5A, 07003, email [customer.care@albastar.es](mailto:customer.care@albastar.es); in case of claims and complaints received from lawyers, attorneys or

other Passengers' representatives in general, any amount intended to cover their fees and expenses shall in no case be paid, not even by way of contribution, such amounts being and remaining the exclusive responsibility of those who decided to be represented by them.

## **10. CHECK-IN**

The Passenger must arrive at the airport in sufficient time as to carry out check-in procedures. On-line check-in is available only for scheduled flights.

Check-in activities for short/medium-haul flights shall start approximately two hours prior to the scheduled flight departure time and end 45 minutes before the flight departure time.

Should the Passenger arrive after the aforementioned time limits, the Carrier shall be entitled to deny boarding to the Passenger, who shall not be entitled to any refund.

On the day of the scheduled departure, the Passenger shall have to arrive at the check-in desks with a valid identity document - suitable to reach the country of destination - and the Ticket. Self-certifications shall not be accepted as proof of identity. The Passenger must make sure that s/he has valid documents as necessary for the entry into the country of arrival as per laws and regulations of the destination country. It is the responsibility of the Passenger to make sure that s/he is in possession of a valid document of identity and of any other further documents and requirements as requested by the customs and immigration authorities. Any and all penalties, sanctions, expenses or costs incurred due to the lack of any such requirements or valid documents shall be charged to the Passenger. It is therefore strongly recommended to contact the immigration authorities of the country of destination in order to obtain the necessary information and any further clarifications before purchasing the Ticket. Should the documents provided by the Passenger be not valid or the name indicated on the Ticket be different from the one on the identity document, the Carrier shall be entitled to deny boarding to the Passenger, who shall not be entitled to any refund.

## **11. BAGGAGE**

### **11.1 Cabin Baggage**

Each Passenger may bring in the cabin only one Unchecked Baggage with a weight not exceeding 5 kg for charter flights and 7 kg for scheduled flights, and overall dimensions not exceeding 115 cm (55x40x20) without any supplementary charges. Each Passenger may also carry into the cabin, without any supplementary charges, only one out of the following items: briefcase, laptop bag or hand bag or umbrella.

### **11.2 Checked Baggage**

Due to international regulations, Checked Baggage should not weigh more than 32 kg. Heavier pieces of Baggage shall not be accepted, except for wheelchairs or bulky items previously authorized by the Carrier such as: musical instruments, camera equipment and toolboxes. Such authorized bulky items or heavy Baggage will be included in the SSR as bulk. The payment of a special fare may be required for the transport of these items.

In compliance with the applicable fare rules each Passenger (excluding Infants) may check in one Baggage up to a maximum weight of 15 kg for charter flights and 20 kg for scheduled flights, with overall dimensions complying with the check-in standards.

The transport of extra kilograms and/or Baggage on scheduled flights may be purchased on the Website of the Carrier or through the Booking Office, whereas for charter flights they may be purchased only at the airport.

For each extra Checked Baggage (in addition to the first one) the Passenger shall pay a supplementary charge per kilo, even though the weight limits of the first Checked Baggage have not been reached. Non-payment of the supplementary charge shall entitle the Carrier to deny the loading of the extra Checked Baggage on board.

The Carrier shall not be responsible for fragile or perishable goods, money, jewels, silverware and precious metals in general, high-tech items, designer garments or objects, leather or fur goods, valuable papers, stocks and shares or other such marketable documents, as well as business or office documents, samples, passports or other such identity documents contained in the Checked Baggage, and shall not be liable for slight damages to the exterior surface of the Baggage (such as, by way of example and without limitation, stains or scratches deriving from their intended use) or damages due to water on non-waterproof Baggage. Passengers may protect themselves by taking out a separate insurance policy with special declaration covering the value of the items contained in Checked Baggage.

### 11.3 Special Baggage

Sports equipment (such as, without limitation, skiing equipment, golf bags, surf boards and windsurf sets), musical instruments and oversized Baggage in general may be carried on the Carrier's flights as Checked Baggage, subject to the prior payment at the airport of the relevant supplementary charges (as detailed in the table below). The amount of the supplementary charges varies according to the type of Baggage. The carriage of special Baggage must be reported at least 2 days before the flight departure to the travel agency or by writing directly to the email [specialrequest@albatar.es](mailto:specialrequest@albatar.es), and it is always conditioned upon space/weight availability.

Special Baggage	Short/Medium-haul flights (Euro or equivalent currency)
Golf bags, snow and water skis, fishing rods, windsurf / kite surf / surf / body board, bicycles, diving equipment, pets in Cabin (PETC)	Please check our website <a href="http://www.albatar.es">www.albatar.es</a> at the Information/Baggage section for prices and conditions.
Pets in cargo (AVIH)	Not allowed

### 11.4 Lost or damaged Baggage

In case of lost, damaged or pilfered Baggage, the provisions of the Montreal Convention 1999 as well as of the EC Regulation no. 2027/97, as amended by EC Regulation no. 889/02, shall apply: that being the case, the Passenger is required to fill in the dedicated PIR at the "Lost & Found" office of the airport of arrival.

In order to start the claim settlement procedures with the Carrier, the Passenger must send the following documents in order to prove the effectiveness and amount of damages:

In case of late delivery or lost Baggage, by and not later than 21 days from the date of the PIR or the actual date of Baggage delivery:

- original PIR;
- original Baggage Receipt and copy of the Ticket;
- full list of the contents of lost Baggage with indication of the value, purchasing date and document of each item;
- original receipts of first-necessity purchased items;

In case of damaged or pilfered Baggage, by and not later than 7 days from the date of the PIR:

- original PIR;
- original Baggage Receipt and copy of the Ticket;
- full list of pilfered items with mention of their weight;
- indication of brand, type, purchasing price and date of the damaged Baggage together with one photograph thereof;
- original fiscal document proving the Baggage repairing cost or a original declaration that the Baggage cannot be repaired issued by the seller.

In both cases, the Passenger shall indicate name and surname, full address and telephone number, as well as bank details as necessary for any possible refund (IBAN and SWIFT codes and name of the bank account holder).

The aforementioned documentation must be sent by registered mail with return receipt to the following address:

**Alba Star CENTRAL LUGGAGE**

**AIRCOMP, S.L.**

**ALBASTAR - CENTRAL DE EQUIPAJES**

**Apartado de Correos 5366**

**E-07011 Palma de Mallorca**

**I. Baleares - Spain**

For further information the Passenger may send an email to [lostandfound@albatar.es](mailto:lostandfound@albatar.es)

### **11.5 Dangerous goods in Baggage**

For safety reasons, the items listed below may not be placed inside any Baggage:

- Compressed gases (cooled, flammable, non-flammable and poisonous), such as butane, oxygen, and liquid nitrogen;
- Self-respiratory bottles;
- Corrosives such as acids, alkalis, mercury or liquid batteries;
- Explosive ammunition, firearms or any such like, insulating capsules, fireworks and rockets;
- Inflammable liquids and solids such as lighter gas;
- Matches, solvents, paints, lighters;
- Radioactive material;
- Bags and suitcases with alarms;
- Oxidising materials such as bleaching powders, peroxides;
- Poisons and infectious substances such as insecticides, herbicides and materials with live viruses;
- Other dangerous goods such as magnetic, offensive or irritant materials;
- Spare lithium batteries.

Lithium ion batteries for portable electronic devices (including medical devices) with a Wh rating exceeding 100 Wh but not exceeding 160 Wh are allowed only for portable medical electronic devices only, lithium metal batteries with a lithium content exceeding 2 g but not exceeding 8 g. Maximum of two spare batteries in carry-on baggage (Hand baggage) only may be accepted with the approval of Alba Star. These batteries must be individually protected to prevent short circuits,

placing them in the original packaging retail or otherwise insulating terminals, e.g., by taping exposed terminals or placing each battery in a plastic bag or protective pouch separated.

Spare lithium batteries are not permitted as Checked Baggage.

Portable electronic devices (including medical devices) containing lithium metal or lithium ion cells or batteries, such watches, calculating machines, cameras, cellular phones, lap-top computers, camcorders, etc., may be carried by Passengers or crew for personal use, as carry-on Baggage. If the devices are transported in Checked Baggage, the Passenger / crew member must take steps to prevent accidental activation. Batteries must not exceed 2 g for lithium metal batteries and 100 Wh for lithium ion batteries. All spare batteries for such portable electronic devices must be carried in carry-on Baggage only. These batteries must be individually protected to prevent short circuits.

### **11.6 Wheelchairs / mobility aids with non-spillable batteries (WCBD)**

Subject to the approval of Alba Star, wheelchairs or other similar mobility aids powered with batteries, equipped with non spillable batteries that comply with Special Provision A67 or vibration testing and differential pressure Packing Instruction 872, for use by Passengers whose mobility is restricted by either a disability, their health or age, or temporary mobility problem (eg. leg fractured), may be carried as Checked Baggage, provided the battery terminals are protected against short circuits (e.g. being inside a container for storage) and the battery is properly secured to the wheelchair or mobility aid.

Wheelchairs / mobility aids with batteries that could cause spills, spillable batteries (WCBW), are not permitted by Alba Star for its transportation.

### **11.7 Transport of firearms and ammunition**

Passengers who carry with them firearms or ammunition, even though having regular gun licence or export licence, are required to report the Carrier thereon before check-in and acceptance and to present themselves at the airport's Frontier Police station, assuming all responsibilities for the compliance with regulations on the transport thereof during the flight. The Passenger shall be required to handover the firearm and its ammunition and place it in a container with a maximum weight of 5 kg.

### **11.8 Transport of liquids**

In order to protect against the threat of explosive liquids, the European Union has adopted through the Commission Regulation EC 1546/2006 a series of safety regulations intended to reduce the amount of liquids which may be carried through the security check points. In particular, only liquids in containers with a maximum capacity of 100 ml (1/10<sup>th</sup> of a litre) or its equivalent (e.g. 100 gr etc.) are permitted to be carried on board of an aircraft. Such containers must be placed inside a transparent plastic bag with a zip to close it and a capacity not exceeding 1 litre, which must be placed separately for inspection at the security check.

Liquids include water or other drinks, soups, syrups, perfumes, creams, lotions, oils, sprays, gels, ointments, make up including mascaras, pressurized containers (including bottles of shaving foam and deodorants), as well as any and all other substances having the same liquid consistency.

Medicines and liquids duly prescribed medically for dietary purposes as well as baby food to be used during the flight, may be carried without limitations of volume and without placing them inside the transparent plastic bag, provided that their need can be proven in advance. Any medicine which is essential during the flight must be accompanied by a medical prescription or by a receipt of purchase.

It is however possible to carry liquids in Checked Baggage (as the aforementioned new regulations concern only Unchecked Baggage) and to buy liquids in the shops located in areas which may be accessed only with a Boarding Pass or on board, provided that the relevant receipt is kept.

### **11.9 Right of the Carrier to inspect Baggage**

For safety reasons, as from the moment when the Passenger hands over his/her Baggage, the Carrier or the airport authorities may search and/or inspect at any time the whole Baggage of part thereof by authorised personnel or by means of technical equipment. Upon accepting these Terms of Transport, the Passenger expressly agrees and accepts in broader terms the search and/or inspection of his/her Baggage whenever necessary. The Carrier shall not be liable for any damage caused to the Baggage (such as breaking of padlocks, zips, packaging, etc.) as a consequence of such search and/or inspection activities.

The Carrier reserves the right to deny boarding to any Passenger, without incurring any type of liability, in the event that the Passenger refuses the search and/or inspection of his/her Baggage or its custody to the local authorities.

## **12. TRAVEL OF MINORS**

### **12.1 Infants**

A child under the age of 2 is considered an infant (INF). It is strongly recommended not to travel with Infants under 2 weeks of age.

Infants can travel sitting on the knees of an adult, paying a special fare to be determined from time to time depending on the selected destination and the period of flight, but they may not have any supplementary Baggage other than that of the person travelling with them. Only one Infant may travel per adult. The stroller or buggy should be free of charge.

### **12.2 Minors**

Except for Infants, all minors are subject to the payment of adult fares and have an allocated seat. As of 26 of June 2012 all minors intending to cross international borders must have their own personal travel documents (either passports or identity cards valid for expatriation or any other equivalent travel documents, provided that any such document is accepted by the countries concerned). For further information, it is recommended to contact the website of the State Police.

The underage Passenger must arrive at the check-in desk with a valid document of identity and any other documents as deemed necessary by the country of destination. It is the responsibility of the parents or the subject who exercises parental authority to make sure that the underage Passenger is in possession of a valid document of identification and other requirements or documents as required by the customs and immigration authorities. Any and all penalties, sanctions, charges or fees deriving from the lack of documents or any of these requirements shall be charged to the parents or the subject who exercises parental authority. It is therefore strongly recommended to contact the immigration authorities of the country of destination in order to obtain information and clarifications before purchasing the Ticket. Should the documents shown by the underage Passenger not be valid, the Carrier shall be entitled to deny boarding without paying any refund.

### **12.3 Unaccompanied Minors (UM)**

Unaccompanied minors are children from 5 to 11, who travel under the custody of the Carrier. Children under the age of 5 are not allowed to travel unaccompanied. Children in the age from 12 to 18 are considered young Passengers and do not travel under the custody of the Carrier, unless the parents request the service. Except as provided for in the preceding paragraph with regard to documents, Passengers under 14 are accepted on board the Carrier's aircraft if accompanied by a

Passenger who is at least 18. The Carrier shall not accept more underage Passengers on board accompanied by a single Passenger who is at least 18.

A special customer service for unaccompanied minors aged between 5 and 11 is available. For further information and to book the service, in case of scheduled flights it is necessary to contact the Booking Office through the email address [callcenter@albatar.es](mailto:callcenter@albatar.es). In case of charter flights, it is necessary to contact Alba Star through the email address [specialrequest@albatar.es](mailto:specialrequest@albatar.es) or through the travel agency, which shall provide the Carrier with the personal data of the person who is accompanying the minor to the airport of departure and of the person who is collecting the minor at the airport of destination. The Booking Office and/or the travel agency shall provide all necessary instructions concerning the procedure for unaccompanied minors and the payment of the relevant service fee. The unaccompanied minor must arrive at the Carrier's check-in desks in the airport of departure at least 2 hours before departure time. If not, the service and the subsequent boarding and departure shall not be guaranteed. That being the case, the price of the Ticket and of the customer service for the unaccompanied minor shall not be refunded.

### **13. SPECIAL ASSISTANCE – ACCOMPANIMENT AT THE AIRPORT**

It is the responsibility of each airport in the European Community to provide assistance to Passengers with disabilities or who have reduced mobility. The Passenger is therefore invited to promptly inform the Carrier or the qualified travel agency about any disability or reduced mobility, in order to check the availability of the necessary services.

The Passenger shall also inform Alba Star as to the type of airport assistance most appropriate to his/her needs at least 48 hours before the departure of the flight so that the appropriate information may be sent to the airport that shall provide the assistance.

Once at the airport, the Passenger must go to one of the official meeting points designated for this purpose and request assistance there. The Passenger is recommended to consult a map of the airport in order to locate the closest meeting point. At non-EC airports Alba Star shall provide assistance to Passengers with disabilities or reduced mobility in the terms and conditions established by applicable law, provided that they request it at least 48 hours before the flight departure.

Alba Star shall provide the assistance specified in Annex II to Regulation (EC) no. 1107, of 5 July 2006, at no additional charge, to Passengers with reduced mobility who have stated their need for special assistance and who are departing from, arriving at or travelling through an airport included in the journey specified on the Ticket.

The acceptance on board of the aircraft of Passengers with disabilities or having reduced mobility, as well as Passengers who need or who may need special assistance for safety reasons, is subject to the confirmation from the Carrier. In order to verify the availability of the necessary special assistance, the Passenger is therefore kindly asked to promptly inform the qualified travel agency or Alba Star about the type of airport assistance most appropriate to his/her needs, through the email address [callcenter@albatar.es](mailto:callcenter@albatar.es), in the case of scheduled flights, and through [specialrequest@albatar.es](mailto:specialrequest@albatar.es), in the case of charter flights.

The possible need to load an electric wheelchair with liquid or lithium batteries must be communicated at least 7 days prior to the departure of the flight, together with the indication of the technical characteristics of the wheelchair.

Alba Star accepts to transport only wheelchairs with non-spillable electrical storage batteries.

Wheelchairs are loaded in the hold at no extra cost. For any information regarding the transport of stretchers, it is necessary contact the Carrier at the e-mail address [callcenter@albatar.es](mailto:callcenter@albatar.es) (for scheduled flights) and [specialrequest@albatar.es](mailto:specialrequest@albatar.es) (for charter flights) at least 21 day before the departure.

In the case of a sight disability (with the need for a guide dog for getting around), the Passenger may carry a guide dog in the cabin free of charge, provided that the animal is on a leash and a muzzle. Furthermore, the Passenger is required to show a certificate of the dog's training and to make sure that all valid documentation for air transport is available. Also in this case it is necessary to contact the Carrier at the email address [callcenter@albatar.es](mailto:callcenter@albatar.es) (for scheduled flights) and [specialrequest@albatar.es](mailto:specialrequest@albatar.es) (for charter flights).

The Carrier shall not be liable for the worsening of the state of health, for the death or any damage to the Passenger whose mental/physical state or whose age may be a danger or a risk to their health, to the aircraft or to any other person on board of the aircraft. For safety reasons, the Carrier reserves the right to deny boarding to these Passengers, should they be unaccompanied.

#### **14. PREGNANT WOMEN**

During the last four weeks of pregnancy prior to delivery (as of the 36<sup>th</sup> week of pregnancy), a pregnant mother shall not be accepted under any circumstances for carriage by air. From the 32<sup>nd</sup> to the 36<sup>th</sup> week of pregnancy, she shall be accepted on board Alba Star aircraft provided that she produces a Medical Certificate stating that she is fit to travel and fills in and signs a Liability Release Declaration.

In case of multiple uncomplicated pregnancies, from the 28<sup>th</sup> to the 32<sup>nd</sup> week of pregnancy, she shall be accepted on board Alba Star aircraft provided that she produces a Medical Certificate stating that she is fit to travel and fills in and signs a Liability Release Declaration.

She shall not be accepted after week 32, even with a Doctor or Medical Certificate. A Mother with a complicated pregnancy shall not be accepted to travel even if she holds a Doctor or Medical Certificate.

Pregnant Women shall only be accepted for travel if the date of their return journey does not exceed the aforementioned limits.

Doctor Certificate and Medical Clearance shall in any case be accepted only if issued and arranged maximum seven days prior to the flight date and state that there are no objections for the pregnant woman to travel by plane.

#### **15. PASSENGERS WHO REQUEST ASSISTANCE FOR HEALTH REASONS**

For all Passengers whose psychophysical state makes it necessary to have special assistance either on board or during boarding and disembarking, a medical certificate stating the person is fit to fly duly signed by a doctor is required.

The medical certificate is required for the following circumstances:

- Passengers whose physical and/or mental state, or their behaviour, may make them incapable, should they not be properly assisted, of looking after themselves or who may be a danger to themselves or other people or to the safety of the flight;
- Passengers suffering from illnesses which are considered (which are thought to be) contagious and which could be transmitted on board;
- Passengers who are in need of the administration of oxygen for medical purposes. Small oxygenators with gas or air cylinders are permitted, while cold liquid oxygen is forbidden;
- Passengers who are in need of medical assistance or of specific medical equipment, except for the cases as listed in the points above;
- Newborns who are less than 7 days old and/or were born prematurely.

## **16. TRAVELLING WITH ANIMALS**

Transport of animals in the cabin is permitted with the charge of a supplementary fee, provided that they have a maximum weight of 8 kg, including food and cage/flexible waterproof transportation bag. Upon purchasing the Ticket, the Passenger shall have to require the service of animal transport in compliance with the following regulations.

The animal must travel exclusively inside a carrier with a waterproof bottom and adequate ventilation. Should the carrier not be deemed as adequate or safe, at the sole discretion of the flight crew and ground staff, the animal shall not be accepted on board the aircraft. Food and water dishes must be spill resistant as to avoid accidental spill overs.

The carrier must be placed on the floor, in the Passenger's foot space or underneath the seat thereof. The carrier may not be placed on any unoccupied seats, nor on the Passenger's knee.

It is not permitted to carry animals on board whose characteristics could cause annoyance to the other Passengers (such as bad smell, bad health conditions, bad hygiene and violent behaviour).

From the start of boarding until disembarking, the animal must remain inside the carrier.

Only dogs and cats are permitted.

The Passenger shall make sure that the country of destination allows the animal into the country, that the animal's required hygiene measures have been duly complied with and that the necessary documents for the possession and transport of the animal are available. The Passenger shall be responsible for any damages (such as fines imposed by the country of destination of the flight etc.) caused to the Carrier due to the transport of animals without adequate documentation.

A maximum of one pet per passenger is allowed. The total number of pets per flight is limited to three.

In order to verify the availability of space on board the aircraft for the transport of animals, the Passenger shall have to contact the Carrier writing to the email address [callcenter@albostar.es](mailto:callcenter@albostar.es) (for scheduled flights) and [specialrequest@albostar.es](mailto:specialrequest@albostar.es) (for charter flights) well in advance with respect to the desired departure date. If not requested the acceptance of the animal at the time of check-in may not be guaranteed.

On Alba Star's flights the transport of animals in the cargo section is not permitted.

The crew reserves the right to change the seat of any Passenger travelling with animals in order to comply with safety regulations.

The Carrier reserves the right to deny the transport of animals in case of non-compliance of one or more of the aforementioned conditions.

## **17. ALLOCATED SEATING**

Boarding is possible after administrative and security checks: the Passenger is required to produce boarding card, which is a personal, nominal and non-transferable document, issued on completion of the check-in procedure

The Carrier ensures the automatic seat allocation to all Passengers, according to availability and at no extra charge.

Pre-allocation of seats on board is possible during on-line check-in procedures only for scheduled flights, by paying a supplement specified therein.

All flight and cabin crew are authorised to modify the Passenger's seat allocation should it be deemed necessary for the safety of the flight and in particular as to the seats by emergency exits, which may not be occupied by Passengers with exceptionally sturdy build, pregnant women, Passengers travelling with children or with physical disabilities and, more generally, by any person who would not be capable of helping the crew in the case of an emergency, as indicated in the applicable regulations.

## **18. BEHAVIOUR ON BOARD**

Smoking on board of all the Carrier's aircraft is strictly forbidden. Without prejudice of any other legal actions, any non-compliance shall result in the payment of administrative sanctions provided for by the applicable regulations.

The consumption of one's own alcoholic drinks carried or offered by a third party on board of the Carrier's aircraft is forbidden.

Pursuant to international regulations, as supplemented by EASA Circular Letter no. 965/2012/Annex 4 of Air Operations CAT.GEN.MPA 140 PED. Revised by Reg.eu 2338 of 16 December 2015, Alba Star prohibits the use of all mobile electronic devices on board of any aircraft, such as, but not limited to, mobile phones, laptops, portable recorders, CD players, electronic games or transmitting devices, including remote-controlled toys and walkie-talkies, with the sole exception of the following:

- Hearing aid devices;
- Pace-makers;
- Shavers;
- Portable sound systems (other than laser scanning or digital);
- Laptops not connected to printers or CD players, provided that they are used during cruising and upon prior specific approval of the Captain of the flight.

The use of these devices on board is allowed before the door closing, unless the Captain deems such use as not compatible with the activities in progress.

Pursuant to the national and international regulations, the aircraft is subject to the authority of the Captain of the flight. All people on board of the aircraft must strictly comply with his/her instructions. The Captain is authorised to adopt any necessary measures for Passengers having incorrect and troublesome behaviour. The Passenger shall be held liable for any damage caused to the Carrier or to any third party due to untoward behaviour, with following obligation of compensation.

## **19. REFUSAL OR LIMITATION OF TRANSPORT**

In addition to the other provisions as set forth herein, the Carrier may deny the boarding or the continuation of transport to Passengers or Baggage or else nullify Tickets under the following circumstances:

- Due to safety reasons or for public order;
- To avoid breaching the national laws of the cities of departure and arrival or of the overflown States;
- Whenever the behaviour or the mental or physical state of the Passenger is such that:
  - it becomes necessary for the Carrier to provide a special assistance, which the Carrier is unable to provide if not at an excessively onerous condition;
  - it provokes considerable or continued inconvenience;
  - it exposes to danger the Passenger herself/himself and/or other Passengers and/or the crew;
  - it creates a danger for the material assets belonging to the Carrier or to any third party;
- The Passenger behaved in an unacceptable manner during a previous flight.

Should the Carrier be unable to provide the service of air transport due to one of the aforementioned reasons or if the Ticket is cancelled due to any such reasons, the Passenger shall not be entitled to any refund.

### **19.1 Denied entry to a country**

If, for any reason, a public authority in the countries to which, from which or over which carriage is undertaken should deny a Passenger entry into the country, including transitory, the Passenger shall pay the transport cost for their return to the airport of origin or to any other airport. The Carrier shall not reimburse the Passenger for the portion of the Ticket price corresponding to the routes that the Passenger has not completed nor be held liable for this Passenger's Baggage.

## **20. LIABILITY OF THE CARRIER AS TO PASSENGERS AND BAGGAGE**

This notice summarizes the liability rules applied by EC air carriers as required by EC legislation and the Montreal Convention.

### **Compensation in the case of death or injury**

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can dispute a claim only by proving that it was not negligent or otherwise at fault.

### **Advance payments**

In the event of injury or death of a Passenger, the Carrier is required to settle an advance payment within 15 days as from the identification of the Person entitled to compensation as to cover immediate economic needs. In case of death, this advance payment shall not be less than 16,000 SDRs (approximate amount in local currency).

### **Delays in transport of Passengers**

In case of delay, the Carrier is liable for damage unless it took all reasonable measures to avoid it or it was impossible to take such measures.

The liability for delay is limited to 4,150 SDRs (approximate amount in local currency).

### **Delays in the carriage of Baggage**

In case of delay, the Carrier is liable for damage unless it took all reasonable measures to avoid it or it was impossible to take such measures. The liability for delay is limited to 1,000 SDRs (approximate amount in local currency).

### **Destruction, loss or damage to Baggage**

The Carrier is liable for destruction, loss or damage to Baggage up to 1,000 SDRs (approximate amount in local currency). In the case of Checked Baggage, the Carrier is liable even if its behavior is not at fault, unless the Baggage was defective. As for Unchecked Baggage, the Carrier is liable only if the damage is attributable thereto.

### **Higher liability limits for Baggage**

Passengers can benefit from a higher liability limit by making a special declaration at the time of registration, at the latest, and paying an additional fee.

### **Complaints on Baggage**

Should Baggage be damaged, delayed, lost or destroyed during transportation, Passengers are required to file a written complaint as soon as possible to the Carrier. In case of damaged Checked Baggage, Passengers are required to file a written complaint within seven days, while in case of

delayed Checked Baggage, Passengers are required to file a written complaint within twenty-one days of the date on which the Baggage has been made available.

### **Liability of contracting and actual carriers**

If the air carrier operating the flight is not the contracting air carrier, Passengers are entitled to file a claim or a complaint to both.

If the name or code of an air carrier is indicated on the Ticket, that is the contracting carrier

### **Terms of claim for damages**

The legal action must be brought within two years of the arrival date or the date on which the aircraft should have arrived.

### **Reference regulation**

The aforementioned rules are based on the Montreal Convention of 28 May 1999, as implemented in the Community by Regulation (EC) no. 2027/97, as amended by Regulation (EC) no. 889/2002 and the national laws of the Member States.

## **21. OWN AND THIRD-PARTY ADDITIONAL SERVICES**

Alba Star provides a wide range of additional services which are offered to Passengers during the booking process and allow them to tailor the airline's offers to their requirements.

Alba Star has standing agreements with third party companies to offer Passengers services other than those relating to air carriage, such as hotel reservations, activities and car hire. In such cases and with respect to services taken out by Passengers in addition to the flight, these shall be governed by the terms and conditions of the third parties that provide the services.

Alba Star shall not be held liable for any failure in the provision of the aforementioned services.

## **22. APPLICABLE LAW AND ALTERNATIVE DISPUTE RESOLUTION**

These General Conditions of Carriage are subject to international conventions, EC regulations as well as current national Laws on air transport.

In the event of claims arising from relationships maintained with the Carrier or contacts with the latter to that end and concerning the way in which the Carrier managed the transport or related services, more or less in compliance with applicable rules and regulations, in particular Reg. no. 2027/97, as subsequently amended, or Reg. no. 261/2004, where the situation is not handled in accordance with the aforementioned Art. 9, each Passenger can file a written complaint to Alba Star Customer Service based in Palma de Mallorca, Balearic Islands, Av. Conde de Sallent 23, 5A, 07003, e-mail [customer.care@albastar.es](mailto:customer.care@albastar.es).

In order to ensure a proper complaint handling, the cooperation of the Passenger shall be kindly required; in this sense, the Passenger shall be required to provide documentation certifying the availability of the Ticket giving right to air passage as well as documents proving check-in and boarding on the aircraft, or proving the failure or renunciation of boarding and any expenses and costs incurred in connection with the disservice claimed to have suffered.

In case of correct production of documentation as provided for above, the Carrier's Customer Service shall process the request within a period of 6 (six) as from the date of receipt thereof. Following Carrier's inspections, if an amicable settlement agreement is proposed, a liability release agreement shall be entered into and the terms for the fulfilment of the provisions contained therein shall be communicated.

Where the proposal for an amicable settlement agreement is not accepted by the Passenger, and in any other case of further potential conflict, the Carrier shall anyway prefer applying Alternative Dispute Resolution (ADR) procedures, i.e. dispute resolution methods other than the usual reference to the ordinary courts, as they are carried out in a shorter time frame and at reduced cost for all Parties concerned. The aforementioned procedures shall be carried out with bodies set up under the ADR Directive and the Carrier shall take part thereto, where actually started. The Parties hereby agree that this shall be the condition precedent for any next legal action related to the contract of carriage.

If the Ticket has been purchased online, disputes may also be settled through an online dispute resolution platform (ODR), pursuant to Art. 14 of Reg. no. 524/2013 (ODR Regulation), which can be accessed through the following link: <http://ec.europa.eu/consumers/odr>

Each Party shall be responsible for the payment of the fees of their lawyers, if any.

### **23. GENERAL PROVISIONS**

No agent, employee or representative of the Carrier is authorized to alter, modify or renounce any of the provisions set out in this Contract. This Contract may be stored by the Passenger in electronic format.

Should any of the clauses or conditions of this Contract be declared unlawful or invalid, the remaining provisions of the Contract shall remain valid and effective.