



# Condition of Carriage

## TUIfly Nordic AB

*TUIfly Nordic AB (VAT number SE5562489525-01) is part of the TUI Group and is a public limited company under Swedish law, operating charter flights under the brand name “TUIfly”. The customer is purchasing from a legal entity based in Sweden. The flights are carried out by the air carrier TUIfly Nordic AB or by one of their partner companies. The following Condition of Carriage is part of the passenger’s travel agreement made with the applicable travel agent/tour operator, hereinafter referred to as tour operator.*

### **1. General**

When booking your flight(s) or trip(s), you are required to confirm your agreement with the applicable tour operator’s terms and conditions, of which these Condition of Carriage form a part.

If any provision of these conditions is found to be contrary to an applicable international convention, statute, regulation, or any other mandatory rule, that specific provision shall not apply.

The invalidity of any individual provision shall not affect the validity or applicability of the remaining provisions of these Condition of Carriage.

The translation from Swedish is provided for convenience only. In the event of any dispute, the original Swedish version shall prevail.

### **2. Scope of application**

These Conditions of Carriage apply to all agreements for the air transport of passengers and their baggage, including all related services, provided by TUIfly Nordic AB under the brand name “TUIfly”, whether booked via the tour operator’s website or through their call centres.

### **3. Proof of the transport agreement**

The ticket, which specifies the name(s) of the passenger(s), or the confirmation of the reservation, shall serve as proof of the transport agreement. Any transfer, amendment, or cancellation of the booking may only be effected through the relevant tour operator.

#### **3.1 Definition of ticket**

A ticket constitutes a document authorising the transport of one or more passengers and their baggage, issued by the tour operator. In the case of remote sales, it refers to the document provided or issued to the passenger(s) as confirmation of the booking.

### **3.2 Proof of agreement**

The ticket constitutes evidence of the transport agreement entered into with the passenger(s) whose name(s) appear on the ticket.

### **3.3 The right to transport**

Only individuals to whom a ticket has been issued or whose booking has been confirmed in accordance with Article 4 shall be permitted to board the flight. TUIfly Nordic AB will provide transport solely for the passengers named on the ticket. Passengers will be required to present a valid passport or identity document accepted for entry into the country of destination. Should a passenger fail to prove that he or she is the person named on the ticket, TUIfly Nordic AB reserves the right to deny transport to that individual, resulting in cancellation of the passenger's contract without entitlement to a refund.

### **3.4 Validity of the ticket**

A ticket shall be deemed valid only if it relates to a booking that has been duly confirmed by the issuing tour operator.

## **4. Booking**

### **4.1 Personal data**

TUIfly Nordic processes the following categories of personal data:

<https://www.tui.se/om-tui/integritet-och-sakerhet/personuppgifter/>

### **4.2 Reservation of a type of seat in the aircraft**

It is possible to reserve a specific type of seat up to three days prior to the departure of your flight operated by TUIfly (6B/BLX). Seat reservations may be made for both the outbound and return flights. Reservations can be completed via the following website:

<https://secure.paxport.net/tui/nordic/>

If a specific seat type is not reserved in advance, the carrier does not guarantee the allocation of any particular seat type to the passenger. The passenger agrees to accept any seat assigned to them for the relevant flight. The seat will be assigned at the time of check-in.

Disabled passengers shall have priority over other passengers, subject to compliance with applicable safety standards. For example, disabled passengers, children, or passengers with reduced mobility may not be seated near emergency exits or in the first row.

## **5. Check-in**

### **5.1 General**

Passengers are required to arrive at the airport sufficiently in advance to complete all necessary formalities and adhere to all procedures prior to departure. The travel document or ticket specifies the applicable check-in times, and under no circumstances may passengers check in after the time indicated.

If a passenger fails to present themselves at the check-in desk within the stipulated check-in time, the carrier reserves the right to cancel the passenger's booking without entitlement to a refund.

## **5.2 Passenger behaviour**

Passengers are prohibited from taking videos and/or photographs at the check-in area, except where such videos and/or photographs are for strictly personal use. For privacy reasons, videos and/or photographs of ground personnel are not permitted under any circumstances, unless prior consent has been given by the ground personnel concerned. Where applicable, such consent must also be confirmed by the ground personnel after the fact. Should ground personnel withhold or withdraw their consent, or deny having granted it, any videos and/or photographs featuring the ground personnel must be deleted without delay.

Failure by the passenger to comply with this provision, or any conduct that impedes ground staff in the execution of their duties or causes unreasonable inconvenience to ground staff, entitles TUIfly Nordic AB and/or its partner company to take all necessary, applicable, and reasonable measures, in accordance with relevant laws and regulations. Such measures may include denying the passenger transportation on a specific flight, refusing the passenger access to all future flights, and/or imposing additional conditions on the passenger's transportation.

## **6. Refusal and restriction of transport – conduct on board**

In the event of improper conduct by a passenger, TUIfly Nordic AB and/or its partner company reserve the right to deny that passenger access to the aircraft for the relevant flight as well as for any future flights.

TUIfly Nordic AB and/or its partner company are entitled to take all appropriate measures if a passenger's behaviour endangers the safety of the aircraft, passengers, or goods on board; prevents crew members from performing their duties; or causes significant disturbance to other passengers or the crew.

### **6.1 Right to refuse carriage**

TUIfly Nordic AB and/or its partner company may refuse to carry a passenger and/or their baggage if any of the following circumstances has occurred, is occurring, or is likely to occur, whether before departure or at any time prior to boarding:

- a) In the carrier's reasonable discretion, refusal of carriage is deemed necessary to comply with any applicable law, regulation, or order of any state or country from, into, or over which the flight is operated.
- b) The passenger has communicated or behaved in such a manner that raises doubt as to whether the safety of any individuals, property, or the aircraft itself can be assured. Such conduct includes, but is not limited to, the use of threatening, abusive, or insulting language, or the threat or commission of aggressive, violent, or intimidating acts towards ground staff, crew, fellow passengers, or any other persons. This provision also encompasses the making of false bomb threats.
- c) the passenger's behaviour or physical or mental condition (for example, as a result of consuming alcohol, drugs, or medication) is such that it may cause discomfort, pose a hazard, or present a risk to themselves, other passengers, crew, other persons, goods, equipment, or the aircraft;
- d) the passenger is, or appears to be, in unlawful possession of drugs;

e) the passenger has compromised security, good order, and/or discipline during check-in for the flight, or, in the case of connecting flights, on a previous flight, and the carrier has reasonable grounds to believe that such conduct may be repeated;

f) Immigration, customs, or any other official authority has notified the carrier, either verbally or in writing, that the passenger is not permitted to travel; and/or the carrier has informed the passenger, verbally or in writing, that they will not be permitted to travel on its flights for a specified period or permanently;

g) The passenger has refused to submit to security checks or any other examination, such as a health check, or has refused or is unable to provide proof of identity;

h) the passenger is unable to demonstrate, to the carrier's satisfaction, that they are the individual named as the passenger on the ticket;

i) the applicable fare, together with all relevant fees, levies, taxes, and charges, has not been paid in full;

j) the passenger is not, or does not appear to be, in possession of the required travel documents; intends to enter, or has attempted to enter, a country through which they may be transiting, or for which they do not hold valid entry documents;

k) the passenger has destroyed his or her travel documents during the flight or has attempted to do so, has refused to allow copies thereof to be made and retained by the carrier, or has refused to surrender his or her travel documents in exchange for a receipt when requested to do so by the crew;

l) The passenger's travel documents have expired, are incomplete according to the applicable regulations, or appear to be fraudulent, forged, or otherwise suspicious;

m) the ticket presented by the passenger:

- is invalid or appears to be invalid;
- was acquired unlawfully;
- is listed as stolen or lost;
- appears to be forged, fraudulent, or is otherwise suspicious; or
- is damaged.

n) during check-in or boarding, it transpires that the passenger requires special assistance which was not requested in advance, or which the carrier is unable to provide;

o) the passenger has failed to comply with the instructions and regulations regarding security and/or safety as issued by or on behalf of the carrier, or by any competent authority or security organisation;

p) the carrier has, at their sole discretion, decided not to permit the passenger to travel on their flights for a specified period of time due to the passenger's misconduct or

inappropriate behaviour towards the carrier, its crew and/or ground staff, its aircraft, equipment and/or property, or other passengers, and has notified the passenger of this decision either verbally or in writing;

q) The passenger has failed to accept the conditions imposed by the carrier, under which the carrier is willing to transport the passenger. These conditions have been set due to the passenger's misconduct or inappropriate behaviour towards the carrier, its crew and/or ground staff, its aircraft, equipment and/or property, or other passengers, and have been communicated to the passenger either verbally or in writing;

r) the passenger refuses to pay the excess baggage fee, or it is determined that the passenger is attempting to evade the excess baggage charges;

In all such cases (this list is not exhaustive), the carrier reserves the right to refuse to transport the passenger (or any further transportation), and to cancel the booking without refund.

## **6.2 Conduct on board the aircraft**

**6.2.1** The passenger is obliged to comply with all instructions issued by or on behalf of the captain. Should a passenger's conduct on board the aircraft endanger or threaten to endanger any person, object, or the aircraft itself; impede the crew in the performance of their duties; breach the provisions of this Article 6; fail to follow crew instructions intended to ensure the safety of the aircraft or the safe, efficient, and comfortable transport of passengers and crew; or behave in a manner to which other passengers could reasonably object, the carrier is authorised to take any measures deemed necessary to prevent the continuation of such behaviour.

**6.2.2** In accordance with the foregoing provision, the captain is authorised to take all necessary measures to ensure the safety of the flight, including the removal of a passenger from the aircraft. The captain may also take reasonable measures, including coercive actions, to maintain order, discipline, and safety on board, and is empowered to hand over to the appropriate authorities any individual who disturbs or threatens to disturb order on board or compromises the safety of the flight. The captain is further authorised to report any criminal acts, including failure to comply with instructions issued by or on behalf of the captain. A passenger who has been handed over to the authorities or removed from the aircraft shall not be entitled to further transportation on the relevant flight, nor to a return flight or any other flights operated by the carrier or its affiliates.

**6.2.3** For safety reasons, the carrier may restrict or prohibit the use of electronic equipment on board, including, but not limited to, mobile phones, laptop computers, tablets, portable voice recorders, portable radios, CD players, electronic games, toys with remote controls, scanners, walkie-talkies, and any other devices equipped with an antenna. The making of videos and/or photographs on board the aircraft is not permitted, except where such videos and/or photographs are intended solely for personal use. For privacy reasons, passengers are not permitted to make videos and/or photographs of crew members on board unless the crew members have given their prior consent and subsequently confirm this consent, where applicable. In the event that

crew members have not given consent, or deny having done so, any videos and/or photographs featuring the crew members must be deleted without delay.

**6.2.4** The consumption of alcoholic beverages brought on board by passengers is strictly prohibited. The carrier reserves the right, at its sole discretion, to limit or cease the service of alcoholic beverages to any passenger as deemed necessary to maintain order and discipline on board.

**6.2.5** The consumption of alcoholic beverages brought on board by passengers, or purchased as duty-free during the flight, is not permitted on the aircraft. It is the policy of all air carriers that the captain has the autonomous authority to refuse access to intoxicated or aggressive passengers, or to have them removed from the aircraft following an intermediate landing. Passengers involved shall be liable for any resulting damage or costs.

**6.2.6** Smoking, including the use of conventional cigarettes, electronic cigarettes, or any other artificial devices that release smoke, vapour, or scents, is strictly prohibited on board the aircraft.

### **6.3 Cost recovery**

If a passenger breaches the provisions of this Article or fails to fulfil any other obligations, the carrier is authorised to refuse the passenger's (further) transportation without any obligation to pay compensation or refund the ticket price. Furthermore, in such circumstances, the passenger is required to compensate the carrier for any damages resulting from their actions or negligence in contravention of this Article. This includes all reasonable costs incurred by the carrier should it be necessary to reroute the flight for an unscheduled landing or stopover as a consequence of the passenger's conduct.

### **6.4 Future refusal**

If a passenger breaches the provisions of this Article or otherwise fails to fulfil their obligations, the carrier is authorised to refuse carriage to the passenger on one or more future flights.

### **6.5 Security measures**

To maintain order and ensure the safety of flights and their operation, the carrier utilises a blacklist. This list contains the names of passengers who have compromised safety to such an extent that they will either be prohibited from travelling on flights for a specified period, or permitted to travel only under conditions determined by the carrier. The carrier shall inform such passengers, either verbally or in writing, that they are being placed on the blacklist and specify the duration of their inclusion on the list.

### **6.6 Special assistance**

Special assistance must be requested through the tour operator. It is strongly recommended that such assistance is arranged at the time of booking; however, requests may be submitted at a later date, provided they are made no less than 48 hours prior to the scheduled departure of the flight.

### **6.6.1 Passenger with reduced mobility**

Passengers with reduced mobility may request assistance, provided that the conditions set out in EU Regulation 1107/2006 are satisfied, in particular the requirement to request such assistance in advance.

#### **a) Definition**

A “passenger with reduced mobility” refers to any person whose mobility is limited when using transport owing to a physical disability (sensory or locomotor, whether permanent or temporary), intellectual disability or impairment, age, or any other cause of disability, and whose condition necessitates appropriate attention and the adaptation of services to meet their specific needs.

#### **b) Prior notification**

To request the assistance described in sections c) and d) below, the passenger must notify their requirement for assistance either at the time of booking or as soon as the need for assistance becomes apparent, and in any event no later than 48 hours prior to the scheduled departure. The passenger is obliged to provide all necessary information to their tour operator.

The following categories apply:

- **WCHR:** Passengers who are able to walk and climb or descend stairs, but require assistance due to the distance they must travel within the airport.
- **WCHS:** Passengers who are able to walk but are unable to climb or descend stairs.
- **WCHC:** Passengers who are unable to walk independently and require a wheelchair for movement.

Failure to provide timely prior notification may result in improvised arrangements, delays during boarding, or denial of boarding.

#### **c) Assistance at the airport**

The entity responsible for managing the EU airport, or any body designated by the airport, shall be accountable for providing assistance to passengers with reduced mobility from their arrival at the airport until they are seated on the aircraft. Specifically, such assistance may include facilitating movement within airport premises, check-in procedures, compliance with emigration, customs and security requirements, boarding the aircraft and related support. Passengers must adhere to the procedures established by the airport’s managing entity.

#### **d) Wheelchair transport**

Passenger-owned wheelchairs shall be transported in the baggage hold free of charge. The dimensions of the wheelchair must not exceed 86 cm in height, 122 cm in width, and 76 cm in depth; weight limitations may apply depending on the type of aircraft. Folding wheelchairs may be used up to the aircraft stairs or door, after which they shall be stored in the baggage hold. This requirement must be declared in advance at the time of booking, and the request submitted to the tour operator.

A distinction is made between two (2) types of wheelchairs:

- Manual, non-electric wheelchair; or

- Electric wheelchair or other mobility aids powered by a battery or battery pack.

Additional restrictions and specific terms and conditions of carriage apply to the transport of electric wheelchairs or mobility aids. Battery packs or batteries must comply with the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations. Authorisation must always be requested in advance from the airline.

### **6.6.2 Assistance for passengers with auditory and/or visual impairment**

Passengers with auditory and/or visual impairments may only travel unaccompanied if they are able to independently fulfil the following safety requirements:

- Fasten their seatbelt without assistance;
- Don an oxygen mask without assistance, if required;
- Comprehend the safety briefing;
- Put on a lifejacket without assistance;
- Reach the emergency exit unaided.

Passengers who are unable to satisfy one or more of these safety requirements must be accompanied by a person capable of providing the necessary assistance.

Passengers with both auditory and visual impairments are not permitted to travel unaccompanied.

Guide dogs may travel in the cabin free of charge. For further restrictions regarding guide dogs, refer to Article 6.6.3.

### **6.6.3 Transport of assistance and guide dogs**

Guide dogs are permitted to travel in the cabin free of charge. Such dogs are not permitted to occupy a passenger seat. It is recommended that guide or assistance dogs wear a harness provided by the organisation responsible for their training.

Passengers accompanied by a guide dog or assistance dog will be allocated a front-row seat.

## **6.7 Limitations of Carriage**

The acceptance of unaccompanied children, persons with reduced mobility, and pregnant or ill passengers is subject to the prior consent of the carrier and the payment of any applicable fees.

The following regulations apply to flights operated by TUIfly Nordic. For flights operated by partner airlines, all special requests must be confirmed in advance.

### **6.7.1 Pregnant passengers**

Pregnant passengers are permitted to travel by air up to the end of the thirty-sixth (36th) week of pregnancy, or the thirty-second (32nd) week in the case of multiple pregnancies. From the thirty-seventh (37th) week, or the thirty-third (33rd) week in cases of multiple pregnancies, carriage by TUIfly Nordic is strictly prohibited.

Between the twenty-ninth (29th) and thirty-sixth (36th) weeks of pregnancy, or between the twenty-ninth (29th) and thirty-second (32nd) weeks for multiple pregnancies, the passenger is required to provide a medical certificate confirming fitness to fly. The medical certificate must:

- Be issued no more than fourteen (14) days prior to the date of travel;
- Be written in English;

- Include the name and telephone number of the responsible doctor or midwife;
- State the estimated due date;
- Indicate whether the pregnancy is single or multiple;
- Certify that the passenger is in good health and fit to travel by air.

The passenger must present the medical certificate upon request to check-in staff and cabin crew at boarding.

These requirements are specific to TUIfly Nordic. Passengers are advised that additional rules, e.g. medical certificates in English, may apply depending on the regulations of the destination country. It is the responsibility of the passenger to obtain information from the relevant embassy and their insurance provider regarding applicable requirements.

## **6.7.2 Children, Unaccompanied Minors, Young Passengers and Infants**

### 6.7.2.1 General

Minors must report to the check-in desk at the airport in good time.

### 6.7.2.2 Children under five years of age

Children under five years of age must be accompanied by an adult who is at least eighteen years old.

### 6.7.2.3 Unaccompanied Minors (UM)

Children aged five (5) to twelve (12) years may travel without an accompanying adult as Unaccompanied Minors (UM). The number of Unaccompanied Minors permitted on each flight is limited and may be subject to restrictions imposed by the regulations of the destination country. It is the responsibility of the passenger to contact the relevant embassy or consulate for up-to-date information regarding travel formalities. A formal request must be submitted to the airline in advance. Assistance for Unaccompanied Minors is mandatory throughout the entire journey.

### 6.7.2.4 Young Passengers (YP)

Young passengers aged between twelve (12) and seventeen (17) years who are travelling unaccompanied must provide a certificate authorising travel without a legal guardian. This certificate is to be submitted at the time of reservation.

It should be noted that requirements for young passengers may differ depending on nationality, hotel and destination. Passengers are advised to contact the relevant embassy or consulate for the latest information regarding travel formalities and any restrictions applicable to unaccompanied travel by young passengers.

### 6.7.2.5 Infants

Infants are defined as passengers who have not reached their second birthday prior to the date of the return flight. Infants are not allocated a separate seat and must be seated on the lap of an accompanying adult for the duration of the journey. For safety reasons, the number of infants permitted on board each flight is restricted. Newborn infants are not permitted to travel until at least seven days have passed since birth.

Pushchairs, folding buggies, and car seats may be carried in checked baggage free of charge. Passengers may take a pushchair or folding buggy to the gate, at which point it will be loaded into the aircraft's baggage hold and, where possible, returned at the

arrival gate upon disembarkation. Alternatively, buggies or car seats may be collected with other baggage in the baggage hall at the arrival airport building. All such items must be labelled with a baggage tag at check-in, including those intended for use up to the aircraft. Infants are entitled to a checked baggage allowance of 10 kg per infant; however, no cabin baggage is permitted for infants.

### **6.7.3 Persons with medical conditions**

Should a passenger have any reason to believe that medical issues may arise during the flight, they are required to obtain medical advice prior to travel, especially when planning to undertake a long-haul journey. It is the passenger's responsibility to take all necessary precautions. Failure to do so shall be at the passenger's own expense and risk.

Passengers suffering from certain medical conditions must be able to provide a written statement from their physician confirming that they are fit to fly, as a condition of carriage.

All passengers with a medical condition are strongly advised to contact and consult their physician for medical advice prior to travelling.

## **7 Baggage**

Restrictions apply to both the type and weight of baggage that may be transported free of charge. Any baggage exceeding the permitted weight will incur additional charges.

### **7.1 Checked baggage**

For flights operated by TUIfly Nordic AB (6B/BLX), checked baggage is not included in the ticket price, except for infants under the age of two, for whom an allowance of 10 kg of checked baggage per infant is included in the fare. Should passengers wish to carry checked baggage, it must be booked in advance through the tour operator and will incur charges at the rates published online. The permitted weight per bag, including cabin baggage up to 5 kg, is either 20 kg or 25 kg, as reserved at the time of booking.

The baggage allowed is always valid per person. The booking of an additional seat for a single passenger, for instance to improve comfort, does not entitle the passenger to carry extra baggage.

To minimise the risk of loss or damage to baggage, passengers are strictly prohibited from including valuable, fragile, inadequately packed, or perishable items in their checked baggage. Such items are not permitted to be checked in and must be packed in the passenger's cabin baggage.

### **7.2 Cabin baggage**

Cabin baggage is subject to restrictions.

For reasons of safety and passenger comfort, each passenger aged two years and above is permitted to carry only one piece of cabin baggage. The maximum weight allowed per item is 5 kg, and the maximum dimensions are 55 x 40 x 20 cm.

Cabin baggage that exceeds these dimensions or weight shall not be permitted in the cabin and will be transferred to the baggage hold. Such items will incur additional charges.

Infants (children under the age of two) are not entitled to cabin baggage. Refer to Article 6.7.2 for provisions concerning the carriage of prams, strollers, and car seats.

## **7.3 Sports equipment**

### **7.3.1 General**

Reservations for sports equipment and special baggage must be made through the tour operator. Carriage of sports equipment and special baggage is subject to limited availability, and passengers are required to book such items at the time of their initial reservation via <https://secure.paxport.net/tui/nordic/seating> . Please note that certain restrictions and costs may apply. For further details, please refer to your tour operator.

At check-in, you may be required to present your sports equipment bag for inspection. If you decline to do so, or if any misuse is detected, the standard excess baggage fees will apply, and you will not be entitled to a refund of the sports equipment charge.

### **7.3.2 Bicycle**

Passengers may request to transport their bicycle as checked baggage. The maximum permitted weight per bicycle including hard-shell protective bag is 23 kg. It is mandatory that when transporting bicycles, the bicycle is placed in a hard-shell protective bag. This requirement ensures the bicycle's safety and compliance with airline regulations during transit.

Electric bicycles are not allowed.

When transporting bicycles, the following requirements must be observed:

- The bicycle must be placed in a hard-shell protective bag.
- The front wheel must be removed and securely fastened to the frame inside the hard-shell protective bag.
- The pedals must be folded back.
- The handlebars must be aligned with the frame.

For hand baggage and hold baggage:

CO2 cartridges greater than 50ml / 28gr: forbidden

CO2 cartridges less than or equal to 50ml / 28gr: max. 4 allowed per baggage

### **7.3.3 Golf equipment**

At check-in, you may be required to open your bag containing sports equipment. If you refuse to comply with this request or misuse the procedure, the applicable charge for overweight baggage will be levied, and you will not be entitled to a refund of any fees paid for sports equipment.

Each passenger is permitted to carry a maximum of one (1) golf bag, with a total weight not exceeding 20 kg.

If you pack your golf equipment in a specialist bag, you will be required to pay the designated fee, even if the total weight is below the authorised limit. If you pack your golf equipment in a standard bag, it will be treated as regular checked baggage, and only overweight charges will apply according to the relevant rates.

### **7.3.4 Diving equipment**

At check-in, you may be required to open your bag containing sports equipment. If you refuse to comply with this request or misuse the procedure, the applicable charge for

overweight baggage will be levied, and you will not be entitled to a refund of any fees paid for sports equipment.

Each passenger is permitted to carry a maximum of one (1) set of diving equipment, with a total weight not exceeding 30 kg.

Specific instructions:

- Oxygen cylinders must be empty, and the valve must remain open.
- Lead weights in lead belts are permitted; however, please note that they are considered as part of the diving equipment which must not exceed the maximum weight total weight of 30 kg.
- Diving lamps must be carried as hand baggage, provided the bulb is removed and packed separately.
- Diving torches with elongated batteries may be deemed weapons and may be refused as a security measure at the airport.

If you pack your diving equipment in a specialist bag, you will be required to pay the designated fee, even if the total weight is below the authorised limit. If you pack your diving equipment in a standard bag, it will be treated as regular checked baggage, and only overweight charges will apply according to the relevant rates.

## **7.4 Prohibited items in baggage**

### **7.4.1 General**

A passenger shall not include items in their baggage for which transportation is prohibited or restricted by applicable regulations in any departure, arrival, or transit country, or any country over which the aircraft flies, including, in particular:

- Items that do not qualify as baggage;
- Goods that are prohibited under the applicable laws or regulations of the country of departure or destination;
- Items which, in the reasonable opinion of the airline, are unsuitable for transport due to weight, size, unpleasant odour, shape, or are fragile or perishable, making them inappropriate for transport, especially considering the type of aircraft used. Information about these items will be provided to passengers upon request;
- Small vehicles powered by lithium batteries, such as Segways, hoverboards, airwheels, and similar items.
- Objects that may endanger the persons, aircraft or property on board, as specified in the International Civil Aviation Organisation (ICAO) regulations concerning Dangerous Goods and the International Air Transport Association (IATA) and airline regulations, where applicable. Further information is available upon request from the airline. These objects include, but are not limited to explosives, pressurised gas, oxidising, radioactive or magnetised materials, flammable materials, toxic or corrosive substances, liquids or other items that may present a significant risk to health, safety or property during a flight;
- Firearms and ammunition intended for purposes other than hunting and sport. Firearms and ammunition for hunting and sport must be unloaded, properly

packed, and secured to be accepted as air cargo or checked baggage. The transport of ammunition is subject to ICAO and IATA regulations regarding dangerous goods, as specified in point above;

- Cutting weapons, stabbing weapons, and aerosols that can be used as attack or defence weapons, antique weapons, replicas, swords, knives, and other weapons of this type. Such weapons must never be carried in the cabin. However, they may be transported as air cargo or checked baggage provided the airline approves.

#### **7.4.2 Prohibited items passenger and hand baggage**

Without prejudice to applicable security regulations, passengers are not permitted to bring the following items into security-restricted areas or on board aircraft:

a) Firearms and other devices capable of discharging projectiles – items that can, or appear to be able to, cause serious injury by discharging a projectile, including:

- all types of firearms, such as pistols, revolvers, rifles, shotguns;
- toy guns, replicas and imitations of firearms that can be mistaken for real weapons;
- components of firearms, except for telescopic sights and scopes;
- air guns and CO2 guns such as air pistols and air rifles, gas pistols and gas rifles, as well as ball bearing guns;
- flare guns and starting pistols;
- bows, crossbows and arrows;
- harpoons and spear guns; and
- slingshots and catapults.

b) Devices designed to incapacitate – devices specifically intended to immobilise or paralyse, including:

- electroshock weapons such as stun guns (including tasers) and electric batons;
- animal stunning and killing devices; and
- disabling or temporarily paralysing chemicals, gases and sprays, for example tear gas, pepper spray, capsicum spray, sprays containing acid, and insecticide sprays.

c) Objects with sharp points or sharp blades – items with a sharp point or sharp blade that may cause serious injury, including:

- objects designed for chopping, such as axes and meat cleavers,
- ice axes and ice picks,
- razor blades,
- utility knives,
- knives with blades longer than 6 cm,
- scissors with blades longer than 6 cm measured from the fulcrum,
- martial arts equipment with a sharp point or sharp blade, and
- sabres and swords.

d) Tools – tools that may cause serious injury or compromise the safety of the aircraft, including:

- crowbars,
- drills and drill bits, including battery-powered portable electric drills,
- tools with a blade or shaft longer than 6 cm that may be used as a weapon, such as screwdrivers and chisels,
- saws, including battery-powered electric saws,
- blowtorches, and
- bolt and nail guns.

e) Blunt instruments – objects that may cause serious injury if used as a weapon, including

- baseball and rounders bats,
- clubs and batons such as coshes, police batons and telescopic batons, and
- martial arts equipment.

f) Explosive and flammable substances and devices – explosive and flammable substances and devices that can, or appear to be able to, cause serious injury or pose a risk to the safety of the aircraft, including

- Ammunition,
- Detonators,
- Detonators and detonators,
- Replicas or imitations of explosive devices,
- Mines, grenades or other military explosive devices,
- Fireworks and other pyrotechnic products,
- Smoke canisters and smoke cartridges,
- Dynamite, gunpowder and plastic explosives.

#### **7.4.3 Prohibited items in checked baggage**

Passengers are not permitted to carry the following items in their checked baggage:

Explosive and flammable substances and devices – explosive and flammable substances and devices that can cause serious injury or pose a risk to the safety of the aircraft, including:

- ammunition,
- primers,
- detonators and fuses,
- mines, grenades, and other military explosive devices,
- fireworks and other pyrotechnic equipment,
- smoke canisters and smoke cartridges, and
- dynamite, gunpowder, and plastic explosives.

#### **7.5 Hunting and sporting weapons**

Passengers may transport hunting and sporting weapons as checked baggage, provided approval has been obtained in advance. A request must be submitted to the tour

operator, and authorisation must be granted prior to carriage of such items. The following conditions must be observed:

- Hunting and sporting weapons must be checked in and carried as checked baggage.
- A maximum of 5 kg of ammunition per person is permitted for personal use. Ammunition must be in its original packaging, checked in, and must not be transported in the same bag as the hunting or sporting weapon.
- The passenger must be able to present all required permits for the countries of departure and destination, including documentation relating to the type of weapon.
- Weapons must be unloaded and, where possible, dismantled or separated.

#### **7.6 Souvenirs (protected animals and plants, flowers, antiquities)**

Souvenirs, antiquities and works of art may be subject to export and import restrictions. It is the passenger's responsibility to ensure that such items are permitted for entry into the destination country, as well as for re-entry into the country of origin. It is recommended that passengers contact the relevant authorities to verify whether such items are permitted in the respective country.

#### **7.7 Damage to or loss of baggage**

The carrier's liability in the event of damage to, or loss of, baggage is governed and limited by applicable international conventions.

A numbered receipt will be provided for each item of checked baggage. Passengers are advised to retain this receipt carefully, as it is essential for identifying baggage. Any damage, non-delivery, or loss of baggage must be reported immediately to the local airport authorities. The numbered receipt is required for identification purposes. In the event of lost baggage, a Property Irregularity Report (PIR) must be completed at the "Lost & Found" desk at the arrival airport. In cases of damage, a Damaged Baggage Report (DBR) must be completed.

If you include any of the following in your baggage:

- items prohibited from carriage;
- items insufficiently or improperly packed;
- valuable, perishable, damaged, or fragile items,

despite explicit instructions not to do so, and such items are damaged, you may be subject to full or partial exemption from liability on the part of the carrier under the Montreal Convention. A summary of the Montreal Convention is available in Article 10.2 of this Contract of Carriage.

The carrier accepts no liability for damage to hand baggage unless such damage is caused by the carrier, its personnel, or authorised representatives.

Where the Montreal or Warsaw Convention applies, the air carrier's liability in cases of destruction, loss, damage, or delay of baggage is limited.

## **8. Flight schedule, cancellation of flights and type of aircraft**

TUfly Nordic is governed by Regulation (EC) No 261/2004, which establishes common rules regarding compensation and assistance for passengers in cases of denied boarding, flight cancellation, or substantial delay. For further information, please refer to the following link:

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004R0261&qid=1773130231646>

### **8.1 Type of aircraft**

The Carrier retains the sole discretion to select the type of aircraft utilised for the operation of a flight. Should an aircraft type be specified, the Carrier reserves the right to alter the aircraft type at any time. By booking a flight, the customer acknowledges that the aircraft type does not constitute an essential element of the contract of carriage.

## **9. Travel formalities**

The passenger is responsible for ensuring that they possess all necessary travel documents (e.g. valid passport, visa, etc.) required for the entire journey with TUfly Nordic, regardless of whether the journey continues with another carrier. The carrier is legally obliged to refuse carriage to any passenger who does not possess the necessary entry and exit documents for the countries of departure and destination.

The carrier accepts no liability for any direct or indirect loss or damage suffered by the passenger as a result of failing to hold the appropriate travel documents, which results in the carrier being required to refuse carriage. It is strongly recommended that passengers contact the embassy or consulate of the relevant country for further information.

## **10. Liability**

The liability of air carriers is limited in accordance with applicable international conventions.

### **10.1 Exemption from liability**

If the carrier demonstrates that the damage was caused or contributed to by the fault or negligence of the person claiming compensation (or the person to whom their rights have been assigned), the carrier shall be wholly or partially exonerated from liability to the extent that such fault or negligence caused or contributed to the damage.

### **10.2 Montreal Convention**

The liability of Community air carriers is governed by the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999 (the Montreal Convention, [https://www.icao.int/sites/default/files/inline-files/mtl99\\_en.pdf](https://www.icao.int/sites/default/files/inline-files/mtl99_en.pdf)), Regulation (EC) No 2027/99, as amended by Regulation (EC) No 889/2002, and Regulation (EC) No 261/2004. This information notice provides a summary of the liability rules applicable to Community air carriers, as required by Community legislation and the Montreal Convention.

#### **10.2.1 Compensation in Case of Death or Injury**

There are no financial limits to the liability of the air carrier in respect of passenger injury or death. For damages not exceeding 113,100 Special Drawing Rights (SDRs), the air

carrier may not contest claims for compensation. For amounts exceeding this threshold, the air carrier may defend itself against such claims by demonstrating that it was not negligent or otherwise at fault.

#### **10.2.2 Advance Payments**

In the event of death or injury to a passenger, the air carrier shall make an advance payment to meet immediate economic needs, within 15 days of the identification of the person entitled to compensation. In the case of death, this advance payment shall not be less than 16,000 Special Drawing Rights (SDRs).

#### **10.2.3 Passenger Delays**

In the event of a delay affecting passengers, the air carrier shall be liable for any resultant damage unless it can demonstrate that it took all reasonable measures to prevent the damage or that it was impossible to take such measures. The carrier's liability for passenger delay is limited to 4,694 Special Drawing Rights (SDRs).

#### **10.2.4 Baggage Delays**

In the event of a delay to baggage, the air carrier shall be liable for any resulting damage unless it can demonstrate that it took all reasonable measures to prevent the damage or that it was impossible to take such measures. The carrier's liability for baggage delay is limited to 1,519 Special Drawing Rights (SDRs).

#### **10.2.5 Destruction, Loss or Damage to Baggage**

The air carrier shall be liable for destruction, loss or damage to baggage up to a limit of 1,519 Special Drawing Rights (SDRs). In respect of checked baggage, the carrier shall be liable even if not at fault, unless the baggage was defective. In respect of unchecked baggage, the carrier shall be liable only if at fault.

#### **10.2.6 Higher Limits for Baggage**

A passenger may obtain a higher liability limit for baggage by making a special declaration no later than at check-in and by paying an additional fee.

#### **10.2.7 Complaints Relating to Baggage**

Should baggage be damaged, delayed, lost or destroyed, the passenger must submit a written complaint to the air carrier as soon as possible. In the event of damage to checked baggage, the passenger must submit a written complaint within seven days, and in the event of delay, within twenty-one days, both periods being calculated from the date the baggage was made available to the passenger.

#### **10.2.8 Liability of Contracting and Actual Carriers**

If the air carrier actually operating the flight is not the same as the contracting air carrier, the passenger may address complaints or claims for damages to either carrier. If the name or code of an air carrier appears on the ticket, that air carrier shall be deemed the contracting air carrier.

#### **10.2.9 Time Limit for Legal Action**

Any legal action to claim damages must be commenced within two years from the date the aircraft arrived, or from the date on which the aircraft ought to have arrived.

### **10.3 Warsaw Convention**

If the journey includes a final destination or stop in a country that has not acceded to the Montreal Convention, the Warsaw Convention shall apply, unless the flight is operated by a Community air carrier. The Warsaw Convention, established in 1929 and subsequently amended at The Hague in 1955 and/or Montreal in 1975, provides for the unification of certain rules relating to international carriage by air. In cases of death or bodily injury, as well as in instances of destruction, loss, damage, or delay to baggage, the liability of air carriers is limited in accordance with the provisions of this Convention.

### **11. Liability of the passenger**

If the carrier incurs any losses or damages as a result of the passenger's failure to comply with any requirement set forth in these conditions of carriage, or due to any other act or omission attributable to the passenger, the passenger shall indemnify the carrier accordingly.

### **12. Identity of your air carrier**

In accordance with Article 11 of European Regulation (EC) No 2111/2005, you must be informed of the identity of the operating airline for your flight. If the identity of the operating airline is not known at the time of booking, the name of the airline most likely to operate the flight will be indicated. As soon as the identity of the operating airline is confirmed, the carrier will notify you. If the operating airline changes after booking, the carrier shall take all necessary measures to inform the passenger of the change as soon as possible. In any event, passengers will be notified at check-in.

### **13. Border Control**

If your flight itinerary includes a landing outside the Schengen area, you may be subject to a border control. TUIfly Nordic adheres to all applicable Schengen regulations.

### **14. Complaints**

#### **14.1 Submission of Claims**

Complaints will only be considered if a claim is submitted in writing and as soon as possible after the incident has occurred. Please note that the time periods for submitting claims may vary by country. All complaints and supporting documentation shall be sent to TUIfly Nordic. For further details, please refer to:

Sweden: <https://www.tuiflynordic.se/forseningar-och-reklamationer/>

Denmark: <https://www.tuiflynordic.dk/forsinkelser-og-reklamation/>

Finland: <https://www.tuiflynordic.fi/viivastyminen-ja-asiakaspalaute/>

Norway: <https://www.tuiflynordic.no/forsinkelser-og-reklamasjon/>

#### **14.2 Submission of Baggage claims**

A claim regarding damaged or lost baggage must be reported immediately upon arrival at the airport to the airline's service agent, who will prepare a Property Irregularity Report (PIR) to be used as the basis for the claim.