

# CONDITIONS OF CARRIAGE

## Table of Contents

Introduction .....	3
Bookings.....	4
When a Booking is confirmed .....	5
Cancellations of Bookings for certain behaviors: .....	5
Fares, taxes, currency and payment.....	5
Currency.....	6
Payment.....	6
Refunds.....	6
Cancellations due to serious illness or family bereavement .....	7
Refund of Government Tax .....	7
Method of refund .....	7
Changing your flight.....	7
Earlier return flight.....	8
Fees and Charges .....	8
Applicable Taxes & Charges .....	8
Cancellation.....	8
Change of flight .....	9
Summary of Charges .....	9
Passenger changes.....	10
Spelling mistakes .....	10
How to make changes .....	10
Travelling with Children and Infants.....	11
IMPORTANT: Infant Turning Two .....	12
Passengers requiring special assistance .....	12
Pre-booked assistance .....	13
Travelling when you're pregnant.....	13
Seating.....	14
Check-in and Advanced Passenger Information .....	14
Airport Procedures - Arrival at the airport.....	14
If you miss your flight.....	15
Travel Documents and Other Requirements .....	15
Right to Refuse carriage .....	16

Right of Refusal of PWD and/or MEDA Cases .....	17
Baggage Allowance .....	18
Cabin Baggage .....	18
Hold Baggage / Checked Baggage .....	19
Musical Instruments, Sports Equipment and Bicycles.....	20
Failure to comply with our Baggage regulations .....	20
Carriage of Live Animals - PETC / SVAN / ESAH / AVIH .....	21
Pet in cabin (PETC):.....	21
Service animals (SVAN) .....	22
Live animals in cargo compartments (AVIH): .....	23
REGULATIONS:.....	23
Collection and Delivery of Baggage .....	24
Conduct On Board.....	24
Schedule Changes, Delays and Cancellation, APR 2019 and Regulation EU261.....	25
Passengers whose flight is cancelled, shall have the choice of either: .....	26
How To Claim .....	26
Point-to-point flights.....	26
Liability.....	27
Our liability to you governed by the Convention .....	27
Passenger Delay.....	28
Damage to Baggage.....	28
General .....	28
Travel Insurance and Insolvency Protection .....	29
Claims Procedures .....	29
Baggage Claims.....	29
Limitation of Claims .....	30
Customer complaints procedure.....	30
Assignment.....	30
Data Protection .....	31
Choice of Law and Jurisdiction.....	31
Jurisdiction .....	31
Definitions .....	32

IPS AIRWAYS LIMITED  
635 Sovereign Court  
West Drayton  
UB7 0JE  
enquiries@ipsairways.co.uk  
www.ipsairways.co.uk

Terms & Conditions

## INTRODUCTION

These are the legal terms and conditions (the “Terms”) which apply to your Booking with IPS Airways Limited, a company registered in England with registered office at 635 Sovereign Court Sipson Road West Drayton UB7 0JE, with company number 13490986.

### Section 1. These Terms incorporate:

- Our Privacy Policy, which sets out how we may use your data;
- Our Acceptable Use Policy, if you use our website or App; and
- Any Booking Confirmation and any specific conditions set out in it.
- Please read these Terms carefully and make sure that you understand them before booking any IPS Airways flights.

In these Terms, when we refer to “IPS Airways” or to “we”, “ us” or “our”, we mean IPS Airways Limited and, in relation to your flight, the IPS Airways operating carrier described in section 2 below. When we refer to “ you” or “your”, we mean you as the Passenger or the Booker on a Booking.

If a particular term in these Terms is invalid or inconsistent with any Applicable Law, the Applicable Law will apply, but the other terms will remain valid.

## Flying with IPS Airways

Version 1.11 DRAFT

When you book a flight with us, your Booking and contract is with IPS Airways Limited.

Section 2. Your flight will be operated by USC GmbH, headquartered at Universal Sky Carrier Frankfurt, Germany, FRA/B Main Airport Center, Unterschweinstiege 2-14 60549, with Registration Number HRB 118939.

## **BOOKINGS**

### Making a Booking

All Bookings must be made by someone over the age of 18.

Flights can be booked directly with us through our Website, App, or, you can book through Agents. If you book through an Agent, they may be recorded as the Booker with us and, if so, they are directly responsible to you.

Please note that when you book with us, we will create an account for you, through which you can complete and manage your Booking. We may also do so when you make a Booking through an Agent. Please see our Privacy Policy for more details.

Our Distribution Charter sets out our policy relating to Bookings made by Agents, requiring them to provide the best possible levels of service for Passengers at all times. We reserve the right not to accept Bookings made through Agents who do not comply with our Distribution Charter. Please confirm with your Agent that they comply with our Distribution Charter prior to booking a flight.

Sales on IPS AIRWAYS LIMITED is flight-only. This Sale is not protected under the ATOL Scheme.

A Booker can make a Booking on behalf of other Passengers, provided that the Booker must:

1. accept these Terms on behalf of all the Passengers;
2. take responsibility for managing and passing on any communications about the Booking, including these Terms, to all Passengers on the Booking;
3. if the Booker is not a Passenger, provide us with the email and phone number of the main Passenger so we can contact them directly in the event of any disruption to their flight, such as delays or cancellations;
4. have the consent of each Passenger to receive any refund (where applicable) due under the Booking; and acknowledge that any other Passengers on the Booking may make subsequent changes to it.
5. understand that “This sale is not protected under the ATOL Scheme.”

## Booking for a large group

You can make a standard Booking for up to 6 Passengers on our Website. Alternatively, to assist with making Bookings for groups of 7 or more Passengers, we offer a dedicated Group Bookings team. Bookings made through this dedicated team will be subject to applicable fees and charges in our Group Bookings Terms.

## **When a Booking is confirmed**

When you complete the order process with us, it is treated as an offer to contract with us. The offer is only accepted by us, and a contract formed, when we generate a Booking Reference in our systems. If you try to book but for any reason this fails and does not generate a Booking Reference, you will not have a valid Booking with us.

Your Booking Reference will be displayed on your Booking Confirmation which we will send to the Booker by email. Please check all the details carefully. If the booking has been made through a travel agent, you should contact them otherwise you should contact us if anything is incorrect.

If you believe you've made a booking but haven't received a Booking Reference or Confirmation, please reach out to your travel agent. For direct bookings, feel free to contact us for further assistance.

## **Cancellations of Bookings for certain behaviors:**

We reserve the right to cancel your flight or Bookings connected to you, deny you boarding or take other action to protect us and our systems, with or without prior notice to you.

If you cannot provide, upon request, contact information for the cardholder in order for us to carry out security checks; the cardholder did not authorise or disputes the authorisation of the payment and/or claims that the Booking is fraudulent; you have not paid (or the Booker has not paid on your behalf) the appropriate fares or any other outstanding charges related to your Booking;

we reasonably suspect that the Booking, or any information provided in relation to the Booking (whether provided by the cardholder, the Booker or a Passenger) is fraudulent, deceptive, abusive or inaccurate; and/or we reasonably suspect that the cardholder, Booker or any Passenger on the Booking, is connected to any other fraudulent activity.

## **FARES, TAXES, CURRENCY AND PAYMENT**

### Our Fares

Fares are for your specific flights only. Our fares cover your air transport from airport to airport only and do not include ground transport or any other extras.

## Taxes and Charges

When you make a Booking, the applicable Government Tax and fuel surcharge are passed onto you and is included in the total price you pay to us. The Government Tax amount is listed in the table in our Fees and Charges.

In the unlikely event that the Government Tax increases after you have made a Booking, we may require you to pay the excess to enable you to fly. If we require you to pay the excess and you decline to do so, you may cancel your Booking and receive a 100% refund of the fare. If the Government Tax decreases after you have made a Booking, you will be entitled to a refund of the difference.

Apart from the government tax, the fares cover the expenses associated with providing your flight, including fuel costs, airport charges, maintenance services, and other related costs.

## **CURRENCY**

Our fares are payable in the currency shown at the time of Booking. If you add any flight extras (such as seating) or make changes online or by phone, we will charge you fees in the same currency as your original Booking. If you do this at the airport, we will charge you fees in the local currency.

## **PAYMENT**

Unless we tell you otherwise, the Booker must pay in full at the time of making your Booking. Payment methods may differ depending on the Website, App or sales channel you are using. At the airport, payments should be made by major debit, credit card or cash.

Foreign currency or other transaction fees imposed by your bank or card issuer are your responsibility, and we are not accountable for these charges.

We may process your payment otherwise than in real time. If payment fails or is reversed for any reason after you have made a Booking, we may need to contact the Booker to request that payment is completed. If we do not receive payment in full either within 24 hours from the time of Booking or at least 24 hours prior to your flight (whichever is sooner), we may cancel your Booking.

N.B. This Sale is flight-only and is not protected under the ATOL Scheme

## **REFUNDS**

Our fares and fees are non-refundable, so if you cancel, miss, or do not take your flight you will not receive a refund, except as stated in these Terms.

Cancellations within 24 hours of making the Booking

If you cancel your Booking in full within 24 hours of making the Booking, we will give you a refund minus the Cancellation Fee listed in our Fees and Charges. You can make this cancellation online or by calling our Customer Services team. If you booked through an Agent, you must ask them to do this for you.

However, please note that if you are unable to cancel your Booking less than 24 hours before the scheduled departure time of the first flight (even if within 24 hours of making the Booking), there will be no refund.

### **CANCELLATIONS DUE TO SERIOUS ILLNESS OR FAMILY BEREAVEMENT**

If you need to cancel due to your serious illness or family bereavement, please contact your travel agent for assistance and in case of direct bookings, our Customer Services team as soon as you can. Our team will review your case and if your circumstances qualify, we may, in our discretion, offer you a fee waiver, refund or flight voucher towards the value of a subsequent flight, to be used within six months. You may be asked to provide proof of these special circumstances.

### **REFUND OF GOVERNMENT TAX**

If you cancel, miss or do not take your flight; this does not affect the other flights within your Booking. You are eligible to request a complete refund of the government tax (as specified in the Fees and Charges) for the flight(s) you opt. not to take. To initiate this process, kindly get in touch with our Customer Services Team. In the case of non-refundable tickets, the government tax is non-refundable, and there will be no reimbursement.

### **METHOD OF REFUND**

We will only pay refunds to the Booker using the original payment method or original IPS Airways account, as applicable. If the original payment method or account is no longer available, we will refund to an alternative payment method in the Booker's name. If you have booked through an Agent, they will be responsible for passing on any refund to you. We are not responsible for any fees the Agent may apply for processing the refund.

A refund made to someone presenting themselves to us as the Booker using the necessary Booking and security details, and who we reasonably believe is the Booker, will be deemed a proper refund and we will not process any further claim for a refund by the Booker or any other Passenger on the Booking.

Refunds will normally be made in the original currency in which the Booking was made.

For making changes to your Booking, our change fees are clearly listed in our Fees and Charges.

### **CHANGING YOUR FLIGHT**

Version 1.11 DRAFT

You have the option to switch your flight to an alternative IPS Airways flight, provided that the same fare is available. If the new flight has a higher fare, you will be responsible for covering the price difference during the change. This adjustment is calculated at the time of the modification. However, if the new fare is lower than the original one, no refund for the difference will be issued. Please note that a service / change charge per ticket will apply. (see section 'Summary of Charges')

## EARLIER RETURN FLIGHT

On the day of your return flight, you may be able to change to an earlier flight with us by paying the service / change charge (Refer to 'Changing your Flight' section for charges), with an additional fare difference. Please note:

You can only do this if you have a return (not one-way) Booking and have flown the outbound on that Booking.

You can only change to an earlier return flight from the same departure point to the same arrival point. This generally means the same airport.

## FEES AND CHARGES

### Applicable Taxes & Charges

	UK Applicable Fees & Charges*			PK Applicable Fees & Charges*			
Booked Class	GB	YQ	UB	YQ	SP	RG	YD
Business	£194.00	£280.00	£34.47	£291.70	£15.00	£45.30	£12.10
Premium	£88.00	£117.00	£34.47	£133.50	£11.20	£21.60	£12.10
Economy	£88.00	£117.00	£34.47	£133.50	£11.20	£21.60	£12.10

\*Prices are on one-way journey and recalculated accordingly for returns. These are subject to change and are correct at time of published fares.

### Cancellation

Cancellation after 24 Hours of Booking and prior to incurring any penalties from the date of booking will result in a charge of £100.00 per Passenger Name Record (PNR) if made more than 7 days before the scheduled travel date.

If you have not utilised any portion of the ticket from within 24 hours of making the booking until 168 hours (7-days) before departure, the refund will amount to the fare and any carrier-related charges, surcharges, and taxes paid, minus our cancellation and service fees of £250. Additional charges may apply if the ticket was purchased through authorised travel agents.



If you choose to cancel your flight up to 168 hours (7-days) before departure, a fee equivalent to 50% of the total fare paid will be imposed.

Cancellation within 48 hours of departure incurs a charge of 75% of the total fare.

Cancellations made within 24 hours of departure will result in a 100% charge, with no refund provided.

### **Change of flight**

Economy class tickets are subject upon the availability of the same fare; any disparity in higher fares may result in an additional charge. If you purchased your tickets through our authorised travel agents, additional fees may apply.

For changes made after the ticket is issued 7+ Days, £100 plus fare difference per passenger will be applicable up to 72 hours before departure.

For changes made within 72 hours of your departure, a fee of £250 plus the applicable fare difference will be charged.

Changes made within 48 hours of departure will result in a charge of £300 plus any applicable fare difference.

Changes made within 24 hours of departure will result in a charge of £500 plus any applicable fare difference.

Business class fares permit one (1) change, subject to the availability of the same fare. No change fees are charged but any difference in higher fares may result in an additional charge. If you purchased your tickets through our authorised travel agents, additional fees may apply.

### **Summary of Charges**

<b>Summary of Charges (Economy &amp; Premium Economy)</b>				
<b>Type</b>	<b>After ticket is issued 7+ Days</b>	<b>Up to 72 Hours</b>	<b>Up to 48 Hours</b>	<b>Within 24 hours</b>
<b>Cancellation</b>	£100 Fixed Fee per Booking	50%	75%	100%
<b>Change of Flight</b>	£100 plus fare difference	£250 plus fare difference	£300 plus fare difference	£500 plus fare difference

Summary of Charges (Business Class)				
Type	After ticket is issued 7+ Days	Up to 72 Hours	Up to 24 Hours	Within 24 hours
<b>Cancellation</b>	£100 Fixed fee per booking	50%	75%	100%
<b>Change of Flight</b>	N/A	No change fee but fare difference is applicable	No change fee but fare difference is applicable	No change fee but fare difference is applicable

## PASSENGER CHANGES

Name changes are **NOT** allowed under any circumstances.

You cannot resell your ticket to someone else. We reserve the right to cancel any Booking, without a refund, if we reasonably believe it may have been resold or made available for resale (including, but not limited to, via any online marketplace).

### Spelling mistakes

It is important that your name is spelt correctly on your Booking Confirmation and boarding pass and that it matches the name on your travel document. If it is not, you will need to correct it as soon as possible.

You can do this on our website or through your booker (for changes of up to two characters only). If you cannot make the correction online, you can contact our Customer Services Team. We will not charge you to do this, as long as we reasonably believe you are correcting a mistake and not trying to change the Booking to someone else.

### Flexi fares\*

If you purchase an IPS Airways Flexi fare, some of our change fees are waived. Please see our Fares page for more details. (\*if available)

### How to make changes

The fees for making changes to your booking vary based on the timing of the change and the channel through which it is requested. Changes can be made through our website, your designated booker, or by contacting our Customer Services Team, provided the request is made at least 24 hours before the scheduled departure.

If you booked through an Agent, you may be able to make changes through their booking system. They will need to process any changes with us at least 24 hours before departure. Please check with the Agent if they can do this for you. We are not responsible for any Agent fees.

A Booker or Passenger may request changes to a Booking having passed through the requisite data protection security questions and confirmed to us that they have the consent of the Booker and other Passengers (as applicable) to make such changes. Provided we have acted reasonably and in good faith upon the answers to our data protection security questions, we will not be liable for having made such changes if, without our knowledge, such consent had not been given.

## TRAVELLING WITH CHILDREN AND INFANTS

For the purposes of these Terms, an "Infant" is a child under the age of two years old on the date of the flight and a "Child" is a child from the age of two years old and under the age of 15 years old on the date of the flight.

We do not carry Infants who are less than 14 days old on the date of the flight.

We only carry Infants or Children if they are travelling with an Accompanying Adult, who must be on the same Booking as the Infant or Child. Please contact our Customer Services Team if you need to add an Infant or Child to your Booking.

Infants do not need a separate seat and may sit on an Accompanying Adult's lap, and we charge a fee for such Infants. Alternatively, you can buy a separate seat for your Infant provided they have a car seat/restraint device that we accept on board – [please see Flying with children for more details](#). Children over the age of two years old cannot sit on an Accompanying Adult's lap and must have a separate seat. Tickets for Infants with a seat and for Children are charged at our normal fare, but the Government Tax may differ.

For safety and operational reasons, certain seats are not available to be purchased for an Infant. Only one Infant per seating row may be booked to sit on an Accompanying Adult's lap. You cannot be an Accompanying Adult for more than two Infants. If you are an Accompanying Adult with two Infants, only one Infant can sit on your lap. The other Infant must be seated next to you in a suitable car seat/restraint in a separate seat. You can purchase separate seats for both Infants if you prefer. If you are travelling with an Infant or Child, you must always take full responsibility for them throughout your journey. You must ensure that they are adequately and securely seated on board. Under no circumstance may you ask a passenger who is not on your Booking to accept responsibility before or during a flight for an Infant or Child. Document requirements for Infants and Children may vary from country to country. It is your responsibility to ensure that all Passengers on the Booking are properly documented.

If you are travelling with an infant aged 0-2 years or a child aged 2-15 years alone without proper documentation or permission from all those with parental responsibility. Please see <https://www.gov.uk/permission-take-child-abroad>

**N.B.** Border Force has a duty under Section 55 of the Borders, Citizenship and Immigration Act 2009 to safeguard and promote the welfare of children. We take this duty very seriously and work to protect vulnerable children and those who may potentially be trafficked.

## **IMPORTANT: Infant Turning Two**

Passengers aged 2 or older must occupy a seat. If an infant turns 2 during the journey, they must pay the child fare for that part and occupy a seat.

If a passenger travels as an infant outbound and as a child on the return, the applicable fares apply for each leg and must be booked through the travel agent through whom the ticket has been purchased or by contacting our Customer Services team if the ticket has been purchased directly.

If a passenger is an infant but is 2 or older at the origin's travel date, the child fare applies for the entire journey. If not arranged during booking, check-in staff will handle this at the airport.

If seats are unavailable, passengers may be booked on next available IPS Airways flights.

If an infant turns 2 mid-trip, unused itinerary will be reissued at the child fare for the rest of the journey.

## **PASSENGERS REQUIRING SPECIAL ASSISTANCE**

### Specific requirements

If you have specific needs for special assistance related to a disability or medical condition, kindly include these requests when making your booking. This allows us to communicate your requirements to the appropriate airport teams. Alternatively, you can add such requests after completing your booking. For additional information, please refer to our Special Assistance Contact page. It is crucial to inform us of your requirements at least 48 hours before your scheduled departure otherwise it may not be guaranteed.

For safety reasons, if you have a disability or medical condition which means you are unable to do any of the following things:

- Understand the safety briefing
- Fasten and unfasten your seat belt
- Take out and put on your life jacket
- Leave your seat and get to an emergency exit
- Put on an oxygen mask; and/or
- Use the toilet on your own

For your flight, it is necessary to have a companion accompany you. If your companion does not already have a ticket for the same flight, they can purchase one at the same price as yours. Additional information on companions can be found on our Special Assistance page. In cases where passengers with reduced mobility constitute a considerable percentage of the total passengers, their number should not surpass the count of able-bodied individuals capable of aiding in an emergency evacuation.

Wheelchairs and mobility aids that weigh more than 60kg can only be accepted for travel if both arrival and departure airports can provide the facilities to load and unload the device. Notifying us at least 48 hours prior to your departure or at the time of Booking will enable us to establish this and use reasonable efforts to accommodate your needs. For more details on our policies regarding special assistance, including the carriage of recognised assistance dogs (including specific training requirements) and the carriage of wheelchair and mobility equipment, please contact our Special Assistance help desk. (reservations@ipsairways.co.uk)

You and we must be reasonably satisfied that before you board the aircraft you are medically fit to fly. If you have any reason to suspect, or ought reasonably to know, that you have a condition which might be exacerbated by the normal operation of an aircraft and/or others on board or could cause you difficulty if you do not have medical assistance before the flight has ended, then you should not fly and we may not accept you for travel. If you have any doubt whatsoever, you must seek professional medical advice before flying with us. Whenever you are aware of a medical condition of this type, but have been advised that you are fit to fly provided certain precautions are taken (for example, use of medication), it is your responsibility to ensure that all such precautions are in fact taken before, during and after your flight as needed. We may ask you to produce written evidence of your fitness to fly before we can accept you for travel.

### **Pre-booked assistance**

If you are travelling with a wheelchair or have pre-booked assistance, please advise a member of our Ground Crew or proceed to the pick-up point provided by the Airport Authority when you arrive at the airport and they will organise the assistance for you. You should ensure that you arrive at the airport with sufficient time to go through airport security and get to the boarding gate in time for your flight. We recommend arriving at least 3 hours before your scheduled departure time. We will use our best endeavors to pre-board you in advance of other Passengers if you are at the boarding gate when the announcement for pre-boarding is made. You may be accompanied in pre-boarding by a maximum of one Companion and any siblings under the age of 16.

The provision of assistance through the airport, onto the aircraft, off the aircraft and through the arrivals process at the destination is the responsibility of the relevant Airport Authority. Concerns about the level of service provided should be directed to the Airport Authority as appropriate.

### **TRAVELLING WHEN YOU'RE PREGNANT**

For your and your baby's safety, you cannot fly after:

Version 1.11 DRAFT

- the end of the 36th week if you are pregnant with one baby
- the end of the 32nd week if you are pregnant with more than one baby.

We recommend you carry a letter or statement from your doctor or Midwife confirming:

- Whether your pregnancy is single or multiple.
- Your expected due date.
- There are no complications with your pregnancy.

The letter should be dated as close to your travel date as possible and covers you for your entire journey (outbound and return), provided you do not require any medical care during your trip.

## **SEATING**

We operate an allocated seating system. You can select seats at the time of booking. All seats are conditional upon availability at the time you seek to select the seats. If you choose to select seats, you must do so for all Passengers on your Booking. If you choose not to select a seat, we will allocate one for you automatically when you check in. Our system will try to allocate you seats close to other Passengers on your Booking, but this depends on availability and is not guaranteed.

For safety reasons, some seats are restricted and are not suitable for all Passengers. All seat fees are non-refundable. If you change your flight and have paid for a seat on your original flight, we will try to offer you an equivalent seat on your new flight. If the new seat fee is higher than your original seat fee, you will need to pay the extra to select it. If the equivalent seat is not available, you prefer another seat, or you do not want to select one, you will not be entitled to a refund. Seat fees will be refunded if we cancel your flight and you choose a full refund rather than transferring to another IPS Airways flight.

We reserve the right to amend your seat selection, whether before travel or on-board, for operational or safety reasons. Should we need to amend your seat selection, or if we rebook your flight as a result of a delay or cancellation, and are unable to honour that seat selection by providing a seat in the same or higher category that you have purchased, then you will be entitled to a refund of the seat fee.

## **CHECK-IN AND ADVANCED PASSENGER INFORMATION**

Check-in opens 3 hours before departure at the airport. For travel to many countries, you will also be required to provide Advanced Passenger Information. You must ensure the information submitted is accurate and you must update it if it changes. You must travel using the documents you have submitted. Check-in will be closed one hour before departure; in case of late reporting, you will be marked no-show with application of respective penalties.

## **AIRPORT PROCEDURES - ARRIVAL AT THE AIRPORT**

You must arrive at the airport sufficiently in advance of the scheduled flight departure to complete all government formalities and security procedures and present yourself at the

gate on time. Procedures may vary at different airports and for particular flights. It is your responsibility to ensure that you comply with these formalities and procedures. Closing Times do not change if your flight is delayed and you must still comply with them.

You will need to present your ticket and all required travel documents. You must adhere to any security screening checks or procedures required by government or airport officials or by us. This includes all information we are required to produce to comply with Advanced Passenger Information requirements.

## IF YOU MISS YOUR FLIGHT

**After Check-in:** If you arrive at the gate beyond the designated Closing Time for any reason, and/or you are unable to present your boarding pass and all required travel documents upon request, we may refuse to carry you and you will miss your flight.

If you miss your flight, you can request a transfer to the next IPS Airways flight to the same destination that has availability by paying the applicable Fee as listed in our Fees and Charges. To do this, you must present yourself, with valid documents, to our Ground Crew at ticket desk at the airport within two hours following your missed flight's scheduled departure time. We will not be liable for any costs you incur as a result of you missing your flight and you will not be entitled to any compensation or refund.

**Before Check-in:** If you arrive late at the airport for check-in at  $\leq 60$  minutes before your departure time, this will be deemed as a 'no-show' and our 'Refund' policy applies. i.e. No refund\*

\*The assessment of this scenario will align with the guidelines outlined in the Refunds section. However, under exceptional circumstances, we will carefully examine the evidence presented by the passenger, and we may extend options such as a 6-month valid travel voucher, or a fee waiver to defer your flight, or a complete/part refund.

## TRAVEL DOCUMENTS AND OTHER REQUIREMENTS

We require all passengers to provide a valid passport and required visa at check-in and at the boarding gate for all flights.

You are solely responsible for checking and complying with all Applicable Laws and document requirements (including entry and exit visas or permits, health, medical and other documents, etc.,) of any countries you are flying to, from or through. You are also responsible for checking government foreign travel advice which may affect your trip.

We shall not be liable to you in connection with obtaining necessary documents or your failure to comply with Applicable Laws, requirements or these Terms. Your submission of your Advanced Passenger Information does not mean that you are accepted or eligible to enter any state or territory. We reserve the right to refuse carriage to any Passenger we reasonably believe has not complied with, or whose documents we reasonably believe

do not comply with, such requirements, or where we are instructed by government authorities to do so.

## **RIGHT TO REFUSE CARRIAGE**

We may refuse to carry you and/or your Baggage, or remove you from a flight even if you have already boarded, without any liability on our part, if we reasonably believe:

You or your Baggage may put the safety of the aircraft or the health or safety of any person in the aircraft or airport in danger or at risk;

You are drunk or under the influence of alcohol or drugs in the airport or on board;

You have smoked or attempted to smoke in the airport (other than in permitted areas) or on board;

You are in unlawful possession of drugs;

Your mental or physical state is a danger or risk to yourself, the aircraft or any other person on it;

You have caused harm to, injured, or used threatening, abusive, insulting, discriminatory, obscene or lewd language or behavior towards a member of our staff, Ground Crew or any Passengers;

You have made a bomb threat or other security threat;

You have committed a criminal offence during the Booking process, the check-in or boarding process, at the airport or on board the aircraft;

You are a hazard or risk to yourself or other persons or to property;

You have not observed our instructions with respect to safety or security, either on board or at the airport. You have refused to submit to a security check of yourself or your Baggage;

You have a medical illness or condition that requires a certificate from your doctor confirming your fitness to fly and/or confirming an exemption from the need to wear a mask, and you do not present a valid certificate, or otherwise you do not satisfy us that you are fit to fly, you require specific assistance outside the services IPS Airways offers to people with a disability;

You are not properly documented;



We are instructed to do so by government authorities (including in relation to your Advanced Passenger Information);

Any documentation presented by you:

Has been acquired unlawfully or has been purchased from an entity other than us or our authorised agent;

Has been reported as being lost or stolen;

Is counterfeit or the subject of payment fraud; or

Has been altered by anyone other than us or our authorised agent, or has been mutilated,

(and in any such case we reserve the right to retain such documentation);

The person presenting themselves at bag drop or the gate cannot prove that they are the Passenger named on the Booking;

You have tampered with, or deliberately caused damage to, the aircraft or any safety equipment, or have attempted to access any controlled areas without authorisation;

That carriage of you and/or your Baggage may otherwise compromise safety or security; and/or such action is necessary in order to comply with any Applicable Law. We may cancel any subsequent flights contained in your Booking (and no refunds will be paid in such circumstances); and

We may cancel any existing Bookings and/or refuse to accept future Bookings for you for such length of time as we deem appropriate with regard to the circumstances.

## **RIGHT OF REFUSAL OF PWD AND/OR MEDA CASES**

### **Reasons for Refusal**

IPS Airways do not refuse a PWD/MEDA passenger for reasons related to their disability or conditions unless one of the following reasons is applicable and in accordance to our operating procedures.

1. The person has such a degree of physical infirmity that the trip would likely result in complications or death, leading to diversion.
2. The person requires individual nursing or care during the flight and is not accompanied by a suitable personal care attendant and/or safety assistant.

3. The person, because of their physical or medical condition, poses a direct threat to the health or safety of other passengers, their property, the aircraft or crew. Furthermore, the threat cannot be eliminated by providing additional aid or services or by other means (e.g., face mask, separate seating, etc.,)
4. The person fails or refuses to submit themselves to the specific conditions of carriage required by IPS Airways.
5. Information is required about the person's medical condition (diagnosis) where the passenger's own physician refuses to disclose such information to the authorised medical service.
6. The person has a communicable disease and is in the infectious period (or does not have proper medical clearance).
7. Passengers on stretchers will not be accepted on IPS Airways flights.

## **BAGGAGE ALLOWANCE**

### **Cabin Baggage**

Passengers are allowed one piece of cabin baggage each. Please refer to our Cabin Baggage Policy for detailed information, with specific attention to the following: Your cabin baggage must adhere to the specified allowance and maximum dimensions outlined below. Failure to comply will result in your baggage being stowed in the aircraft hold, and you will incur the airport bag fee as per our Fees and Charges policy.

The standard allowance you can bring on board is one small hand bag (max 40cm x 30cm x 15 cm) which must fit under the seat in front of you.

In addition, you may bring on board one large cabin bag (max 55cm x 40cm x 20cm, which must fit in an overhead locker.

These options are not cumulative. The maximum possible cabin bag allowance for one person is one small cabin bag and (where entitled) one large cabin bag, (not Exceeding 7kg for Economy class and 10kg for Business class).

We check bag sizes before you board. If you bring any bag to the gate without the correct on-board allowance, it will be placed in the hold (if we can accept it) and you will be charged the airport bag fee as per our Fees and Charges policy. We accept no responsibility for any baggage you leave behind if it is refused at the gate. Please always ensure you remove any valuables, essentials such as medicine, and travel documents from any bags to be placed in the hold; an item of Cabin Baggage cannot exceed 7kg, and you must be able to lift and carry the item of Cabin Baggage safely without assistance. On occasion we may also need to impose a lower weight limit for operational reasons – in this instance your Cabin Baggage may be placed in the aircraft hold at no additional charge to you; an overcoat, shawl, umbrella or walking stick and one bag of goods

purchased after you have cleared the security screening point at the departure airport may also be carried in addition to the allowance of one item of Cabin Baggage;

We may amend our Cabin Baggage Policy from time to time and will provide the latest updates on our website. You must check and comply with the latest policy that applies to your flight and date of travel.

Unless we tell you otherwise, you are prohibited for reasons of safety from operating on board any transmitting electronic equipment or similar devices except hearing aids and heart pacemakers. Any non-transmitting devices or transmitting devices where that function can be switched off can be used during the flight, subject to any Crew instructions.

### **Hold Baggage / Checked Baggage**

For passengers in Economy class, the regular checked baggage allowance is 46Kg, distributed across two pieces, with each bag not exceeding 23Kg. Business class travelers are entitled to 69 kilograms for three pieces. It is mandatory to check in your hold baggage at our designated bag check-in desk and not bring it to the gate. Your hold baggage must prominently display your name or other personal identification for proper identification.

When you submit your Hold Baggage to us and if we accept it, we will take custody of it, and issue a Baggage Receipt for each piece of Hold Baggage. You must keep each Baggage Receipt as proof of having checked it in. We will ordinarily carry your Hold Baggage on the same aircraft as you unless for safety, security or operational reasons, we need to carry it on an alternative flight. If your Hold Baggage is carried on an alternative flight, we will deliver it as soon as reasonably practicable to you, unless any Applicable Law requires you to be present for customs clearance.

You must comply with our Hold Baggage size and weight limitations as set out below. The maximum acceptable weight for each single piece of Hold Baggage is 23kg. Hold Baggage which exceeds this weight will not be accepted for carriage. Any Hold Baggage that is outside allowed dimensions will be considered oversize baggage and you should contact our Customer Services Team for advice as to how the item may be carried.

Hold Bag / Checked Baggage Size: up to 90 x 75 x 43cm

If you exceed your Hold Baggage weight allowance, you must pay an excess weight fee per kilogram, as set out below:

- A: 1 x Bag not exceeding 23KG at £150.00 (Advance Purchase online or with travel Agent ONLY)
- B: Excess Baggage will be charged at £15.00 per Kg at the airport counter.

If you are travelling with other Passengers under the same Booking, you may pool or share your total Hold Baggage allowance with any other Passenger in your Booking.

You should not include in your Hold Baggage fragile or perishable items, money, jewellery, precious metals, silverware, computers, electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples and we accept no liability for them. Freight or cargo items cannot be accepted as Hold Baggage.

### **Musical Instruments, Sports Equipment and Bicycles**

We have special rules and fees for the carriage of musical instruments, sports equipment and bicycles. Please note that the fees for these special items apply even if they are within the dimensions of standard Baggage. If you exceed your Hold Baggage weight allowance, you must pay an excess weight fee per kilogram for Musical Instruments, Sports Equipment, Bicycles and oversized items, as set out below:

- A: 1 x Special Equipment not exceeding 23KG at £115.00 (Advance Purchase online or with travel Agent)
- B: Special Equipment will be charged at £15.00 per Kg at the airport counter.

You may also contact our Customer Services for assistance or additional information.

### **Failure to comply with our Baggage regulations**

If you fail to comply with any of our baggage regulations regarding the carriage of Cabin Baggage, Hold Baggage, musical instruments, sporting equipment or bicycles, or pay the relevant fees before check-in or boarding closes, we reserve the right to refuse you travel without payment of any refund or compensation to you.

### **No Refunds on Baggage Fees**

Baggage fees will not be refunded once paid, even where you do not carry the items or weight paid for or where you cancel or change your flight. If you change your flight, your paid Hold Baggage allowance will apply to your new flight.

### **Dangerous Goods and Items Unacceptable as Baggage**

You must not include in your Baggage the items listed below:

items which are likely to endanger the aircraft or persons or property on board the aircraft (including but not limited to gas cylinders, flammable liquids and solids, poisons, radioactive material, corrosives, firearms and explosives) without our consent. Please see our **Dangerous Goods Policy** for more details;

items which have not been properly packed in suitcases or other suitable containers in order to ensure safe carriage using ordinary care in handling;

items whose carriage is prohibited by Applicable Law;

items which are unsuitable for carriage by reason of their weight, size or shape (including fragile or perishable items);

live animals (including pets, insects, reptiles, or any other form of livestock), with the exception of recognised assistance dogs; and

human remains (provided that the carriage of human ashes in your Cabin Baggage is permitted if: (i) you inform us of your intention to carry the ashes prior to travel; (ii) you can produce a copy of the death certificate and the cremation certificate; and (iii) the human ashes are securely packaged in an appropriate sealed container within your Cabin Baggage allowance).

We may refuse to accept Baggage containing such items, and reserve the right to search your Baggage to determine whether you are carrying such items. For that purpose, we may search your Baggage in your absence if you are not available and may break any locks attached to your Baggage.

If you are unwilling to comply with any search of your Baggage, we may refuse, without refund or other liability to you, to carry you and/or your Baggage. In the event that a search or scan causes damage to your Baggage, we shall not be liable for such damage unless due to our fault or negligence.

If required, you must attend the inspection of your Baggage by customs or other government officials. We are not liable to you for any loss or damage suffered by you through your failure to comply with this requirement unless due to our fault or negligence.

If you are uncertain about which items are permissible in the aircraft cabin or hold, or if you are unsure about the appropriate packing for specific items, please contact us before your journey or inquire with our ground crew at the airport.

Government and/or Airport Authorities may impose additional or more onerous requirements applicable to Baggage. These requirements may be changed at short notice, and will apply to your Baggage, even though they may differ from those set out in these Terms, our policies and/or your Booking Confirmation. We will try to let the Booker know as soon as we can, using the details we have been given in the Booking, if these requirements change between the time of your Booking and your flight. Where a government or Airport Authority allows more items to be carried than allowed by us, you remain bound by these Terms.

## **CARRIAGE OF LIVE ANIMALS - PETC / SVAN / ESAH / AVIH**

### **Pet in cabin (PETC):**

Due to local regulations, USC does not transport pets to the UK and Ireland.

## **Service animals (SVAN)**

Service and support animals are animals on which the passenger depends. USC does not carry service animals other than dogs.

The service/ guide animal (e.g. guide dog, blind dog) is used to support the mobility of a passenger with a disability.

Prior to booking, the passenger shall provide the following documentation:

1. training certificate of the animal, and
2. medical attestation stating the passenger requires the animal.

Generally, the following requirements shall be met:

1. Secure seating preferably in rows with legroom, seating in rows behind the bulkhead on passenger request only.
2. The animal is secured with a suitable leash at the seat of the owner in such a way that the animal will not move vertically and horizontally in order not to injure other passengers or block the evacuation route in an emergency situation e.g. emergency descent, emergency maneuver, etc.
3. Whenever the fasten seatbelt signs are on, the animal remains on the floor in front of the passenger seat or under the forward seat.
4. The animal shall behave properly in a public setting (e.g. animal remains at its owner's feet, does not bark or growl repeatedly at other persons, bites other people and urinate or defecate in the gate area or in the aircraft). In case of misbehavior of the animal, the owner shall carry a muzzle along.
5. The animal, when seated at the passenger seat, shall not cause an obstruction, (e.g. of an aisle or an emergency exit) and no inconvenience to other passengers. If the animal and the passenger cannot be moved to another location where such a blockage does not occur the option of purchasing a second seat, traveling on a later flight or having the animal travel in the cargo hold should be offered, provided that a transport box is available.
6. The Cabin Crew shall not be interfered by the animal while performing their duties.
7. In the event that an animal is denied boarding for any reason, the crew should contact a supervisor on ground.

**Maximum number of SVAN: 2 (they are not considered as PETC).**

**Emotional support animals (ESAN) are not allowed in USC aircrafts, except if they have an official SVAN certificate. The certificate shall be presented by the owner. If the passenger does not comply, the dog may be embarked on complying with PETC requirements.**

**Live animals in cargo compartments (AVIH):**

The transportation of the pet as checked baggage is subject to space availability and carrier's approval.

On short- and medium-haul flight a maximum number of 3 kennels (boxes) are allowed to be carried in the cargo compartment.

A maximum of two adult animals of comparable size up to 14kg each, that used to cohabitation, may be shipped in the same container. Animals over that mass shall travel individually. The passenger is responsible for fulfilling the same criteria as stated for PETC except to meet the maximum dimensions.

The temperature range and oxygen requirements shall be matched by the heating and ventilation capability of the cargo compartment provided. Feeding requirements shall be met.

Price for each animal is £1,200.00 including taxes. (subject to change without notice)

**REGULATIONS:**

Animals that are hostile by nature should not be loaded in proximity and visual contact.

Animals studied in laboratory should not be loaded in the same hold as other animals.

All live animals in a hold should be carried in containers suitable for their transport.

Any AVIH's container should be secured in the hold.

Whenever a live animal is loaded in a hold, the PIC should be informed of it by means of NOTOC before departure.

Potentially Dangerous Dogs:

This list must be taken into account when carrying AVIH:

1. Pit Bull Terrier
2. Staffordshire Bull Terrier
3. American Staffordshire Terrier

4. Argentinean Dogo

5. Fila Brasileiro

6. Tosa Inu

7. Akita Inu

The dogs mentioned above must show all or the majority of the following characteristics:

i. Strong musculature, powerful, sturdy appearance, athletic constitution, with strength and stamina

ii. Short hair

iii. Thoracic perimeter between 60 and 80 cm. height to withers between 50 and 70 cm. And weighing over 20 Kgs.

iv. Voluminous cubical, strong head, with a wide skull, muscled and convex cheeks. Strong and big jaws;

robust, wide and deep mouth

v. Wide, muscled and short neck

vi. Robust, wide, big and deep chest curved ribs and short, muscled back

vii. Parallel, straight and strong for extremities, and very muscle back extremities, with relatively long legs forming a moderate angle

#### **COLLECTION AND DELIVERY OF BAGGAGE**

Only the bearer of the Baggage Receipt, delivered to the Passenger at the time the Baggage was accepted is entitled to receipt of the Baggage.

If an individual claiming the baggage cannot present the relevant baggage receipt upon request, we will only release the baggage to them under the condition that they prove, to our satisfaction, that they are the passenger who checked in the baggage or possess the right to receive the baggage. If necessary, they must also provide security to ensure our liability for any potential loss, damage, or expenses incurred by delivering the baggage to a person without the proper baggage receipt or identification.

#### **CONDUCT ON BOARD**



In accordance with Applicable Law, the Captain is in command of the aircraft and every person on board must obey their lawful commands. Where Passengers misbehave, are disruptive, or otherwise cause problems, all our captains are given authority to resolve the issues as best they can in all the circumstances. This may include the use of physical restraint and, where possible, removal from the flight of such persons.

- If you conduct yourself on board the aircraft or at the airport so as to:
- endanger the aircraft or any person or property on board or at the airport; and/or
- obstruct the Crew or Ground Crew in the performance of their duties; and/or
- fail to comply with any instruction of the Crew or Ground Crew; and/or use any threatening, abusive, discriminatory or insulting words towards the Crew or Ground Crew or behave in any of these ways towards the Crew or Ground Crew; and/or behave in a disorderly, unpredictable, unsafe, discriminatory or aggressive manner or in a manner to which another Passenger may reasonably object,

We may take such measures as we deem necessary to prevent continuation of such conduct, including your restraint or removal from the aircraft or the airport, as well as termination of your continued travel on a flight. You may be prosecuted for offences committed on board the aircraft or at the airport. You will be liable to us for all costs arising from your improper conduct on board the aircraft or at the airport. If a diversion has been necessitated by a Passenger's behaviour, resolution of the issue may involve handing over those Passengers to security or legal enforcement agents at the diversion point.

If, as a result of your conduct we decide to divert the aircraft for the purpose of offloading you, then you must pay to us all costs and expenses which we incur of any nature whatsoever as a result of, or arising out of, that diversion. If you cause any damage whatsoever or your actions cause us to incur any costs, we will hold you liable for any costs, damages or resulting liabilities incurred. We may take such action as we deem appropriate to recover such costs from you. We may also refuse to accept future Bookings for you in these circumstances until any costs outstanding are repaid.

In accordance with civil aviation safety requirements, all IPS Airways flights are non-smoking. Passengers should note that smoking is strictly forbidden and measures will be taken to stop any Passenger smoking anywhere on board an IPS Airways aircraft.

Passengers are prohibited from consuming alcohol on IPS Airways flights.

#### **SCHEDULE CHANGES, DELAYS AND CANCELLATION, APR 2019 AND REGULATION EU261**

Except for your rights under these Terms or Applicable Law, the flight times shown on our website or elsewhere are not guaranteed.

We are not responsible for errors or omissions in timetables or other information released by third parties about the dates or times or operation of any flight.

At any time after a Booking has been made, we may need to change our schedules or cancel, divert, deny boarding or delay any flight. This may include changes for reasons of safety, required regulatory approvals, or for other commercial or operational reasons.

If we make a cancellation or significant change, we will contact the Booker about this as soon as we reasonably can using the contact details we have in the Booking. If you are the Booker, it is your responsibility to contact all other Passengers on the Booking about any such change.

#### **PASSENGERS WHOSE FLIGHT IS CANCELLED, SHALL HAVE THE CHOICE OF EITHER:**

Re-routing, under comparable transport conditions, to the final destination of the ticket purchased at the earliest opportunity or defer to a later flight date with IPS Airways at passenger's convenience, subject to availability; **or**

A full-refund payable to the person who purchased the ticket. This applies to the part or parts of the journey **NOT** flown.

If your flight is delayed for five hours or more, the purchaser of your ticket is entitled to a refund for the part or parts of the journey not flown.

The provisions governing cancellations, delays and denied boarding are set out in the Convention and (where applicable) APR 2019 or Regulation EU261. Nothing in these Terms affects your rights under such Applicable Law. Please also see section 19 in relation to APR 2019 and Regulation EU261 claims procedures.

#### **HOW TO CLAIM**

If you booked through a travel agent or tour operator, please contact them directly for assistance with the processing.

If you booked directly with IPS Airways, please use our ['Contact Us'](#) page on our website for assistance.

#### **POINT-TO-POINT FLIGHTS**

IPS Airways is a point-to-point carrier and we do not operate connecting or 'through tickets' for our flights or the flights of other carriers.

If you have booked an onward flight with IPS Airways or another carrier, this represents a separate contract of carriage. We do not guarantee or accept liability for missed onward carriage on a subsequent flight. Where you choose to book such an onward flight, you are responsible for ensuring that you comply with all check-in, baggage and travel document requirements for that flight.

We require you to have the right to enter the country of arrival of your flight. We do not take into account any onward flight you may have (even if there is an airside transfer route at that arrival airport).

## **LIABILITY**

These Terms govern our liability to you. The liability of any third-party carrier on whose ticket or booking you are travelling will be determined by that other carrier's own conditions of carriage.

### **Our liability to you governed by the Convention**

Our liability in relation to your carriage by us is governed by the rules and limitations under the Convention, unless such carriage is not international carriage to which the Convention applies, in which case any other Applicable Law shall apply.

#### Passenger death or injury

Under the Convention, we shall be liable to you in the event of an accident resulting in your death or other bodily injury whilst on board an aircraft operated by us.

The amount of damages payable by us for death or bodily injury is not subject to any financial limit, except that where the Convention applies and if proven damages exceed 113,100 Special Drawing Rights, we can exclude liability if we prove that either such damage was not due to our negligence or other wrongful act or omission or that of our servants or agents, or that such damage was solely due to the negligence or other wrongful act or omission of a third party.

If we prove that the damage was caused, or contributed to, by the negligence or other wrongful act or omission of the deceased or injured Passenger, we may be exonerated wholly or in part from our liability in accordance with Applicable Law.

We shall without delay, and in any event no later than 15 days after the identity of the natural person(s) entitled to compensation has been established (by a court or otherwise), make such advance payments as may be required to meet the immediate economic needs of that person on a basis proportional to the hardship suffered. In the event of death, the advance payment will not be less than the equivalent of 16,000 Special Drawing Rights per Passenger.

Any advance payment paid shall not be construed as an admission of liability by us and is made without prejudice to any defence which we are entitled to assert; may be offset against any subsequent sums payable on the basis of us being held liable; is not returnable unless we subsequently prove that: (1) the damage was caused, or contributed to, by the negligence or other wrongful act or omission of the deceased or injured Passenger; or (2) the person who received the advance payment caused, or contributed to, the damage by negligence or other wrongful act or omission; or (3) the person who received the payment was not the person entitled to compensation.

Save to the extent that Applicable Law may otherwise provide, where any advance payment paid, or any part thereof, is returnable to us, the person who received the payment concerned shall make the repayment to us immediately upon the relevant proof being established (in a court or otherwise), together with interest calculated from the date of receipt of the payment by that person until the date of repayment to us, at the then current judgment rate applicable in the court having jurisdiction.

## **PASSENGER DELAY**

Under the Convention, our liability for damage caused to a Passenger by delay is limited to 4694 Special Drawing Rights. We shall not be liable to you if we took all reasonable measures to avoid the damage or it was impossible to take such measures.

## **DAMAGE TO BAGGAGE**

We are not liable for any damage to your Cabin Baggage except to the extent the damage resulted from our fault. In respect of Hold Baggage, we shall be liable to you for its destruction, loss or damage during the time it was in our charge and to the extent that damage did not result from the inherent defect, quality or vice of the Baggage.

We shall not be liable to you for damage due to over-packing or for normal wear and tear of Baggage such as small scratches, scuffs, dents and cuts, or other damage which does not prevent you from using the Baggage.

Our liability to you for loss or damage to Baggage, including loss or damage caused by delay, is limited to 1,288 Special Drawing Rights per Passenger, unless it is proven that the damage resulted from the act or omission of us or our agents and was done either: with intent to cause damage; or recklessly and with knowledge that damage would probably result, and you prove that our employees or agents were acting within the scope of their employment. Special Drawing Rights shall be converted into the appropriate national currency as at the date of judgment or settlement.

We are not liable in any event in respect of loss or damage to Baggage which is not permitted to be carried under these Terms (including our Dangerous Goods Policy) or for any fragile, valuable, perishable articles or articles not packed in suitable containers that have been packed in your Baggage contrary to the requirements.

## **GENERAL**

Other than as specified in these Terms, we are liable to you only for compensatory damages which you are entitled to recover for proven losses and costs under the Convention.

We are not liable for damage arising from our compliance with any Applicable Law, or from your failure to comply with the same. In the event of any claim for damage, delay or loss, we may make use of all defences of contributory negligence applicable under the Convention.

Any exclusion or limitation of our liability shall apply to and be for the benefit of our agents, employees and representatives and any person/entity whose aircraft is used by us and such person's/entity's agents, employees and representatives to the same extent as they apply to us. The aggregate amount recoverable from us and from such agents, employees, representatives and person/entity and such person's/entity's agents, employees and representatives shall not exceed the amount of our limit of liability, if any.

We shall not be liable for indirect or consequential damages of any nature whatsoever and howsoever arising. Unless expressly provided in these Terms, nothing shall waive any exclusion or limitation of our liability under the Convention or other Applicable Law and to the extent consistent with the Convention, in no event will our obligations exceed any liability specified in these Terms.

Nothing in these Terms excludes or limits, or intends to exclude or limit: (a) liability for death or personal injury caused by our negligence or (b) liability for our fraud or fraudulent misrepresentation; or (c) liability that cannot be excluded or limited by Applicable Law.

## **TRAVEL INSURANCE AND INSOLVENCY PROTECTION**

As our liability is limited, it is essential to ensure that you have sufficient insurance coverage for your entire journey, encompassing the value of your baggage and its contents, as well as any potential medical risks. Please refer to our travel insurance webpage for further information.

## **CLAIMS PROCEDURES**

Personal Injury or Death claims

If:

you have a claim for personal injury; or

your personal representative has a claim for your death,

you or your personal representative, as applicable, should tell us in writing as soon as possible.

## **BAGGAGE CLAIMS**

If your Baggage is damaged, lost or delayed during a flight, you must advise a member of our Ground Crew at the arrival airport as soon as you are aware that it has been damaged, lost or delayed.

If you receive your Baggage without making a complaint, this will be reasonable evidence that the Baggage was delivered in good condition and according to these Terms, unless you prove otherwise. In case of Baggage loss, we will settle all claims within 21 working days from the date of arrival.

## **LIMITATION OF CLAIMS**

Any action in court to claim damages and/or compensation under a Convention must be brought within two years of the date of arrival of the aircraft at its destination, or the date on which the aircraft was scheduled to have arrived, or the date on which your carriage by IPS Airways ceased. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

For claims under APR 2019 and Regulation EU261, the limitation period is determined by the law of the court where the case is heard. In England and Wales, this is six years from the date of the relevant flight.

## **CUSTOMER COMPLAINTS PROCEDURE**

For complaints, please write to us at:

IPS Airways Limited  
Complaints Department  
Sovereign Court  
635 Sipson Road  
West Drayton  
UB7 0JE

### Alternative Dispute Resolution (ADR)

IPS Airways Limited is a member of CEDR (ADR Service Provider). Please use <https://www.cedr.com/submit-a-complaint/>

## **ASSIGNMENT**

You may assign any right to compensation, damages or refund you may have against us only where the right is assigned to:

natural persons who are registered as Passengers on your Booking; and/or

if you are a member of a travel group, to other Passengers of that travel group; and/or

if the Passenger is a minor or otherwise not legally competent, to that Passenger's legal guardian(s); and/or

assignment or subrogation of the claim is required by Applicable Law.

Except as set out above, you agree not to assign any right to compensation, damages or refund against us and that any other assignment shall be invalid.

## **DATA PROTECTION**

We control the ways and the purposes for which your personal data is processed by us and we are the "controller" for the purposes of the data protection laws that apply to us, including EU Regulation 2016/679 (General Data Protection Regulation or GDPR).

We process your personal data in accordance with our Privacy Policy. For more information on the personal data that we collect about you, how we protect it, how and why we process it, who we disclose it to and what your data protection rights are, see our full Privacy Policy.

Please ensure that the contact details of the Booker and any Passengers provided to us are correct, and update them us immediately if they change. You can do this via our website.

## **CHOICE OF LAW AND JURISDICTION**

Choice of law

You and we agree that your contract of carriage with us and these Terms are governed by the laws of England and Wales.

The choice of law shall not affect those provisions from which it is not possible to derogate by agreement, for example to the extent applicable, the Conventions, APR 2019 or Regulation EU261 (see "Definitions" below).

### **Jurisdiction**

Except as otherwise provided by applicable law:

The English courts shall have non-exclusive jurisdiction in any contractual or non-contractual dispute arising out of or in connection with this agreement including, without limitation, the formation, validity and termination of this agreement.

## DEFINITIONS

The following terms shall have the following meanings when used in these Terms:

"Accompanying Adult" means an adult Passenger of at least 16 years of age who is on the same Booking as an Infant or Child and accompanies them on a flight;

"Additional Services" means services we offer other than our flight services;

"Advanced Passenger Information" means additional information (including your travel document details) to be provided as part of the check-in process, which we are required by law to pass onto government authorities prior to your travel;

"Agent" means a third party who provides a service to passengers to book IPS Airways flights on their behalf, such as travel agents, tour operators or corporate booking tools;

"Airport Authority" means the owner and/or operator of an airport at which we operate flights from;

"Applicable Law" means all laws, statutes, regulations, bye-laws, mandatory codes of conduct and mandatory guidelines, including the Convention, applicable to the Booking, your travel with us and any other services we provide to you under these Terms;

"APR 2019" means the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019;

"Baggage" means your personal property accompanying you on your trip, including Cabin Baggage and Hold Baggage;

"Baggage Receipt" means a document issued by us to identify each piece of your Hold Baggage;

"Booking" means a booking for one or more IPS Airways flights (with any Additional Services if applicable) which is accepted by us.

"Booking Reference" means the alphanumeric locator we issue to the Booker to confirm and identify each Booking;

"Booker" means an adult of at least 18 years of age who makes a Booking on behalf of all Passengers in that Booking;

"Booking Confirmation" means the confirmation page and/or email from IPS Airways to the Booker which includes your Booking Reference and sets out the details of your Booking and any special terms and conditions applicable to your Booking;



"Cabin Baggage" means any Baggage you take with you on board your flight (including items such as handbags, briefcases and laptop bags) and which is not Hold Baggage (if we check any of your Baggage into the aircraft hold at check-in or at the gate, it becomes Hold Baggage);

"Closing Time" means the relevant check-in, or gate closing time for your flight, as shown in your Booking Confirmation.

"Companion" means a Passenger of at least 16 years of age who in the event of an emergency is physically able to assist a Passenger who requires special assistance;

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

a) the Warsaw Convention 1929;

b) the Warsaw Convention as amended at The Hague on 28 September 1955;

c) the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal (1975); and

d) the Montreal Convention (1999),

as supplemented by the Guadalajara Convention (1961) where applicable;

"Crew" means our cabin and/or flight crew who operate our flights;

"Customer Services Team" means IPS Airways' customer services phone and web team, the details of which are set on our Contact Us page;

"Government Tax" means Air Passenger Duty in the United Kingdom and/or equivalent passenger tax levied by government in certain jurisdictions which we are obliged to pay in respect of your flight, as listed in Fees and Charges;

"Ground Crew" means a member of ground and/or airport staff or an agent acting on our behalf;

"Hold Baggage" means Baggage of which we take custody for stowage in the aircraft hold and for which we have issued a Baggage Receipt;

"Passenger(s)" means any person or persons on a Booking carried or to be carried on an IPS Airways flight (other than members of Crew);

"Regulation EU261" means Regulation (EC) No 261/2004 of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights;

"Special Drawing Rights " means an international monetary unit of account fixed by the International Monetary Fund;

"Ticket" - either a document called 'Passenger ticket and baggage check' or an electronic ticket, which we or our authorised agents have issued to you; and

"Website " means ipsairways.co.uk

"USC" – Means Universal Sky Carrier, the carrier for your flight.