

# **Conditions of Carriage For Passengers & Baggage**

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**Revision 54**

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## Virgin Atlantic Airways Limited - Conditions of Carriage

### 1 WHAT PARTICULAR EXPRESSIONS MEAN

In these Conditions of Carriage we use particular expressions to mean certain things. These are:

**"We", "our", and "us"** means Virgin Atlantic Airways Limited.

**"You", "your" and "yourself"** means any person, except members of the crew, who has a Ticket for travel and has been carried or is to be carried in an aircraft (See also definition for "Passenger"). In relation to refunds, it means, the person who paid for the ticket. In relation to Young Persons Travelling Alone, it includes parents or guardians.

**"Airline Designator Code"** means the two or three characters which identify an air carrier. Our Airline Designator Code is "VS".

**"Applicable Conditions"** includes:

- a) the Tariff which applies to your Ticket; and
- b) regulations, policies and conditions applied by us from time to time (or the carrier operating your flight under a Codeshare) as set out in our website [www.virginatlantic.com](http://www.virginatlantic.com) or on the website of the carrier operating your flight

**"Assistance Dog"** means a dog which has been:

- trained in the UK by a prescribed charity registered as a member of Assistance Dogs (UK); or
- trained in any other country by a prescribed charity affiliated to the International Guide Dog Federation, Assistance Dogs International or Assistance Dogs Europe; or
- trained by another organisation meeting the same standards as above,

to assist you if you have a disability.

**"Authorised Agent"** means a passenger sales agent appointed by us to represent us in the sale of flights operated by us.

**"Baggage"** means your Checked Baggage, Hand Baggage or any other personal property accompanying you on board the flight.

**"Baggage Identification Tag"** means a document given to you, to identify each piece of your Checked Baggage.

**"Checked Baggage"** means your Baggage which we have taken into our custody, which travels in the hold of the aircraft and for which we issue a Baggage Identification Tag.

**"Check-in Deadline"** means the deadline set by us, or the carrier operating your flight, by which you must have completed check-in and received your boarding pass.

**"Codeshare"** means an arrangement whereby a flight that bears our Airline Designator Code ("VS") is operated by another carrier on our behalf.

**"Conditions of Carriage"** means these conditions of carriage.

**"Conjunction Ticket"** means a Ticket we have issued to you in connection with another Ticket, which together, make a single contract of carriage.

**"Connecting Flight"** means a subsequent flight providing onward travel on the same Ticket or a Conjunction Ticket.

**"Contract"** means your contract of carriage with us, which includes:

- (a) these Conditions of Carriage;
- (b) the Tariff which applies to your Ticket;
- (c) regulations, policies and conditions applied by us from time to time (or the airline operating your flight under a Codeshare) as set out on our website [www.virginatlantic.com](http://www.virginatlantic.com) or on the website of the airline operating your flight;
- (d) in the case of parents or legal guardians of YPTA, the contents of the signed Parent/Legal Guardian Consent Form.

**"Damage"** means:

- (a) death or wounding of, or bodily injury to, a Passenger; or
- (b) loss, partial loss, theft of, damage or destruction of Baggage.

**"Delay"** means:

- (a) a delay in your arrival at your final destination airport as shown on your Ticket; or
- (b) a delay in the arrival of your Baggage at your final destination airport as shown on your Ticket.

**"Days"** mean all seven days of every week. Where a notification within a certain number of days is needed, the day a notice is sent will not be counted. Where the validity of a Ticket is being worked out, the day it was issued or flight departed will not be counted.

**"Denied Boarding"** means you are not allowed to board a flight for which you have a valid Ticket.

**"Event Beyond Your Control"** means an unusual and unforeseeable circumstance outside your control and the consequences of which you could not have avoided (even if you had taken all due care). The following circumstances (amongst others) will not be considered an Event Beyond your Control:

- a pre-existing medical condition which you knew or should have known about when your Ticket was issued;
- failing to leave enough time between the scheduled times of Connecting Flights;
- a commitment relating to your employment, business or personal life; and
- not having correct and valid travel documents.

**"Government Scheme Costs"** means costs arising from our participation in a government mandated scheme (for example, the emissions trading scheme).

**"Ground Services"** means services provided by us or a third party on our behalf on the ground, including, amongst other things: chauffeur driven car service, check-in service and clubhouses.

**"Hand Baggage"** means the baggage and personal property you take with you in the cabin on your flight.

**"Linked Travel Arrangements"** means a linked travel arrangement as defined in Regulation 2 of the Package Travel and Linked Travel Arrangements Regulations 2018.

**"Montreal Convention"** means the Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Montreal, 28 May 1999.

**"Package Holiday"** means a **"package"** as defined in:

- Regulation 2 of the Package Travel, Package Holidays and Package Tours Regulations 1992, if you booked your holiday before 1<sup>st</sup> July 2018;
- Regulation 2 of the Package Travel and Linked Travel Arrangements Regulations 2018, if you booked your holiday on or after 1<sup>st</sup> July 2018.

**"Package Travel Regulations"** means:

- the Package Travel, Package Holidays and Package Tours Regulations 1992, as amended, if you booked your holiday before 01 July 2018; or
- the Package Travel and Linked Travel Arrangements Regulations 2018 as amended, if you booked your holiday on or after 1<sup>st</sup> July 2018.

**"Passenger"** means a person who has a Ticket who is carried or is to be carried on an aircraft. It does not include a member of operating crew (see also definition for "you" and "your").

**"Parent/Legal Guardian Consent Form"** means the consent form for parents or legal guardians of Young Person(s) Travelling Alone contained on our website and updated from time to time.

**"Regulation 2027/97"** means Regulation (EC) 2027/97 on Air Carrier Liability in the event of accidents as amended by Regulation (EC) 889/02.

**"Regulation 261/2004"** means Regulation (EC) No. 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91.

**"Special Drawing Right"** and **"SDR"** means the currency that is the official unit of exchange of the International Monetary Fund.

**"Stopover"** means a scheduled stop on your journey between the departure airport and the final destination airport, as shown on your itinerary or Ticket.

**"Tariff"** means the fares, charges, fare rules and related conditions of an airline filed (where required) with the appropriate authorities.

**"Ticket"** means an electronic ticket for a confirmed reservation which has been issued by us or an Authorised Agent, and which entitles the named Passenger to travel on the flight(s) identified on it.

**"Young Person Travelling Alone"** or **"YPTA"** means a Passenger who is aged 14 and 15 years old on the date of the first flight, who is not accompanied on the same flight by another Passenger who is at least 18 years of age.

**"Warsaw Convention"** means whichever of the following (if any) that apply to your Ticket:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961).

## **2 YOUR CONTRACT WITH US**

- 2.1 These Conditions of Carriage will apply to any flight operated by us and to any other case where we have a legal liability to you, together with other Applicable Conditions.
- 2.2 Some flights will be operated by a third-party carrier under a Codeshare agreement. This means that despite holding a booking with us and your Ticket showing our Airline Designator Code, your flight will be operated by a Codeshare partner. We will let you know whether your flight will be operated by us or a Codeshare partner at the time you make your booking.
- 2.3 If we issue a ticket for you to be carried on another carrier, we do so only as agent for that carrier and that carrier's conditions of carriage will apply to your journey with them (unless it is a flight operated by a Codeshare partner). If your flight is operated by another airline under a Codeshare please also read Article 20.
- 2.4 These Conditions of Carriage will apply to any flight operated by us under a charter agreement, if they have been included by reference in your Ticket or the charter agreement.
- 2.5 If your Package Holiday includes a flight with us, your contract remains with the organiser of your Package Holiday. These Conditions of Carriage are incorporated into your contract with your Package Holiday organiser and will apply to your flight in addition to the terms and conditions imposed by the Package Holiday organiser. Any refund requests or changes to your ticket will be dealt with by the company providing your Package Holiday, not us.
- 2.6 When these Conditions of Carriage may not apply
- 2.6.1 If any part of these Conditions of Carriage is inconsistent with our Tariffs or any applicable law, the Tariff and/or applicable law will apply.
- 2.6.2 If any part of these Conditions of Carriage is invalid under any applicable law, the other parts will remain valid.

## **3 OUR DETAILS**

- 3.1 Our name may be abbreviated to our Airline Designator Code which is "VS".
- 3.2 Our address is: The VHQ, Fleming Way, Crawley, West Sussex, RH10 9DF, England.

- 3.3 Details of how to contact us can be found at  
<https://www.virginatlantic.com/gb/en/help-centre.html>

#### **4 HOW WE HANDLE YOUR PERSONAL DATA AND INFORMATION**

We will collect, use, store and transfer your personal information in accordance with our Privacy Policy, which can be found at  
<https://www.virginatlantic.com/gb/en/footer/privacy-policy.html>

#### **5 FARES, TAXES, FEES, CHARGES, GOVERNMENT SCHEME COSTS AND SURCHARGES**

##### 5.1 Fares

The fare for your Ticket will be calculated by us or our Authorised Agent in accordance with the applicable Tariff available at the time you book. Some fares have conditions attached to them which limit or prevent any amendments or cancellation. See Articles 6 and 7.

##### 5.2 If we got the price wrong

- (a) We try to make sure that all our fares are displayed correctly. Sometimes mistakes are made and incorrect fares are displayed. If you book a Ticket based on an incorrect fare, we will give you the option to either:
  - (i) pay the difference between what you paid and the correct fare; or
  - (ii) cancel your Ticket and receive a full refund.
- (b) Where it was not reasonably obvious at the time of booking that the fare was incorrect and you have requested a refund, any reasonable, non-refundable out-of-pocket expenses incurred by you after you bought the Ticket may also be refunded. You must give us receipts or other documents showing the costs, purchase date and proof that they are non-refundable.
- (c) We will not reimburse any out-of-pocket expenses incurred where it was reasonably obvious that the fare displayed was incorrect.
- (d) The cancellation and refund of mistaken fares for flights to/from the U.S. will be made in strict compliance with any U.S. Department of Transportation requirement.
- (e) The provisions of sub-clauses 5.2 (a) – (c) inclusive do not apply to the extent they conflict with any applicable laws.

##### 5.3 Taxes, fees, charges and Government Scheme Costs

- (a) Included in the price of your Ticket is the fare, any surcharges, fees, charges, taxes and Government Scheme Costs applicable at the time that you made your booking. When you buy a Ticket, we will tell you the amounts for all these items and they are shown separately on your Ticket.
- (b) If any government-imposed taxes, fees, charges or Government Scheme Costs are imposed or increased after you have made your booking, but before you have started your journey, we may require you to pay for any increase. If any of these items are abolished or reduced after you have made your booking, but before you have started your journey, you may claim a refund of such amount from us, less a reasonable service charge. See  
<https://www.virginatlantic.com/refunds/>.

- (c) If any surcharges, fees or charges (other than those imposed introduced by a government) are introduced, increased or decreased after you have made your booking but before you have started your journey, these will not be passed to you or refunded.
- (d) Some airports charge local taxes, fees or charges upon arrival or departure. These may not be included in the price of your ticket and, as such, should be paid locally.

#### 5.4 Surcharges

- (a) We may add our own surcharges to your fare and you will be required to pay for them at the time of booking. We will tell you the amount of all these surcharges and they will be shown separately on your Ticket.
- (b) If we increase any of our surcharges after you have paid for your Ticket in full, you will not have to pay the increase.

#### 5.5 Credit card charges

If you are using a credit card to pay for your Ticket, a fee might be payable. We will let you know if any fees are payable at the time of booking, as they can change from time to time.

#### 5.6 Currency

You must pay the full amount for your Ticket in the currency of the country in which your Ticket has been issued, unless we, or our Authorised Agent, agree otherwise.

### **6 YOUR TICKET, ITINERARY AND MISSING YOUR FLIGHT**

#### 6.1 What your Ticket covers

Your Ticket is for flights between your departure and final destination airports (via any Stopovers). It does not include ground transportation between airports and between the airport and town terminals.

#### 6.2 Name on the Ticket

The name on your booking, Ticket and passport must be identical.

#### 6.3 Payment for Ticket

If you have not paid for your Ticket in full by the deadline that we or our Authorised Agent have set, we may cancel your reservation.

#### 6.4 Validity of Ticket

Unless provided otherwise on the Ticket, these Conditions of Carriage or any applicable Tariffs, a Ticket is valid for one year from the date of issue or one year from the date of first travel under the Ticket (where the first travel took place within one year from the date of issue).

#### 6.5 Taking your flights in the right sequence

- (a) Your Ticket is only valid for travel from the departure airport to the final destination airport (via any Stopover) in the agreed sequence. The price you paid is based on our Tariff and the sequence of flights you have booked. Therefore, you must take all flights in the sequence set out in your Ticket and not miss out flights on the journey.

- (b) If you do not take your flights in the agreed sequence (including missing out a flight), your Ticket may not be honoured and may not be valid and we may cancel any onward or return journeys.
- (c) If you do not want to take your flights in the agreed sequence (including missing out a flight), please contact us (<https://flywith.virginatlantic.com/gb/en/contact-us.html>) or an Authorised Agent (if your flights were booked through one) as soon as possible in advance of your journey to discuss your options. Your options will depend on the Ticket type and the applicable Tariff. You may not be able to make any changes to your booking, or you may be required to pay the difference between the price paid for the Ticket and the price of the changed sequence, as well as a change fee. The change fee varies according to the Ticket type and the applicable Tariff and this will be advised to you when you contact us or an Authorised Agent (if you booked through one).
- (d) If you are unable to take your flights in the agreed sequence due to a legitimate change in circumstances (including an Event Beyond Your Control) and you contact us in advance of your journey, we will honour any onward or return journeys if you provide us with proof (to our reasonable satisfaction) of such a change and you will not be required to pay any additional charges.

#### 6.6 If you do not show up for your flight

- (a) If you miss your flight for any reason you must still go to the airport on the day of departure and present yourself to our airport staff. Our staff at the airport will book you onto the next available Virgin Atlantic flight at no extra charge and will not cancel your return or onward journeys. You may be charged extra if:
  - (i) you elect to travel on a Virgin Atlantic flight to an alternative destination;
  - (ii) you elect to travel on a flight operated by another carrier; or
  - (iii) you elect to travel in a seat that is in a higher booking class than the one you paid for.
- (b) If you do not show up for your flight and do not present yourself to airport staff on the scheduled day of departure, your Ticket may not be valid, may not be honoured and we may cancel your return or onward flights.
- (c) If you still wish to take your return or onward flights then you must contact us or an Authorised Agent (if your Ticket was booked through one), as soon as possible to discuss your options.
- (d) We will honour your return or onward flights (including reinstating these flights if they have already been cancelled, subject to availability in the same booking class) only if:
  - (i) this is permitted by the Tariff that applies to your Ticket and you pay any increased fare, taxes, fees for your revised itinerary and the applicable change fee (which is dependent on your Ticket type and applicable Tariff); or
  - (ii) you were prevented from showing up for your flight due to a legitimate change in circumstance (including an Event Beyond Your Control) and you provide us with proof (to our reasonable satisfaction) of such an

event. If you provide us with this proof then you will not be required to pay any additional charges.

- (e) You should take out appropriate travel insurance to protect you in the event that you miss your flight and have any onward or return journeys cancelled by us. See also Article 10 for refunds.

6.7 You should only make a booking for a Ticket or ancillary product directly with us or through an Authorised Agent. We will have no liability to you if you incur any losses as a result of making a booking with a third party that is not an Authorised Agent.

## **7. MAKING A CHANGE TO YOUR BOOKING**

### **7.1 Correcting a name**

- (a) Your name must be identical on your booking, Ticket and passport. If a mistake has been made and this is not the case, you must correct it at least two (2) hours before your scheduled departure time.
- (b) You can correct the name on your booking and Ticket by contacting us or the Authorised Agent that made your booking.
- (c) You can get more information on name changes and making a correction by visiting: <http://www.virginatlantic.com/global/en/help-centre/making-name-changes.html>.

### **7.2 Changing your itinerary in advance**

- (a) You will only be allowed to change your itinerary if this is permitted by the Tariff that applies to your Ticket. We or our Authorised Agent (if your Ticket is booked through one) will notify you of these when you book. If you need flexibility with your itinerary, you should make sure that the fare conditions of your Ticket suit your needs. We suggest that you have appropriate travel insurance if they do not.
- (b) Some changes to your itinerary, (for example, the date or route, if you don't take the first flight on your Ticket or if you do not take flights in the agreed sequence) may not be possible at all or may result in a price change. We will let you know if you can make a change and if there is an additional fee or refund when you contact us. We may also charge a change fee for itinerary changes (the amount of which is dependent on the Tariff that applies to your Ticket).
- (c) If you need to change your itinerary by not taking flights in the agreed sequences please also refer to Article 6.

### **7.3 Transferring your Ticket**

- (a) If you are the Passenger named on the Ticket, only you can travel on it.
- (b) You cannot transfer your Ticket to someone else, unless your flight was bought as part of a Package Holiday.
- (c) If your flight is part of a Package Holiday you may transfer your Ticket if:
  - (i) you meet the terms of your contract with the Package Holiday provider;

- (ii) you can prove to us (or our Authorised Agents) that you have complied with the requirements of the Package Travel Regulations relating to transferring your Ticket;
- (iii) you give us (or our Authorised Agents) reasonable notice, before your date of departure, of your intention to transfer the Ticket;
- (iv) you give us (or our Authorised Agents) the full name, address, contact number and any other details we reasonably request, of the person you want to transfer to Ticket to;
- (v) you pay us (or our Authorised Agents) a reasonable administration fee for issuing the new Ticket.

#### 7.4 Cancelling your reservation

You will need to contact us if you want to cancel your reservation. Any refunds will depend on the type of Ticket you hold and the fare conditions that apply to your Ticket. See Article 10 for more information.

#### 7.5 Extending the period of validity of a Ticket for illness

- (a) If, after you have started your journey:
  - (i) you, unexpectedly become ill and this stops you travelling on your next flight during the period of validity of your Ticket; and
  - (ii) you want to extend the period of validity of your Ticket so you can continue your journey,

we may extend the period of validity of your Ticket until a seat in the class of service for which you hold a Ticket becomes available after the date when you are fit to travel.
- (b) If you want to have the validity of your Ticket extended in accordance with this Article, you must provide us with an official medical certificate confirming your illness and stating when you will be fit to travel.
- (c) If the journeys remaining in your Ticket involve one or more Stopover, the period of validity may be extended up to a maximum of 90 Days from the date you are certified as medically fit to travel. We will extend the period of validity of the Tickets, for a similar period, of other members of your immediate family that are travelling with you when you fell ill.
- (d) If you are accompanying a Passenger who dies during the itinerary, we may change your Ticket by waiving any minimum stay conditions or extending the period of validity.
- (e) If after you have begun your itinerary a member of your immediate family dies, we may change your Ticket, and the Ticket(s) of any immediate family travelling with you, by waiving any minimum stay conditions or extending the period of validity.

- (f) We will only change your Ticket under Article (d) and Article (e) if you provide us with a valid death certificate. We will not extend the period of validity beyond forty-five (45) Days from the date of death.

- 7.6 If you are unable to travel due to an Event Beyond Your Control and you provide us with proof of such an event (to our reasonable satisfaction), you may rebook onto another flight on a different date or to a different destination. There may be additional charges to pay if there is a difference in fare, carrier imposed charges and surcharges, taxes, fees and charges. These will be advised to you at the time of rebooking. We will not deduct an administration fee to do this.

## **8. IF SOMEONE ELSE PAID FOR YOUR TICKET**

- 8.1 If your Ticket was paid for by someone else, we will process your reservation on the understanding that such person has your full authority to act as your agent in respect of all aspects of your reservation (including cancellation and making any changes).

- 8.2 If you want to stop or restrict that person's authority, you must notify us <https://www.virginatlantic.com/gb/en/help-centre.html>.

- 8.3 Unless applicable laws require otherwise, we only make refunds to the person who paid for your Ticket. See Article 10.4 for more information.

## **9. TRAVEL DOCUMENTS, ENTRY REQUIREMENTS, CUSTOMS, SECURITY AND SCREENING**

- 9.1 You must:

- (a) check and observe the entry requirements for any country you are visiting;
- (b) make sure you have and present to us a valid passport, all required travel documents, visas, health certificates, fitness to fly evidence, a signed Parent/Legal Guardian Consent Form (if applicable), and other documents or requirements you need for your journey. You must allow us to make and keep copies of these or allow us (if asked) to safely deposit them with a member of crew until the end of the flight;
- (c) comply with all laws, regulations, orders, demands, policies and other requirements (including those relating to health mitigation) of any country you fly from, to and transit through.
- (d) have a passport that is in good condition (meaning it does not have missing or badly torn pages, holes, stains, material alterations, mutilations, evidence that the laminate is lifted enough to allow possible substitution of the photo or any other damage that affects the integrity of the passport and/or the identification of the holder, such as the name, date of birth, citizenship and document number),

and we will not be liable to you if you fail to do so.

- 9.2 If you do not comply with any laws, regulations, orders, demands or other travel requirements (including entry, exit and transit and health requirements) and are refused entry to a country, you must reimburse us for:

- (a) any fine, penalty or charge imposed on us by the government concerned;
- (b) any detention costs we are charged;
- (c) the price for transporting you back to your departure airport; and

- (d) any other costs we incur.

We may deduct any amount you owe to us arising from the above against any amount we owe to you. We will not refund the fare for carrying you to the destination where you were denied entry.

### 9.3 Customs, security inspections and screening

- (a) You must allow us, government officials, enforcement agencies, airport officials, or other carrier providing your journey to carry out security checks on you and your Baggage and a health screening or health examination as needed (including temperature checks).
- (b) You may be required to be present for inspection of your Baggage by customs or other government officials. We are not liable to you for any loss or damage suffered by you during such inspection.

## 10. **REFUNDS**

### 10.1 Refundable Tickets

- (a) Some Tickets are sold at discounted fares and may be partly or completely non-refundable if you cancel your booking. If you need flexibility, make sure you pick a Ticket type which suits your needs.
- (b) If your Ticket is refundable and you have not used any of it, you can ask for a refund of the fare, any carrier imposed charges and surcharges, taxes, fees and charges you have paid.
- (c) If your Ticket is refundable, you have used part of it, and there is no relevant restriction on your Ticket, we will refund the difference between the fare, any carrier imposed charges and surcharges, taxes, fees and charges you have paid and the fare, any carrier imposed charges and surcharges, taxes, fees and charges relating to the unused portion of your Ticket. We will not deduct an administration fee to make this refund. Your booking may also need to be re-fared to reflect the new itinerary – please see Article 7.2 for more information.

### 10.2 Non-refundable Ticket

- (a) If you have bought a non-refundable Ticket, you should take out travel insurance in case you need to cancel.
- (b) If your Ticket is non-refundable and you do not use all or part of it, you can still apply a refund of:
  - (i) taxes;
  - (ii) fees and charges imposed by a government, other authority or airport operator; and
  - (iii) Government Scheme Costs.
- (c) Even if you hold a non-refundable Ticket, we will refund the unused portion if you are entitled to a refund under Regulation 261/2004, 14 CFR Part 260 (for travel to, from or within the United States) other applicable laws or under an express right in these Conditions of Carriage.

- (d) We will deduct an administration fee of no more than £30 per passenger (£3 per infant) from your refund under Article 10.2(b) or 10.2(c) (other than where a refund is mandated under applicable laws or requested under Article 21.(2)).
- (e) We will refund any unused part of a Ticket in the event that a Passenger dies before completing the journey. We will not deduct an administration fee to make this refund.

#### 10.3 Our right to refuse a refund

Subject to applicable laws, even if you have a refundable ticket, or are unable to travel due to an Event beyond your Control, we may refuse a refund if:

- (a) you have asked for a refund after the end of the validity period for your Ticket (see Article 7);
- (b) when you arrived in a country, you presented your Ticket to us, or to government officials, as evidence of your intention to leave that country, unless you prove to us that you have permission to stay in the country or you will leave that country on another airline or another form of transport; or
- (c) we refuse to carry you on a flight for any of the reasons set out in Article 12, Article 13, Article 15 or Article 16.

#### 10.4 General information relating to refunds

- (a) Unless either we agree or applicable laws require us to do otherwise, we will only make a refund to the person who:
  - (i) paid for the Ticket;
  - (ii) has proved to us he or she is the person who paid for the ticket; and
  - (iii) has proved to us that he/she is entitled to the refund.
- (b) We will pay the refund in the same currency that was used to pay for the Ticket, unless we agree otherwise.
- (c) Refunds will only be made if we or our Authorised Agent issued the Ticket and authorised your refund.

### 11. **CHECK-IN AND BOARDING**

#### 11.1 Check-in

- (a) You must give yourself plenty of time to check-in and complete all check-in formalities (including bag drop and getting a boarding pass) by the Check-in Deadline and to get through security.
- (b) Our Check-in Deadline is seventy (70) minutes before your scheduled departure time (unless we tell you otherwise). Check-in Deadlines for other carriers operating your flight can be different and you must familiarise yourself with these before the date of travel.

#### 11.2 Boarding

- (a) You must be at the boarding gate at least thirty (30) minutes before your scheduled departure time, unless you are advised otherwise.

- (b) If your flight is operated by another carrier it may have different deadlines and you will need to check these when you check-in for your flight.
- 11.3 If you have not checked-in (i.e. received your boarding pass for the flight) by the Check-in Deadline or have not arrived at the boarding gate in time, we or the carrier operating your flight may refuse boarding, cancel your reservation or change your seat.
- 11.4 We will not be liable to you for any loss or expense you suffer if you do not meet Check-in Deadlines, do not comply with all check-in formalities or fail to be at the boarding gate on time and you will not receive a refund for the unused flight

## **12. UNACCEPTABLE BEHAVIOUR**

### **12.1 Unacceptable behaviour**

You must not, while you are at the airport or on-board, do any of the following:

- (a) fail to comply with any applicable laws;
  - (b) commit a criminal offence;
  - (c) interfere with the ground staff or crew in carrying out their duties;
  - (d) fail to obey the instructions of ground staff or crew (including those relating to safety, security, alcohol, drugs, smoking, vaping, seat-belts and using electronic equipment, or the taking photographs or videos of ground staff, crew or passengers) or tamper with a smoke detector on-board;
  - (e) consume alcohol that has not been served to you by our crew (including duty free purchases);
  - (f) appear to be under the influence of alcohol or drugs or be in unlawful possession of drugs;
  - (g) make a bomb, hijack or other security threat (even as a joke);
  - (h) threaten to or actually endanger or damage the aircraft or any property in it;
  - (i) threaten, injure, abuse or assault another person;
  - (j) behave in an abusive, threatening, insulting or disorderly manner;
  - (k) behave in a way or otherwise cause discomfort, annoyance, inconvenience, Damage or injury to another person; or
  - (l) destroy your travel documents;
  - (m) fail to obey the instructions of our ground staff or crew relating to measures required to be followed to prevent the spread of infectious disease (including the wearing of face masks).
  - (n) film or photograph any members of crew, ground staff or passengers without their consent.
- 12.2 If we reasonably believe you have behaved in any manner as outlined above we may take any measure we think is reasonable in the circumstances. This may include (amongst other things):

- (a) physically restraining you;
- (b) making you leave or removing you from the aircraft;
- (c) confiscating alcohol, drugs or other items from you;
- (d) refusing to carry you after a Stopover;
- (e) refusing to carry you for the remaining parts of your journey shown on your Ticket;
- (f) refusing to carry you in the future, even if you have a valid Ticket;
- (g) reporting you to the police or an enforcement authority.

12.3 Reimbursing us for the cost of your behaviour

You will be liable to reimburse us any costs we incur because of your unacceptable behaviour, including,

- (a) repairing or replacing property lost, stolen or damaged by you;
- (b) compensating any passenger, crew member or ground staff affected by your behaviour; or
- (c) diverting the aircraft or returning to stand so we can remove you from it.

**13. OUR RIGHT TO REFUSE TO CARRY YOU OR YOUR BAGGAGE**

13.1 Subject to applicable laws, we may refuse to carry you or your Baggage or cancel any Ticket you hold if any of the following has happened, or we reasonably believe may happen:

- (a) you have behaved in an unacceptable manner as set out in Article 12;
- (b) carrying you or your Baggage may put or has put the safety of the aircraft or the health or safety of any person in danger;
- (c) carrying you or your Baggage may affect the comfort of any person in the aircraft;
- (d) your Checked Baggage is not properly and securely packed;
- (e) you or your Baggage have not completed or passed a security inspection or you are carrying a prohibited item (see Article 19.2).
- (f) you have refused to allow a security check to be carried out on you or your Baggage;
- (g) your mental or physical state or health is a danger or risk to you, the aircraft or any person in it;
- (h) you have not provided valid travel documents;
- (i) your passport is damaged beyond normal wear and tear, has missing or badly torn pages, holes, stains, material alterations, mutilations, evidence that the laminate is lifted enough to allow possible substitution of the photo or any other

damage that affects the integrity of the passport and/or the identification of the holder, such as the name, date of birth, citizenship and document number;

- (j) the immigration authority for the country you are travelling to, or country where you have a Stopover, has told us (verbally or in writing) that it has decided not to allow you entry, even if you have valid travel documents;
- (k) you have refused to allow us to copy your travel documents or other information needed to travel;
- (l) you have refused to give your travel documents to ground staff or crew, when asked to do so;
- (m) you have asked the relevant government authorities for permission to enter a country in which you have landed as a transit passenger;
- (n) carrying you would break applicable laws, regulations or orders;
- (o) you have not given us information, requested before your flight, which a government authority has asked us to provide about you, including passenger information;
- (p) you, your agent (other than our Authorised Agent) or your Package Holiday organiser, have not paid the correct fare for your journey, full amount for your Ticket or for any subsequent purchases relating to your travel with us or another carrier;
- (q) you have not paid for goods or services bought from us on the ground or on-board, including duty free goods;
- (r) you have presented a fraudulent, counterfeit, illegally acquired Ticket, a Ticket that was issued or acquired in breach of the rules, terms or conditions of a loyalty or redemption scheme, or a Ticket that you did not buy from, or was not issued by, us or our Authorised Agent;
- (s) you have presented a Ticket which has been reported as lost;
- (t) you have presented a Ticket with a change not made by us or our Authorised Agent;
- (u) you cannot prove you are the person named on the Ticket;
- (v) the name shown on your booking, Ticket and passport are not identical;
- (w) you have not taken flights in the agreed sequence or not shown-up for a flight without our agreement (see Articles 6 and 7);
- (x) you have not completed check-in by the Check-in Deadline or arrived at the boarding gate on time;
- (y) you have refused or failed to undergo health screening or a health examination lawfully requested by us, another carrier performing your flight or by a government or enforcement agency;
- (z) you have, or someone who is responsible for you has, failed to comply with the requirements of Article 16;

- (aa) you, or someone travelling with you for whom you are responsible (for example a minor) is not permitted by law, court order or bail conditions to leave the jurisdiction of the place of departure of the aircraft;
  - (bb) you have presented a fraudulent or counterfeit travel or other document or provided fraudulent or incorrect information needed for your journey;
  - (cc) you have behaved in a way mentioned above on or in connection with a previous flight;
  - (dd) you have behaved in a rude, aggressive, unreasonable or otherwise inappropriate manner, or have caused distress or anxiety, to any of our ground or back-office staff, agents or other people providing services on our behalf;
  - (ee) you have failed to comply with Article 9;
  - (ff) you are under the age of 14 on the date of your first flight and are not accompanied on the same flight by another Passenger who is at least 18 years of age (or you are travelling to or from a jurisdiction that has specific requirements for unaccompanied passengers under the age of 18);
  - (gg) you are a YPTA and the requirements in Article 15 of these Conditions of Carriage have not been met;
  - (hh) your Ticket has been wholly or partially acquired using loyalty or redemption scheme points or miles, where such points or miles have been obtained, redeemed, transferred or otherwise dealt with in breach of any of the relevant loyalty or redemption scheme rules, terms or conditions;
  - (ii) your Ticket, or any ancillary product or service, was acquired, knowingly or unknowingly, through fraud or if your Ticket was booked through a third party that was not an Authorised Agent.
- 13.2 If you are refused boarding because of any of the reasons set out above, you will not be entitled to any rights for denied boarding under Article 21, under Regulation 261/2004 or other applicable laws.
- 13.3 We may refuse to carry you or your Baggage if:
- (a) we have notified you in writing that we would not carry you on our flights after the date of such notice. If you try to travel after such notice, we will refuse to carry you and you will not be entitled to any compensation or other damages;
  - (b) the aircraft's weight limitations or seating capacity prevent carriage of some Passengers and/or Baggage;
  - (c) someone, for whom you are responsible, has behaved or we reasonably believe may behave in any of ways set out in Article 13.1 above.

#### **14. FITNESS TO FLY AND FLYING WITH A MEDICAL CONDITION**

- 14.1 Before you board the aircraft you must be medically fit to fly.
- 14.2 There is no need to have a medical examination, unless you suspect or reasonably ought to know, that you have a medical condition which might be made worse by flying or you would struggle if you could not get medical assistance before the end of

your flight. If you have any doubt at all, you must get professional medical advice before flying.

- 14.3 If you have a health condition but have been advised that you are fit to fly if you take precautions (for example, medication) you must do so before, during and after your flight. You may be asked by us to produce written evidence of your fitness to fly, so make sure you have it with you for your flight.
- 14.4 If you are pregnant please see our policies and procedures at <https://www.virginatlantic.com/gb/en/travel-information/special-flight-requirements/medical-conditions.html>.
- 14.5 If you do not comply with the above requirements, we may:
- (a) refuse you boarding or remove you from the aircraft;
  - (b) refuse to carry you on any future flights, including any that have already been booked;
  - (c) recover from you any costs we incur as a result, such as the cost of diverting the aircraft.
- 14.6 If we have asked for written evidence of your fitness to fly, you (or the specialist repatriation company or other agent acting on your behalf) must make sure that the evidence provided is complete and accurately reflects your current state of health.
- 14.7 If a flight is diverted because of your health and:
- (a) we had accepted you as a passenger based on written evidence that you are fit to fly and such evidence was inaccurate, incomplete, out of date or relevant information was withheld; or
  - (b) you were not fit to fly as required under Article 14.1

then you will be responsible for any costs you incur (including fines, medical and repatriation costs) and we may recover from you any costs we incur as a result.

- 14.8 If there is a medical incident on board involving yourself or someone for whom you are responsible, we may make it condition of any subsequent or future travel that you demonstrate to us that you have adequate travel insurance in place.

## **15. ACCESSIBLE TRAVEL SERVICES**

- 15.1 Carriage of the following passengers is subject to our policies, procedures and applicable laws:
- (a) unaccompanied minors;
  - (b) incapacitated persons;
  - (c) persons with a disability or those with limited mobility;
  - (d) passengers who are pregnant;
  - (e) passengers with an illness; or
  - (f) passengers requiring assistance.

Further information can be found at: <https://www.virginatlantic.com/gb/en/travel-information/special-flight-requirements.html> and <https://help.virginatlantic.com/ng/en/flying-with-children/children-flying-alone.html>.

- 15.2 If you need assistance you should let us know at the time of booking. Airport assistance at some airports is provided by the airport operator and not us. If you need assistance

at the airport, please let us know at least 48 hours before the scheduled departure time of your flight so we can let the airport operator know.

- 15.3 Where we have been told about your disability or special requirements, we will not refuse to carry you on the basis of such disability or special requirements, unless you do not comply with these Conditions of Carriage.
- 15.4 If you require assistance due to a medical condition you must also comply with Article 14.
- 15.5 Young Persons Travelling Alone must have a completed and signed Parent/Legal Guardian Consent Form at all times, and present this when requested, in order to be allowed to fly. More information can be found at:  
<https://help.virginatlantic.com/ng/en/flying-with-children/children-flying-alone.html>

Certain jurisdictions may require government permits and/or permission from a parent or legal guardian or other formalities before a person under the age of 18 can travel alone – be sure to check the requirements before you travel.

## **16. TRAVELLING WITH PETS AND ASSISTANCE DOGS**

- 16.1 If you want us to carry your pet, you must get our agreement before travel. Our policies and procedures for carrying pets can be found at  
<https://help.virginatlantic.com/gb/en/special-assistance/assistance-dogs.html>
- 16.2 You may travel with your Assistance Dog but you must get our agreement before travel. Our policies and procedures for carrying Assistance Dogs can be found at  
<https://help.virginatlantic.com/gb/en/special-assistance/assistance-dogs.html>
- 16.3 If we agree to carry your Assistance Dog we will do so, provided that:
- (a) only Assistance Dogs accompanying disabled passengers can be taken into the aircraft cabin;
  - (b) you must have all necessary health and vaccination certificates, permits and documents for the Assistance Dog for the duration of your journey and we will not be liable to you for any losses you suffer if you fail to do so; and
  - (c) you must repay us any fines, costs, charges, losses or liabilities we incur if you fail to have the correct paperwork.
- 16.4 We can refuse to carry any Assistance Dog:
- (a) for safety reasons;
  - (b) if it appears to us that your Assistance Dog may have a contagious or life-threatening disease;
  - (c) if it could cause the flight to be diverted or operations disrupted;
  - (d) if doing so could contravene the laws of the country of departure, entry or transit.
- 16.5 If you are denied boarding because we have refused to carry your Assistance Dog on the grounds set out above, we will have no liability to you.

- 16.6 We will not be liable for any loss, injury, sickness or death of your pet or Assistance Dog carried unless Regulation 2027/97, the Warsaw Convention or the Montreal Convention applies. If any of these apply, we will rely on any limits of liability available to us.

## **17. AVAILABILITY OF SERVICES AND CLASS OF CABIN**

### **17.1 On-board services (including meals)**

We will try to provide in-flight entertainment, special meals and other in-flight services as advertised. However, these cannot be guaranteed and you should not rely on or take into account any information provided about these when making or amending your booking with us.

### **17.2 Ground services**

We will try to provide the advertised Ground Services but they may not be available for operational reasons. As some of our Ground Services are provided by third parties we cannot guarantee that they will always meet the exact description given and you should not rely on or take into account any information provided about these when making or amending your booking with us.

### **17.3 Seating**

Where you have asked for a particular seat before you travel, we will try to meet your request but we cannot guarantee it. We may need to change your seat, even after you have boarded the aircraft, for operational, safety or security reasons.

### **17.4 Aircraft**

Where we have stated at the time of booking that a particular aircraft will be used for your flight, we will try to make sure your flight is on that aircraft. However, this cannot be guaranteed as we may need to change the aircraft type or model because of operational, safety or security reasons.

### **17.5 Lower class of cabin**

For operational reasons we may need to seat you in a lower class of cabin than the one you booked. If we do, you will be entitled to the remedies set out in Regulation 261/2004 (or remedies under other applicable laws) and these will be your sole remedy.

## **18. ARRANGING ADDITIONAL SERVICES FOR YOU**

- 18.1 If we arrange for a third party to provide any services to you (other than a scheduled flight or Ground Service) such as hotel reservations, car rental or excursion trips, we act only as your agent.

- 18.2 Where we act only as your agent, the terms and conditions of the third party service provider will apply and we will have no liability to you.

## **19. BAGGAGE**

### **19.1 Free baggage allowance**

Your free Baggage allowance (if any) will be set out on your Ticket or on your itinerary and receipt. For more details see <https://www.virginatlantic.com/gb/en/travel-information/baggage-allowance/additional-baggage.html>

- (b) We will only accept additional Baggage if there is space on your flight and we will prioritise the carriage of Checked Baggage that comes within a free baggage allowance.

#### 19.2 Prohibited items

You must not put the following in your Baggage:

- (a) items you are forbidden from carrying by law; or
- (b) items that are unsafe, such as those specified in <https://www.virginatlantic.com/gb/en/travel-information/baggage-allowance/dangerous-articles.html> or which are otherwise unsafe by reason of their nature, weight, size or shape.

If you put any of these items in your Baggage, we may refuse to carry you or your Baggage.

#### 19.3 Fragile, valuable or perishable items

You must not put in your Checked Baggage:

- (a) fragile or perishable items;
- (b) valuable items (such as money, jewellery, precious metals, computers, personal electronic devices) or valuable documents;
- (c) medication or medical equipment you may need in-flight, during your trip or which cannot be quickly replaced if lost or damaged;
- (d) house or car keys.

If you put any of these items in your Checked Baggage and it is then lost or damaged, we will rely on the limits and exclusions of liability and all other protections available to us under Regulation 2027/97, the Warsaw Convention, the Montreal Convention or other applicable laws.

#### 19.4 Carrying special items

Specialist items (such as firearms and ammunition for hunting and sporting purposes) may be accepted as Checked Baggage and be subject to additional regulations. Please see our website for further details

<https://www.virginatlantic.com/gb/en/travel-information/baggage-allowance/dangerous-articles.html>.

#### 19.5 Right to search your Baggage

- (a) For safety and security reasons we may ask to search and scan you, and search, scan or x-ray your Baggage and you must cooperate with this. If you are not available, your Baggage may be searched without you to see if you are carrying any prohibited items or any specialist items that we have not agreed in advance to carry.
- (b) If a search or scan causes Damage to you, or an x-ray or scan causes Damage to your Baggage, we will only be liable if it was caused by our negligence.
- (c) Security authorities in some countries require that Checked Baggage is secured in a way that can be opened without causing damage. You must check whether any such requirements apply to your journey.

#### 19.6 Checked Baggage

- (a) We will give you a Baggage Identification Tag for each piece of your Checked Baggage when you check-in.

- (b) Checked Baggage will be carried on the same aircraft as you unless, for safety, security or operational reasons, we need to carry it on a different flight. If your Checked Baggage is carried on a different flight we will deliver it to you, unless you are required to be present for customs clearance.

#### 19.7 Our liability for Damage to Baggage

- (a) We will not be liable for damage sustained in the case of Damage to Hand Baggage unless it was caused by our negligence or the negligence of our agents.
- (b) We will be liable for damage sustained in the case of Damage to Checked Baggage during any period within which the Checked Baggage was in our charge, unless it was caused or contributed to by your negligence, wrongful act or omission, or the damage resulted from the inherent defect, quality or vice of the baggage. Therefore, you must ensure your Baggage is appropriately packed and the content protected to withstand the rigors of air travel. In addition, you must not carry and we do not agree to accept as Checked Baggage any of the items listed in Article 19.3. If you do, we may be wholly or partly excused from liability.
- (c) Where the Montreal Convention applies our liability for damage sustained in the case of Damage to your Baggage is limited to the equivalent of 1,519 SDRs per Passenger, unless you can prove that the damage was caused by us or our agents in the course of a person's employment/agency:
  - (i) intentionally; or
  - (ii) recklessly and with knowledge that damage would probably result.
- (d) All claims must be supported by documented proof of purchase, including date and price. Depreciation will be deducted.

#### 19.8 Increasing our liability for Baggage

If your Checked Baggage has a greater value than the limit of our liability stated in Article 19.7 and you wish to increase the limit of our liability to you, you must:

- (a) make a special declaration at the check-in desk at the departure airport; and
- (b) pay a supplementary sum to us or the carrier operating your flight. Our charges are:
  - (i) £17.50 (or local currency equivalent) for a higher declared value up to and including £1,750; or
  - (ii) £30 (or local currency equivalent) for a higher declared value up to and including £3,000.

If you have paid a supplementary sum under this Article, our liability will be limited to the maximum of such higher declared value. Your declaration alone does not entitle you to recover the sum declared in the event of loss, Damage or Delay. You can only recover proven losses and Damage.

If the value of your Baggage exceeds the amounts set out above, you should make sure your Baggage is fully insured before travel.

19.9 Damage to Baggage we are not liable for  
We will not be liable for:

- (a) Damage to Baggage resulting from something contained in the Baggage;
- (b) Damage resulting from the inherent defect, quality or vice of the Baggage;
- (c) fair wear and tear of Baggage resulting from the normal rigors of air travel;
- (d) Damage to Baggage that was not in our care or control including, amongst other things, Baggage undergoing security inspections; or
- (e) any damage caused by your Baggage. You remain responsible for any damage caused by your Baggage to any other person or their property, or to our property.

We reserve all rights of recourse and subrogation against all third parties.

19.10 Making a claim for physical Damage to Checked Baggage

If your Checked Baggage, or any item in it, is physically damaged, you must tell our baggage services agents at the airport and complete a Property Irregularity Report. If you don't:

- (a) it will be presumed that your Checked Baggage was delivered in good condition, unless you prove otherwise; and
- (b) you must submit claim to us in writing within seven (7) Days of receiving your Checked Baggage. If you fail to do so, your right to submit a claim or bring a legal action in respect of such damage will be extinguished.

Further details can be found at <https://www.virginatlantic.com/gb/en/help-centre/missing-baggage/claim-for-lost-baggage.html>

If you are claiming for physical damage to Baggage, you must keep and, if asked by us, let us examine it so we can assess the Damage.

19.11 Making a claim for loss of Checked Baggage

- (a) If your Checked Baggage hasn't arrived within twenty one (21) Days from the date it should have been made available to you, then you can submit a claim to us.
- (b) Claims submitted to us must be made in writing. Details can be found at <https://www.virginatlantic.com/gb/en/help-centre/missing-baggage/claim-for-lost-baggage.html>

19.12 Making a claim for loss of an item in your Checked Baggage

If one of your items is missing from your Checked Baggage you must submit a claim in writing within seven (7) Days from the date you received the Checked Baggage. If you

fail to do so, your right to submit a claim or bring a legal action in respect of such loss will be extinguished. Further details can be found at:  
<https://www.virginatlantic.com/gb/en/help-centre/missing-baggage/claim-for-lost-baggage.html>

#### 19.13 Making a claim for Delay to Checked Baggage

- (a) We are not liable for damage occasioned by Delay to Checked Baggage if we or our agents took all reasonable measures to avoid the damage or it was impossible for us or our agents to take such measures.
- (b) Where the Montreal Convention applies our liability for Delay to your Checked Baggage is limited to the equivalent of 1,519 SDRs per Passenger, unless you can prove that the damage was caused by us or our agents in the course of a person's employment/agency:
  - (i) intentionally; or
  - (ii) recklessly and with knowledge that damage would probably result.
- (c) Where applicable law provides that different limits of liability are applicable to Hand Baggage and/or Checked Baggage, such different limits shall apply.
- (d) If your Checked Baggage was Delayed, you must submit a claim to us in writing within twenty one (21) Days from the date it was made available to you. If you fail to do so, your right to submit a claim or bring a legal action in respect of such Delay will be extinguished.

#### 19.14 Processing your Baggage claim

- (a) Your claim to us for compensation for Damage to or Delay of Baggage must either at the point of initial presentation of your claim or as soon as reasonably practicable thereafter be accompanied by an itemised list identifying each affected item by description, manufacturer and age, together with proof of purchase or ownership for all such items.
- (b) Unless you prove otherwise:
  - (i) all Baggage will be considered to be your property;
  - (ii) a particular piece of Checked Baggage or Hand Baggage will not be considered to be the property of more than one passenger; and
  - (iii) Hand Baggage, including personal items, will be considered to be the property of the passenger in possession of the Hand Baggage at the time of embarkation.
- (c) If you wish to claim the cost of replacement of an item which forms part of a claim for compensation for Damage or Delay to Baggage, proof of purchase of all replacement items must accompany your claim.
- (d) For all claims for compensation concerning Baggage, you must provide us with any information we ask for to enable us to assess the eligibility of your claim and the amount payable.
- (e) If you don't comply with the above requirements, it may affect the amount of any compensation you can recover.

19.15 Time limit for bringing a legal action concerning Baggage

- (a) Where you have submitted a claim to us in writing within any time periods specified in Article 19, you will have no right to damages if any legal action for Damage or Delay concerning Baggage is not brought within two (2) years of:
  - (i) the date of arrival at your destination;
  - (ii) the date on which the aircraft should have arrived; or
  - (iii) the date on which the carriage stopped.
- (b) The method of calculating the time-limit for bringing a legal action shall be determined by the law of the court where the case is heard.

19.16 You must collect your Checked Baggage as soon as we have made it available at our arrival destination or Stopover. If it is not collected within a reasonable time, we may charge a storage fee and, if it is not collected within three (3) months from the date we made it available to you, we may dispose of it and have no liability to you.

19.17 Only the person with the relevant Baggage Identification Tag can claim the piece of Checked Baggage. If you claim a piece of Checked Baggage but don't have the issued Baggage Identification Tag, we will only release it to you if you can prove that the Checked Baggage is yours.

**20. SUCCESSIVE CARRIERS, CODESHARE SERVICES & WET LEASE SERVICES**

20.1 Successive carriers

If your Ticket shows that your flights will be performed by us and other airlines or under a Conjunction Ticket, this will be regarded as a single operation for the purposes of Regulation 2027/97, the Warsaw Convention, the Montreal Convention and other applicable laws. Our liability for your carriage in this way will be limited as set out in Article 23.3.

20.2 If you are travelling on a Codeshare flight

- (a) We have Codeshare arrangements with other carriers and these might apply to your journey. If you book directly with us, we will let you know at the time of booking if your flight is to be operated by another carrier under a Codeshare (if known). If you book through an Authorised Agent we will try to make sure they give you this information.
- (b) If you have a flight which is being operated by another carrier under a Codeshare, we will still be responsible for your whole journey, including any Codeshare flight.
- (c) Where your flight is operated by another carrier under a Codeshare, these Conditions of Carriage will apply, but the carrier operating the flight will apply its own rules relating to the operation of the flight. The carrier's conditions of carriage are incorporated by reference and are part of your Contract. Those rules might be different from these Conditions of Carriage and you should read them before you book. You should read all their rules concerning, in particular:
  - (i) check-in time limits;
  - (ii) unaccompanied minors;
  - (iii) carriage of animals;
  - (iv) denied boarding compensation;
  - (v) baggage acceptance; and
  - (vi) refusal of carriage.

- (d) A list of the carriers that operate Codeshare flights for us and a link to their website can be found at:  
<https://www.virginatlantic.com/gb/en/destinations/partner-airlines.html>.
- (e) If you are travelling on a Codeshare flight to or from Canada, the airline operating your flight is obliged to comply with the Canadian Air Passenger Protection Regulations regarding denied boarding. Please refer to the tariffs and/or condition of carriage of the carrier operating your flight.

#### 20.3 Wet Lease Services

Some of our flights are operated under arrangements with other carriers who operate aircraft on our behalf using our name, our livery and our Airline Designator Code (known as a “**wet lease**”). If your flight is planned to be operated in this way, we will let you know at the time of booking (if known) or as soon as it becomes known. These Conditions of Carriage shall apply to your flight.

### 21. **SCHEDULES, FLIGHT DISRUPTION AND DENIED BOARDING**

#### 21.1 Schedules

- (a) The departure and flight times shown in our timetables may change between the date of booking and your date of travel. We do not guarantee a particular departure and flight time and they do not form part of your contract with us.
- (b) Before we accept your booking, we will tell you the scheduled departure time and it will be shown on your Ticket.

#### 21.2 If we change our schedule before you fly

- (a) If, after issuing your Ticket, we change the scheduled departure time, we will notify you if you have given us or our Authorised Agents your contact information. You should check our website before you fly for the most up-to-date flight information.
- (b) If the new scheduled departure time is more than five (5) hours after the previous departure time or less than five (5) hours after the previous departure time but you provide proof (upon request) that the change will cause you to miss a connecting flight or cruise and you had allowed the minimum time to make the connection prescribed by the relevant airport or cruise provider, you will be given the choice between:
  - (i) a refund of the unused portion of your Ticket;
  - (ii) travelling on our nearest available scheduled flight (subject to availability of seats in the same class of service for which you originally purchased your Ticket); or
  - (iii) travelling at a later date. There may be additional charges to pay if there is a difference in fare, carrier imposed charges and surcharges, taxes, fees and charges. These will be advised to you at the time of rebooking.

#### 21.3 Flight disruption

- (a) We take all reasonable measures to avoid disruption to our services (such as cancellations, delays and denied boarding). In order to minimise any disruption

we might arrange for your flight to be operated on another type of aircraft or by another carrier.

- (b) Where your flight that is operated by us is cancelled or delayed by at least five hours, you may choose between:
  - (i) travelling as soon as possible on another of our scheduled flights. Travel is subject to availability of seats in the same class of service for which you originally purchased your Ticket;
  - (ii) travelling at a later date that is convenient to you on another of our scheduled flights. Travel is subject to availability of seats in the same class of service for which you originally purchased your Ticket and the revised travel date must be within the validity period of your Ticket; or
  - (iii) a refund of the unused portion of your Ticket.
- (c) Sometimes, even after taking these measures, your flight may be disrupted and you may be entitled to remedies under Regulation 261/2004 or other applicable laws. Further details and information on how to claim for disruption can be found at:  
<https://www.virginatlantic.com/cn/en/help-centre/flight-disruptions/eu-regulations.html>.
- (d) If you bring a legal action against us for disruption, we may off-set any payment we have already made to you for that disruption under Regulation 261/2004 or other applicable laws.
- (e) If it has been more than six years since the scheduled arrival date of the flight you're claiming for, you won't be able to bring a claim.
- (f) If you are travelling on a Codeshare flight to or from Canada, the airline operating your flight must comply with the Canadian Air Passenger Protection Regulations. Please refer to the tariff and/or conditions of carriage of the carrier operating your flight for more information.

#### 21.4 Making a claim under Regulation 261/2004

- (a) Subject to (b) below, if you wish to make a claim under Regulation 261/2004, you must follow the process below:
  - (i) You must make any claim under Regulation 261/2004 to us directly and allow us 28 Days to respond directly to you before you engage a third party to claim on your behalf. You can submit your claim to us here: <https://www.virginatlantic.com/gb/en/help-centre/flight-disruptions/eu-claims.html>.
  - (ii) If you do not submit your claim to us directly first and allow us 28 Days to respond, we will not process any claim we receive from a third party.
  - (iii) You may submit a claim on behalf of other Passengers listed on your booking or on behalf of a passenger who is a minor or lacks capacity to submit a claim. If you do so, we may ask to see evidence that you have authority to submit the claim on behalf of the Passenger.
  - (iv) Where you have already submitted your claim to us directly first, and we then receive a claim from a third party acting on your behalf relating to

the same event, we may require the third party to provide documentation evidencing they have authority to act on your behalf before we respond.

- (b) Nothing in this Article 21.4 shall prevent you from obtaining legal advice or bringing your claim through a solicitor, barrister or other lawyer/firm properly authorised to provide litigation services – this does not include claims management companies.

#### 21.5 Limits of our liability for Delay in carrying you

- (a) Our liability for damage caused by Delay in carrying you is limited to 6,303 SDRs per Passenger, unless you can prove that the Delay was caused by us or our agents in the course of a person's employment/agency:
  - (i) intentionally; or
  - (ii) recklessly and with knowledge that Delay would probably result.
- (b) We will have no liability for damage caused by Delay, if we can prove that we, our employees or agents took all measures that could reasonably be required to avoid the damage or that it was impossible to take such measures.
- (c) You must prove any damage suffered as a result of a Delay, and provide documentary evidence (for example, receipts) supporting any claim.
- (d) See Article 23.7 for the time limits for bringing a legal action for damages for Delay in carrying you.

#### 21.6 Exclusive rights and remedies

If your flight is delayed, cancelled or you are denied boarding, the rights provided for you in these Conditions of Carriage and any other applicable and mandatory law are your sole and exclusive rights and remedies and we will have no further liability to you.

### **22. TARMAC DELAY CONTINGENCY PLAN**

- 22.1 We have adopted tarmac delay contingency plans for delays at airports in the United States. You can find these on our website at:

<https://help.virginatlantic.com/us/en/flight-disruptions/tarmac-delay-plan.html>

- 22.2 If you are on a Codeshare flight to/from the United States, the tarmac delay contingency plan of the airline that is operating your flight will apply.

### **23. OUR LIABILITY TO YOU AND MAKING A CLAIM**

#### 23.1 How our liability will be determined

Our liability (and the liability of each carrier involved in your journey) will be determined by:

- (a) these Conditions of Carriage;
- (b) the conditions of carriage of each carrier operating your flight; and
- (c) applicable law.

#### 23.2 Applicable Law

- (a) There are specific laws that cover air transportation of passengers and Baggage (including airline liability). These include Regulation 261/2004, Regulation 2027/97, the Warsaw Convention, the Montreal Convention and/or local law in individual countries.
- (b) If any of the limits of liability set out in these Conditions of Carriage are inconsistent with the liability set out in these laws, the liability set out in such laws (or any other applicable law) will apply.

### 23.3 Scope of Our Liability

- (a) We will be liable only for Damage or Delay occurring during carriage on flights operated by us or a Codeshare carrier or in relation to which we have a legal liability to you. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent of the other carrier. The other carrier may have lower limits of liability in its conditions of carriage.
- (b) Where transportation of your Baggage is performed by successive carriers (as defined by the Warsaw Convention or the Montreal Convention, as applicable), you may make a claim against the first or last carrier.

### 23.4 Our Liability for death and bodily injury of Passengers

- (a) We will only be liable for death, wounding or any other bodily injury suffered by a passenger if it was caused by an accident which took place on-board the aircraft, or during embarking or disembarking the aircraft, in accordance with Regulation 2027/97, the Warsaw Convention or the Montreal Convention, as applicable.
- (b) Where the Warsaw Convention applies, our liability will be governed by and subject to the limits under the Warsaw Convention.
- (c) Where Regulation 2027/97 and/or the Montreal Convention applies, our liability will be governed by and subject to the limits under the Montreal Convention and/or Regulation 2027/97, as summarised in Article 23.5 below.
- (d) In the event of death or bodily injury we will only be liable for recoverable compensatory damages for proven losses and costs in accordance with the Warsaw Convention or the Montreal Convention, as applicable.
- (e) We reserve all rights of recourse and subrogation against all third parties.

### 23.5 Montreal Convention – Liability for death and bodily injury of passengers

- (a) There are no financial limits to our liability for bodily injury or death.
- (b) For claims up to and including 151,880 SDRs, we will not contest our liability. However, if we can show that the Damage was caused or contributed to by the negligence or other wrongful act or omission of the injured or deceased passenger or the person claiming compensation, we may be excused wholly or partly from our liability by applicable laws.
- (c) For claims that are more than 151,880 SDRs, we will not be liable for any damages over 151,880 SDRs if we can prove:

- (i) we were not negligent or otherwise at fault; or
  - (ii) the Damage was caused by the negligence or other fault of a third party.
- (d) If we are required to do so in accordance with Regulation 2027/97 we will, without delay and in any event not later than 15 Days after the identity of the personal entitled to compensation has been established, make any advance payment as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered. In the event of death of a Passenger, an advance payment will be the equivalent of at least 16,000 SDRs per Passenger.
- (e) If we make an advance payment, it does not mean we have accepted liability for death or bodily injury.
- (f) We may offset any advance payment we make against any later sum we are due to pay based on our liability.
- (g) An advance payment might need to be repaid to us if:
  - (i) we are excused from liability because the Damage was caused or contributed to by the negligence or other wrongful act or omission of the injured or deceased passenger or the person claiming compensation; or
  - (ii) we discover the person who received the advanced payment was not entitled to it.

#### 23.6 Other important information

- (a) These Conditions of Carriage and any Applicable Conditions, together with any exclusions and limits of liability, applies to our agents, employees and representatives in the same way as they apply to us and so the total amount you can recover from them will not exceed the total amount you could recover from us.
- (b) Nothing in these Conditions of Carriage:
  - (i) gives up any exclusion or limitation of our liability under Regulation 2027/97, the Warsaw Convention or the Montreal Convention or applicable laws unless we have stated otherwise; or
  - (ii) prevents us from excluding or limiting our liability under Regulation 2027/97, the Warsaw Convention or the Montreal Convention or any applicable laws or gives up any defence available to us, against any public social security body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.
- (c) A summary of the main provisions of our liability is set out in your Ticket, or may be provided by us or our Authorised Agents to you by other means but cannot be used as a basis for a claim for compensation, or to interpret the provisions of Article 23 of these Conditions of Carriage.

23.7 Time limit for bringing a legal action (excluding Baggage)

- (a) You will have no right to damages if any legal action for Damage or Delay is not brought within two (2) years of:
- (i) the date of arrival at your destination;
  - (ii) the date on which the aircraft should have arrived; or
  - (iii) the date on which the carriage stopped.
- (b) The method of calculating the time-limit for bringing a claim shall be determined by the law of the court where the case is heard.

**24. TRAVEL INSURANCE AND INSOLVENCY PROTECTION**

24.1 Our liability to You is limited. You should take out adequate insurance cover for Your entire travel, including any flight disruption, the value of Your Baggage and its contents, and any medical risks.

24.2 Insolvency Protection

24.2.1 Except where You have purchased a Package Holiday or Linked Travel Arrangement, Your booking is not covered by Us under by any scheme of insolvency protection.

24.2.2 Linked Travel Arrangements - if You book additional travel services for Your trip after selecting and paying for one travel service or via link(s) sent to You within 24 hours after receiving confirmation of Your booking with Us, please see the **IMPORTANT NOTICES** below which are applicable depending on how You booked those additional travel services.

24.2.3 If you are in the UK and You book any additional travel services during the same visit to Our website or if You book additional travel services via any link(s) we send to You not later than 24 hours after receiving the confirmation of the booking from Us, the travel services will become part of a linked travel arrangement. In that case, We, as required by the Package Travel and Linked Travel Arrangements Regulations 2018, protection in place to refund Your payments to Us for services not fully performed because of Our insolvency, and, where necessary, for Your repatriation. Please note that this does not provide a refund in the event of insolvency of the relevant service provider.

24.2.4 We have taken out insolvency protection with International Passenger Protection Ltd. You may contact this entity, or where applicable, the competent authority if the services are denied because of Our insolvency.

International Passenger Protection Ltd IPP House 22-26 Station Road West Wickham Kent BR4 0PR United Kingdom  Registered in England: 2498563	Tel: +44 (0)208 776 3750  E-mail: <a href="mailto:info@ipplondon.co.uk">info@ipplondon.co.uk</a>  Website: <a href="http://www.ipplondong.co.uk">www.ipplondong.co.uk</a>
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International Passenger Protection Limited is authorised and regulated to sell insurance by the Financial Conduct Authority. The policy has been underwritten by Liberty Mutual Insurance Europe SE.

**Note:** This insolvency protection does not cover contracts with parties other than Virgin Atlantic Airways Limited, which can be performed despite Our insolvency.

The Package Travel and Linked Travel Arrangements Regulations 2018 is available at: <https://www.legislation.gov.uk/uksi/2018/634/contents>

## **25. INTERPRETATION**

- 25.1 Our interpretation of applicable laws, regulations, orders or medical information in relation to Article 12, Article 13 and Article 14 shall be final and binding even if it subsequently proves incorrect, provided that at all material times we had no reasonable grounds for believing otherwise.
- 25.2 The title of each Article of these Conditions of Carriage is for convenience only and is not to be used for interpretation of the text.