

SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS

(A) SCHEDULES

THE TIMES SHOWN IN TIMETABLES OR ELSEWHERE ARE APPROXIMATE AND NOT GUARANTEED, AND FORM NO PART OF THE CONTRACT OF CARRIAGE. SCHEDULES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND CARRIER ASSUMES NO RESPONSIBILITY FOR MAKING CONNECTIONS. CARRIER WILL NOT BE RESPONSIBLE FOR ERRORS OR OMISSIONS EITHER IN TIMETABLES OR OTHER REPRESENTATIONS OF SCHEDULES. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF CARRIER IS AUTHORIZED TO BIND CARRIER AS TO THE DATES OF TIMES OF DEPARTURE OR ARRIVAL OR OF THE OPERATION OF ANY FLIGHT.

(B) GENERAL

- (1) CARRIER MAY, WITHOUT NOTICE, SUBSTITUTE ALTERNATE CARRIERS OR AIRCRAFT.
- (2) CARRIER MAY, WITHOUT NOTICE, CANCEL, TERMINATE, DIVERT, POSTPONE OR DELAY ANY FLIGHT OR THE FURTHER RIGHT OF CARRIAGE OR RESERVATION OF TRAFFIC ACCOMMODATIONS AND DETERMINE IF ANY DEPARTURE OF LANDING SHOULD BE MADE, :
 - (a) BECAUSE OF ANY FACT BEYOND ITS CONTROL (INCLUDING, BUT WITHOUT LIMITATION, METEOROLOGICAL CONDITIONS, ACTS OF GOD, FORCE MAJEURE, STRIKES, RIOTS, CIVIL COMMOTIONS, EMBARGOES, WARS, HOSTILITIES, DISTURBANCES, OR UNSETTLED INTERNATIONAL CONDITIONS) ACTUAL, THREATENED OR REPORTED OR BECAUSE OF ANY DELAY, DEMAND, CONDITIONS, CIRCUMSTANCE OR REQUIREMENT DUE, DIRECTLY OR INDIRECTLY, TO SUCH FACT; OR
 - (b) BECAUSE OF ANY FACT NOT TO BE FORESEEN, ANTICIPATED OR PREDICTED; OR
 - (c) BECAUSE OF ANY GOVERNMENT REGULATION, DEMAND OR REQUIREMENT; OR
 - (d) BECAUSE OF SHORTAGE OF LABOR, FUEL OR FACILITIES, OR LABOR DIFFICULTIES OF CARRIER OR OTHERS; OR
 - (e) TO SUPPORT ITS COMMERCIAL OR OPERATIONAL REQUIREMENTS

(C) DELAYS

- (1) CARRIER WILL TAKE ALL REASONABLE MEASURES TO AVOID DELAY IN THE CARRIAGE OF PASSENGERS AND BAGGAGE.
- (2) IN THE EVENT OF DELAY, CARRIER WILL ADHERE TO THE REQUIREMENTS SET OUT IN APPLICABLE LAW INCLUDING EU REGULATION EC261/2004.
- (3) IN A DELAY OF MORE THAN 4 HOURS, CARRIER WILL OFFER THE FOLLOWING ASSISTANCE:
 - (a) MEALS & REFRESHMENTS IN REASONABLE RELATION TO WAITING TIME;
 - (b) TWO TELEPHONE CALLS OR TWO FAXES OR TWO E-MAILS IN A DELAY WHERE IT IS REASONABLY EXPECTED TIME OF DEPARTURE IS THE NEXT DAY:
 - (a) HOTEL ACCOMMODATION
 - (b) SURFACE TRANSPORTATION BETWEEN AIRPORT AND HOTEL /OTHER ACCOMMODATION.
- (4) ASSISTANCE OFFERED WILL BE IN ACCORDANCE WITH CARRIER'S CONDITIONS OF CARRIAGE.

(D) CANCELLATIONS

- (1) IN THE EVENT OF CANCELLATION OF FLIGHTS CARRIER WILL ADHERE TO THE REQUIREMENTS SET OUT IN APPLICABLE LAW INCLUDING EU REGULATION EC261/2004
- (2) CARRIER WILL OFFER A CHOICE OF ONE OF THE FOLLOWING REMEDIES:
 - (a) REIMBURSEMENT OF FARE PAID FOR UNUSED PORTION OF TICKET OR WHOLE AMOUNT IF AS A RESULT OF CANCELLATION THE CARRIAGE NO LONGER SERVES ANY PURPOSE IN RELATION TO ORIGINAL TRAVEL PLANS; OR
 - (b) RE-ROUTING ON EARLIEST FLIGHT AVAILABLE WITH SUITABLE SPACE AVAILABLE; OR

(c) RE-ROUTING AT A LATER DATE ON A FLIGHT WITH SUITABLE SPACE AVAILABLE
EXCEPTION: PASSENGERS TRAVELLING FREE OF CHARGE OR ON A REDUCED RATE NOT
AVAILABLE TO THE PUBLIC DIRECTLY OR INDIRECTLY SHALL NOT BE ENTITLED TO THE ASSISTANCE
NOTED IN (C) AND (D) ABOVE.

(3) REMEDIES OFFERED WILL BE IN ACCORDANCE WITH CARRIER'S CONDITIONS OF CARRIAGE.