

## GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS

### Article 1. Definitions

**Air Carrier or Carrier** means "Bulgaria Air" AD Airlines

**Authorized Agent or Agent** means a passenger sales agent who has been appointed by the Carrier to represent the Carrier in the sale of air passenger transportation.

**Agreed Stopping Place** means an explicitly designated stopping place along the route as shown in the ticket or in the schedules, excluding the place of departure and the place of destination.

**Another Air Carrier or Another Carrier** means an airline different from "Bulgaria Air" AD, whose Airline Code is inscribed on a passenger ticket or on a Conjunction Ticket.

**Airline Code** is the code of three or two alphabetical, or one alphabetical plus one numerical characters, assigned to a particular airline. The codes for "Bulgaria Air" Airlines are LZB and FB.

**Passenger** means any person, except members of the crew, holding a Ticket, carried or who is to be carried by aircraft.

**Baggage** means the personal belongings of the Passenger accompanying him/her on the flight. It consists of both Checked Baggage and Hand (Unchecked) Baggage, unless otherwise specified.

**Checked Baggage** means baggage which The Carrier takes into custody and for which The Carrier has issued a baggage check.

**Hand (Unchecked) Baggage** means any baggage of the passenger other than checked baggage.

**Baggage Tag** means a document issued by the Carrier for the purpose of identifying Checked Baggage. It consists of an identification portion that is affixed to the Baggage ("Baggage Tag") and another portion for the receipt of the Baggage after arrival ("Baggage Check").

**Check-In Deadline** means the time limit, as specified by the Air Carrier or by Another Air Carrier, before which Passengers must have carried out their check-in formalities and received their boarding card.

**Connecting flight** means a flight combining two or more consecutive segments issued together on a single ticket which together evidence the existence of a single Contract of Carriage.

**Terms of Contract** means the provisions of the Contract of Carriage contained in the Ticket or in the Itinerary/Receipt or are given to the Passenger together with them and which refer to these General Conditions of Carriage for Passengers and Baggage.

**Convention** means either the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929, or the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999, as applicable to the particular case according to circumstances.

**Day** means the calendar day.

**Ticket** means a valid document issued on paper by the Air Carrier or its Authorized Agent which entitles to air transportation.

**Electronic Ticket** means a valid document issued in electronic form by the Air Carrier or its Authorized Agent which entitles to air transportation.

**Flight Coupon** means the portion of the Ticket inscribed as "flight coupon" or "valid for carriage" that shows the exact destinations between which the Passenger may travel with that coupon.

**Electronic Coupon** means an electronic flight coupon for an electronic ticket held in the database of the Air Carrier.

**Flight Segment** means the part of the carriage between two destinations carried out by the Air Carrier or by Another Air Carrier.

**Force Majeure** means extraordinary and unforeseeable circumstances beyond the control of the Carrier, the consequences of which could not have been avoided even if all reasonable measures had been taken.

**Itinerary/Receipt** means a document issued by the Air Carrier containing the name of the Passenger, flight information and other information.

**Passenger Coupon** means the portion of the Ticket that is permanently in possession of the Passenger (this refers to paper tickets only).

**SDR** means special drawing right as defined by the International Monetary Fund.

**Stopover** means a scheduled stop on the itinerary at a point between the place of departure and place of destination.

**Fare** means the sum of money that must be paid for the carriage of the Passenger including the Baggage allowed by the Carrier, according to these General Conditions of Carriage.

## **Article 2. Scope of Application**

### **2.1 General Provisions**

Except as provided in Paragraphs 2.2, 2.4, and 2.5 below, these General Conditions of Carriage apply only to flights, or flight segments, for which the name of the Air Carrier or the Bulgaria Air Airline Code appears in the "Carrier" box of the Ticket for the flight or for the flight segment.

### **2.2 Charter (Non-scheduled) Flights**

If transportation is performed pursuant to a charter agreement, these General Conditions of Carriage apply only insofar as they are not superseded by the Conditions of the Charter Agreement or the Charter Ticket, or the General Conditions Applicable to Charter Carriage of the Air Carrier.

## **2.3 Code Share Flights**

When the Carrier offers its services together with other air carriers, under arrangements known as „Code Shares", although the Passenger may have a reservation with the Carrier and hold a ticket where Bulgaria Air's name or Airline Code is indicated as the carrier, another air carrier may operate the aircraft. In case of such a „Code Share", the Air Carrier or its agents must advise the Passenger before making the reservation.

## **2.4 Information about the operating carrier**

The Air Carrier will inform the Passenger about the identity of the operating carrier before making a reservation. The Passenger must provide contact information in order to be notified later or in case the operating carrier is changed.

In case of a reservation made through a channel which is not under the direct control of the The Carrier, i.e. travel agencies and websites other than the website of the Air Carrier, the travel agents and websites' operators are bound by Art 11 of Regulation (EC) No. 2111/2005 \* to inform the passengers before making the reservation of the identity of the operating carrier and of each change of the operating carrier respectively.

Note. The list, published by the European Community, of air carriers subject to an operating ban within the Community, may be found at: [http://europa.eu/pol/trans/index\\_en.htm](http://europa.eu/pol/trans/index_en.htm)

## **2.5 Conflicting Provisions**

In the event of inconsistency between the applicable law and these General Conditions of Carriage, the provisions of the applicable law shall prevail.

In the event that any regulation of these General Conditions of Carriage is invalid under the relevant applicable law, the remaining provisions shall be unaffected.

## **2.6 Internal Regulations of the Air Carrier**

In the event of inconsistency between these General Conditions of Carriage and other regulations of the Air Carrier, these General Conditions of Carriage shall prevail, unless they provide otherwise.

## **Article 3. Tickets**

### **3.1 General Provisions**

**3.1.1** The Air Carrier is under obligation to provide carriage only to the Passenger named in the Ticket and may at any time require the holder of the Ticket to present an identification document.

**3.1.2** The Ticket and the rights under the contract the Ticket was issued pursuant to, are not transferable to third parties.

**3.1.3** Except in the case of an issued Electronic Ticket, the Air Carrier is not obliged to provide carriage to a person not in possession of a valid Ticket containing the Flight Coupon for the particular flight and all other unused Flight Coupons and the Passenger Coupon. The same shall apply to persons whose Ticket has in any way been altered other than by the Air Carrier or its Authorized Agent.

**3.1.4.** In the case of an Electronic Ticket, the Air Carrier is not obliged to provide carriage unless the person wishing to use an Electronic Ticket provides an identification document and has a valid Electronic Ticket duly issued in the person's name.

**3.1.5 a** In case of loss or damage of a Ticket (or a part of it) with fixed dates of travel, bought through the Air Carrier or one of its Agents or in case of non-presentation of the same, upon the request of the Passenger the Air Carrier will replace such a Ticket (or a part of it) by issuing a new Ticket, provided there is evidence that a Ticket for the carriage in question had been duly issued and the Passenger signs an agreement to reimburse the Carrier for any costs and losses, up to the value of the

original Ticket, that might be incurred by the Air Carrier or another carrier due to misuse of the Ticket. The issuing carrier may charge a certain fee for this service, unless the loss or damage was due to the negligence of the issuing carrier, or one of its agents.

3.1.5 b When the evidence mentioned in the preceding paragraph is not available or the Passenger refuses to sign the said agreement, the Air Carrier or the carrier issuing the new Ticket may require the Passenger to pay up to the full Ticket price for a replacement Ticket, which will be refunded upon request after deduction of a fee, set in advance, provided that the lost or damaged Ticket has not been used within its validity.

3.1.6 The Passenger should take all appropriate measures to ensure that the Ticket is neither damaged nor stolen.

## **3.2 Period of Validity**

**3.2.1** A Ticket bought at standard tariff is valid for carriage for one year from the date of issue or, subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket. A Ticket bought at a promotional tariff other than the standard tariff is valid for carriage or refund only for the period as specified by the provisions of the transportation tariff, or by internal regulations of the Air Carrier, or in the Ticket itself.

3.2.2 When the Passenger is prevented from travelling within the period of validity of the Ticket, because at the time the Passenger requested reservation the Air Carrier was unable to confirm it, the validity of the Ticket will be extended until such time as the Air Carrier is able to confirm a seat in the class of transportation for which the fare was paid, or the Passenger may demand a refund in accordance with Article 10. (This applies to cases of tickets bought at standard one-year tariff, with open return date, and the trip having already started).

3.2.3 In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be extended. Any such modification shall be made only upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than 45 days reckoned from the date of the death.

## **3.3 Sequence and Use of Coupons**

**3.3.1** The purchased Ticket is valid only for transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places, if any, to the final destination. The fare paid for the Ticket is based on the transportation tariff of the Air Carrier, as indicated on the Ticket. The Ticket will become invalid unless all the Coupons are used in the sequence set forth in the Ticket.

3.3.2 Should the Passenger wish to change any of the terms of the Contract for Carriage concluded with the Air Carrier, the Passenger must notify the Air Carrier in advance. The fare for the new transportation may be re-calculated and the Passenger has the right to choose whether to conclude a contract under the new price or to continue with the original transportation as ticketed. If the Passenger has to change the transportation due to Force Majeure, he/she must contact the Air Carrier as soon as possible and provide evidence of the existence of circumstances constituting Force Majeure. In such a case the Air Carrier will undertake all reasonable efforts to transport the Passenger to his/her next Stopover or final destination, without recalculation of the fare.

3.3.3 Should the Passenger change his/her itinerary without the agreement of the Air Carrier, the latter will determine the applicable price for the new itinerary.

3.3.4 Each Flight Coupon contained in the Ticket is valid, in accordance with the applicable fare, only for transportation in the reservation class and on the date and flight for which space has been booked. If a Ticket was issued without a reservation being specified, space may be booked later, subject to the tariff of the Air Carrier and space available on the flight requested by the Passenger.

**3.3.5** Should the Passenger fail to show up on time, or at all, for a flight he/she has booked without notifying the Air Carrier in advance, the latter may cancel the Passenger's onward or return reservations. Should the Passenger notify the Air Carrier in advance, the onward flights reservations of the Passenger will not be cancelled.

## **Article 4. Fares, Tariffs, Taxes and Charges**

### **4.1 Fares**

The fares, published by the Air Carrier, apply only for carriage from the departure airport to the destination airport, unless otherwise expressly stated. Fares do not include ground transport service between airports, or between airports and town terminals. The fare will be calculated in accordance with the tariff of the Air Carrier in effect on the date of payment of the Ticket for travel on the specified dates and itinerary. Should the Passenger change his/her itinerary or dates of travel, he/she must pay the difference between the initially paid price and the applicable price for the new transportation, if the latter is higher than the former.

### **4.2 Taxes and Charges**

Applicable taxes, fees and charges imposed by governments or other authorities, or by airport operators, shall be payable by the Passenger. At the time the Passenger purchases his/her Ticket, he/she will be advised of the taxes, fees and charges not included in the fare; eventually, they may be shown separately on the Ticket. The Passenger must also pay any taxes, fees and charges imposed or increased after the date of issuance of the Ticket even if he/she has not been notified in advance by the Carrier of their amount. In case any taxes, fees or charges that the Passenger has paid are abolished or reduced, the Passenger is entitled to claim a refund of the difference between the due sum and the paid sum.

### **4.3 Currency**

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by the Air Carrier or its Authorized Agent at or before the time payment is made. The Air Carrier may, at its own discretion, accept payment in another currency.

## **Article 5. Seat Reservations**

### **5.1 Reservation Requirements**

The Air Carrier or its Authorized Agent is obliged to record the reservation of the Passenger and provide him/her with written confirmation of the reservation upon request.

### **5.2 Time Limit for Purchasing the Ticket**

If the Passenger has not paid for the Ticket prior to the specified time limit and has made no arrangements with the Air Carrier for payment of the Ticket, the Carrier may cancel the reservation.

### **5.3 Personal Data**

The Passenger shall consent that the Air Carrier may use the personal data provided by the Passenger for the purposes of making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing certain services, facilitating immigration and entry procedures, and that the Air Carrier may provide such data to government agencies, its Authorized Agents, other Carriers or to the providers of the above mentioned services.

### **5.4 Seating**

The purchasing of the Ticket does not entitle the Passenger to a particular seat on board the airplane. The Air Carrier reserves the right to reassign seats at any time, even after boarding, whenever this is necessitated by operational, safety or security reasons.

## **5.5 Reconfirmation of Reservations**

**5.5.1** The Passenger may be required to reconfirm within specified time limits his/her onward or return reservations; upon purchase of the Ticket the Air Carrier must advise the Passenger when, how, and where the reconfirmation should be done. Should the Passenger fails to reconfirm the reservations, the Carrier may cancel the reservations.

**5.5.2** The Passenger shall be obliged to check the reconfirmation requirements of any other Carriers involved in his/her journey, and whenever required, reconfirm the flight with the Air Carrier whose code appears in the „Carrier/Flight" box on the Ticket.

**5.5.3** The Passenger shall be obliged, 48 hours before the time of departure of the flight the Passenger has bought a Ticket for, to contact an office of the Airline, or its Authorized Agent, in order to get a confirmation that the flight will be carried out according to the information shown on the Ticket at the time of purchase. Should the Passenger fail to request such a confirmation, the Carrier shall not be liable for any damages incurred by the Passenger as a result of a date change, or the time of departure, or the airport of departure or landing of the flight.

## **Article 6. Check-In and Boarding**

**6.1** The Passenger must check in prior to the deadline specified at the airport of boarding the airplane. The Carrier has the right to cancel the reservation if the Passenger does not comply with the check-in deadlines. The Carrier and its Authorized Agents will inform the Passenger upon request of the check-in deadline of the first flight, operated by the Carrier, but not of the check-in deadlines of the onward or return flights.

**6.2** The Passenger must be present at the boarding gate no later than the time specified by the Carrier at the time of checking in.

**6.3** The Carrier may cancel the reservation of the Passenger and refuse carriage if the Passenger fails to arrive on time at check-in or at the boarding gate.

## **Article 7. Refusal and Limitation of Carriage**

### **7.1 Right to Refuse Carriage**

The Carrier may refuse to carry the Passenger or his/her Baggage if one of the following circumstances has occurred, or the Carrier has reason to believe will occur:

**7.1.1** such action is necessary in order to comply with any applicable national or international regulations;

**7.1.2** the carriage of the Passenger or his/her Baggage may endanger or affect the safety, health, or significantly affect the comfort of other passengers or crew;

**7.1.3** the mental or physical condition of the Passenger, including impairment by alcohol or drugs, presents a hazard or risk to himself, to passengers, to crew or to the airplane and the Baggage on board;

**7.1.4** the Passenger has committed misconduct on a previous flight, and the Carrier has reason to believe that such conduct may be repeated;

**7.1.5** the Passenger has refused to submit to a security check;

**7.1.6** the Passenger has not paid the applicable fare, taxes, fees or charges;

**7.1.7** the Passenger does not have valid travel documents;

**7.1.8** the person wishing to travel presents a Ticket that has been acquired unlawfully, has been purchased from a person other than the Carrier or its Authorized Agents, or has been reported lost or stolen or the said person cannot prove that he/she is identical with the person named in the Ticket;

**7.1.9** the Passenger has failed to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use, or has presented a Ticket which has been altered in any way, other than by the Carrier or its Authorized Agent;

**7.1.10** the Passenger has failed to comply with the instructions of the Carrier or its Authorized Agents, or its employees, including instructions on safety or security of the flight.

## **7.2 Carriage of Passengers Requiring Special Assistance**

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, and persons with illness or other people requiring special assistance shall be done only after notifying the Carrier in advance of the status of the person that necessitates special assistance, and with the explicit consent of the Carrier. Such a notification has to be made by The Passenger before reservation making, but not later than 72 hours before the flight.

## **Article 8. Baggage**

### **8.1 Free Baggage Allowance**

The Passenger may carry a certain quantity of Baggage free of charge, subject to the conditions and limitations set forth by the Carrier, which are available upon request from the Carrier or which may be read from the Passenger Coupon, as well as from the Conditions of Contract printed on the Ticket or the Electronic Ticket.

### **8.2 Excess Baggage**

The Passenger will have to pay a charge for carriage of Baggage in excess of the free Baggage allowance; the Passenger will be advised in advance of the rate upon request.

### **8.3 Items Unacceptable for Carriage as Baggage**

**8.3.1** The following items are unacceptable for carriage as Baggage:

**8.3.1.1** items which are likely to endanger the aircraft, persons or property on board the aircraft, in particular those specified in the "Technical Instructions for the Safe Transport of Dangerous Goods by Air" of the International Civil Aviation Organization (ICAO) and in the „Dangerous Goods Regulations" of the International Air Transport Association (IATA) and in other regulations. Further information is available from the Carrier upon request;

**8.3.1.2** items, the carriage of which is prohibited by the applicable laws, regulations or other orders of the state of departure, or of the state that is being flown over, or the state of arrival;

**8.3.1.3** items, which are considered by the Carrier to be unsuitable for carriage because they are dangerous, or by reason of their weight, size, shape or nature, or because of being fragile or perishable. Information about the items listed in the preceding sentence is available from the Carrier upon request.

**8.3.2** Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with the regulations of the Air Carrier, whereby firearms must be unloaded with the safety catch on, as well as suitably packed. Carriage of ammunition is subject to the regulations as specified in 8.3.1.1 above.

**8.3.3** At the discretion of the Carrier, antique firearms, swords, knives and similar items may be accepted as Checked Baggage, but will not be permitted in the cabin of the airplane.

**8.3.4** Apart from the cases when the baggage has been accepted for carriage at a declared value, The Passenger must not include in Checked Baggage money, jewellery, computers (personal or portable), cameras, watches, keys, glasses, securities, business documents, passports and other identification documents, expensive tools, musical instruments, doctors' accessories, fragile items, perishable articles, specialized equipment, etc.

**8.3.5** In the event that any objects as described in 8.3.1, 8.3.2 and 8.3.4 above are located in the Baggage of the Passenger, the Air Carrier shall not be liable for the loss of or damage to these objects, provided that the loss or damage have not resulted from deliberate acts of the Carrier.

#### **8.4. Right to Refuse Carriage**

**8.4.1** The Air Carrier reserves the right to refuse carriage of items referred to in Article 8.3, as well as the right to refuse further carriage of any such items discovered during transportation.

**8.4.2** The Air Carrier may refuse to carry as Baggage any item reasonably considered by the Air Carrier to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or for the comfort of other passengers. The Air Carrier will provide information about unacceptable items upon request.

#### **8.5 Right of Search**

For reasons of safety and security the Carrier may request permission by the Passenger to search or scan his/her Baggage, as well as to search or scan of the Passenger him/herself. If the Passenger is not available, the Baggage may be searched in the Passenger's absence for the purpose of determining whether the Baggage contains any item described in Article 8.3 above. If the Passenger would not grant permission, the Carrier may refuse to carry the Passenger and his/her Baggage. The Air Carrier shall not be liable for damages, caused by a search or scan to the Baggage, except in cases of intent.

#### **8.6 Checked Baggage**

Upon delivery of the Baggage that the Passenger wishes to check, the Air Carrier will take it into its custody, and issue a Baggage Tag for each piece of the said Baggage. The Baggage is accepted for carriage by its weight. The weight of a single piece of Baggage must not exceed 30 kg. On the Baggage Tag The Carrier notes the damages and defects of the baggage and its packing found before registration.

**8.6.1** Checked Baggage must have the name of the Passenger or other personal identification affixed to it.

**8.6.2** Checked Baggage will, whenever possible, be carried on the same aircraft as the Passenger, unless safety or security reasons necessitate its carriage on an alternative flight. If the Checked Baggage is carried on a subsequent flight, it will be delivered to the Passenger upon its arrival to the destination, unless applicable law requires the Passenger to be present in person for customs clearance.

#### **8.7 Hand (Unchecked) Baggage**

**8.7.1** The Passenger should enquire about the maximum dimensions and weight for Hand Baggage at the time of purchasing the Ticket. Hand Baggage must fit under the seat in front of the Passenger or in a baggage compartment, otherwise it must be checked.

**8.7.2** Objects not suitable for carriage in the hold (such as delicate musical instruments), and which do not meet the requirements of Article 8.7.1 above, will only be accepted for carriage in the cabin if the Carrier has been notified in advance and has been granted permission. The Passenger has to pay a separate charge for this service. Information on this service is available upon request.

**8.7.3** The Hand Baggage must not contain items and materials the carriage of which is prohibited by the current requirements on security and safety of aircraft, crew and passengers. The Air Carrier has the right to unilaterally impose such bans for a certain period, or without time limitation, for all flights or for certain flights. The passengers will be considered to have been informed, if the

imposition of the ban has been posted at a prominent place at our representations or our web pages at least 36 hours before coming into force.

## **8.8 Collection and Delivery of Checked Baggage**

**8.8.1** The Passenger is obliged to take receipt of his/her Checked Baggage as soon as it is made available at the destination airport or stopover location. In case the Passenger does not collect the Baggage within five days of its arrival or of the time at which the Passenger has been advised of its arrival, the Carrier is entitled to collect a storage charge. The storage fee is equivalent to the fee payable at the airport in question for the storage of Checked Baggage, up to EUR 10.00 per day. The Carrier will deliver the Baggage to the Passenger only after the payment of outstanding storage fees, if any. Should the Checked Baggage not be claimed by the Passenger within three months after the time it is made available, the Carrier may dispose of it and keep the received amount of money without any liability for damages incurred by this action.

**8.8.2** Only the bearer of the Baggage Check is entitled to delivery of the Baggage. The Carrier is not obliged to check whether the bearer of the Baggage Check is the person who checked the Baggage.

**8.8.3** The carrier will deliver Checked Baggage to a person unable to produce a Baggage Check at its own discretion, after being satisfied that the said person is the Passenger who checked the Baggage.

## **8.9 Carriage of Animals**

Animals may be carried only with advance notification of the Carrier and with its explicit consent, subject to the following conditions:

**8.9.1** The Passenger must ensure that animals such as dogs, cats, birds or other pets are properly crated and accompanied by valid health and vaccination certificates, as well as other documents required by countries of entry or transit. Such carriage may be subject to additional conditions specified by the Carrier, which are available upon request.

**8.9.2** If accepted for carriage, the animal, together with its container and food, shall not be included in the free Baggage allowance of the Passenger, but shall constitute excess baggage, for which the Passenger will be obliged to pay the applicable rate, available from the Carrier upon request.

**8.9.3** Guide dogs and other guide animals accompanying Passengers with disabilities will be carried free of charge over and above the free Baggage allowance, subject to conditions specified by the Carrier.

**8.9.4** When carriage is not subject to the liability rules of the Convention, the Carrier is not responsible for injury to or the loss, sickness or death of an animal the Carrier has agreed to carry, unless the Carrier has caused the damage deliberately or through gross negligence.

**8.9.5** The Air Carrier shall not be liable for *losses*, incurred by the passenger, if any such animal did not have all the necessary entry, exit, health and other documents with respect to the animal's entry into or passage through any country. If the animal is not properly crated during transportation the Carrier will accept no liability and the owner of the animal must reimburse the Carrier for any damages, including fines, costs, or losses incurred as a result.

## **Article 9 - Schedules, Delays, Cancellation of Flights**

### **9.1 Schedules**

**9.1.1.** The timetables of the Carrier show the local time at the airports of departure and arrival of flights. The flight times shown in the Ticket, or published or printed elsewhere can not be guaranteed and do not form part of the contract on carriage by air. The Air Carrier shall not be responsible for missed connections with another flight or other means of transport, or for any errors in such publications. The scheduled flight time and the type of airplane may be changed as necessary, without advance notification.

**9.1.2** Before accepting the booking request, the Air Carrier will inform the Passenger of the scheduled flight time in effect as of that time, and it will be shown on the Ticket. In case of a change of the scheduled flight time, or of the airport of departure or arrival (with another airport within the same airport system) after the issuance of the Ticket, the Carrier is obliged to inform the Passenger of the change if the latter has provided contact information. Should the contact information provided by the Passenger be incorrect or incomplete, the Carrier shall not be liable for any losses incurred by the Passenger as a result of being not informed.

## **9.2 Cancellation, delay to flights, denied boarding due to overbooking or for other sensible reasons**

In the event that a flight for which the Passenger is in possession of a Ticket, is delayed or cancelled or the Passenger is denied boarding due to overbooking, or for other sensible reasons, the Passenger is entitled to compensation and assistance, in accordance with *Regulation (EC) No. 261/2004 of the European Parliament and of the Council 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.*

## **Article 10 - Refunds**

**10.1** The Air Carrier will refund a Ticket or any unused portion thereof, in accordance with the applicable tariffs as follows:

**10.1.1** to the person named in the Ticket or to the person who paid for the ticket, upon presentation of convincing proof of such payment;

**10.1.2** to the person who paid for the Ticket, or to that person's order, if the Ticket was paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on the refund.

**10.1.3** Except in the case of a lost Ticket, refunds will only be made on surrender to the Carrier of the Ticket and all unused Flight Coupons.

## **10.2 Refund for Reasons Other than Those Set Out in Article 9.2 of the General Conditions**

**10.2.1** In a refund for reasons other than those set out in Article 9.2, the amount of the refund shall be:

**10.2.1.1** the fare paid, after deduction of applicable service charges and cancellation fees, if no portion of the Ticket has been used;

**10.2.1.2** the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, after deduction of applicable service charges and cancellation fees, if a portion of the Ticket has been used, and the tariff provides for partial refund.

## **10.3 Refund of a Lost Ticket**

**10.3.1** If the Passenger loses a Ticket or a portion of it, upon providing the Carrier convincing proof of the loss, and payment of a reasonable administration charge, refund on the ticket price will be made after expiry of the validity period of the Ticket, on condition:

**10.3.1.1** that the lost Ticket (or portion of it) has not been used, previously refunded or replaced, and the tariff provides for partial refund (where a portion of the Ticket is lost);

**10.3.2** In case the Ticket is lost by the Air Carrier, the Ticket shall be replaced at the Carrier's expense.

## **10.4 Right to Refuse Refund**

**10.4.1** The Carrier may refuse a refund when application is made after the expiry of the validity of the Ticket.

**10.4.2** The Carrier may refuse refund on a Ticket which has been presented to the Carrier, or to government officials, as evidence of the Passenger's intention to depart from the country where the airport of departure is located, unless the Passenger provides convincing proof that he/she has permission to remain in the country or that he/she will depart from that country by another carrier or another means of transport.

## **10.5 Currency**

The Carrier reserves the right to make a refund in the same manner and the same currency used for the Ticket's payment.

## **10.6 Persons Making the Refund**

Voluntary refunds will be made only by the Carrier or its Agent, who originally issued the Ticket.

## **Article 11. Conduct On Board the Aircraft**

### **11.1 General**

Should the Passenger before or during boarding the aircraft or during the trip behave in a way that: endangers the safety of the aircraft, or the life and health of boarding or boarded persons, or of the baggage and other items on board the aircraft, or obstructs the crew in the performance of their duties, or fails to comply with their instructions, including but not limited to those with respect to smoking, alcohol or drug consumption, or causes discomfort, inconvenience, damage or injury to other passengers or the crew,

the Carrier may take such measures as reasonably deemed necessary to prevent continuation of such conduct. The Passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

### **11.2 Losses, Incurred by the Carrier as a Result of Passenger's Misconduct**

Should the Passenger's misconduct necessitate landing at a place other than the destination or stopover in order to disembark the Passenger, the Passenger shall be liable for compensation of all losses, incurred by the Carrier as a result of such landing.

### **11.3 Electronic Devices**

For safety reasons, the operation on board the aircraft of electronic equipment such as mobile telephones, computers, radios, recorders, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies is forbidden. The use of hearing aids and pacemakers is permitted.

## **Article 12. Arrangements for Additional Services**

**12.1** If the Air Carrier makes arrangements for the Passenger with a third party to provide any services other than carriage by air, or if the Air Carrier issues a ticket or a voucher relating to transportation or services provided by a third party, such as for example hotel reservations or car rental, in doing so the Air Carrier acts only as agent of the Passenger. In these cases the terms and conditions of the third party service provider will apply.

## **Article 13. Administrative Formalities**

### **13.1 General Provisions**

**13.1.1** The Passenger shall be responsible for obtaining all required travel documents and for complying with all laws, regulations and requirements of countries to which the Passenger will travel or through which the Passenger will transit.

**13.1.2** The Carrier shall not be liable for losses, resulting from the lack of such documents, or from non-compliance with the laws, regulations and requirements as mentioned in Art. 13.1.1 above.

### **13.2 Travel Documents**

Prior to travel, the Passenger must present to the Carrier all exit, entry, health and other documents required by law, regulation or other requirement of the countries concerned, and permit the Carrier to make and retain copies thereof. The Passenger is obliged to get acquainted in advance with all visa, passport, and health requirements, and to obtain the necessary documents.

The Carrier has the right to refuse carriage if the Passenger has not complied with these requirements, or the Passenger's travel documents do not appear to be in order. The Carrier shall not be liable for refusing carriage in order to comply with imperative regulations prohibiting such carriage. Furthermore, the Carrier shall not be liable for damages that arise from the non-compliance of formalities if the Passenger was nevertheless accepted for carriage, despite the Passenger's non-compliance.

### **13.3 Refusal of Entry**

If the Passenger is denied entry into any country, the Passenger must compensate the Carrier for all losses incurred, including any resulting fine or charges levied against the Carrier, as well as the cost of transporting the Passenger from that country. In this case the Carrier will not refund the fare collected for carriage to the point of denied entry.

### **13.4 Passenger Liability for Fines, Detention Costs, etc.**

If the Carrier is required to pay any fine, penalty or costs for the detention of the Passenger, or to incur any expenditure by reason of the failure of the Passenger to comply with the entry, exit or transit regulations of the country concerned or the failure of the Passenger to produce the required (travel) documents, the Passenger shall reimburse the Carrier on demand any amount so paid or expenditure so incurred.

The Carrier reserves the right to take all necessary measures in order to ensure payment is made. The Air Carrier may (but is not obliged to) utilize as compensation all sums delivered by the Passenger, as well as the fare, paid by the Passenger for the unused portions of the Ticket, or for other Tickets, and to terminate the contracts thereof.

### **13.5 Customs Inspection**

If required, the Passenger shall attend inspection of his/her Checked and Unchecked Baggage by customs or other government officials. The Carrier shall not be liable for any damage suffered by the Passenger in the course of such inspection or through the Passenger's failure to comply with this requirement.

### **13.6 Security Inspection**

The Passenger shall submit to all security checks by government officials, airport operators, the Carrier, or by other carriers.

## **Article 14. Successive Carriers**

Carriage to be performed by us and other Carriers under one Ticket is regarded as a single transportation for the purposes of the Convention.

## **Article 15. Liability for Damage**

### **15.1 Principles**

If the transportation of the Passenger is also performed by other Carriers, liability will be determined according to their own conditions of carriage. The liability provisions of the Air Carrier are as follows:

### **15.2 General Regulations**

**15.2.1** The Air Carrier shall only be liable for damage occurring during carriage on flights or flight segments where the Carrier's Airline Code appears in the box „Flight/Carrier" of the Ticket. If the Carrier issues a Ticket or checks Baggage for carriage on another Carrier, the Carrier does so only as agent for the other Carrier.

**15.2.2** The Carrier shall not be liable for any damage arising directly or indirectly from compliance with applicable laws or rules and regulations or from the Passenger's failure to comply with the same.

**15.2.3** The Carrier shall only be liable for losses and costs, incurred by the Passenger, and not for indirect damages or consequential damage. This exclusion of liability is void, if the damage has been caused deliberately.

**15.2.4** Exclusions or limits of the Carrier's liability apply also to the Carrier's employees, agents, as well as to every person whose aircraft is operated by the Carrier, including their employees and agents. The total amount recoverable from the Carrier and from the named persons shall not exceed the amount of the Carrier's own liability limits.

**15.2.5** The Carrier shall not be liable for damage in case the Carrier undertook all necessary measures to prevent such damage, or if the Carrier could not take such measures.

**15.2.6** The liability of the Carrier for damage shall be reduced in whole or in part by any negligence on behalf of the Passenger, which causes or contributes to the damage.

### **15.3 Liability for Personal Damage**

#### **15.3.1 Unlimited Liability**

The liability of the Air Carrier for damages caused by death, injury or damage to the health of a passenger by an accident on board an aircraft or when entering or leaving the aircraft is not limited in amount.

#### **15.3.2 Exclusion of Liability**

If the Air Carrier undertakes the transportation of the Passenger despite the fact that this transportation constitutes a danger to the Passenger due to his/her age, mental or physical condition, or this danger is to be feared, the Carrier shall not be held liable for damage to the extent that this has been caused in whole or in part by this condition.

If the transportation could constitute a danger for the Passenger for these reasons, the Passenger is obliged to inform the Carrier of this in advance in order to enable the Carrier to examine the possibilities for risk-free transportation.

## **15.4 Liability for Damages for Destruction, Loss, or Delay of Baggage**

**15.4.1** In case of destruction and loss of Baggage the Carrier is liable for compensation according to the current legislation.

15.4.2 In case of damaged Baggage, the Carrier may, at its own discretion, repair the damaged items, replace them with other items of the same type, or pay the compensation in money.

15.4.3 In case of delayed Baggage, the Carrier is obliged to trace it and:  
- render adequate assistance to the passenger as appropriate to the case;  
- pay compensation in the event of delay of the Baggage for more than 72 hours.

**15.4.4** The Carrier shall pay compensation for lost or destroyed Checked Baggage on the basis of a fixed rate per kilo, irrespective of the Baggage's contents. This does not apply to cases where the Baggage has been accepted for carriage at a declared value and the Passenger has paid the full fare for such carriage.

15.4.5 In case of missing items, included in the Baggage, the Carrier shall be liable only in the event where the Baggage has been accepted for carriage at a declared value and the Passenger has paid the full fare for such carriage, in proportion to the value of the missing items. The Carrier shall not be liable for damages if the claim for missing items is filed after the Baggage has left the premises of the respective airport. It is assumed that the Baggage has left the premises of the airport after the passenger has passed customs control.

15.4.6 The Carrier shall not be liable for any damage caused by items included in the Baggage of another passenger. The Carrier shall not be liable for damages and defects marked on the Baggage Tag before the registration.

15.4.7 In the event that any objects as described in 8.3.1, 8.3.2 and 8.3.4 are located in the Passenger's Baggage, the Carrier shall not be liable for the damages, incurred by the loss, destruction, or damage to these objects, unless the damages were caused by grossly negligent or intentional behaviour on behalf of the Carrier (see Article 8.3.5.).

## **Article 16. Time Limitations on Claims and Actions**

### **16.1 Notice of Claims**

Acceptance of Baggage without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless the Passenger proves otherwise.

If the Passenger claims compensation for damages, incurred as a result of loss, destruction or delay of Checked Baggage, the Passenger must file a written claim with the Carrier as soon as the Passenger discovers the damage, and at the latest, within 7 days of receipt of the Baggage. In case of a delayed delivery of Checked Baggage, the written claim should be filed at the latest within 21 days from the date that the Baggage has been placed at the disposal of the Passenger.

### **16.2 Statute of Limitation**

The right to compensation shall lapse if no action has been brought within 2 years of the date of arrival of the aircraft at the destination or the date on which the aircraft was scheduled to arrive or the date on which the transportation was interrupted. The calculation of the period of limitation shall be determined by the law of the court where the case is heard.

## **Article 17. Other Conditions**

Carriage of the Passenger and the Passenger's Baggage is also provided in accordance with certain other regulations applying to or adopted by the Carrier. These regulations, which may be changed at any

time, concern the carriage of unaccompanied minors, restrictions on the use of electronic devices, the consumption of alcoholic beverages on board, etc.

### **Article 18. Interpretation**

The title of each Article is for convenience only, and is not to be used for interpretation of the text.

### **Article 19. Amendments and Waiver**

None of the employees or the agents of the Carrier are entitled to supplement or amend these General Conditions of Carriage or to waive their application.

### **Article 20. Jurisdiction**

In case the provisions of the Convention do not specify the competent court, legal action can be brought against the Carrier only at the applicable court in the city of Sofia, Republic of Bulgaria.

### **Article 21. General Conditions of Carriage on different languages**

These General Conditions of Carriage are made both in Bulgarian and English language. In case of any inconsistency between the two texts, the Bulgarian one shall prevail.