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CONDITIONS OF CARRIAGE

1 GENERAL

1.1 DEFINITIONS

AGENT (IATA AGENT) - a person or organisation approved by IATA to sell air transport to other persons or organisations

CARRIER - an airline company performing passenger, baggage, cargo and mail transport on the basis of bought flight tickets and airwaybills

CHECKED BAGGAGE - baggage that the passenger hands over the carrier at check-in counter and that is placed and transported in the baggage compartment of the aircraft

CLAIM - a written request for compensation when the carrier does not comply with the contract of carriage

CONDITIONS OF CARRIAGE - the rules by which the transport of passengers and baggage is carried out

BAGGAGE DAMAGE - baggage which is damaged by physical or chemical action

DESTROYED BAGGAGE - baggage which is completely destroyed by physical or chemical action

DECLARED VALUE - the declared value of baggage (including its contents), which is higher than the liability limit of the carrier

DECLARED VALUE CHARGE - a charge collected according to the total value of baggage as declared by the passenger before departure

DEPARTURE PLACE - an airport, where air carriage of passengers and baggage begins in accordance with the flight tickets

EMBARGO – a ban on air carriage of passengers and/or cargo (or certain types of cargo) for a certain period of time on a certain flight (or on a certain part of a flight)

ESTIMATED ARRIVAL TIME - time the time at which the arrival of an aircraft is expected

ESTIMATED DEPARTURE TIME - the time at which the departure of an aircraft is expected

EXCESS BAGGAGE - baggage exceeding the free baggage allowance (weight, dimensions or number of pieces)

FARE - the price of air transport which is provided according to the rules and conditions determined by the carrier

FLIGHT TICKET / BAGGAGE CHECK - travel document issued by a carrier or travel agent for air transport of a passenger and his/her baggage

GROUND TRANSPORT - alternative transport of passengers and baggage by bus or train in case of irregularities in air transport

IATA - International Air Transport Association

ICAO – International Civil Aviation Organization

INTERNATIONAL AIR TRANSPORT - air transport when the departure and destination places are in different states (regardless of transfer during air transport), or in the same state with an agreed stop in a different state

IRREGULARITIES IN TRANSPORT OF PASSENGERS - breach of the timetable

IRREGULAR TRANSPORT - air transport carried out outside the timetable

MONTREAL CONVENTION - the convention for unification of certain rules relating to carriage by air, signed in Montreal on 28 May 1999

PIECE CONCEPT - transport of baggage according to number of pieces, weight and dimensions

REGULAR TRANSPORT - air transport carried out according to the timetable

RESERVATION (BOOKING) - arrangement of a seat for passenger and capacity for baggage

ROUTING - overview of the journey that is stated in the flight ticket

SDR (SPECIAL DRAWING RIGHT) - a currency unit as defined by the International Monetary Fund

SUSPECT DOCUMENT - a document which is lost, missing, stolen, falsified, shows signs of unqualified interference or is purchased through the Internet by suspect transaction

TRACING - the process by which air carrier searches for undelivered baggage

TRANSFER AIRPORT - a layover airport where the passengers transfer from one flight to another flight (such airport is indicated in the flight ticket)

TRANSIT AIRPORT - a layover airport from which the passengers continue their journey on the same flight (such airport is not indicated in the flight ticket)

UNACCOMPANIED BAGGAGE - a piece of baggage carried with an airwaybill according to conditions of carriage for cargo

UNACCOMPANIED MINOR - a child aged from 5 to 11 years (until 12th birthday), not accompanied by a person over 15 years of age; also a child aged from 12 to 17 years (until 18th birthday) can travel as an unaccompanied minor

UNCHECKED BAGGAGE (CABIN) - a piece of carry-on baggage that the passenger can take on board and he/she is responsible for it during the whole journey (see section [2.9, article 3](#))

1.2 RANGE OF EFFECT

1) General Provisions

The Conditions of carriage for passengers and baggage (hereinafter “conditions“) cover all regular and irregular domestic and international passenger and baggage carriage, Czech Airlines (hereinafter “carrier“) carry out, including services related to the carriage. In case of irregular carriage of passengers and baggage, the carrier has the right to apply certain provisions of these conditions differently.

The conditions of carriage follow Czech law, unless its application is ruled out by binding provisions of another law.

If another carrier is involved in the passenger carriage, on flights operated by another carrier may be applied different conditions. Conditions of carriage on flights operated by partner airline can be found [here](#).

2) Free transport

The carrier has the right to exclude, totally or partly, the applicability of these conditions as free transport concerns.

2 CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE IN AIR TRANSPORT

2.1 FLIGHT TICKET

1) General Provisions

The carrier will not accept a person for carriage without a valid ticket. The flight ticket is not transferable. The passenger shall present his/her ticket on the carrier's or other authorized bodies' requests and submit the appropriate coupons to the carrier. The flight coupons must be used for carriage on respective flights in the sequence shown on the ticket.

2) Ticket validity

A ticket entitles a passenger to transport from the departure airport to the destination airport according to the routing and fare stated in the ticket. The ticket is valid for 1 year from the date of commencement of travel, or if not a single flight coupon has been used then it is valid for 1 year from the date of issue. The conditions of purchased fare can determine a shorter period of ticket applicability in air transport.

Each flight coupon entitles the holder to carriage on the day and flight for which a seat was reserved. If a ticket was issued without a date of flight then a seat may be provided to a passenger only according to space availability on the requested flight. If the carrier is unable to provide previously confirmed seating to a passenger or if the flight is postponed in time of the ticket validity, the validity will be extended until the time when the carrier is able to carry out the carriage.

3) Faulty ticket

The carrier has the right to refuse a passenger in the case where:

- a) The presented flight ticket is damaged;
- b) The data in the ticket have been changed by a person other than the carrier or approved sales agent;
- c) The flight ticket is presented without the valid passenger coupon;
- d) Previous flight coupon is not used;
- e) Payment for the ticket is not completed.

2.2 STOPOVER

A stopover is possible, only if the conditions of the corresponding tariff permit. A stopover must be marked in the flight ticket.

2.3 FARE

1) General provisions

Fares published by the carrier as effective on the date of payment for a ticket, are obligatory for carriage, which these Conditions are applicable to. If the fare between two points has not been published the combined fare will be used.

A flight ticket issued at an applicable fare may only be used under the conditions determined for this fare and for the routing shown on the ticket. Any change in routing (place of origin or end of the journey), departure date or ticket exchange may cause a change in fare.

2) Other taxes and charges

Other taxes and charges related to air carriage shall be paid by the passenger in addition to the fare. In case of any change in taxes and charges at the time between the ticket issue and commencement of the journey, the difference will be collected or returned additionally. The [service charge](#) is collected to cover the costs related to the selected method of ticket purchase.

3) Payment

The ticket can be paid in cash, by credit card or by bank transfer in currency accepted by the carrier and in accordance with foreign exchange regulations of the corresponding country. In case the payment can be processed in different currency than the published price, the conversion will be calculated as per rate of exchange specified in the reservation system.

2.4 RESERVATION

1) General provisions

A passenger holding a flight ticket or flight coupon without the date of flight or who requests a change in the date of a flight has no right to any priority reservation.

2) Reservation conditions

The carrier will make a reservation for a particular flight free of charge. The carrier has the right to cancel the reservation without a prior notice if the passenger has not paid for his/her ticket until the specified time.

3) Seat dimensions

The width of a seat between armrests is 43 cm (17 in) in Economy and Business travel class on aircraft with a seating capacity of up to 70 seats. On aircraft with a seating capacity of more than 70 seats, the width of a seat is 44 cm (17.5 in) in Economy class and 50 cm (19.5 in) in Business class (with the exception of A320 aircraft type, where the width of a seat is 45 cm (17.5 in) in both classes). A passenger, with respect to his/her comfort, can reserve a seat in Business class or an extra seat in Economy class in advance.

4) Seating

For safety or operational reasons, the carrier cannot guarantee to provide any particular seat in the aircraft to the passenger. If the passenger fails to arrive at check-in by the time fixed by the carrier or if he/she does not have all necessary documents or is not able to travel, the carrier retains the right to cancel the space reserved for him/her.

5) Change of seat reservation

If a passenger wishes to change any part of the purchased ticket, he/she must contact the carrier or sales office in advance. The charge according to conditions of purchased fare and additional [service charge](#) is collected for each change of reservation.

6) Cancellation of seat reservation

If a passenger will not use his/her seat reservation on the first sector of journey and will not commence his/her journey on the agreed flight without notice to the carrier, his/her reservation can be cancelled on the other flights, including the return flight. If a passenger does not use individual legs of journey in the sequence stated on the ticket, the carrier is entitled to adjust the ticket price according to the updated travel plan and in accordance with the fare conditions applicable as for the date of flight. The price of such ticket may be higher than price of the original ticket.

2.5 OBLIGATIONS OF PASSENGERS WHEN TRAVELLING BY AIR

- 1) The passenger shall, before purchasing a ticket and before boarding an aircraft, prove his/her identity and present relevant travel documents or contingently answer the questions relating to safety on the request of the carrier's staff member or state authorities, or provide requested personal data to authorised state authorities. Legal directive may require the carrier to provide information about passengers or permit access to passengers' data.
- 2) When purchasing the ticket the passenger shall inform the carrier about any health conditions which might complicate his/her carriage or influence the flight in a negative way.
- 3) The passenger shall submit to any security check including his/her checked and unchecked baggage. For safety reasons, dangerous items or materials must not be put in checked or cabin (unchecked) baggage, see section [2.9 Baggage](#), article 1).
- 4) The passenger shall not carry valuable or fragile articles in checked baggage (see section [2.9](#)).
- 5) The passenger shall be adequately aware of the nature of air operation and shall follow the instructions of the carrier, especially at:
 - Check-in, the assembly and movement in the passenger areas;
 - Boarding and disembarking the aircraft;
 - Placing clothes and unchecked (cabin) baggage in the aircraft.
- 6) The passenger shall forbear from committing any act which might endanger the safety and smoothness of air transport, he/she must not disturb other passengers and obstruct the proper performance of the carrier's staff members' duties, nor damage the property of the carrier and passengers, and forebear from the abuse of alcoholic beverages.
- 7) Furthermore the passenger is required to:
 - Arrive at the check-in counter with all the baggage at least 60 minutes before departure in order to accomplish all check-in and safety procedures;
 - Pay a service fee for additional baggage check-in out of standard check-in counter;
 - On the carrier's staff member's announcement or on the illuminated panel indication fasten his/her seat belt during take-off and landing, or as required during the flight;
 - On the carrier's staff member's request, revert back to his/her originally assigned seat if it is necessary due to operational or safety reasons;
 - Respect non-smoking policy, including electronic cigarettes, on board all aircraft. If the passenger fails to comply with this obligation a penalty up to 100,000 CZK may be imposed;
 - Not operate personal electronic devices, which could interfere with the electronic devices and equipment of the aircraft. If the passenger fails to comply with this obligation a penalty up to 100,000 CZK may be imposed;
 - Submit to necessary first aid when his/her health has been harmed during the flight, inform the crew about requested personal and health data and submit to the subsequent medical check up;
 - Repay the carrier all costs for losses and damages, which the passenger caused by his/her improper conduct (e.g., damage of the aircraft interior, illegal carriage of dangerous animals or items, aircraft emergency landing etc.);
 - Unconditionally submit to the instructions of the aircraft commander (captain) and cabin crew during the flight;
 - Submit to the imposed personal security inspection carried out by the state authorities or authorized organizations;
 - Conform his/her clothes and appearance to the standard of air carriage.

2.6 OBLIGATIONS OF THE CARRIER DURING AIR TRANSPORT

- 1) The carrier shall arrange for passengers to be instructed about the location of and how to use the following:
 - Safety belts;
 - Emergency exits and devices meant for common use;
 - Life vests and oxygen devices if this equipment is set for passenger use;
 - Other emergency equipment meant for individual use.
- 2) Passengers must be informed about the no smoking and use of electronic devices regulations on board and that there is a penalty of upto 100,000 CZK for non-compliance.
- 3) If need be the carrier shall instruct passengers about the emergency procedures suitable for the current situation.
- 4) The carrier shall ensure the possibility of using safety belts at take-off, landing, during turbulence and any time when the aircraft commander (captain) requests it, and instruct passengers about placement of their belongings in the aircraft.

2.7 REFUSAL AND EXCLUSION OF PASSENGERS FROM CARRIAGE

- 1) General provisions

The carrier may refuse carriage of a passenger:

- a) If the carrier's regulations on flight performance require it;
- b) If the passenger breaches regulations applicable in the country of departure, arrival or over-flight;
- c) If the passenger is struck with a contagious illness obligatory to report, suffers from a serious illness where the sudden appearance of which may endanger the safety of passengers and flight, or if the passenger cannot take care of him/herself due to his/her physical or mental condition and is not accompanied by someone who will provide the necessary care for him/her;
- d) If the passenger's conduct endangers the safety of carriage or public order or if he/she is not properly dressed;
- e) If any obligation stated in section [2.5](#), especially regarding air transport safety, is breached.

- 2) Passenger's right to compensation

A passenger who was refused or excluded from carriage according to letter a) of the previous provision, will either receive the refunded fare or its proportional part for the unused flight segment or will be offered replacement transport by another flight or means of transport as the compensation for the unperformed carriage.

If the passenger was excluded for different reasons, the charge according to section [2.4](#), article 5) of these Conditions will be deducted from the refunded amount.

2.8 CONDITIONAL ACCEPTANCE OF PASSENGERS FOR CARRIAGE

- 1) Conditional acceptance for carriage

If the passenger whose physical or mental condition or age are such as that he/she may be considered in danger due to a health risk or capable of other damage if transported, the carriage is carried out under the condition that the carrier shall not be liable for any contingent injury, illness or further detriments to health, including death, nor for damage of personal belongings if such damage was in connection with or a consequence of the carriage.

Due to safety reasons the carrier is entitled to refuse carriage of a physically or mentally handicapped passenger without an escort. When purchasing the ticket, it is necessary for an ill passenger to present a physician's certificate on the standard form, stating that he/she is able to undertake the carriage by air.

In case of a sudden death of a passenger during a flight, his/her remains will be unloaded at the nearest airport and submitted to local authorities for further investigation and to order replacement transport.

2) Carriage of passengers with reduced mobility

Passengers with reduced mobility are passengers whose medical or physical conditions require special treatment from the carrier. The extent of care depends on security regulations, aircraft equipment and local conditions at the airport. Blind passengers and passengers dependent on accompanying dogs shall carry a certificate that the dog is trained to assist disabled persons, required travel documents and a muzzle is recommended, to be put on if necessary. Such a dog needs to wear a harness and leash, it is carried free of charge.

3) Carriage of expectant mothers

Expectant mothers are not considered passengers under special health conditions. Until the end of 34th week of pregnancy (in case of a multiple pregnancy until the end of the 28th week of pregnancy), without any health problems, a certificate from the attending physician is not required. If a woman has health problems before 34th week of pregnancy (in case of a multiple pregnancy until the end of the 28th week of pregnancy), or her previous pregnancy was multiple or delivery complications are expected, medical certificate of the attending physician is necessary on the prescribed form stating that the woman may travel by air. For carriage of pregnant women after 34th week of pregnancy, (in case of a multiple pregnancy until the end of the 28th week of pregnancy), the medical certificate on the prescribed form is required in all cases, the carriage is at the woman's and child's own risk and the carrier renounces any liability. The carrier is entitled to refuse carriage of a pregnant woman.

4) Carriage of unaccompanied children

The carriage of unaccompanied child (minor) must be requested at the time as seat reservation. The carrier confirms such service as per available capacity. A child aged from 5 to 11 years (until 12th birthday) may travel alone provided that he/she is accompanied by an adult to the airport of departure. The carrier shall receive written assurance, on a standard form, from parents or a legal representative that another adult will be waiting for the children at the airport of arrival. The forms to be filled in are available at the carrier's sales offices. Unaccompanied children must have all the required travel documents. Carriage of unaccompanied children is subject to an additional charge and can also be provided to children from 12 to 17 years of age (until 18th birthday) on request. The carrier may request the age of the child to be reliably proved.

5) Carriage of children under 2 years of age

On CSA operated flights, an adult passenger may travel with two children under 2 years of age as a maximum. The second child has to have a seat reservation and car seat certified for use in air carriage.

6) Detailed conditions of carriage for the passengers mentioned above are available at the carrier's sales offices.

2.9 BAGGAGE

1) General provisions

Baggage is carried as checked or unchecked (cabin). The passenger has the right to free of charge carriage of his/her baggage according to further provisions of these Conditions. Information on carriage of baggage on flights operated by partner airline can be found [here](#).

The passenger must present all baggage at check-in counter. The carrier is entitled to check the size and weight of each transported baggage. The carrier is entitled to refuse transport of baggage that does not meet the limits specified by these conditions of carriage.

According to valid international regulations, passengers are not allowed to carry weapons, ammunition, knives, toys similar to real aggressive weapons (e.g., pistols, grenades) and all other items of a stabbing or cutting nature. These items must be placed in checked baggage only. The passenger acknowledges that the carrier does not take the responsibility for items which are withheld by carrier or another person for safety reasons. Information regarding carriage of liquids and usage of electronic devices on board can be found [here](#). Any spare battery may only be carried in cabin baggage on board and has to be packed separately to avoid short-circuiting.

Dangerous materials (explosives and ammunitions, flammable and corrosive materials, compressed gases, toxic and infectious substances, oxidizing substances, radioactive materials, magnetic materials and other dangerous goods) may only be carried up to exceptions as cargo under airwaybill and under special conditions of carriage.

2) Checked baggage

One piece of checked baggage must not exceed a maximum weight of 32 kg (70 lb) and the dimensions must not exceed 203 cm (80 in, length + width + depth). Properly closed and locked suitcases or other solid sealable baggage are accepted as checked baggage for carriage. Other objects may be accepted for carriage upon the carrier's approval. Additional [handling fee](#) may be collected for carriage of non-standard baggage (see [article 4](#)) below). A baggage check (the identification portion of a baggage tag) is issued for the passenger for each piece of checked baggage. It must be kept for possible claims.

The foodstuffs in proper covers and small live animals may also be carried as checked baggage in accordance with carrier's internal regulations. Before accepting each piece of baggage for carriage it must carry an identification tag with the name of the passenger and his/her contact address at the point of stay (e.g. name and address of the hotel, address of permanent stay etc.), both inside and outside. The name printed on the identification tag must correspond with the name in the flight ticket and travel document. Baggage, including baggage with a zipper closure, has to be locked to prevent opening during the actual carriage. The passenger is required to pick up the baggage immediately upon the arrival. The carrier is not liable for baggage left uncollected upon arrival. Checked baggage is carried in the baggage compartment of the aircraft and is usually carried on the same aircraft as the passenger. If this is impossible the carrier will carry the checked baggage on the next flight on which space is available.

Before departure or at any time during the journey, the carrier may refuse to carry baggage and items which are likely to endanger the flight, persons or property safety and further baggage and items which might be easily damaged during carriage by air or which are not properly packed.

Passengers shall not carry money, cheques, credit cards, securities or other valuables, commercial or other personal documents, passports or other personal identification documents, medicines, keys, spectacles and sun glasses, jewellery and articles made of precious metals, cameras, video-cameras or other electronic devices (including personal computers, laptops and CDs with databases), art and fragile or perishable articles in their checked baggage.

When the piece concept for carriage of baggage applies on a journey, an adult passenger is entitled to carry two pieces of checked baggage in Business Class free of charge, provided the sum of all three dimensions of each piece does not exceed 158 cm (62 in) and the weight of each piece does not exceed 32 kg (70 lb). In Economy Class, an adult passenger is entitled to carry one piece of checked baggage free of charge, provided the sum of all three dimensions of the baggage does not exceed 158 cm (62 in) and the weight of the baggage does not exceed 23 kg (50 lb). A child with a reserved seat is entitled to free carriage of checked baggage in the same amount as an adult passenger and, with respect to the age of a child, a car seat (certified for air transport) which will be used for carriage of the child on board, and a collapsible pram. A child under 2 years of age without a reserved seat is entitled to free carriage of a piece of checked baggage where the sum of all three dimensions (width + height + length) does not exceed 115 cm (45 in) and the weight does not exceed 10 kg (22 lb), and a collapsible pram.

Passengers may carry valuable, fragile or breakable items (e.g., musical instruments, chandeliers, etc.), packed in a protective packaging, in the passenger cabin as cabin baggage on an individual seat. Passenger must have a confirmed seat for such baggage in addition to his/her seat. When making a reservation for cabin baggage, its size and weight must be known. In order to allow safe carriage on a seat, the baggage weight must not exceed 20 kg (44 lb) and its width must not exceed 42 cm (17 in), its depth 41 cm (16 in) and its height 80 cm (32 in) for all types of aircraft. For transport of cabin baggage on a seat, a charge in the amount of the applicable adult fare will be collected.

3) Unchecked baggage (cabin baggage)

Business Class

The cabin baggage may have a maximum length of 55 cm (22 in), a maximum width of 45 cm (17.5 in) and a maximum depth of 25 cm (9.5 in), including handle, side pockets and wheels.

In addition to one piece of cabin baggage, any passenger may carry onboard one piece of small hand baggage which may have a maximum length of 40 cm (16 in), a maximum width of 30 cm (12 in) and a maximum depth of 20 cm (8 in) including handle and side pocket (e.g., a handbag, briefcase or bag with a laptop). The total weight of the cabin baggage and the second small piece of hand baggage must not exceed 16 kg (34 lb).

Economy Class

The cabin baggage may have a maximum length of 55 cm (22 in), a maximum width of 45 cm (17.5 in) and a maximum depth of 25 cm (9.5 in), including handle, side pockets and wheels. The weight of cabin baggage must not exceed 8 kg (17.5 lb). All other items must be put into the cabin baggage.

On-board, in both classes, can also be carried:

- A car seat for a child with a confirmed seat reservation. The car seat must be certified for use in aircraft. In order to safely fasten the car seat to the seat on board an aircraft, the bottom of the car seat must not exceed a width of 42 cm (16.5 in) and a depth of 46 cm (18 in).
- Crutches or a fully collapsible wheelchair or other orthopaedic devices for disabled passengers. For space reasons, wheelchairs are stored in the cargo compartment of the aircraft.

Cabin baggage must be stored onboard in the assigned overhead storage bins or under the seat in front of the passenger.

Oversized or overweight baggage cannot be carried on board due to safety reasons. Such baggage can be stored and carried as checked baggage in the cargo compartment of the aircraft provided it meets all the requirements of checked baggage. In case the passenger disagrees with baggage carriage as checked baggage, the carrier is entitled to deny the transport of such baggage. Additional service fee is collected for additional check-in out of standard check-in counter.

If the cabin baggage meets allowable dimensions and it is handed over to the carrier at the aircraft due to lack of space onboard, it is not considered as checked baggage and no service fee is collected.

If cabin baggage has to be carried in the cargo compartment of the aircraft, the passenger is responsible for the content of baggage. The passenger has to remove any valuable and fragile items (e.g., medicines, glasses, identity documents and other important documents, money, mobile phones and other electronic devices, jewellery, etc.) from the baggage.

4) Special types of baggage

The following items are subject to prior approval from the carrier and may be carried on conditions determined by the carrier:

a) Sports equipment or other non-standard or oversized baggage

b) Live animals - only to those destinations where valid regulations permit

Animals are not included in the free baggage allowance. The carrier is not responsible for possible health problems of the animal caused by air carriage. Some animals can be carried for applicable charges in the passenger cabin or as checked baggage in the aircraft baggage compartment, if placed in a sufficiently large and solid container with a leak proof bottom and sufficient openings for breathing. The carrier has a right to seek approval with the carriage of an animal and used box at the veterinary service. Small animals can be carried in the passenger cabin, if placed in a container with a maximum size not exceeding a length of 43 cm (17 in), a width of 30 cm (12 in) and a depth of 27 cm (11 in). Total weight of the container with an animal must not exceed 8 kg (17 lb). Guide dogs accompanying sight, hearing or otherwise impaired passengers and dogs used to save lives will be carried free of charge and without a container in the cabin. The dogs must wear a harness and leash, a muzzle is recommended, to be put on if necessary and their training certificate and required documents shall be available.

- c) Carriage of weapons and ammunition:
Weapons of all types may be accepted for carriage by air to those destinations where valid regulations permit. They must be empty and be placed in the cargo compartment only. Ammunition of an explosive nature belongs in so called Dangerous Goods category and may only be carried as cargo according to conditions for carriage of dangerous goods.
 - d) Carriage of diplomatic baggage is allowed to diplomatic couriers in the cabin.
- 5) Carriage of baggage exceeding the allowance
Baggage exceeding the free baggage allowance will be carried according to the carrier's capacity. When the piece concept for carriage of baggage applies, for each piece of baggage in excess of or exceeding the allowed dimensions or weight, [a charge](#) set by the carrier will be collected. When the weight concept applies, for baggage exceeding the free baggage allowance, a charge for each kilogram in excess according to its total weight and on the basis of the final destination will be collected. The charges for excess of the free baggage allowance may be collected, with regard to the technical possibilities available, at any time during the carriage.
- 6) Search of baggage
The carrier may search passenger's baggage in the passenger's presence. If the passenger is not available, the carrier may open his/her baggage in the presence of at least one witness who is not a member of the carrier staff, if they suspect that the baggage contains items excluded from carriage or the carriage of which requires special regulations.
- 7) Unaccompanied baggage
Carriage of unaccompanied baggage follows special regulations of the carrier.
- 8) Baggage with declared value
The passenger may declare value of checked baggage in excess of the applicable liability limits at time of passing it on to the carrier at the latest, and pay a declared value charge, or he/she may insure his/her checked baggage at an insurance company.
- 9) Checked-in baggage delivery
- a) The passenger shall collect his/her baggage upon arrival.
 - b) The bearer of the baggage check and identification tag, delivered to the passenger at the time of baggage check-in, may collect the baggage. The carrier shall not check whether the bearer of the baggage check and identification tag is entitled to collect the baggage and is not liable for loss, damage or other expenses, which could arise to the passenger as a result of such delivery.
 - c) It is necessary to report damaged or undelivered baggage to the carrier immediately after arrival at BAGGAGE CLAIM counter. The carrier is obliged to write a report. Otherwise it is understood that the baggage has been delivered in good condition.
 - d) When damage is reported later than immediately after delivery, the passenger must prove the causal connection between the reported damage and the corresponding carriage.

2.10 TIMETABLE

- 1) Timetable
The carrier will make a maximum effort to undertake the carriage of passengers and their baggage in accordance with the timetable, in effect on the day of flight. The carrier is not liable for errors and omissions in timetables or other information given by employees or agents of the carrier as to the dates and times of departure or arrival and aircraft operation, with the exception of cases when the carrier is aware that damage will probably occur due to misinformation or omission.
- 2) Irregularities in air transport
If a flight has been delayed, cancelled, or if the carrier is not able to provide previously confirmed space and the passenger cannot be carried to the destination point, or if the passenger misses a connecting flight with confirmed reservation, the carrier shall according to the regulation of the European Parliament No. [261/2004](#), either:
- a) Refund the ticket price, if the travel cannot meet the original purpose any longer, or

- b) Transport of passenger to the destination indicated in the ticket on its own scheduled service, or, if it is technically possible, on a scheduled service of another carrier. A change of carrier upon agreement with passenger means the termination of the original contract of carriage and the conclusion of a new contract of carriage with the respective carrier. If the passenger accepts a change of carrier, he/she also accepts the conditions of carriage of the new carrier.
- c) The passenger is entitled to refreshments in a reasonable relation to the time of waiting or to hotel accommodation, if a stay for one or more nights becomes necessary.

In case a booked passenger was not accepted for carriage due to a flight cancellation caused by the carrier or insufficient seat capacity, relevant compensation will be provided to him/her.

On marketing flights to/from the United States the operating carrier will provide assistance to passengers in case of tarmac delays, namely in the range defined by the [Contingency plan](#) of the operating carrier.

2.11 REFUNDS

1) General provisions

Refunds follow the conditions of carriage and fare conditions valid at the time of ticket purchase. Refunds are made only by the carrier that issued the ticket or by its agent who is authorized to do so. The method of payment will be kept when refunding. The carrier may request the person claiming a refund to submit a written application.

In case that the carrier cannot meet the conditions of carriage according to the contract of carriage or when a passenger requests a voluntary change in any of the conditions of carriage, the carrier is entitled to provide a refund for an unused ticket or its portion. The refund will be paid to the eligible person on condition that he/she will submit to the carrier the ticket with unused flight coupons, passenger coupon and if need be the boarding card.

The carrier will give a refund either to the person named in the ticket or to the person who paid for the ticket upon presentation of a satisfactory proof. If a ticket has been paid for by a person other than the passenger named in the ticket and the carrier has indicated restricted conditions for refund of the ticket, the carrier will give a refund only to the person who paid for the ticket. Except for the case of lost tickets, the carrier will only provide the refund upon submitting the corresponding flight coupons.

A refund, given to a person who presented the corresponding coupons, receipt and unused flight coupons in terms of the above stated provisions, is considered a proper refund and discharges the carrier from any liability and any further claims for refunds.

2) Involuntary refund

If the passenger could not begin his/her journey for which he/she held a ticket for reasons caused by the carrier, the carrier will refund fare to the passenger irrespective of conditions of purchased fare.

3) Voluntary refund

If the passenger requests the refund of fare after ticket purchasing for other reasons than those set out in item 2) of this paragraph, the carrier will refund fare to passenger in accordance with these conditions of carriage and fare conditions valid at the time of ticket purchase. An additional [service charge](#) is collected for a ticket refund.

4) Refund of lost tickets

If a carriage document is lost, the carrier will offer purchase of the new document to passenger.

If passenger subsequently presents the ticket in the sales office, where the ticket was purchased, standard refund can be provided in accordance with fare conditions.

5) Deadline for submitting application

The claim for refund of an unused or partly used document has to be submitted within 30 days after the expiry date of the document.

6) Right to refuse refund

The carrier may refuse refund of a ticket:

- a) After the document expires and after the time limit for submitting a claim expires;
- b) If a return ticket was the condition of entry into a country;
- c) In compliance with conditions of purchased fare.

7) Currency

All refunds are subject to regulations of the country in which the ticket was purchased or of the country in which the refund is being given. Therefore refunds will be given in the currency in which the ticket was paid for or, if it is in accordance with valid foreign currency regulations, in the currency of the country where the refund is being made.

2.12 TRAVEL FORMALITIES

1) Passports, visas and other documents

- a) The passenger shall obtain all the documents and comply with all conditions requested by authorities of the country of departure, transit, transfer or arrival (e.g., entry and exit conditions of the country).
- b) The carrier is not responsible for any damages or expenses, which the passenger incurred due to non compliance with the stated obligations.
- c) The carrier is entitled but is not obliged to check all travel documents and formalities.

2) Denied entry and deportation

The passenger shall pay the applicable fare if the authorities require the carrier, to return the passenger to his/her departure point or elsewhere. To settle such fare the carrier may use so far unused carriage documents. The fare collected for carriage to the point of denied entry or deportation of the passenger will not be refunded by the carrier.

3) Reimbursement of carrier's costs and damages

The passenger shall, on demand, reimburse to the carrier all costs and damages incurred by his/her non-compliance with the required administrative travel formalities, required in the country of departure, transit, transfer or arrival.

4) Customs inspection

The passenger shall attend the inspection of his/her checked or unchecked baggage carried out by customs or other authorities. The carrier is not liable to the passenger for any damage or loss suffered by the passenger through failure to comply with this condition.

3 COMMON PROVISIONS AND LIABILITY OF THE CARRIER

3.1 SUCCESSIVE CARRIERS

Air transport to be performed by several successive carriers under one ticket or under a ticket and conjunction tickets issued in connection with it, is to be regarded as a single operation.

If several successive carriers perform the carriage, each of them, accepting passengers and baggage, is considered a contractual party of carriage according to valid international conventions.

Passengers or their proxies may only place any claim with that carrier that performed the carriage during which such damage occurred creating a claim for damage, with the exception where the first carrier takes the liability for the whole journey by a specific agreement.

In case of baggage, the passenger may place the claim with the first carrier, and the passenger entitled to collect the baggage may place the claim with the last carrier, and further more he/she may place the claim with any carrier that performed the carriage when baggage destruction, loss, damage or delay occurred. These carriers are jointly and equally liable to the passenger.

3.2 CARRIER'S LIABILITY

1) General

- a) In international air transport, the carrier's liability follows Montreal Convention of 28 May 1999 and also the European Parliament and European Union Council regulation No. 2027/97 as amended by the regulation No. 889/2002 of 13 May 2002, pursuant to the Montreal Convention applicable to both international and domestic air transport.
- b) The carrier is liable up to the amount of the actual damage, however to the limit of its liability only. The carrier is not liable for indirect or consequential damage or for loss of profit.
- c) The limitation of liability applies to all employees, agents and representatives of the carrier.

2) Carrier's responsibility for damage in air transport of passengers and their baggage

- a) There is no financial liability limit for the carrier in case of death or injury of a passenger at an accident. For compensation up to 113 100 SDR (approximately 125 000 EUR or its equivalent in local currency), the carrier will not protest against proved liability claims. If the compensation requirement is higher than 113 100 SDR, the carrier reserves the right to defend itself by all available means and the right to prove that there was not negligence or other fault on the carrier's side.
- b) In case of death or injury of a passenger, the carrier will provide the authorised person with advance payment in the amount of 16 000 SDR as a minimum (approximately 17 500 EUR or its equivalent in local currency), to cover immediate financial needs. The advance payment will be provided within 15 days from the date when the authorised person is appointed. The advance payment does not mean the acceptance of liability by the carrier and in case of further payments it is considered a part of them. The advance payment is not returned to the carrier, unless the carrier proves that the damage was caused by the negligence, omission or other improper action of the passenger, or if the advance payment was received by an unauthorised person.
- c) In case of a delay in passenger carriage, the carrier is responsible for damage up to 4 694 SDR (approximately 5 200 EUR or its equivalent in local currency), except for the cases when the carrier took all adequate measures in order to prevent the damage or when such measures were not feasible.
- d) In case of a baggage delay, the carrier is responsible for damage up to 1 131 SDR (approximately 1 250 EUR or its equivalent in local currency), except for the cases the carrier took all adequate measures in order to prevent the damage or when such measures were not feasible.

- e) In case of a total damage, loss or damage to checked or cabin baggage the carrier is responsible for damage up to 1 131 SDR (approximately 1 250 EUR or its equivalent in local currency), except for the cases of general use or cases where the baggage is damaged or faulty before the commencement of the journey.
 - f) The above financial limit for baggage up to 1 131 SDR applies to both checked and cabin baggage together with respect to presented receipts.
- 3) Carrier's limitation of liability
- a) The carrier is responsible for damages caused on its flights only. The carrier that issued the ticket or checked in baggage for a flight of another carrier is considered its agent only. The passenger has the right to place his/her checked baggage claim towards the first or last carrier.
 - b) The carrier is not responsible for damage to passenger baggage caused by its contents.
 - c) The carrier is not responsible for damage to cabin baggage and other items in the passenger's care, unless the damage is caused by the carrier or the passenger could not care about his/her baggage. However, if the damage was caused jointly by the passenger and the carrier they both are responsible proportionally, according to their individual participation on the damage.
 - d) The carrier is not responsible for any damage, loss or partial damage caused by natural causes, death of animals or animal behaviour such as biting, kicking, stabbing or suffocation, or faulty carrying box or the inability of the animal to cope with different conditions of air transport.
 - e) If a passenger whose age or mental or physical conditions may cause a certain risk is transported, the carrier is not responsible for any illnesses, injury or disability or death that might be caused by his/her conditions or deterioration of such conditions.

3.3 METHOD OF CLAIMS AND CLAIM TIME LIMITS

- 1) The passenger shall immediately report any damage to health, unchecked baggage and other personal property to the carrier, which will make a written statement. If the damage is reported later, the passenger must prove causal connection between the reported damage and the corresponding carriage. If a serious injury occurs the carrier shall report it itself.
- 2) The passenger has to claim checked baggage damage immediately upon arrival, however in writing within 7 days from the baggage delivery at the latest. Compensation for delayed baggage may be claimed in writing within 21 days from its delivery.
- 3) Claims for damages to health, delayed baggage, lost or damaged baggage expire 2 years after the arrival at the destination or estimated arrival or 2 years after the carriage was terminated.

3.4 VALIDITY AND EFFECT

These "Conditions of Carriage for Passengers and Baggage in Air Transport" come into effect as of 1 June 2014, are issued in electronic form and may be printed upon passenger's request for consulting at all Czech Airlines offices.

The "Conditions of Carriage for Passengers and Baggage in Air Transport" of 27 October 2013 expire on the same date.

Also the Czech version of these conditions of carriage is done. Only the Czech version of these conditions of carriage is deciding in case of litigation or obscurity in interpretation of versions in any other languages.

České aerolinie a.s.