



# **Conditions of Carriage for Passengers and Baggage**

**Effective from 28 December 2019**

## INTRODUCTION

If you have been issued with a Booking Confirmation for carriage by air by flydubai, you will have a contract of carriage with flydubai. That contract gives you the right to be carried on a flight or series of flights and its terms are governed by:

- the terms and conditions of contract of the Booking Confirmation;
- these Conditions of Carriage;
- applicable Tariffs; and
- our Rules.

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# 1. Article 1 - What particular expressions mean in these conditions

## 1.1 Definitions

**We, us, our** means flydubai.

**You, your, yourself** means any person (whether adult, child or infant) holding a Booking Confirmation to be carried in an aircraft, except members of the crew. See also the definition of Passenger.

**Airline Designator Code** means the two or three letters which identify individual airlines.

**Authorised Agent** means a passenger sales agent we have appointed to represent us in the sale of our tickets.

**Baggage** means your personal property accompanying you on your carriage consisting of your Checked Baggage and/or Unchecked Baggage.

**Baggage Check** means those parts of your Booking Confirmation which relate to the carriage of your Checked Baggage.

**Baggage Tag** means a document we give you to identify your Checked Baggage.

**Business Day** means a day other than Friday, Saturday or any public holiday declared by the UAE Ministry of Labour for the private sector in the UAE.

**Boarding Gate** means the area of the airport through which you must proceed immediately before embarking the aircraft and where we check your boarding pass.

**Booking Confirmation** means the document marked "Booking Confirmation" issued by us or our Authorised Agent (and see Article 3.1(c)).

**Checked Baggage** means Baggage we take into our custody for carriage in the hold of an aircraft for which we have issued a Baggage Check or a Baggage Tag or both.

**Check-in Deadline** means the time limit we have set for you to complete the process of check-in and receiving a boarding pass.

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

**Convention** means whichever of the following international conventions apply:

- (a) Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999 (the **Montreal Convention**);
- (b) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the **Warsaw Convention**);
- (c) the Warsaw Convention as amended at The Hague on 28 September 1955;
- (d) the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- (e) the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- (f) the Warsaw Convention as amended at The Hague and as amended by Additional Protocol No. 4 of Montreal (1975);
- (g) the Guadalajara Supplementary Convention (1961); and
- (h) any other applicable protocols or conventions and any enabling legislation.

**Damage** includes, but is not restricted to, death, wounding, bodily injury or delay to a Passenger and loss, partial loss, theft, delay or other damage to Baggage, arising out of or in connection with, either carriage on flights we operate or other services we perform.

**Day** means any of the seven days of the week. For the purpose of sending notices, we will not count the day on which a notice is sent. For the purpose of determining whether a Booking Confirmation is valid, we will not count the day on which the Booking Confirmation was issued or the day the first flight began.

**Force Majeure** means unusual and unforeseen circumstances which either you or we cannot control and the consequences of which cannot be avoided by taking reasonable care.

**IATA** means the International Air Transport Association.

**ICAO** means the International Civil Aviation Organisation.

**National Currency Equivalent** means the equivalent value of the local currency of the country in which the compensation is to be paid or in which judgement is to be made.

**Optional Extras** means additional items purchased other than the fare including, without limitation, inflight meals, seat selection, insurance and the transportation of Baggage.

**Passenger** means any person, except members of the crew, entitled by a Booking Confirmation to be carried in an aircraft. See also the definition for "you", "your", "yourself".

**Rules** mean the rules we have for certain aspects of carriage of Passengers and their Baggage which are described or referred to in more detail in Article 17 and which can be found on our Website.

**SDR** means Special Drawing Right as defined by the International Monetary Fund and the current value of this currency unit may be found in the financial pages of major newspapers.

**Stopover** means any place set out in your Booking Confirmation or shown in our timetables as a scheduled stop (regardless of duration) between the first place of departure and the last place of destination in that Booking Confirmation.

**Tariff** means fares for carriage, charges and related Conditions of Carriage and Booking Confirmation restrictions (whether published or otherwise available) and filed, where required, with a relevant governmental authority or designated body.

**Unchecked Baggage** means your Baggage, other than your Checked Baggage, which is carried by you aboard the aircraft.

**Voucher** means the electronic method of refund of your Booking Confirmation.

**Website** means our internet website with the address [flydubai.com](http://flydubai.com) or any other domain utilized by us from time to time.

## 2. Article 2 - When these Conditions are applicable

### 2.1 General

- (a) These Conditions of Carriage form part of your contract of carriage with us and apply to the carriage we provide to you unless Article 2.3 says otherwise.
- (b) These Conditions of Carriage may be changed in your favour, but only by a written document signed by one of our authorised staff.

### 2.2 Code shares

- (a) On some services we have arrangements with other airlines known as code shares. This means that even if you have a reservation with us and hold a Booking Confirmation showing the "FZ" Airline Designator Code for one or more flights, another airline may operate the aircraft.
- (b) If such arrangements apply to your carriage we will tell you of the name of the other airline at the time you make your reservation with us or, if made through an Authorised Agent, we will try to make sure that the Authorised Agent gives you such information.
- (c) For such flights, these Conditions of Carriage will apply where we have a legal obligation to you and the conditions of carriage of the operating carrier will apply in all other respects. This means that, for example, provisions relating to baggage acceptance, check-in and boarding, refusal and limitation of carriage, conduct aboard

aircraft, and schedules, delays and cancellation of flights may differ from these Conditions of Carriage.

### **2.3 Overriding law**

These Conditions of Carriage do not apply to the extent they are inconsistent with any Tariff or with laws which apply to your carriage. If any provision or part of these Conditions of Carriage becomes invalid in whole or in part, the other parts of these Conditions of Carriage will still apply.

### **2.4 Conditions prevail over Rules**

If these Conditions of Carriage are inconsistent with any of our Rules, these Conditions of Carriage will apply. If any part of our Rules becomes invalid in whole or in part, the other parts of our Rules will still apply.

### **2.5 English language text prevails**

These Conditions of Carriage may be reproduced in several languages. If there is any inconsistency between the English text and a non-English text, the English text will prevail unless applicable law requires otherwise. The English text can be viewed on our Website.

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## **3. Article 3 - Booking Confirmations**

### **3.1 General**

- (a) We will provide carriage only to persons who possess a valid Booking Confirmation (a 'ticket' for the purposes of the Convention) provided that such person is named as the Passenger in the Booking Confirmation.
- (b) A Booking Confirmation will be issued to you once you have paid for that Booking Confirmation.
- (c) You may not be entitled to be carried on a flight if the Booking Confirmation presented is mutilated, spoiled or tampered with, or if it has been altered otherwise than by us or our Authorised Agent. For replacement of a lost or damaged Booking Confirmation see Article 3.4.
- (d) For the purposes of the Convention, and for any other relevant purposes, a Booking Confirmation is considered to serve as a passenger ticket and a document of carriage.
- (e) You cannot transfer your Booking Confirmation to another person, and name changes will not be permitted.
- (f) The Booking Confirmation is and remains at all times our property if issued by us or our Authorised Agent. If a booking confirmation (or ticket) has been issued by, or on behalf of, another airline, it is and remains the property of that airline.

### 3.2 Period of validity

Except as otherwise provided in the Booking Confirmation, in these Conditions of Carriage, in the Rules or in Tariffs which apply, a Booking Confirmation is valid for the date(s), time(s) and flight(s) specified on that Booking Confirmation.

### 3.3 Vouchers, special fares, validity and refunds

- (a) A Voucher can be used only for the partial or complete payment of flights and Optional Extras and is:
  - (i) valid for 12 months after the date of issue and such validity cannot be extended unless otherwise stipulated in the Voucher;
  - (ii) issued in the name of an individual Passenger only;
  - (iii) used to pay only for the individual Passenger named in the Voucher in any new booking; and
  - (iv) non-transferable.
- (b) Some of our flights are sold at special fares which may be partially or completely non-refundable.
- (c) Unless applicable laws provide otherwise, refunds (if any) will only be given in the form of a Voucher. If any applicable law requires otherwise, you will be offered a choice between a refund to the original form of payment or a Voucher.
- (d) To receive a Voucher you must have a valid email address to which the Voucher can be sent. We will also send you a PIN for unlocking the value in the Voucher at a future date. Vouchers can only be redeemed through a flydubai call centre, an Authorised Agent or our Website.
- (e) Some fares have conditions attached to them which limit or exclude your right to change or cancel reservations. The different types of fares and the rights and restrictions connected to them are set out in the Rules.
- (f) Unless otherwise set out in the Booking Confirmation, these Conditions of Carriage or the Rules, a Booking Confirmation is valid only for the flight recorded on the Booking Confirmation. Your Booking Confirmation will be invalid and will not be honoured by us if not used in the sequence stated in the Booking Confirmation.
- (g) Unless otherwise provided for in the Rules, no refund or alternative travel will be given if a Passenger does not appear for the flight within the advised time limits or before the Boarding Gate is closed.

### 3.4 Replacement of Booking Confirmation

- (a) At your request, and if you comply with the requirements of Article 3.4(b), we may replace your Booking Confirmation if all or part of it is lost or damaged and cannot be presented for carriage, provided there is adequate evidence, readily ascertainable at the time, that a Booking Confirmation valid for the flight(s) in question had been duly issued by us or our Authorised Agent.
- (b) Before any Booking Confirmation will be replaced in accordance with Article 3.4(a) you must pay to us any applicable administration fee for this service. This Article will not apply if replacement of your Booking Confirmation is necessary by reason of our or our Authorised Agent's fault or negligence.

### **3.5 Our name and address on Booking Confirmations**

Our name may be abbreviated to the "FZ" Airline Designator Code in the Booking Confirmation. Our address is flydubai, P.O. Box 353, Dubai, U.A.E., [letstalk@flydubai.com](mailto:letstalk@flydubai.com), +971 600 544 445.

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## **4. Article 4 - Fares, taxes, fees, charges and exceptional circumstances surcharges**

### **4.1 Fares**

- (a) The fare paid for the flight(s), the subject of your Booking Confirmation, covers carriage of you and may cover transport of your Baggage (our Rules set out the extent to which the fare you paid includes carriage of your Baggage) from the airport at the place of departure to the airport at the place of destination (via specified Stopovers, if any) at the times and on the dates specified in the Booking Confirmation, unless we say otherwise.
- (b) The fare does not include ground transport services between airports unless we say otherwise.
- (c) The fare for your Booking Confirmation has been calculated according to our Tariff as it applied on the date payment was made for your Booking Confirmation.

### **4.2 Taxes, fees and charges**

- (a) You must pay us the total amount of the fare, any Optional Extras and all applicable taxes, fees and charges imposed on us by a government or other authority, or by the operator of an airport, which we are obliged to collect from you or to pay in respect of your carriage.
- (b) When you purchase your Booking Confirmation, we will tell you about all taxes, fees and charges not included in the fare, which subject to the applicable law may be shown separately on the Booking Confirmation.

- (c) Taxes, fees and charges imposed on air travel are outside our control and are constantly changing and can be imposed or changed after the date your Booking Confirmation has been purchased. If a tax, fee or charge is imposed or increased after your Booking Confirmation has been purchased, you must pay to us any such tax, fee or charge, or any such increase before your carriage.

#### **4.3 Surcharges in exceptional circumstances**

- (a) In exceptional circumstances, we may be subject to:
  - (i) charges imposed on us by third parties which are of a type or amount not normally applicable to our operations (for example, insurance premium supplements or additional security costs triggered by unlawful interference with civil aviation); or
  - (ii) significant increases in costs caused by an event of Force Majeure.
- (b) In such cases:
  - (i) you must pay us, as fare surcharges, all such charges attributed by us to your carriage (even if imposed after the date of issue of your Booking Confirmation);
  - (ii) we will contact you with details of any applicable fare surcharges as soon as possible;
  - (iii) if we are unable to contact you we will tell you of any applicable fare surcharge at check-in; and
  - (iv) if you do not wish to travel due to the surcharge you may cancel the booking and obtain a Voucher to the value of the cancelled Booking Confirmation. No refund to the original form of payment will be provided, unless required by applicable laws.
- (c) If any exceptional circumstances surcharge ceases to apply to all or part of your carriage, or a lesser amount is due, a refund Voucher can be claimed in respect of any such surcharge which has been paid. Please ask us or our Authorised Agent for details of how to claim such refund.

#### **4.4 Cancellation of reservation and denial of boarding**

We will cancel your reservation and deny you boarding if you have not paid the applicable fare (including, without limitation, applicable taxes, fees, charges, Optional Extras and/or surcharges) for the Booking Confirmation prior to your flight and in any event, within the period prescribed by us.

## 5. Article 5 - Reservations

### 5.1 Reservation requirements and changes to your booking

- (a) Some fares have conditions attached to them which limit or exclude your right to change or cancel reservations. Details of any such conditions will be provided at the time of booking and may also be found in our Rules.
- (b) You must tell us at the time of booking if you have a medical condition or other condition for which you may require medical assistance or special assistance during embarkation, disembarkation or aboard an aircraft (for example, the circumstances contemplated in Articles 7.3 to 7.5). In the event you do not notify us at least 48 hours prior to your flight, we cannot guarantee that assistance will be provided and you may as a result be denied boarding if such assistance is necessary but not available. However, we will make all reasonable efforts to ensure that the assistance requested is provided.
- (c) You are entitled to cancel or amend your booking at any point in accordance with our Rules. However, no changes may be made and you may not cancel your booking less than 4 hours prior to departure, or once you have checked in for your flight.

### 5.2 Personal data

We will process your personal data in accordance with our privacy policy, which can be found on our Website at <https://www.flydubai.com/en/information/policies/privacy-policy>.

### 5.3 Seating

- (a) We will endeavor to honour advance seating requests, however:
  - (i) we cannot guarantee any particular seat;
  - (ii) we reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for legitimate reasons including but not limited to operational, safety or security reasons; and
  - (iii) other than refunding any seat selection fee you may have paid, we will otherwise have no liability to you for any seat changes we make.

### 5.4 Aircraft

- (a) We cannot guarantee any particular aircraft will be used for your carriage. We can change the aircraft on which you will be carried, whether for operational, safety, security reasons or otherwise.
- (b) It may be necessary for us to temporarily supplement our fleet with aircraft operated for us by another airline. If this applies to any aircraft on which you are due to be carried by us, we will inform you of the identity of the operator of the aircraft, or try to ensure that our Authorised Agents give you such information. We will try also to ensure that

you receive the same level of in-flight service, entertainment, and baggage allowance advertised for your flight, but cannot guarantee that this will always be possible.

## 5.5 Reconfirmation of reservations

- (a) Unless told otherwise, it is not necessary for you to reconfirm onward or return reservations before flying. If we do require you to reconfirm your reservation before a flight, we or our Authorised Agent will tell you when, how and where it should be done.
- (b) If you fail to reconfirm a reservation for any flight where we have told you that reconfirmation is necessary, we may cancel all of your onward or return reservations. No refund of the fare paid will be available in respect of such cancelled reservation unless permitted by the conditions applicable to your Booking Confirmation and which can be found in our Rules.
- (c) After we have cancelled your reservation because of your failure to reconfirm your reservation where we have told you that reconfirmation is necessary, we may reinstate your reservation at your request and carry you if there is space on the flight to which your cancelled reservation related. If there is no space available on that flight, we will use reasonable endeavours to try to carry you on another of our flights to your next or final destination, but we are not obliged to do so. The circumstances set out in this Article 5.5(c) do not qualify as an event of denied boarding in accordance with Article 9.3.
- (d) You should check the reconfirmation requirements of any other airlines involved in your carriage with them and, where necessary, reconfirm with the airline whose Airline Designator Code is entered in the Booking Confirmation for the flight in question. We will have no liability to you if another airline cancels one or more reservations because you failed to reconfirm that reservation where you were required to do so. Your right to onward travel or a refund will be governed by the conditions of carriage of the other airline.

## 5.6 Cancellation of onward reservations

- (a) Subject to Article 5.6(b), we will cancel the unused part of your reservation if:
  - (i) you fail to check-in for your flight by the Check-in Deadline in accordance with Article 6(d)(i); or
  - (ii) you fail to present yourself at the Boarding Gate with your boarding pass in accordance with Article 6(d)(ii).
- (b) We will not cancel your unused reservations pursuant to Article 5.6(a) if you tell us of your intention not to use any part of your reservation before the Check-in Deadline or before the Boarding Gate closes if the check-in formalities and security check have been completed.
- (c) If we are required by applicable law to honour your unused onward reservations despite you either failing to check-in by the Check-in Deadline or not presenting yourself at the Boarding Gate with your boarding pass in accordance with Article 6(e), subject to the availability of seats, we will offer you carriage on the next available flight and you will be

charged the difference between the original ticket purchased and the highest fare in the same class of travel applicable to the modified Booking Confirmation at the time of reissuance.

- (d) We will not be liable to you for any loss or expense whatsoever resulting from your failure to comply fully with the requirements of Articles 5.5 and 5.6.

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## 6. Article 6 - Check-in and boarding

- (a) The Check-in Deadline may vary from airport to airport and you must inform yourself about these Check-in Deadlines and comply with them.
- (b) The Check-in Deadline for your flight can be found on our Website, on your Booking Confirmation or can be obtained from us or our Authorised Agents both prior to and after making your booking.
- (c) You should allow yourself sufficient time to comply with the Check-in Deadline and the security clearance procedures.
- (d) Unless told otherwise, you must:
  - (i) complete the check-in and go through the security check no later than 60 minutes prior to the scheduled departure time of your flight; and
  - (ii) present yourself at the Boarding Gate no later than 45 minutes prior to the scheduled departure time of your flight.
- (e) If you arrive outside the applicable time limit at the Boarding Gate, we may decide not to carry you and your Checked Baggage will be off-loaded from the aircraft.
- (f) You are responsible for ensuring that you observe any minimum connection times between flights.
- (g) We will not be liable to you for any loss or expense whatsoever resulting from your failure to comply fully with this Article 6.

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## 7. Article 7 - Refusal and limitation of carriage

### 7.1 Our right to refuse carriage

We have the right to refuse to carry you or your Baggage on any flight (even if you hold a valid Booking Confirmation and have a boarding pass) if one or more of the following events has happened or is likely to happen:

- (a) refusal to carry is necessary in order to comply with any applicable laws, regulations, visa rules, orders or governmental policy; or
- (b) you commit a criminal offence during check-in or any of the other operations of embarkation on your flight, or disembarkation from a connecting flight, or on board the aircraft before take-off; or
- (c) you fail to observe safety or security instructions of any ground staff or crew member or obstruct or hinder the performance of their duties; or
- (d) you use threatening, abusive, insulting or indecent words, physically assault or batter, or behave in a threatening, abusive, insulting or indecent manner to any person, including ground staff, members of the crew or other Passengers; or
- (e) carrying you and/or your Baggage may endanger the safety, health, or security of the aircraft, other Passengers or members of the crew, or affect the comfort of other Passengers aboard the aircraft; or
- (f) you appear to be under the influence of alcohol or drugs; or
- (g) your mental or physical state, including your impairment from alcohol or drugs:
  - (i) appears to present a hazard or risk to yourself, or to Passengers, or to crew, or to the aircraft, or any person or property in it, or
  - (ii) represents a likely or actual source of material annoyance or discomfort to other Passengers aboard the aircraft if you were to proceed to travel; or
- (h) you refuse to allow a security check to be carried out on you or your Baggage; or
- (i) you fail to provide satisfactory answers about travel itinerary or in response to security questions at check-in or the Boarding Gate; or
- (j) you fail a security screening, or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass; or
- (k) you fail to observe our safety, security or passenger comfort instructions concerning, for example, seating, storage of Unchecked Baggage, smoking, consumption of alcohol, use of drugs, dress, or use of electronic equipment (for example but not limited to: mobile/cellular phones, laptop computers, PDAs, wearable technology and smart watches, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices); or
- (l) you have made, or attempted to make, a bomb hoax, hijack threat or any other security threat; or
- (m) you have not paid in full the applicable fare, taxes, fees, applicable charges, Optional Extras or exceptional circumstances surcharges for your carriage; or
- (n) you appear, in our reasonable opinion:

- (i) not to meet requisite visa or passport requirements; or
  - (ii) not to have valid or lawfully acquired travel documents; or
  - (iii) to have acquired travel documents by fraudulent means; or
  - (iv) you wish to travel to or enter a country through which you may be in transit for which you do not have valid travel documents or meet the requisite visa requirements; or
  - (v) you destroy your travel documents aboard the aircraft or between check-in and boarding; or
  - (vi) you refuse to allow us to copy your travel documents; or
  - (vii) you refuse to surrender your travel documents to the flight crew, against receipt, when so requested; or
- (o) we have been informed (orally or in writing) by immigration or other authorities of the country you are travelling to or through which you may intend to transit, or of a country in which you have a Stopover planned, that you will not be permitted entry to such country even if you have valid travel documents; or
- (p) you fail, or refuse, to give us information in your possession or available to you which a governmental authority has lawfully asked us to give about you, or it appears to us that any such information you have given is false or misleading; or
- (q) you present a Booking Confirmation that:
- (i) appears to have been acquired unlawfully or by fraudulent means (for example, by means of use of a stolen credit or debit card); or
  - (ii) has been purchased on a credit card and, if requested by us, you are unable to present that credit card or a copy thereof; or
  - (iii) appears to be forged or falsified, or altered without requisite authority; or
  - (iv) has been purchased from or issued by an entity other than us or our Authorised Agent; or
  - (v) has been reported to us as being mutilated, lost or stolen, or is a counterfeit; or
  - (vi) you cannot prove that you are the person named in the Booking Confirmation; or
  - (vii) you fail to comply with the requirements set forth elsewhere in these Conditions of Carriage or Rules; or
- (r) you do not meet the requirements of Article 7.3 in relation to your medical fitness to fly; or

- (s) you do not meet the requirements of Article 7.4 in relation to carriage while pregnant; or
- (t) you, (or the person who is legally responsible for you, if you are a child) have failed to comply with the requirements of Article 7.7; or
- (u) you, or someone for whom you are responsible who is travelling with you (for example, a child or infant) is not permitted by law, court order or bail conditions to leave the jurisdiction of the place of departure of the aircraft; or
- (v) you are, or we reasonably suspect you are, in unlawful possession of drugs or any other prohibited item(s); or
- (w) you have previously behaved in any of the ways prohibited above and we believe that you may repeat such behaviour, or you have previously been refused carriage by another airline for any reason relating to your behaviour, or you have breached any of the duties imposed on you by Article 11.1 in relation to previous carriage by us; or
- (x) we have notified you that we would not at any time after the date of such notice carry you on our flights; or
- (y) you are under the age of 16 and have not complied with Article 7.7; or
- (z) you have paid using a third party credit card travelling to and from certain countries and territories as identified in the Rules or on the Website.

See also Article 7.2 concerning the consequences of being refused carriage and Article 18 concerning any decision we make about the application of this Article 7.1.

## **7.2 Reimbursement of costs**

- (a) We will not be liable to you for any loss or expense whatsoever resulting from your failure to comply fully with Article 7.1.
- (b) If you are refused carriage for any of the reasons set out in Article 7.1, you will reimburse us for any costs we incur resulting from:
  - (i) repair or replacement of property lost, damaged or destroyed by you;
  - (ii) compensation we have to pay to any Passenger or crew member affected by your actions; and
  - (iii) delaying the aircraft for the purpose of removing you and/or your Baggage.
- (c) We may apply the value of any unused carriage on your Booking Confirmation, or any of your funds in our possession towards such payment or expenditure.

## **7.3 Fitness to fly**

- (a) Before boarding the aircraft for carriage, you must be reasonably satisfied that you are medically fit to fly.
- (b) You may not be accepted for carriage, if it appears to us that you may have a medical condition which meets any of the following criteria:
  - (i) which is believed to be actively contagious or communicable and/or life threatening to other Passengers or crew; or
  - (ii) which may cause or induce unusual behaviour, or a physical condition, which could have an adverse effect on the welfare and/ or comfort of other Passengers or crew members; or
  - (iii) which is considered to be a potential hazard to the safety of the flight or other Passengers or crew members; or
  - (iv) which may cause the flight to be diverted or perform an unscheduled stop.
- (c) If you have been told that you are fit to fly provided certain precautions are taken (for example, the use of medication) it is your responsibility to ensure that all such precautions are in fact taken before, during and after your flight (as the case may be) and that you will be able to produce any written proper evidence of your fitness to fly if so required by us.

#### **7.4 Carriage of pregnant Passengers, newborn children and infants**

- (a) If you are pregnant we will carry you after the completion of your 28th week of pregnancy only if you produce to us a medical certificate:
  - (i) in English, Arabic or Russian (or the official language of the country of the airport of departure);
  - (ii) signed, and stamped with official stamp and issued by a doctor or midwife considered sufficiently qualified by us;
  - (iii) stating the exact number of weeks you are pregnant, the expected date of delivery and that the state of pregnancy is normal; and
  - (iv) stating the date from and up to which you are fit to travel, fit to fly and in good health.
- (b) If you are unable to produce the medical certificate at the time of check-in, we will not carry you after the completion of your 28th week of pregnancy.
- (c) We will not carry you after the completion of your 36th week of pregnancy. Any return flight you are planning must be completed before the completion of that 36th week.
- (d) If however, you are expecting multiple births such as twins or triplets we will only accept you for carriage up to the completion of your 32nd week of pregnancy. Any

return flight you are planning must be completed before the completion of that 32nd week.

- (e) It is your responsibility to check if Article 7.4 applies to you. If you fail to comply with its requirements or you provide incorrect information about your week of pregnancy, and you subsequently require in-flight medical assistance, or your flight is diverted so that you may receive medical assistance, in connection with your pregnancy, you are liable to reimburse us any costs we incur of the type, for example, specified in Article 7.6 in accordance with the requirements of that Article.
- (f) Carriage of newly born infants will not be permitted until 7 days after delivery.
- (g) If you are travelling with an infant (07 days old up to two years), the infant must share a parent's seat. If the infant becomes 2 years of age during the travel period, an additional seat must be purchased for that infant to occupy. A maximum of two (2) infants per adult are allowed, with one infant (minimum age 6 months) seated in an approved car-type seat, secured to the aircraft seat. An additional seat must be purchased for the car-type seat. The car-type seat should have a solid back and seat and have an integral harness, which must be a minimum of 2.5 cm wide and must include lap, shoulder and crotch straps, to ensure that the child is properly secured. The car-type seat, or any part of it, should not show any obvious signs of having sustained damage and it must be able to be secured with only the fitted aircraft seat lap belt. The car-type seat must be labelled stating that it has been approved for aviation use and have labelling describing the operating instructions attached to it.
- (h) For details on the rules which apply to infants, please check our Website or our Rules or ask us or our Authorised Agents.

## 7.5 Special assistance

- (a) If you require special assistance because your mobility, vision or hearing is impaired, or you are unable to feed yourself or use the toilet unassisted, or evacuate the aircraft cabin unassisted, or you have special needs requiring special equipment, we will carry you only if:
  - (i) you have provided us with at least 48 hours' notice (refer to the contact details in Article 3.5) before your scheduled flight of your special assistance requirements;
  - (ii) if deemed necessary by us, you have obtained clearance to travel from a doctor considered sufficiently qualified by us prior to the time of boarding (this requirement may be waived for frequent travelers who have previously been cleared to fly by us); and
  - (iii) if necessary, you are accompanied by a person able to assist you with your needs.
- (b) It is your responsibility to ensure that all your special needs are met and you acknowledge that we cannot be held responsible in connection with meeting such special needs.

## 7.6 Passenger reimbursement of medical expenses

- (a) If you are taken ill aboard the aircraft or during the process of embarkation and disembarkation due to a condition pre-existing the flight (regardless of whether or not you were aware of it) or due to your pregnancy, you will pay to us the cost of expenses paid by us in treating you aboard an aircraft, transporting you on the ground, or paying for treatment provided by a third party.
- (b) You will also pay any costs we have incurred in diverting an aircraft to seek medical assistance if you have contravened Articles 7.3, 7.4 or 7.5. We may apply towards payment due to us from you the value of any unused carriage on your Booking Confirmation or unused credits to your account with us, or any of your funds in our possession.

## 7.7 Carriage of unaccompanied children

- (a) We will not accept any unaccompanied minors for travel. Passengers under the age of 12 years of age must be accompanied by a Passenger travelling in the same cabin and class of travel, who is at least 16 years of age or over who will take full responsibility of the minor. All travel documents must be up-to-date and comply with applicable laws for the entire journey including any Stopover (for example, some countries may require provisions of a signed, original letter of consent or authority from both parents or legal guardians if the child is travelling with one parent, a friend, relative or within a group).
- (b) An accompanying Passenger (including a parent or guardian) must be travelling on the same Booking Confirmation.
- (c) Where applicable law for the entire journey (including any Stopovers) permits, Passengers over the age of 12 may be permitted to travel unaccompanied provided they have valid, up-to-date paperwork acceptable for their entire journey (including any Stopovers). All Passengers and, if applicable, their parents and/or legal guardians, are responsible for checking the permissions and documents that may be required for travel.

## 7.8 On board services

- (a) We do not guarantee the provision or availability of in-flight entertainment equipment, Wi-Fi and advertised programmes; advertised special meals or any other type of meals; or the availability of advertised in-flight services.
- (b) We do not guarantee that special meals will always conform to their exact description. This is because they have been prepared by third parties to our order. We do not accept requests for nut free meals and we do not guarantee that the environment aboard our aircraft will be nut or nut produce free.

## 7.9 Ground services

- (a) We do not guarantee the provision or availability of equipment and services on the ground at airports including, for example, fast track services, airport lounges and the facilities available within those lounges.
- (b) We do not guarantee that ground services will always conform to their exact description. This is because some services are provided by third parties. See also Article 12 for other provisions concerning services provided by third parties.

### 7.10 Complimentary Bus Transfers

- (a) Where we provide you with complimentary bus transfer services to and/or from your airport of departure or arrival (the **Service**), we will not be liable for:
  - (i) loss, damage, costs and expenses caused by any delay in the operation of the Service (for example, where such delay results in you missing your flight);
  - (ii) any death or personal injury occurring during the Service unless you can prove that such death or personal injury resulted from our negligence; and
  - (iii) any damage to or loss of Baggage (including any theft or pilferage) during the Service unless you prove that such loss/damage results from our negligence. If you are able to prove that your Baggage has been damaged, lost, stolen or pilfered as a result of our negligence, our liability to you will be limited to the amount of 15 SDRs per kilogram.

### 7.11 Group and school bookings

- (a) A “**group booking**” consists of a flight booking of more than 9 Passengers under one single booking number in line with the specific conditions in this Article 7.11 and such other conditions we may issue from time-to-time.
- (b) Including any escorts, the maximum size of a group booking is 50 Passengers.
- (c) Group bookings can only be made by contacting us at [groupreservations@flydubai.com](mailto:groupreservations@flydubai.com).
- (d) The person contacting us will be the single contract partner, even if you yourself are not in the list of Passengers. The Passengers you specify (later) are the ones entitled to be carried. However, you are our sole contact person when executing the air transport contract and for any resulting obligations, in particular for the obligation to pay the carriage charge. You must ensure that the necessary information, such as these Conditions of Carriage, the flight schedule and any changes to the flights, are provided to all Passengers of the group booking in a timely manner.
- (e) For group bookings involving school children or a group of children who are under 18 years of age, the following special conditions apply:
  - (i) there must be 1 adult escort who is at least 18 years of age for every 10 children;
  - (ii) all children in the group booking must be aged at least 8 years old;

- (iii) any child within the group booking that requires special assistance in accordance with Article 7.5 must be booked separately to ensure that their needs are met;
  - (iv) the children or escorts in the group booking cannot occupy emergency exit row seats;.
  - (v) all escorts should be allocated aisle seats distributed amongst the group booking; and
  - (vi) escorts are responsible for the care and welfare of the children in case of diversion or disruption and managing the behavior of the children during the flight.
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## **8. Article 8 - Baggage**

### **8.1 Unchecked Baggage**

- (a) You may carry Unchecked Baggage free of extra charge in accordance with the 'Hand baggage' section of our baggage page, which can be found on our Website. If your Unchecked Baggage exceeds the dimensions or weight set out on our baggage page or is considered unsafe for any reason, you must check it as Checked Baggage and pay any excess baggage charges which may be applicable. For details of the rates applicable to carriage of excess Baggage, please check our Website or ask us or our Authorised Agents.
- (b) If you have a highly valuable item, a musical instrument and/or diplomatic bag which you wish to carry with us as Unchecked Baggage but it either exceeds our size or weight limitations for Unchecked Baggage, you must purchase one or more additional seats (subject to availability) in the same class of travel as you for the purpose of storing such permitted item next to you during your flight. Otherwise, we shall refuse to carry as Unchecked Baggage any other type of item which exceeds our size or weight limitations for Unchecked Baggage.

### **8.2 Checked Baggage**

- (a) All Checked Baggage must be pre-purchased or paid for at the airport before the check-in desk for your flight closes (for details of the rates applicable to Checked Baggage, please check our Website or our Rules or ask us or our Authorised Agents). Checked Baggage purchased at the airport is strictly limited and subject to space availability. Checked Baggage is purchased on a weight basis and limited to 3 pieces per passenger. Each item or piece must not weigh more than 32 kg and the dimensions must not exceed 75 cm x 55 cm x 35 cm. Checked Baggage that exceeds that weight or those dimensions will not be accepted for carriage.
- (b) You must fasten a tag, or secure a sticker, containing your name, full address and a telephone number at which we can contact you, to and inside each item of Checked Baggage.

- (c) When you check-in your Checked Baggage, we will give you a Baggage Tag for each piece of your Checked Baggage.
- (d) Checked Baggage will normally be carried on the same aircraft as you, but it may be necessary sometimes for it to be carried on another aircraft (for example, for safety, health, security, operational reasons, or due to the size or weight of the Checked Baggage, or non-compliance with relevant parts of these Conditions of Carriage). If we carry your Checked Baggage on another flight, we will make it available for collection at the airport of arrival for customs clearance.
- (e) Unless we decide that your Checked Baggage will not be carried on the same flight as you, we will not carry your Checked Baggage if you fail to board the aircraft on which it is loaded or, having boarded, you leave the aircraft before take-off or at a point of transit, without re-boarding.
- (f) We will only carry your excess Baggage on the same flight as you if there is suitable space available on the aircraft and you have paid the applicable extra charge for carriage of Baggage in excess of your permitted Baggage allowance.
- (g) You must ensure that your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except for fair wear and tear).

### **8.3 Items you must not carry in your Baggage**

- (a) There are certain items which you must not include in your Baggage. Set out below are prohibitions applicable to Checked and Unchecked Baggage, as well as separate and extra prohibitions applicable to Checked Baggage only and to Unchecked Baggage only. If you fail to comply with any of the applicable rules you and/or your Baggage may be refused carriage (see also Article 8.5(a)). In addition, you may not be entitled to claim compensation if any prohibited item wrongfully included in your Baggage sustains Damage or causes Damage to your Baggage (see Article 15.5).
- (b) You must not include any of the following items in your Unchecked Baggage or your Checked Baggage:
  - (i) items likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations, and in our related Rules. If you are not familiar with those rules and regulations, please ask us or our Authorised Agents for details;
  - (ii) items prohibited from being carried by applicable laws, regulations, orders or governmental or airport policy of any country to be flown from or to;
  - (iii) items reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, for example, the type of aircraft being used. Please ask us about any concerns you may have about the suitability of your Baggage before you arrive at the airport; or

- (iv) war material. Please ask us if you have any doubt about whether any item constitutes war material.
- (c) You must not include in Checked Baggage:
- (i) fragile or perishable items;
  - (ii) valuable items (including, for example, money, jewellery, precious metals);
  - (iii) computers;
  - (iv) personal electronic devices (including cellular telephones);
  - (v) stored data;
  - (vi) any medication or medical equipment which may be required in-flight or during your journey or which cannot be quickly replaced if lost or damaged;
  - (vii) cooking oils, or any other liquids that may cause Damage if the packaging or seal is broken;
  - (viii) house or car keys;
  - (ix) valuable documents (including, for example, business documents, passports and other identification documents, negotiable papers, securities deeds) or samples; or
  - (x) real or replica weapons, arms and ammunition, explosives or anything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary or combustible materials, unless you comply with Article 8.4 below.
- (d) You must not include in your Unchecked Baggage:
- (i) real, replica or toy weapons, arms and ammunition, explosives or anything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary or combustible materials;
  - (ii) knives of any kind/type/shape or size;
  - (iii) letter openers;
  - (iv) metal cutlery;
  - (v) catapults;
  - (vi) slingshots,
  - (vii) razor blades and straight razor blades (excluding safety razors and accompanying cartridge blades);

- (viii) tradesmen's tools;
  - (ix) darts;
  - (x) scissors;
  - (xi) nail files;
  - (xii) hypodermic needles and syringes (unless required for medical reasons and accompanied by a medical certificate confirming the medical condition necessitating carriage);
  - (xiii) knitting needles;
  - (xiv) corkscrews;
  - (xv) sporting bats and clubs (including, for example, baseball and softball bats, golf clubs, cricket bats but excluding tennis, badminton and squash racquets);
  - (xvi) hard sporting balls (including, for example, cricket, field, hockey or billiard, snooker or pool balls); billiard, snooker or pool cues; martial arts devices; or
  - (xvii) any article which in our opinion, or the opinion of airport security staff, might be used as, or adapted for use as, a weapon with the potential to cause injury or incapacitation or to represent any other security or safety threat.
- (e) There are restrictions on taking "liquids" through airport security as Unchecked Baggage. For this purpose, liquids include:
- (i) all drinks, including water;
  - (ii) liquid or semi-liquid foods, for example soup, jam, honey and syrups;
  - (iii) cosmetics and toiletries, including creams, lotions, oils, perfumes, mascara and lip gloss;
  - (iv) sprays, including shaving foam, hairspray and spray deodorants;
  - (v) pastes, including toothpaste;
  - (vi) gels, including hair and shower gel;
  - (vii) contact lens solution; and
  - (viii) any other solutions and items of similar consistency.
- (f) If you do take liquids in your Unchecked Baggage:
- (i) containers must hold no more than 100ml;

- (ii) containers must be in a single, transparent, resealable plastic bag, which holds no more than a litre and measures approximately 20cm x 20cm;
  - (iii) contents must fit comfortably inside the bag so it can be sealed;
  - (iv) the bag must not be knotted or tied at the top;
  - (v) Passengers are limited to 1 plastic bag per person;
  - (vi) you must show the bag at the airport security point; and
  - (vii) liquids in containers larger than 100ml generally cannot go through security even if the container is only part full.
- (g) You can take liquid containers larger than 100ml through airport security if they:
- (i) are for essential medical purposes;
  - (ii) are for special dietary requirements; or
  - (iii) contain baby food or baby milk.
- (h) If an item of Unchecked Baggage becomes Checked Baggage (whether at your request or because we require it), you must immediately remove from it all items which are prohibited from inclusion in Checked Baggage by Article 8.3. If you ask us, we will try to supply you with a carrier bag if you do not have another bag of your own. You may carry such items as Unchecked Baggage, but only if you comply with our requirements regarding contents and size and weight of Unchecked Baggage specified in these Conditions of Carriage, our Rules and/or the Website.
- (i) We are not responsible for any item removed from your Checked Baggage or Unchecked Baggage and retained by airport security staff. It is your responsibility to check the security requirements applicable to your flight and departure airport prior to travel and, if personal items are removed from your Baggage by airport security staff, it is your responsibility to ensure that you obtain a receipt from the airport security staff and make arrangements for collection of such items.

#### **8.4 Firearms and dangerous items**

- (a) If you wish to carry firearms, ammunition and/or explosives including items containing explosives (for example, Christmas crackers, fireworks or fire crackers) as Checked Baggage you must:
- (i) obtain all required clearances from the government authorities of the country of departure and the country of destination before commencing your carriage; and
  - (ii) obtain approval from us (including paying any applicable additional fees) no less than 4 Business Days before your flight by contacting [security@flydubai.com](mailto:security@flydubai.com) with your request.

- (b) If accepted for carriage, firearms must be unloaded with the safety catch on, and suitably packed and accompanied by all documents legally required by the countries of departure, destination and any Stopovers. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3(b)(i). Your firearms, ammunitions and explosives will never be carried in the cabin or cockpit of the aircraft.
- (c) Weapons such as, for example, antique firearms, swords, knives, toy or replica guns, bows and arrows and similar items may be accepted as Checked Baggage only at our discretion, subject to prior approval by us, but will not be permitted in the cabin or cockpit of the aircraft.
- (d) We will have no liability or responsibility where any item accepted under Articles 8.4(b) and/or 8.4(c) is removed from your Checked Baggage and/or retained or destroyed by security staff, government officials, airport officials, police or military officials or other airlines involved in your carriage.

### **8.5 Right to refuse carriage of Baggage**

- (a) We will refuse to carry Baggage which contains any of the items described in Article 8.3(b), regardless of whether and when we are told, or discover, the presence of any such items. See also Article 8.3(a).
- (b) From time to time, we will publish operational updates regarding the prohibition of carriage of specific items or types of items in either Checked or Unchecked Baggage. These updates will be published on our [Website](#) and notices will be available at check-in.
- (c) We will refuse to accept Baggage for carriage if we decide that it is unsuitable for carriage, whether because of its size, shape, appearance, weight, content, character, or for safety or operational reasons, or if, in our opinion, it negatively impacts the comfort of other Passengers. If you have any doubt about particular items, please ask for guidance from us or our Authorised Agents.
- (d) We may refuse to accept Baggage for carriage if we decide that it is not properly and securely packed in suitable containers. If you ask us, we will give you information about packing and containers acceptable to us.

### **8.6 Right of search, screen and x-ray**

- (a) For reasons of safety, health and security, and to check that you are not carrying in your Baggage any items prohibited by these Conditions of Carriage, we may search, screen and x-ray your Baggage. If you do not let us conduct all such searches, scans and x-rays, we will refuse to carry you and your Baggage.
- (b) You must allow security checks of your Baggage by government officials, airport officials, police or military officials and other airlines involved in your carriage.
- (c) If a search, screen or x-ray causes Damage to your Baggage, we will not be liable for the Damage unless it was caused solely by our negligence and/or unless applicable law provides otherwise.

- (d) Please note that the security authorities of some countries require that Checked Baggage is secured in such a manner that it can be opened without the possibility of causing damage in the absence of the Passenger. It is your responsibility to make yourself aware of and comply with any such requirements.

## 8.7 Collection and delivery of Checked Baggage

- (a) You must collect your Checked Baggage as soon as it is made available at your destination or Stopover. Subject to the applicable law, if you do not collect your Checked Baggage within 3 months from the date it is made available at your destination or Stopover, we may dispose of it and retain for our benefit any proceeds of the disposal without notice or liability to you.
- (b) Only the person holding the Baggage Tag can claim a piece of Checked Baggage. We accept no responsibility for checking the identity or authority of the person holding the Baggage Tag or for checking that he/she has any right to collection.

## 8.8 Mobility Aids

Where applicable laws require us to do so, passengers with reduced mobility, requiring special assistance, may carry 2 mobility aids, free of charge. Such rights are subject to advance notification of 48 hours and possible limitations of space on board the aircraft, and subject to the application of relevant legislation and/or regulations concerning the carriage of dangerous goods.

## 8.9 Animals

We will not accept any animal for carriage on any flydubai flight without our prior approval or as otherwise may be permitted by the applicable law or our policies, as updated from time to time. For more details please contact us using the details set out in Article 3.5.

## 8.10 Customs inspection

If required, you will attend inspection of your Baggage by customs or other government officials. We will not be liable to you for Damage suffered by you in the course of such inspection or as a result of your failure to attend.

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## 9. Article 9 - Schedules, delays, cancellation of flights, denied boarding

### 9.1 Schedules

- (a) The flight times and flight durations shown in our timetables may change between the date of publication and the date you actually travel. If this happens, we will carry you within a reasonable time of the scheduled time of departure shown on your Booking Confirmation.
- (b) We may need to change the departure time of your flight and/or the departure or destination airport after your Booking Confirmation has been issued. It is your responsibility to give us or our Authorised Agent your contact information so that we or that Authorised Agent can try to notify you of any such change. We accept no responsibility if we are unable to contact you and/or the contact details provided to us are incorrect.
- (c) If due to the changed time and/or airport, a flight or a return flight with us is no longer of interest you may cancel the flight or return flight in accordance with these Conditions of Carriage and our Rules against a Voucher for the value of the flight/return flight, unless applicable laws provide otherwise. We will otherwise have no liability to you for any loss or expense whatsoever.

### 9.2 Remedies for cancellation, rerouting and delays

- (a) Sometimes delays in departure times and the time taken for an aircraft to fly to a destination occur because of circumstances beyond our control (for example, unexpected technical issues or bad weather or air traffic control delays or strikes or cyber-attacks). We will take all reasonable measures necessary to avoid delay in carrying you and your Baggage. These measures may include using an alternative aircraft or arranging for a flight to be operated for us by an alternative airline, or both.
- (b) Unless applicable laws provide otherwise, if your flight is cancelled or delayed for reasons other than outlined in Articles 9.1 and 9.2(a) the following will apply to you:
  - (i) if the departure of your flight is delayed less than three hours no welfare will be given;
  - (ii) if the departure of your flight is delayed more than three hours you will receive a refreshment voucher, applicable to the time of the day; and
  - (iii) if your flight is cancelled you may be re-booked on the next available flight to the same destination free of charge. You can also change the date of your return journey free of charge subject to availability. Alternatively, you can cancel your reservation and receive a full refund in the form of a Voucher, unless applicable laws provide otherwise.

- (c) The three remedies in Articles 9.2(b)(i) to 9.2(b)(iii) do not affect any rights you may have under Article 15.6. Those remedies and rights represent the sole and exclusive remedies and rights available to you if your carriage is affected by one of the events listed in Article 9.2(b).
- (d) For passengers travelling to or from the State of Israel, please visit [Notice of rights](#) page for details of your rights under the Israeli Aviation Service Law (compensating and assistance for flight cancellation and change of conditions) 5772-2012.

### 9.3 Denied boarding

- (a) If you have a valid Booking Confirmation and you are denied boarding for reasons other than those permitted by these Conditions of Carriage (see, for example, Articles 6 and 7) you will be entitled to:
  - (i) receive compensation specified under the applicable law for denied boarding (if any);
  - (ii) to travel on the next available flight;
  - (iii) receive refreshments and care appropriate to the time of day and duration until the next available flight;
  - (iv) receive a refund in the form of a Voucher of the total fare for that flight segment you have been denied boarding; and
  - (v) change the date of your return journey free of charge once, subject to availability.
- (b) If the applicable law does not provide any specific provisions addressing denied boarding, the benefits you receive from us shall be limited to those set out in Articles 9.3(a)(ii) to 9.3(a)(v) and we shall otherwise have no further liability to you.
- (c) Apart from your rights under this Article 9.3, we will have no liability to you for any loss or expense whatsoever.

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## 10. Article 10 - Refunds

- (a) In accordance with these Conditions of Carriage and our Rules and Tariffs, where a refund is payable, we will refund the fare paid for your Booking Confirmation, or any unused part of it, together with applicable taxes, fees, charges and exceptional circumstances surcharges in the form of a Voucher, excluding any taxes, fees or charges we are obliged to pay to any government or other authority that are non-refundable.

- (b) Unless we are required to do so under applicable laws, we will make a refund only to the person who has paid for the Booking Confirmation, provided we are given proof of identification and payment. If any person other than the person who paid for the Booking Confirmation requests payment of the refund, we will not pay the refund unless this person provides us with a notarized, legalized and attested power of attorney from the person who paid for the Booking Confirmation.

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## 11. Article 11 - Conduct aboard aircraft

### 11.1 General

At all times during your carriage, you have a duty to behave in a manner which will not:

- (a) contravene the laws of any country which has jurisdiction over the aircraft;
- (b) endanger, or threaten (whether by hoax, threats or otherwise) the aircraft or any person or property;
- (c) injure or prejudice the health of other persons aboard the aircraft or create the risk or threat of injury or damage to health;
- (d) cause distress to, or be complained of as materially objectionable to, other persons aboard the aircraft, such conduct includes, for example, harassment, molestation, sexual assault or abuse;
- (e) cause, or be likely to cause, loss of or damage to our property or that of other persons aboard the aircraft;
- (f) obstruct, hinder or interfere with the crew in the performance of their duties; or
- (g) contravene any instruction or direction of the pilot-in-command, crew or the airline (whether oral or by notice) issued to secure the safety or security of the aircraft and of persons or property and/or the comfort or convenience of Passengers. This may include: instructions concerning safety, security, seating, seat belts, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, mobile / cellular telephones, laptop computers, wearable technology and smart watches, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices (for example, radio controlled toys and walkie talkies).

See also Article 18 concerning decisions we make about the application of Article 11.1 to you.

### 11.2 On board alcohol

You are not allowed to consume alcohol onboard an aircraft (whether purchased as duty free from us or someone else or otherwise obtained) unless it has been served to you by us. We

have the right, at any time and for any reason, to refuse to serve alcohol or to withdraw alcohol which has been served.

### 11.3 Smoking policy

Smoking is not permitted on any of our flights.

### 11.4 Unacceptable behavior

If we reasonably believe that you have failed to fully observe all of the duties placed on you by Articles 11.1 to 11.3:

- (a) we may report the matter to any relevant police or other enforcement authority;
- (b) we may take such measures as we consider necessary to prevent the continuation or repetition of the offending conduct including, for example, physical restraint and/or removal of you from the aircraft and/or refusal to carry you after a Stopover (whether made for the purpose of removing you from the aircraft or otherwise);
- (c) we may decide to refuse to carry you at any time in the future; and
- (d) you will reimburse us for any costs we incur in order to:
  - (i) repair or replace property lost, damaged or destroyed by you;
  - (ii) compensate any Passenger or crew member affected by your actions; and
  - (iii) divert the aircraft for the purpose of removing you and your Baggage from the aircraft, including reimbursing us for any associated fine, penalty, detention costs, deportation or removal expenses and/or escorting charges;
- (e) we will have no liability to you for any damages, loss or expenses you may incur for taking any of the actions in Article 11.4(a) to (c) above or for your subsequent off-loading, detention and treatment by the applicable authorities (whether or not deemed lawfully taken); and
- (f) we may use the value of any unused carriage on your Booking Confirmation or any of your funds in our possession to pay sums due to us from you.

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## 12. Article 12 - Services provided by third parties

- (a) If we arrange for a third party to provide you with carriage on land or other services (for example, a limousine, ground transfer, hotel reservation or accommodation or car rental, baggage collection and transfer) or if we issue you with a ticket or voucher relating to any such surface carriage or other services, we are acting only as your agent in making those arrangements or issuing the ticket or voucher. The terms and conditions of the third party providing those services will apply to you. The applicable

conditions of the third party providers will be made available to you prior to booking or at any time on request.

- (b) We will have no liability to you regarding any carriage on land or other services we arrange for you which are to be provided by another third party unless caused solely by our negligence. See Articles 7.8, 7.9 and 7.10 for other provisions concerning services provided by third parties.

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## **13. Article 13 - Travel documents, customs and security inspections**

### **13.1 General**

- (a) You are responsible for obtaining and holding all of the travel documents you need for any country you are visiting (even as a transit Passenger).
- (b) You must obey all laws, regulations, orders, and other requirements of all countries you will exit, enter, or through which you will transit during your carriage.
- (c) For details of required travel documents, it is your responsibility to:
  - (i) contact the embassy, consulate or other relevant body of all relevant countries prior to making your booking and at the time of making your booking; and
  - (ii) contact the same bodies again before you commence travel to ensure that the requirements which are applicable to you have not changed and that your travel documents remain valid for all flights, destinations and planned Stopovers.
- (d) If requested, you must:
  - (i) present to us all passports, visas, health certificates and other travel documents needed for your carriage; and
  - (ii) permit us to take photocopies of those documents or deposit those documents with a member of our flight crew aboard your aircraft for safe keeping during a flight against issue to you of a receipt.

We have the right to require you to present to us any of these documents at any time before or during your carriage.

- (e) We will not be liable to you if:
  - (i) you do not have all passports, visas, health certificates and other travel documents needed for your carriage; or
  - (ii) if any of those documents are out of date; or

- (iii) if you have not obeyed all laws, regulations, orders, and other requirements of all countries you will exit, enter, or through which you will transit during your carriage.
- (f) We will not accept you or your Baggage for carriage if your visas or travel documents do not appear to be in order or if you have not complied with the other requirements of this Article 13.1.
- (g) We have the right to refuse carriage in this way and shall not be liable to you, even if you have started or completed part of your carriage before it becomes clear to us (whether as a result of operation of Article 13.1(d) or otherwise) that you have not complied with this Article 13.1.
- (a) We will not refund to you the fare paid for carriage to the airport where you were refused entry.

### **13.2 Passenger responsible for fines, detention costs and other charges**

- (a) You must pay us in full the amount of any fine, penalty, detention costs, deportation or removal expenses, escorting charges (if any), cost of ticket(s) issued for you, or any other expenditure we incur because:
  - (i) you are refused entry to a country (including a country you transit through while en route to your destination);
  - (ii) you failed to comply with any laws, regulations, orders or other travel requirements of the country you have travelled to; or
  - (iii) you failed to produce the required travel documents on seeking entry to a country or you have been refused admission into the country.
- (b) We may use the value of any unused carriage on your Booking Confirmation or any of your funds in our possession to pay sums due to us from you.
- (c) We will not refund to you the fare paid for carriage to the airport where you were refused entry.

### **13.3 Return of confiscated travel documents**

We will not be liable to you for the return of any of your travel documents, identification documents or Booking Confirmations confiscated by a governmental or other authority.

### **13.4 Security inspection**

You must allow security checks, searches and scans of you or your Baggage by us, our handling agents, government officials, airport officials, police or military officials and other airlines involved in your carriage. If you do not allow all such security checks, searches and scans to be conducted, we may refuse to carry you and your Baggage. See also Article 8.6 for security checks on your Baggage.

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## 14. Article 14 - Successive airlines

Where your carriage is to be performed by us and other airlines in succession on the same Booking Confirmation it is likely to be regarded as a single operation for the purposes of the Convention. See Article 15.2 for limitations of our liability for such carriage.

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## 15. Article 15 - Liability for damage

### 15.1 Applicable rules

- (a) Our liability will be determined by applicable law and these Conditions of Carriage.
- (b) Where other airlines are involved in your carriage, their liability will be governed by applicable law and, unless these Conditions of Carriage state otherwise, their conditions of carriage.
- (c) Applicable law may comprise one of the Conventions and/or laws which apply in individual countries. The Conventions apply to international carriage as defined in those Conventions. Provisions concerning our liability are set out in Articles 15.2 to 15.6.
- (d) If the Convention to be applied provides for compensation in Franc Poincaré or French gold franc or "franc" and the applicable law does not provide a conversion of the franc into the national currency, then the conversion rate shall be 15 francs to 1 SDR.

### 15.2 Scope of liability

We will be liable only for Damage occurring during carriage performed by us, or in relation to which we have a legal liability to you. Where we issue a ticket for carriage by another airline, or we check-in your Baggage for carriage by another airline, we do so only as the agent for that airline.

### 15.3 General limitations

- (a) Wherever a Convention applies to your carriage, our liability will be subject to the rules and limitations of the Convention.
- (b) To the extent permitted by applicable law, we will be wholly or partly exonerated from liability to you for Damage if we prove that the Damage was caused or contributed to by your negligence or other wrongful act or omission.
- (c) We will not be liable for any Damage arising from our compliance with applicable law or government rules and regulations, or from your failure to comply with the same, except as may be provided by the Convention.

- (d) Except where we state otherwise in these Conditions of Carriage, we will be liable to you only for compensatory damages you are entitled to recover for proven losses and costs under the Convention or local laws which may apply.
- (e) Your contract of carriage with us (including these Conditions of Carriage and all applicable exclusions and limits of liability) applies for the benefit of our Authorised Agents, code share and interline partners, insurers, reinsures, retrocessionaires, aircraft, engine and component manufacturers, financiers and lessors, training providers, and our and their servants, employees and representatives to the same extent as they apply to us. As a result, the total amount of Damages you may recover from us and our Authorised Agents, code share and interline partners, insurers, reinsures, retrocessionaires, aircraft, engine and component manufacturers, financiers and lessors, training providers, and our and their servants, employees and representatives will not be more than our own liability, if any.
- (f) Nothing in these Conditions of Carriage:
  - (i) gives up or waives any exclusion or limitation of our liability available under the Convention or applicable law unless otherwise expressly stated in writing by us; or
  - (ii) prevents us from excluding or limiting our liability under the Convention, or under any other laws which apply, or gives up any defence available to us thereunder against any public social security body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

#### **15.4 Death or injury of Passengers**

- (a) Our liability for Damage sustained by you, in the event of death, wounding or other bodily injury caused by an accident is subject to:
  - (i) the provisions and limitations of the Convention; and
  - (ii) the rules and limitations of applicable law.
- (b) In the event there is inconsistency between the terms of the Convention and national laws, the Convention shall prevail.
- (c) We agree to make advance payments to you or your heirs subject to the following terms and conditions:
  - (i) an aircraft accident has resulted in death or bodily injury;
  - (ii) the person receiving payment is a natural person (that is to say, a live person in the ordinary sense of the word as opposed to artificial persons or corporations);
  - (iii) you are, or the person receiving payment is, entitled to compensation under applicable laws;
  - (iv) payments will be made only in respect of immediate economic needs;

- (v) the amount of a payment will be proportional to the economic hardship being suffered as a result of the death, wounding or bodily injury, save that, in the case of death, it will not be less than the National Currency Equivalent of 80,000 United Arab Emirates Dirhams per Passenger;
- (vi) payment will be made without delay, and in any event, no later than 15 Days after the identity of the person(s) entitled to compensation has been established under applicable laws, including the provision of official documents such as passports, birth certificates and marriage certificates;
- (vii) no person will be entitled to receive a payment if he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates by his or her negligence, including sustaining injury or death caused by their own illness, disease or affliction;
- (viii) all payments will be made subject to the condition that they will be returned to us upon our reasonable belief that the recipient was not entitled to receive the advanced payment in accordance with this Article 15.4 or he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates;
- (ix) payments will be off-set against any subsequent sums paid on the basis of our liability;
- (x) except for payment of the minimum sum specified in Article 15.4(b)(v) in respect of death, a payment will not exceed the maximum damages for which we may be liable to pay the recipient under the applicable law and/or Convention;
- (xi) the making of a payment will not constitute recognition or admission of liability by us; and
- (xii) save to the extent in conflict with any applicable law, and subject to payment of the minimum sum specified in Article 15.4(b)(v) in the case of death, our decision in relation to the payment amount will be final.

## 15.5 Baggage

- (a) We are not liable for Damage to Unchecked Baggage unless we caused the Damage by our negligence.
- (b) We are not liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage (for example, destruction of, or damage caused by or to, any items which are not packed correctly or are inherently unsuitable for travel in the hold, any perishable items that become spoiled and other items which you are prohibited from including in your Baggage by Articles 8.3 and 8.4). Likewise, we are not be liable for fair wear and tear of Baggage resulting from the usual and normal rigours of transportation by air (see also Article 8.2(g) regarding the suitability of your Baggage for transportation by air).

- (c) Unless you prove that the Damage resulted from our act or omission either done with the intention of causing Damage or recklessly and with knowledge that Damage would probably result, our liability for Damage to Baggage is limited to provable direct losses and limited to the following maximum amounts:
  - (i) The National Currency Equivalent of 332 SDRs per Passenger applies to Damage to Unchecked Baggage where the Warsaw Convention applies to your carriage;
  - (ii) The National Currency Equivalent of 17 SDRs per kilogram, or any higher sum agreed by us pursuant to Article 15.5(d), applies to Damage to Checked Baggage where the Warsaw Convention applies to your carriage;
  - (iii) The National Currency Equivalent of 1,131 SDRs per Passenger, or any higher sum agreed by us pursuant to Article 15.5(d), applies to Damage to both Unchecked and Checked Baggage where the Montreal Convention applies to your carriage;
  - (iv) The limit of liability for Damage to both Unchecked and Checked Baggage laid down by local law applies to your Baggage where the Conventions are not applicable; and
  - (v) The limits of liability for Damage to both Unchecked and Checked Baggage specified in Articles 15.5(c)(i) and (ii) apply to Damage to Unchecked Baggage and Checked Baggage respectively where neither the Warsaw Convention nor the Montreal Convention applies to your carriage and no limit of our liability is laid down by applicable law.
- (d) We will increase our liability to you for Damage to Checked Baggage to an amount specified by you and agreed by us at the time you hand your Checked Baggage to us at check-in, but only if you pay to us an additional charge calculated in accordance with our Rules. This is known as a "special declaration of value". Please ask us for details of the applicable charges if you want to use this option.
- (e) If the weight of your Checked Baggage is not recorded on the Baggage Check, we will presume that it is not more than the permitted baggage allowance for the class of carriage for which you were booked.

## 15.6 Delay in the carriage of Passengers

- (a) Our liability for Damage caused by delay in your carriage by air is limited by the Convention.
  - (b) Where no Convention applies, we will have no liability to you for delay, except as provided in these Conditions of Carriage or by applicable laws.
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## 16. Article 16 - Time limits for baggage claims, processing of baggage claims, and time limits for all actions for damages

### 16.1 Time limit for Baggage claims

- (a) If the person holding the Baggage Check and Baggage Identification Tag with your authority, receives Checked Baggage without complaint, the absence of complaint will be sufficient evidence that the Checked Baggage was received in good condition unless you prove otherwise.
- (b) If you want to claim compensation from us for Damage to Checked Baggage, you must notify us in writing as follows:
  - (i) for physical Damage, immediately after you discover the Damage and, at the latest, within seven (7) Days of receiving the Checked Baggage;
  - (ii) for lost Checked Baggage, by no later than seven (7) days of the date the Checked Baggage should have arrived; and
  - (iii) for delayed Checked Baggage, by no later than twenty-one (21) Days from the date the Checked Baggage has been placed at your disposal.

### 16.2 Processing of Baggage claims

- (a) All claims for compensation for Damage to Baggage must be accompanied by an itemised list identifying each affected item by description, manufacturer and age, together with proof of purchase or ownership for all such items.
- (b) In the case of a compensation claim concerning physical damage to Baggage, you must retain and, if requested by us, let us examine the affected Baggage so that we may assess the nature, extent and reparability of that damage.
- (c) If you wish to claim the reasonable cost of replacement of an individual item which forms part of a claim for compensation for Damage to Baggage, you must consult us before you incur such cost otherwise we may not include the cost in any compensation payable. Proof of purchase of all replacement items must accompany your claim.
- (d) For all claims for compensation concerning Baggage, you must provide us with any information we may request to assess the eligibility of your claim for compensation and the amount of any compensation payable.
- (e) If required by us, you will sign a statement of truth regarding the facts of your claim for Damage to Baggage, in addition to an appropriate form of release document, before we pay any compensation to you.
- (f) Failure by you to fully comply with the relevant requirements of Article 16.2 may adversely affect the amount of any compensation.

### 16.3 Time limit for all actions for damages

- (a) You will have no right to compensation for any Damage if an action is not brought within two (2) years of the date:
  - (i) of your arrival at the place of destination, or
  - (ii) on which the aircraft was scheduled to arrive, or
  - (iii) on which the carriage stopped.
- (b) No action to enforce any other right to Damages or compensation shall be brought after two (2) years from the date that the right arose. The method for calculating the period of limitation shall be determined by the law of the court where the case is heard.

### 16.4 Claims procedure under applicable passenger rights regulations or other equivalent laws

- (a) Notwithstanding anything to the contrary in these Conditions of Carriage, this Article applies to claims for compensation under applicable passenger rights regulations and other equivalent local laws of jurisdictions in which we operate.
- (b) You must submit claims directly to us and allow us 30 days or such time as prescribed by applicable law (whichever is the lesser) to respond directly to you before engaging third parties to claim on your behalf. Claims may be submitted to [letstalk@flydubai.com](mailto:letstalk@flydubai.com).
- (c) We will not process claims submitted by a third party if the passenger concerned has not submitted the claim directly to us first and allowed us time to respond in accordance with Article 16.4(b) above.
- (d) Articles 16.4(b) and 16.4(c) above will not apply to passengers who do not have the capacity to submit claims themselves. The legal guardian of a passenger who lacks capacity may submit a claim to us on their behalf. We may request evidence that the legal guardian has authority to submit a claim on the passenger's behalf.
- (e) A passenger may submit a claim to us on behalf of other passengers on the same booking. We may request evidence that the passenger has the consent of other passengers on the booking to submit a claim on their behalf.
- (f) In any event, save for Article 16.4(d) and 16.4(e) above, we will not process claims submitted by a third party unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third party to act on behalf of the passenger.
- (g) Unless applicable law provides otherwise, compensation payments will not be made to third parties (including but not limited to legal or other third party advisers) not included on the Booking Confirmation.
- (h) For passengers travelling to or from Canada as part of an itinerary issued on a single ticket, if you are denied boarding, your flight is cancelled or delayed for at least two hours,

or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights please contact us or visit the Canadian Transportation Agency's website.

Si l'embarquement vous est refusé, ou si votre vol est annulé ou retardé d'au moins deux heures ou si vos bagages sont perdus ou endommagés, vous pourriez avoir droit au titre du *Règlement sur la protection des passagers aériens*, à certains avantages au titre des normes de traitement applicables et à une indemnité. Pour de plus amples renseignements sur vos droits, veuillez nous contacter ou visiter le site Web de l'Office des transports du Canada.

Passengers are not prohibited by this Article from consulting legal or other third party advisers before submitting their claim directly to us. However, please note that legal or other third party advisers will charge you a fee for their services which, subject to the applicable law, may not be recoverable from us.

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## 17. Article 17 - Our Rules

Some aspects of your carriage (including, without limitation, fares and fare structures) may be governed by our Rules in addition to these Conditions of Carriage. Wherever applicable, you must obey our Rules (but see Article 2.4 for what happens if these Conditions of Carriage are inconsistent with any of our Rules). Copies of our Rules are available from us on request and also available on our Website.

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## 18. Article 18 - Interpretation

- (a) We will use reasonable efforts to make correct decisions about the interpretation of applicable laws, regulations, orders or governmental policy for the purposes of Articles 7.1 (our right to refuse carriage), and 11.1 (your conduct aboard aircraft).
- (b) Sometimes such decisions may have to be made in circumstances where limited time is available and no proper opportunity exists to carry out any or sufficient enquiries. As a result, any such decision made by us will be final and binding on you even if subsequently proved to be incorrect, provided that at the time we made our decision we had reasonable grounds for believing that it was correct.
- (c) Where we expressly state in these Conditions of Carriage that you must comply with applicable law or applicable governmental, ICAO or IATA requirements, you must make sure that you comply with such applicable law or requirements at all times and especially on the date or dates of your carriage.
- (d) All dates and periods of time referred to in these Conditions of Carriage will be ascertained in accordance with the Gregorian calendar.

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