



Cello Aviation Limited

Terms and Conditions of Carriage

June 2018

Below are the terms and conditions for the contract of carriage between Cello Aviation Limited and passengers buying tickets (through a charterer) on a flight operated by Cello Aviation Limited. In these Terms and Conditions, Cello Aviation Limited is referred to as 'us' or 'we', and the passenger is referred to as 'you'. If for any reason your flight is operated by an operator other than Cello Aviation Limited then we will inform you as soon as practicable, but these Terms and Conditions will still apply to the flight.

1. Booking a Flight

We do not sell or issue tickets directly to our passengers. We provide our aircraft to a charterer ('the Charterer') on the basis of a charter contract. The Charterer is responsible for supplying all documentation to you and for ensuring that your data are supplied to us for all manifesting and immigration purposes.

When a charterer is selling seats on a chartered aircraft it must be licensed by the relevant government authorities. In the UK this means that it must hold a relevant ATOL from the UK Civil Aviation Authority and in the Republic of Ireland it must hold a Tour Operator's licence from the Commission for Aviation Regulation. You are responsible for checking that the Charterer is correctly licensed.

2. Tickets & Travel Documentation

All travel documentation will be issued to you by the Charterer. If you need to change any details of the booking, you will need to contact the Charterer or the Charterer's agent from whom you bought your ticket.

3. Passports, Visas and Advance Passenger Information

In addition to the data supplied by the Charterer to us, your passport will be scanned at check in and data collected from you at this time. You are responsible for ascertaining whether you require a visa or any additional identification documents to allow you to leave your country of departure or enter your country of arrival. If we are required to pay any fine or penalty, or to incur any expenditure, because you fail to comply with any travel requirements of your country of departure or your country of arrival (including any stopover country), you must reimburse us on demand for any such fine or penalty.

4. Children and Infants

The minimum age of an infant we can carry is 14 days after birth. Infants aged under 2 years old at the date of departure of a flight may travel seated on the lap of an adult. If one adult is travelling with more than one infant, a separate seat must be purchased for any infant other than the first.



We do not accept unaccompanied children under the age of 16 on the date of departure.

5. Pregnancy

Expectant mothers are free to fly up to 28 weeks of pregnancy. Once an uncomplicated pregnancy reaches its 28th week we require expectant mothers to carry a 'fit to fly' letter completed by their midwife or doctor.

We do not allow expectant mothers to fly beyond the end of the 34th week of pregnancy.

6. Fitness to Fly

It is your responsibility to ensure you are medically fit to travel and fly. Please remember that this covers your whole journey, both the duration of the flight and also the period you may be in transit through the departure and arrival airports and any unforeseen delays or diversions. If you have any doubt as to your fitness to fly you must seek medical advice and follow any advice provided regarding the use of medication for your journey. We reserve the right to request a fitness to fly certificate.

If you or a member of your party has a nut allergy, please make our crew aware on boarding the aircraft and make sure that you (or they) bring any medication for the allergy (for example an epi-pen) on board in hand luggage. If we are made aware of an allergy and you or any member of your party is not carrying the required medication, that person may be refused travel.

If you fall ill during your flight and the crew have genuine and urgent concerns about your wellbeing, we may need to divert the aircraft to land at the nearest airfield in order that you can leave the aircraft to receive medical treatment. If we believe this is necessary you will not refuse to leave the aircraft upon being requested to do so by the captain, and if you became ill aboard the aircraft we reserve the right to require you to reimburse us for the cost of treating you on board the aircraft, transporting you on the ground, and any treatment provided by a third party on the ground. We also reserve the right to require that you reimburse any extra costs we incur that are associated with any medical diversion. We may apply towards payment due to us from you the value of any unused carriage you have paid for, in which event such carriage shall be cancelled.

7. Seating

We will try to honour advance seating requests. We cannot guarantee that you will be able to sit in any particular seat, and some seats are not available to certain passengers. We reserve the right to change your seat at any time, even after you have boarded the aircraft, as we may need to do this for operational, safety or security reasons.

8. Checking in and Boarding

The Charterer is responsible for notifying you of the scheduled departure time. We recommend you are present in the check in area at least two hours before departure. Check in will normally close between 45 minutes and one hour before the scheduled departure time, and you must have completed all check in formalities before check in closes. You are responsible for making sure you comply with all government formalities and security procedures applicable to your flight.



You must arrive at the boarding gate on time for your flight, and no later than the time you are given when you check in.

We are not liable to you for any loss or expense you suffer if you fail to check in or to arrive at the boarding gate by the deadlines given to you.

9. Special Assistance

If you require special assistance for you or a member of your party (e.g. use of a wheelchair) you must tell the Charterer at the time of booking. The Charterer is responsible for advising us of your special assistance requirements. If your needs are complex we ask that you additionally email customerservices@flycello.com so we can assess your requirements. Failure to notify the Charterer in advance may mean that assistance is not available. We will do our best to provide the required assistance, but some assistance may not be available and some services may be limited – for example, if a wheelchair cannot be lifted manually into the aircraft then it can only be carried if the airports of departure and arrival have the necessary equipment to load and unload it. If the special assistance needs (including carriage of guide dogs) of passengers on the same flight create conflicting health issues or lead to concerns about how an emergency evacuation could be carried out, we reserve the right to decide how the issue shall be resolved.

10. Baggage Allowance

The standard hold baggage allowance is one piece of luggage per person with a maximum weight of 20kg. Excess baggage is charged at €10 per kilogram. No bag can weigh more than 32kg. If there is more than one person on a booking you can share your baggage allowance with other members of your party. You can take one piece of hand luggage (cabin baggage) with maximum dimensions of 55x30x20cm and a maximum weight of 5kg. Excess baggage charges are payable at the airport before excess baggage is accepted for carriage.

Certain items of sports equipment such as golf clubs or bicycles can be carried, subject to load and space on the aircraft, and for a charge.

For details of excess and extra baggage charges please go to our website at: <http://www.flycello.com/index.php/my-cello-holiday-flight>

11. Baggage Restrictions

Very strict legislation exists on the carriage of all Dangerous Goods. Items such as paint, varnish, lighter fuel, gas refills for hair stylers, fireworks or party poppers cannot be carried. Pistols cannot be carried. The regulations concerning the carriage of weapons and munitions and other rules on restricted items can be obtained from our customer services department.

The following items are NOT permitted for carriage in the aircraft cabin:

guns, firearms and other devices that discharge projectiles — devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including: firearms of all types, such as pistols, revolvers, rifles, shotguns, toy guns, replicas and imitation firearms capable of being mistaken for real weapons, component parts of firearms, excluding telescopic sights, compressed air and CO2 guns, such as pistols, pellet guns, rifles and ball bearing guns, signal flare pistols and starter pistols, bows, cross bows and arrows, harpoon guns and spear guns, slingshots and catapults;

devices designed specifically to stun or immobilise, including: devices for shocking, such as stun guns, tasers and stun batons, animal stunners and animal killers. (Disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays are NOT permitted in either cabin or hold baggage);

objects with a sharp point or sharp edge — objects with a sharp point or sharp edge capable of being used to cause serious injury, including: items designed for chopping, such as axes, hatchets and cleavers, ice axes and ice picks, razor blades, box cutters, knives with blades of more than 6 cm, scissors with blades of more than 6 cm as measured from the fulcrum, martial arts equipment with a sharp point or sharp edge, swords and sabres;

tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including: crowbars, drills and drill bits, including cordless portable power drills, tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels, saws, including cordless portable power saws, blowtorches, bolt guns and nail guns;

blunt instruments — objects capable of being used to cause serious injury when used to hit, including: baseball and softball bats, clubs and batons, such as billy clubs, blackjacks and night sticks, martial arts equipment;

All of these items can only be carried in your hold baggage (but, for the avoidance of doubt, cannot be carried at all if they are items listed below).

The following **dangerous articles** are not permitted in baggage whether cabin or hold baggage:

Gas cylinders: Flammable gas, e.g. butane (such as spares for gas powered hair curlers), propane (e.g. camping gas, chef's blow torches); Non-flammable gas, e.g. filled scuba diving cylinders; and Toxic gas, e.g. tear gas. Cylinders not exceeding 5kg gross weight of compressed air and oxygen for medical needs may be carried subject to prior notification and our written approval.

Flammable liquids and solids such as lighter or heater fuels, paint, and matches (except one box of matches or a small cigarette lighter which does not contain unabsorbed liquid fuel (other than liquefied gas) and which must be carried on the person).

Poisons such as insecticides, weed killers, arsenic, and cyanide.

Radioactive material, oxidising materials, and organic peroxides such as bleaches and fibreglass repair kits.



Firearms and explosives. Handguns, automatic weapons, munitions, ammunitions including blank cartridges, pistol caps, fireworks, flares, smoke canisters, and crackers. Note: As an exception, sporting/competition firearms and a maximum of 5kgs of ammunition (UN0012 or UN0014) may be carried in hold luggage with appropriate paperwork, subject to available space, if declared at check-in and securely boxed or packaged. **Please note ammunition must be packed as part of passenger hold baggage and separated from firearms. Passengers checking in firearms must check in at least 90 minutes prior to the scheduled time of departure .**

Passengers intending to carry sporting weapons are required to notify [us](mailto:customerservices@flycello.com) in advance by email to customerservices@flycello.com

Infectious substances such as bacteria and viruses.

Corrosives such as mercury, acids, alkalis, and wet-cell batteries.

Lithium metal or Lithium ion batteries exceeding a 100Wh rating (See below)

'Hoverboards' or similar electrically powered personal transport devices (This does not include Electric Wheelchairs which continue to be permitted)

You are not permitted to carry the following items in checked-in baggage, but may do so in cabin baggage; namely fragile or perishable items, money, jewellery, precious metals, silverware, computers, electronic devices, cameras, bottled alcohol, cigarettes, cigars or tobacco, high value new cosmetics and perfumes, other highly desirable items, medication that may be required during your journey, house or car keys, negotiable papers, securities or other valuables, business documents, samples, passports or other identification documents.

If an item of cabin baggage becomes checked-in 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-in baggage. You may carry such items as cabin baggage, but only if you comply with our requirements (where applicable) regarding the contents, size and weight of cabin baggage.

You may not bring on board alcohol for the purposes of consumption whilst on the aircraft. Only alcoholic drinks purchased on board may be consumed during the flight. We reserve the right to refuse to serve alcoholic drinks to passengers at our absolute discretion.

12. Right to Refuse Baggage

We may refuse carriage of any item that is prohibited from carriage as either checked-in baggage or cabin baggage. We may refuse to accept baggage for carriage if, at check-in, it appears not to be properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

13. Right to Search



For reasons of safety, health and security, and to check that you are not carrying in your baggage any prohibited items, we and/or airport security personnel may search, screen and x-ray your baggage with or without you being present. If you do not comply with such requirement we may refuse to carry you and/or your baggage and this is without refund or other liability to you. We will not be liable for any damage resulting from such activity unless it was caused solely by our negligence.

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

You agree that if required, you must attend the inspection of your checked-in and/or cabin baggage, by customs or other government officials. We are not liable to you for any loss or damage suffered by you through your failure to comply with this requirement, or through the actions of customs or other government officials, unless it is due solely to our negligence.

14. Collection and Delivery of Checked-in Baggage

You must collect your baggage as soon as it is available for collection at each place of destination or stopover. If it is not claimed within what we consider to be a reasonable time, we may charge a storage fee and, if it is not collected within 100 days of the time it was made available for collection, we may dispose of it and retain for our benefit any proceeds without notice or any liability to you.

If a person claiming baggage is unable, on request, to produce a baggage identification tag for identification of the baggage, we will make the baggage available to such person only on condition that he or she establishes to our satisfaction his or her right thereto, and, if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery. We accept no responsibility for making anything other than limited enquiries of the person claiming the baggage when assessing the right to collection.

Acceptance of baggage by the bearer of the baggage identification tag without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

Should your checked-in baggage not travel on your flight for whatever reason, but arrive on a later flight, you may be required to collect it from the airport, in person. Any charges associated with you doing so at any airport outside of the United Kingdom will be at your own cost.

15. Removed Items of Baggage

We accept no responsibility for any items of your baggage that are removed by reason of government policy or by airport or security personnel acting in accordance with applicable regulations. If you are aware of the removal of items from your baggage by airport security



personnel, it is your responsibility to ensure that you obtain a receipt from the relevant personnel and make arrangements for collection of such items later.

16. Carriage of animals including guide or assistance dogs.

Information about the carriage of animals is available on request. Guide or assistance dogs accompanying passengers with disabilities will be carried for a nominal charge, subject to the conditions specified in EC1107/2006 and by us, which are available on request from customerservices@flycello.com.

17. Conduct on Board Aircraft and at Airport

We take a zero tolerance stance with regard to any person who threatens the safety, comfort and wellbeing of customers and staff.

You must behave appropriately at all times whilst in the airport and on board the aircraft. In particular (but not limited to these examples) you must not:

1. contravene any applicable law (e.g. by being drunk on board an aircraft);
2. conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board;
3. obstruct the crew in the performance of their duties;
4. fail to comply with any instruction of the crew;
5. use any threatening, abusive or insulting words or actions towards the crew or other passengers;
6. behave in a disorderly manner or in a manner to which other passengers may reasonably object; or
7. fail to comply with the terms of any document signed by you following contravention of one or more of the preceding conditions on a previous flight with us.

If, in our reasonable opinion, you have failed to behave appropriately either in the airport or on board the aircraft or we consider you unfit to fly:

1. we may decide (in our reasonable discretion) to cancel your flight prior to take-off and/or after take-off;
2. we may divert the aircraft to offload you, in which case you must pay to us all costs and expenses which we incur of any nature whatsoever as a result of or arising out of that diversion;
3. we may decide to cancel any return flight or other future flights you have with us, without refund; and
4. we may take any other measures we deem necessary to prevent continuation of your inappropriate conduct, including your restraint or removal from the aircraft or airport.

In all of the above circumstances, you shall not be refunded the price of your booking, and we shall not be liable for any costs you incur as a result of us refusing carriage.



You will indemnify us for all costs and expenses (including the legal costs we incur in bringing any action against you) arising from your improper conduct on board the aircraft including (but not limited to) any damage caused to the aircraft.

We reserve the right to request that you undertake a breath test procedure at any time prior to travel. If you either refuse to take the test or fail the test, we reserve the right to refuse you permission to travel. Notwithstanding this right, even if you pass the test we still remain entitled to act in accordance with the provisions above, in our absolute discretion.

For safety reasons, we may forbid or limit the operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

18. Refusal to Carry and Removal of Passengers

In addition to section 17 above, we may refuse to carry you or your baggage in the following circumstances:

1. such action is necessary for reasons of safety and/or security and/or to comply with any applicable laws, regulations or orders of any country to be flown from, into or over including laws or regulations relating to Advance Passenger Information requirements;
2. your conduct, age or mental or physical condition or the physical condition of your baggage is such as to require our special assistance (save where the "Special Assistance" provisions of these Terms and Conditions apply), or to cause harm or discomfort, or to be objectionable to other passengers or crew, or to involve any hazard or risk to yourself or other persons or to property;
3. you are drunk or under the influence of drink or drugs;
4. you are, or we reasonably believe you are, in unlawful possession of drugs;
5. you have threatened, insulted, abused or acted in a disorderly way (either by words or action) towards ground staff, a member of the crew or our other passengers;
6. you have committed misconduct on a previous flight and we believe that such conduct may be repeated;
7. you have refused to submit to a security check or you have not observed, or may fail to observe, instructions given by ground staff or a member of crew with respect to safety or security;
8. you do not appear to be properly documented or any of our documentation presented by you appears to have been acquired unlawfully, or reported as being lost or stolen, or counterfeit, or altered by anyone other than us or our authorised agent, or mutilated, it being understood by you that we have no duty to make any enquiries when determining whether to permit you to travel, and that we have the right to retain such documentation;
or



9. the person who presents for check-in or boarding cannot prove that he or she is the person named as the passenger in the booking.

We will be entitled to refuse to carry you or your baggage if we have given you a banning notice and you have bought your ticket (or someone has bought the ticket on your behalf) while the ban applies. By a banning notice we mean a written notice informing you that you are banned from being carried on flights operated by us. This notice will specify the period for which the ban applies. If you try to travel while a ban is in force, we will refuse to carry you and you will not be entitled to any refund.

If we refuse to carry you, we may pass on your booking details and the reason we have refused to carry you to other airlines for their information. This in turn may make it difficult for you to book other airline tickets.

19. Cancellation, rerouting, delays

The time of flight departures and the duration of flights are not guaranteed. For operational, commercial, safety or security reasons or because of unusual or unforeseen and/or extraordinary circumstances which could not have been avoided by us by taking reasonable measures (including without limitation bad weather, air traffic control restrictions, strikes, volcanic eruptions or ash clouds, aircraft inspection required due to bird strike or other foreign object damage, unexpected flight safety shortcomings, passenger or crew sickness, potential health hazards, war/political instability, airspace closure or because of actual or prospective loss or restriction of air traffic rights available to UK airlines as a result of implementation of the UK's decision to leave the EU) we may cancel, terminate, divert, re-route, postpone or delay any flight or cease operations on any route without liability to you for any compensation or damages due to loss or damage you may suffer as a result of such flight cancellation, amendment or delay.

If we decide to cancel, terminate, divert, re-route, postpone or delay your flight, or cease operations on the route your flight forms part of, after your itinerary/receipt has been issued and this is known to us more than 48 hours in advance, we will notify the Charterer, who is responsible for notifying you. Where the Charterer has been notified by us in advance of any change to your booking, we will not be liable for any missed departure by anyone in the booking.

Except as provided for by law, including, where applicable, Regulation (EC) 261/2004, the price paid for the booked flight(s), including any taxes, fees or charges which may have been collected in respect of such flights, is non-refundable.

20. Aircraft

We do not guarantee that your flight will be operated by any particular aircraft, and we reserve the right to substitute aircraft as may be necessary from time to time. Sometimes, we may need to change the aircraft type or use another airline's aircraft, and in these circumstances we cannot guarantee that you will always receive the same level of in-flight service and baggage allowances that we provide.

21. Denied Boarding



If we are unable to provide you with previously confirmed space on any flight (other than where you are refused carriage pursuant to these Terms and Conditions), we shall provide you with compensation in accordance with our denied boarding compensation policy and applicable law, including Regulation (EC) 261/2004 if applicable, details of which are available on request at the airport from our staff or appointed representatives.

22. Our Liability

We will have no liability to you except in accordance with these Terms and Conditions, the Convention for the Unification of Carriage of Certain Rules for International Carriage by Air, signed in Montreal, 1999 (the "Montreal Convention") and where applicable, Regulation (EC) 261/2004. Notwithstanding the foregoing, nothing in this clause shall restrict any liability that we may have under the Consumer Rights Act 2015.

Your contract of carriage with us (including these Terms and Conditions and all applicable exclusions and limits of liability) applies for the benefit of the Charterer and our authorised agents, servants, employees and representatives to the same extent as they apply to us. As a result, the total amount recoverable from us, the Charterer and our authorised agents, servants, employees and representatives will not be more than our own liability, if any.

We will have no liability to you regarding any product or services you book through us, as agent for the supplier thereof, unless caused solely by our negligence, save as provided for expressly under the Montreal Convention, Regulation (EC) 261/2004 as applicable, and any other applicable laws.

Nothing in these Terms and Conditions gives up or waives any exclusion or limitation of our liability available under the Montreal Convention or applicable local law unless otherwise expressly stated in writing by us, or prevents us from excluding or limiting our liability under the Montreal Convention or under any other laws which apply, or gives up any defence available to us there under 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.

Death/Personal Injury Our liability for compensatory damages you are entitled to recover for proven losses and costs sustained by you in the event of death, wounding or other bodily injury caused by an accident is subject to the rules and limitations set out in the Montreal Convention, EC Regulation 2027/97, and these Terms and Conditions.

Loss of or damage to Baggage Our liability for compensatory damages you are entitled to recover for proven losses and costs in the event of loss of, or damage to, or delay of, your checked-in baggage, and cabin baggage/personal property carried by you aboard the aircraft, is subject to rules and limitations set out in the Montreal Convention, EC Regulation 2027/97, and these Terms and Conditions, and is generally as follows.

1. We will not be liable for loss of or damage to cabin/unchecked baggage unless caused by our negligence.
2. We will not be liable for loss of or damage to any cabin baggage and/or checked-in baggage resulting from inherent defect, quality or vice of the baggage. Likewise, we will



not be liable for fair wear and tear of baggage resulting from the usual and normal rigours of transportation by air.

3. We will not be liable for any loss of or damage to any item included in your cabin baggage and/or checked-in baggage which you are prohibited from carrying under these Terms and Conditions or applicable law on the basis that the loss arose solely from your own contributory negligence.
4. Our maximum liability for loss of or damage to cabin baggage and checked-in baggage is limited to the local currency equivalent of 1,131 Special Drawing Rights per passenger unless you prove that the loss or damage resulted from our act or omission either done with the intention of to cause it or recklessly and with knowledge that it would probably result.

Our liability for a claim caused by delay in your carriage by air is limited by the Montreal Convention. Where that Convention does not apply, we will have no liability to you for delay, except as otherwise provided in these Terms and Conditions or by applicable law, including where applicable, Regulation (EC) 261/2004, and as limited by the Montreal Convention.

US Required Liability Notice Wherever liability for your journey does not rest with us and the Montreal Convention does not apply and the carrier has not waived the Warsaw Convention limits for death or bodily injury and the defence that it has taken all necessary measures to avoid the damage up to the national currency equivalent of 113,100 Special Drawing Rights of any such claim, the Warsaw Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of such carriers for death of or personal injury to passengers is limited in most cases to proven damages not to exceed: (i) US\$75,000 per passenger in the case of journeys to, from, or with an agreed stopping place in the USA, and that this liability up to such limit shall not depend on negligence on the part of the carrier; and (ii) US\$10,000 or US\$20,000 in the case of journeys not to, from, or with an agreed stopping place in the USA.

The names of carriers who are party to such special contracts are available at all ticket offices of such carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or the Montreal Convention or such special contracts of carriage. For further information, please consult your airline or insurance company representatives.

Note: The above US\$75,000 limits of liability is inclusive of legal fees/costs except that in case of a claim brought in a country where a provision is made for separate award of legal fees/costs, the limit shall be US\$58,000 exclusive of legal fees/costs.

23. Notice of Claims

Damage to Checked-in Baggage You should report any damage to your checked baggage and obtain and complete a Property Irregularity Report prior to leaving the airport. You must then notify us as soon as possible in writing of any damage to your baggage and, in any event, no later than the expiry of 7 days of receipt of that baggage. If you fail to notify us within these timescales then no action shall lie against us.



Delay or Loss of Checked-in Baggage You should report any delay or loss of your checked-in baggage and obtain and complete a Property Irregularity Report prior to leaving the airport. You must then notify us as soon as possible in writing of the delay to or loss of your baggage and, in any event, no later than the expiry of 21 days of the date on which your baggage should have been received. If you fail to notify us within these timescales then no action shall lie against us.

In each case your notification must include an itemised list identifying each affected item and giving a description which includes the manufacturer and age of item together with proof of purchase and evidence of ownership in each case. We will deduct an amount from your claim in respect of depreciation where we believe it to be appropriate. In the case of a compensation claim for physical damage to baggage, you must retain the damaged baggage and produce it to us at our request in order that we may examine it to assess the nature and extent of the damage and whether the baggage is capable of repair. In the event that you wish to claim for the cost of replacing an individual item which forms part of a claim for damage to baggage, you must consult us before incurring the replacement cost, otherwise it may not be included in the compensation payable to you. You must include proof of purchase of the replacement items when making your claim. In respect of all claims for damages concerning your baggage, you must provide us with all the information we request to assess the eligibility of your claim and the amount of damages payable. If we require you to do so, you must sign a statement of truth regarding the facts and value of your claim for damage to your baggage before we make the payment to you. If you fail to comply with these requirements, you may adversely affect the amount of compensation to which you are entitled.

Time Limits to bring a Claim The provisions in this section 23 are subject always to the provisions in section 24 (*Time Limits*).

24. Time limits

An action for any claim you have under European Commission (EC) Regulation 261/2004 must be brought within 6 years of the date on which your claim accrued, in accordance with section 9 of the Limitation Act 1980. Any right to any other compensation and/or damages and/or any other relief whatsoever in relation to your booking shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped.

Your booking is not covered by any scheme of financial protection and you should ensure that you have adequate insurance cover for your entire travel, including insurance to cover the value of your baggage (including its contents).

25. Choice of law and jurisdiction

Unless otherwise provided by the Montreal Convention or any applicable law, government regulations, orders or requirements:

These Terms and Conditions and any carriage which we agree to provide you with (in respect of yourself and/or your baggage) shall be governed by the laws of England and Wales.



Any dispute between you and us concerning or arising out of such carriage in any way whatsoever, including any non-contractual obligations arising out of or in connection with these Terms and Conditions, shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

"Non-exclusive jurisdiction" means that you may bring a claim against us in a jurisdiction outside of the courts of England and Wales. "Non-contractual obligations" means obligations that do not arise from the specific provisions of these Terms and Conditions but arise as a result of English legal principles.

26. Use of your data

For full details of how we may use your data please view our Privacy Policy at:

<http://www.flycello.com/downloads/Privacy-Policy-Cello.pdf>

27. How to contact us

We try to resolve any issues brought to our attention as soon as possible so it is important that you tell us if you are not happy so that you give us the opportunity to resolve your issue at the time. If for any reason this is not possible or we have been unable to resolve your issue to your satisfaction please write to us at *Customer Services, Cello Aviation Ltd*, 140, Holyhead Rd, Birmingham, B21 0AF, United Kingdom. Please allow 28 days for a full response. We can also be contacted by email at customerservice@flycello.com

28. Amendments

These Terms and Conditions may be amended by us from time to time and will be updated on this website accordingly.