

RYANAIR

General Conditions of Carriage for Passengers and baggage

**Issued by:
RYANAIR LIMITED
Corporate Head Office
Dublin Airport
Co Dublin
Ireland**

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RYANAIR LIMITED

GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

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ARTICLE 1 — WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

In these conditions:

“We”, “our” “ourselves” and “us” means Ryanair Limited of Corporate Head Office Dublin Airport Co Dublin Ireland.

“You”, “your” and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “Passenger”).

“AIRLINE DESIGNATOR CODE” means the two characters or three letters which identify particular air carriers.

“BAGGAGE” means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

“BAGGAGE IDENTIFICATION TAG” means a document issued solely for identification of Checked Baggage.

“CHECKED BAGGAGE” means Baggage of which we take custody and for which we have issued a Baggage Identification Tag.

“CHECK-IN DEADLINE” 'CHECK-IN DEADLINE' means the time limits specified by us by which you must have obtained your boarding pass and, where applicable, completed any visa/document checks and paid any Checked Baggage fees and/or excess baggage charges and deposited your Checked Baggage at a Bag-Drop.

“CONVENTION” means the Montreal Convention 1999.

“DAMAGE” includes death, wounding, or bodily injury to a Passenger or loss, partial loss, theft or other damage to baggage, arising out of or in connection with carriage or other services incidental thereto performed by us.

“DAYS” mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

“ITINERARY/CONFIRMATION” means a document we issue to Passengers that contains the Passenger’s name, flight information and notices.

“PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “you”, “your” and “yourself”).

“SDR” means a Special Drawing Right as defined by the International Monetary Fund. (The current value of this currency unit may be found in the financial pages of major newspapers.)

“TICKET” means the Itinerary/Confirmation issued to you by us.

“UNCHECKED BAGGAGE” means any of your Baggage other than Checked Baggage.

ARTICLE 2 — APPLICABILITY

2.1 GENERAL

Except as provided in Articles 2.2, 2.3 and 2.4, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

2.2 CHARTER OPERATIONS

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the Ticket.

2.3 OVERRIDING LAW

2.3.1 These Conditions of Carriage are applicable unless they are inconsistent with applicable law in which event such law shall prevail.

2.3.2 If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.4 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

ARTICLE 3 — TICKETS

3.1 GENERAL PROVISIONS

3.1.1 We will provide carriage only to the Passenger named in the Ticket. You will be required to produce valid travel documentation.

3.1.2 A Ticket is not transferable except as for provided for in our regulations.

3.1.3 Our Tickets cannot be endorsed for use with other carriers but flights may be changed in accordance with our regulation subject to payment of a change fee plus any difference in price between the original fare paid and the lowest available fare for the new booking at the time. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket or are prevented from reaching the boarding gate at the airport of departure by the time specified in Article 6.3 below by reason of 'force majeure'

3.2 VALIDITY

3.2.1 Except as otherwise provided in these Conditions and such regulations as we may make in accordance with Article 16 below, reservations are valid only for the flight(s), date(s) and route specified on the Ticket.

3.2.2 In the event of serious illness or death of a Passenger, the Tickets of the Passenger and of persons travelling on the same reservation may be modified by waiving any restriction on changing reservations upon production of suitable documentary evidence. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the deceased Passenger's Ticket and those of his or her accompanying immediate family members may likewise be modified upon production of evidence of death.

3.3 OUR NAME AND ADDRESS

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address is Corporate Head Office, Dublin Airport, Co Dublin, Ireland.

ARTICLE 4 — FARES, TAXES, FEES AND CHARGES

4.1 FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our tariffs and fare categories in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

4.2 TAXES, FEES AND CHARGES

4.2.1 Government taxes (including but not limited to United Kingdom Air Passenger Duty) imposed in respect of a flight to be operated by us and undertaken by you shall be payable by you at the levels prevailing at the time you make your reservation. If you do not travel, you may apply in writing within one month for a full refund of any such government taxes subject to a reasonable administration fee. Other than government taxes, all other monies paid are non-refundable.

4.2.2 Taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date that your reservation has been made. If any such tax, fee or charge is introduced or increased after your reservation has been made you will be obliged to pay it (or any increase) prior to departure. Similarly, if any such tax, fee or charge is abolished or reduced such that it no longer applies to you, or a lesser amount is due, you will be entitled to claim a refund of the difference from us.

4.3 CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country of origin of travel unless another currency is indicated by us at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in another currency.

ARTICLE 5 — RESERVATIONS AND SEATING

5.1 RESERVATION REQUIREMENTS

5.1.1 We will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.

5.2 PERSONAL DATA

You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services such as hotel reservations and car rental, developing and providing services such as special facilities for people with reduced mobility, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, government agencies, other air carriers or the providers of the above-mentioned services. Your personal data will not be used for marketing activities without your prior permission.

5.3 SEATING

We do not pre-assign seats on any of our flights. However, if you report to the boarding gate no less than thirty (30) minutes prior to flight departure and have purchased priority boarding we will do our best to assist. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.4 SMOKING

You may not smoke in any part of an aircraft operated by us. Failure to adhere to this regulation may result in severe criminal penalties being brought against you as well as all disruption costs being claimed against you by ourselves.

ARTICLE 6 — CHECK-IN AND BOARDING

6.1 Unless otherwise specified by us or by any applicable governmental or airport authority, the online Check-in Deadline is 4 hours prior to scheduled departure. Where applicable visa/document checks must be completed and any Checked Baggage fees and/or excess baggage charges paid and your checked baggage deposited at a Bag-Drop desk no later than 40 minutes prior to scheduled departure. We reserve the right to cancel your reservation without refund and deny you boarding if you do not comply with the Check-in Deadline.

6.2 You must present your online boarding pass and valid travel documentation for all flights upon at security, at the boarding gate and otherwise as we may specify from time to time.

6.3 You should be at the boarding gate at least 30 minutes prior to scheduled departure. Boarding closes 20 minutes prior to departure. If you arrive later than this at the boarding gate you will not be accepted for travel. For travel on a later flight, you will be required to purchase a new ticket.

6.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

ARTICLE 7 — REFUSAL AND LIMITATION ON CARRIAGE

7.1 RIGHT TO REFUSE CARRIAGE

7.1.1 We may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights.

7.1.2 We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.2.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.2.3 your mental or physical state or attitude or demeanour, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.2.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

7.1.2.5 you have refused to submit to a security check;

7.1.2.6 you have not paid the applicable fare, taxes, fees or charges;

7.1.2.7 you owe us any money in respect of a previous flight owing to payment having been dishonoured, denied or recharged against us;

7.1.2.8 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.2.9 you cannot prove that you are the person named in the Ticket;

7.1.2.10 you fail to observe our instructions with respect to safety or security.

7.1.2.11 if you have not booked your flight directly on www.ryanair.com or via a Ryanair call centre.

If we have, in the reasonable exercise of our discretion under this Article 7.1.2 refused to carry you on the basis of any of the above, or have removed you en route, we may cancel the remaining unused portion of your Ticket and you will not be entitled to further carriage. We will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route.

7.2 SPECIAL ASSISTANCE

Acceptance for carriage of young persons travelling alone, incapacitated persons, pregnant women, persons with illness, blind or visually impaired passengers or other people requiring special assistance is subject to specific prior arrangement with us on terms and conditions which may be advised by us from time to time. Passengers with disabilities who have advised us of any special requirements they may have on the day of booking, and which have been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements. Failure to advise us of any special needs on the day of booking will result in the service being unavailable and to your being refused carriage.

ARTICLE 8 — BAGGAGE

8.1 BAGGAGE

You may check in some Checked Baggage for a nominal charge and carry one item of Unchecked Baggage free of charge, all subject to our conditions and limitations, which are available for inspection on our website or upon request from us.

8.2 EXCESS BAGGAGE AND CARRIAGE OF CERTAIN ITEMS

You will be required to pay a charge for the carriage of Checked Baggage in excess of your personal Checked Baggage allowance and for any sports equipment, musical instruments and certain other items which we may elect to carry, all subject to our rates, conditions and limitations, which are available for inspection on our website or upon request from us.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 You must not include in your Baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

8.3.1.2 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

8.3.1.3 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.1.4 firearms or ammunition.

8.3.1.5 fish, game or hunting trophies

8.3.1.6 swords, knives, scissors, blades, cutlery, darts, syringes and other sharp objects and any item which in our opinion could be used as a weapon may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.

8.3.1.7 You must not include in Checked Baggage money, jewellery, precious metals, keys, cameras, computers, medicines, spectacles, sunglasses, contact lenses, watches, mobile phones, personal electronic devices, negotiable papers, securities, cigarettes, tobacco or tobacco products or other valuables, business documents, passports and other identification documents or samples.

8.3.2 If, despite being prohibited, any items referred to in this Article 8.3 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 We will refuse to carry as Baggage the items prohibited by Article 8.3, and refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

8.5 RIGHT OF SEARCH

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your baggage. If you are not available, your baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your baggage contains any item described in Article 8.3.1. If you are unwilling to comply with such request we may refuse to carry you and your baggage. In the event of a search or scan causes damage to you, or an x-ray or scan causes damage to your baggage, we shall not be liable for such damage unless due to our fault or negligence.

8.6 CHECKED BAGGAGE

8.6.1 Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.7 UNCHECKED BAGGAGE

8.7.1 We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or if it is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

8.7.2 Objects which we deem unsuitable for carriage in the aircraft hold (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

8.8.2 Only the bearer of the Baggage Identification Tag is entitled to delivery of the Checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce and/or identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

8.9 ANIMALS

We do not carry animals on our flights except for guide dogs on certain routes. Further details are available from us upon request.

ARTICLE 9 — SCHEDULES, CANCELLATIONS, DELAYS AND DIVERSIONS

9.1 SCHEDULES

9.1.1 The flight timings shown on your Ticket or elsewhere may change between the date of reservation and the date of travel.

9.1.2 When we accept your booking, we will notify you of the scheduled flight timings in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight timings after you have booked your flight. If you provide us with your e-mail address, we will endeavour to notify you of any changes by such means. If, after you purchase your Ticket, but before the date of travel, we change the scheduled departure time by more than three hours and this is unacceptable to you and we are unable to book you on an alternative flight which is acceptable to you, you will be entitled to a travel credit voucher or, upon application, a refund in accordance with Article 10.2.

9.2 CANCELLATION AND DELAYS

9.2.2 Except as otherwise provided by the Convention or Regulation (EC) No. 261/2004 (please also see Article 14.5) if we cancel a flight, fail to operate a flight reasonably according to schedule or cease to operate a route, we shall, at your option, either:

9.2.2.1 carry you at the earliest opportunity on another of our scheduled services on which space is available between the same routing points or, subject to our specific agreement with you, on one or more of our scheduled services via another airport served by us to your destination airport. In addition, where necessary, we will extend the validity of your Ticket, all without making any additional charge; or

9.2.2.2 carry you on the same route to your final destination at a later date at your convenience subject to seat availability; or

9.2.2.3 make a refund in accordance with the provisions of Article 10.2.

If your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance.

9.3 DIVERSIONS

If, for reasons outside our control, we are unable to land at the airfield at your destination and are diverted so as to land at another airfield then the carriage by air shall, unless the aircraft continues to the original destination, be deemed to be completed when the aircraft arrives at that other airfield. We shall, however, arrange or designate alternative transportation, whether by our own services or by other means of transportation specified by us to carry you to the original destination as set out in your Ticket without additional cost.

9.4 DENIED BOARDING COMPENSATION

If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding on our flights in accordance with applicable law. If you are denied boarding ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance.

ARTICLE 10 — REFUNDS

10.1 NON-REFUNDABILITY

Except as provided in Articles 4.2, 10.2 and 10.3 of these Conditions, all monies paid for flights operated by ourselves are non-refundable.

10.2 INVOLUNTARY REFUNDS

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule or cease to operate a route, the amount of the refund shall be:

10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid plus any associated taxes, fees and charges paid;

10.2.1.2 if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used plus any associated taxes, fees and charges paid in respect of that part of the journey not undertaken.

10.3 BEREAVEMENTS

In the event of a bereavement of an immediate family member (mother, father, brother, sister, grandparent or child) within fourteen days of travel we will upon application, make a refund in line with Article 10.2.

ARTICLE 11 — CONDUCT ABOARD AIRCRAFT

11.1 GENERAL

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which we reasonably believe may cause or does cause discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

11.2 ELECTRONIC DEVICES

For safety reasons, we may forbid or limit 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.

ARTICLE 12 — ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.

12.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

ARTICLE 13 — ADMINISTRATIVE FORMALITIES

13.1 GENERAL

13.1.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

13.1.2 We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

13.2 TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

13.3 REFUSAL OF ENTRY

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

13.5 CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other governmental or airport authorities. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6 SECURITY INSPECTION

You shall submit to any security checks by duly authorised representatives of governments or airport authorities or by us.

ARTICLE 14 — LIABILITY FOR DAMAGE

14.1 International travel, as defined in the Convention, is subject to the liability rules of the Convention and European Union Council Regulation No.2027/97 (as amended by Regulation No. 889/2002). Additionally, our liability will be determined by these Conditions of Carriage

14.2 There are no financial limits to our liability for death, wounding or any other bodily injury suffered by a Passenger. We have strict liability up to 113,100 SDRs unless we can prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger. For claims in excess of this limit, we may be exonerated if we can prove that we and our agents took all necessary measures to avoid the damage or that it was impossible for us or them to take such measures.

14.3 We will without delay, and in any event not later than fifteen (15) days after the identity of the natural person entitled to compensation has prima facie been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. Such payment shall not be less than 16,000 SDRs per Passenger in the event of death. Making an advance payment shall not constitute recognition of liability and may be offset against any subsequent settlement. Advance payments made hereunder shall not be returnable unless:

14.3.1 we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger; or

14.3.2 where it is subsequently proved that the person who received the advance payment was not the person entitled to compensation; or

14.3.3 it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence.

14.4 Subject to Articles 14.2 and 14.3 above, our liability provisions are as follows:

14.4.1 Any liability we have for Damage, will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

14.4.2 We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

14.4.3 We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

14.4.4 Our liability in the case of Damage to Baggage shall be limited to 1,131 SDRs (or equivalent) per passenger unless you have had a declaration of higher value by check-in at the latest and paid a supplementary fee.

14.4.5 Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.

14.4.6 We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

14.4.7 We shall have no liability for unsuitably packed, perishable, damaged or fragile items or for cosmetic and/or for superficial damage caused to Baggage as a result of normal wear and tear during carriage.

14.4.8 We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

14.4.9 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our servants, employees and representatives to the same extent as

they apply to us. The total amount recoverable from us and from such employees, representatives and persons shall not exceed the amount of our own liability, if any.

14.4.10 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

14.5 If you or your checked baggage suffer a delay in the carriage by air, we shall not be liable for damage occasioned by a delay if we prove that we or our servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for us or them to take such measures. If we are liable for damage caused by delay, our liability for such damage is limited as follows:

14.5.1 For damage caused by delay in the carriage of passengers, our liability is limited to 4,694 SDRs for each Passenger.

14.5.2 For damage caused by delay in the carriage of baggage, our liability is limited to 1,131 SDRs for each Passenger.

ARTICLE 15 — TIME LIMITATION ON CLAIMS AND ACTIONS

15.1 NOTICE OF CLAIMS

15.1.1 Acceptance of Checked Baggage by the bearer of the Baggage Identification Tag, without complaint at the time of deliver, is *prima facie* evidence that it has been delivered in good condition and in accordance with the contract of carriage.

15.1.2 If you wish to file a claim or an action regarding Damage to Checked Baggage, you must write and complain as soon as possible. In the case of Damage to Checked Baggage, you must write and complain within seven (7) Days and in the case of delay within twenty-one (21) Days, in both cases from the date on which the Baggage was placed at your disposal.

15.2 LIMITATION OF ACTIONS

Any right to Damages 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. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 16 — MISCELLANEOUS REGULATIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things: flight and/or name changes, the carriage of young persons, reduced mobility passengers, pregnant or sick passengers, sports equipment, musical instruments, restrictions on use of electronic devices and items and the on board consumption of alcoholic beverages. Regulations and conditions concerning these and

other matters are available from us upon request or on www.ryanair.com.

ARTICLE 17 – CASH/CREDIT/DEBIT CARD TRANSACTIONS

Owing to the high costs of security and administration, Ryanair does not accept cash for tickets, fees or charges for carriage of excess baggage and sporting equipment. Some airports may have local arrangements for the acceptance of cash and will often accept major debit cards issued in their country. Passengers intending to pay for tickets, fees or charges at the airport should contact the airport in advance to determine if the airport will accept cash and/or which debit cards are acceptable as a form of payment. Passengers who pay for their flights with a credit card billed in a currency other than the currency of the country from which the flight departs will be charged in the currency of issue of the credit card, inclusive of a 'foreign user' charge but you can check the actual amount to be billed in the currency of your card prior to payment being made.

ARTICLE 18 - APPLICABLE LAW AND JURISDICTION

Your contract of carriage with Ryanair, including Ryanair's Terms and Conditions of Travel and General Conditions of Carriage, shall be governed by Irish law. Any dispute arising out of or in connection with this contract shall be subject to the jurisdiction of the Irish Courts unless otherwise provided in the Montreal Convention or any other applicable law.

ARTICLE 19 — INTERPRETATION

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.

RYANAIR LIMITED

| **24th August 2010**