



# **GENERAL CONDITIONS OF CARRIAGE**

**Wizz Air Hungary Ltd.**

**GENERAL CONDITIONS OF CARRIAGE OF PASSENGERS AND BAGGAGE**

**30 November 2012**

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## **ARTICLE 1 – DEFINITIONS**

**YOU, YOUR(S), YOURSELF:** refers to the person named in the Itinerary issued by us upon payment of the Total Fare.

**WE, OUR, OURSELVES, US, Wizz Air:** refers to Wizz Air Hungary Ltd. and its employees, servant and agents.

**AIRLINE DESIGNATOR CODE:** two or three letters or characters identifying an airline. The codes for Wizz Air are W6 and WZZ.

**AGREED STOPPING PLACE:** a landing place indicated as such on the Itinerary and in our database, which is not considered a Place of Departure or Place of Destination.

**BAGGAGE:** means your property not excluded from carriage accompanying you on your trip as Checked, Unchecked Baggage or Personal Property.

**BAGGAGE IDENTIFICATION TAG:** a document issued solely for identification of your Checked Baggage and which is placed on your Checked Baggage.

**BAGGAGE CLAIM TAG:** a document issued solely for identification of your Checked Baggage, affixed to your Boarding Pass.

**BOARDING PASS:** a document (i) issued at the check-in counter against your reservation code or your Itinerary and valid Travel Documents; or (ii) or printed by you after completing the online check-in procedure, permitting you to board the aircraft.

**CALL CENTRE:** customer service provided by telephone, the current telephone numbers of which can be found on the Website.

**CANCELLATION FEE:** the amount payable if the Passenger cancels the reservation as set out on the Website.

**CHARTER AGREEMENT:** the contract for charter carriage concluded in accordance with these General Conditions of Carriage.

**CHECKED BAGGAGE:** your Baggage we take custody of, and for which we have issued a Baggage Identification Tag and a Baggage Claim Tag.

**CHECK-IN DEADLINE:** the time limit specified by us in the present General Conditions of Carriage by which you must have completed check-in formalities and received your Boarding Pass.

**CONDITIONS OF CONTRACT:** statements and notices contained in your Itinerary, these General Conditions of Carriage, the Privacy Policy and the relevant provisions of the Governing Law.

**CONNECTING FLIGHTS:** two or more flight segments per direction booked in the same reservation.

**CONTRACT (FOR CARRIAGE):** the contract for carriage by air of Passengers and Baggage concluded between you and us in accordance with the Conditions of Contract, based on which we carry you and your Baggage from the Place of Departure to the Place of Destination. The Contract is represented by the Itinerary and the Baggage Tag.

**CONVENTION:** The Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Montreal on 5 May 1999 as amended and supplemented from time to time.

**COUNTRIES AFFECTED BY CARRIAGE:** those countries in which the Place of Departure, the Place of Destination and the Agreed Stopping Place is located.

**CREW:** authorised personnel performing duties on board of the aircraft listed on the flight order such as pilots, flight attendants, technical and security staff acting within the scope of their employment.

**DAY(S):** calendar days, including all seven days of the week, provided that, for the purpose of notification, the day on which notice is dispatched shall not be counted.

**EEA:** European Economic Area, including its member states.

**EU:** European Union, including its members states.

**EXTRAORDINARY CIRCUMSTANCES:** events which could not have been avoided even if all reasonable measures have been taken, such as but not limited to cases of acts of God; political instability; meteorological conditions incompatible with the operation of the flight concerned; security risks, strikes; unexpected flight safety shortcomings and air traffic management decisions which, in relation to a particular aircraft on a particular day give rise to a long delay or the cancellation of one or more flights by that aircraft.

**FARE:** price of the carriage by air from the Place of Departure to the Place of Destination. The Fare includes taxes and charges and the available lowest amount of unavoidable Fees for Other Services.

**FEES FOR OTHER SERVICES/SERVICE FEES:** the amounts payable for various services in connection with the carriage by air, as set out on the Website except the Seat Protection Fee and the Cancellation Fee.

**GENERAL CONDITIONS OF CARRIAGE:** the provisions applicable to the carriage by air of Passengers and Baggage performed by Wizz Air as set out in this document.

**GOVERNING LAW:** the laws of the Hungary applicable with respect to the relationship arising from the Contract; the Regulations and the Convention, each as in force from time to time.

**GOVERNMENT DECREE/DECREE:** the Hungarian Government Decree 25/1999. (II.12.) on the rules of carriage by air of passengers, as amended from time to time.

**IATA:** International Air Transport Association.

**INBOUND FLIGHT/INBOUND JOURNEY:** the last segment of a return journey or the flight itself in case of one-way journeys.

**INFANT:** a child whose age is under two on the date of travel.

**ITINERARY:** the document issued to Passengers following full payment of the Total Fare to Wizz Air, that contains the Passenger's name and the flight details such as the Place of Departure, the Place of Destination and the Agreed Stopping Place if any, departure and arrival times; and sets out references to the Conditions of Contract and other important notices. The Itinerary shall be printed by you in case of reservation made via the internet or will be provided to you by the travel agency that made the reservation for you. If you make your reservation through our Call Centre, you will be notified of a reservation code, and the Itinerary will be faxed, emailed or mailed to you, in accordance with these General Conditions of Carriage.

**LIMITED RELEASE TAG:** the document declaring our limited liability for Checked Baggage that is in any way damaged or not of appropriate size or condition, or contains fragile items accepted by us for carriage. The tag records the above mentioned deficiencies and characteristics.

**OUTBOUND FLIGHT/OUTBOUND JOURNEY:** the first segment of a return journey or the flight itself in case of one-way journeys.

**PASSENGER:** the person named as such in the Itinerary issued by us, and held as such in our database.

**PASSENGER WITH REDUCED MOBILITY OR REQUIRING SPECIAL ASSISTANCE:** means any person whose mobility is reduced due to physical incapacity (sensory or locomotory), intellectual impairment, age, illness, or any other cause of disability when using transport and whose situation needs special attention and the adaptation to a person's needs of the service made available to all Passengers.

**PERSONAL PROPERTY(IES):** means properties defined in paragraph 14.1.4 you may take on board besides the Hand Baggage without paying handling fee.

**PERSON PAYING FOR THE CARRIAGE:** a natural person or legal entity paying the Total Fare for the carriage by air by us of a Passenger as stated in the Itinerary.

**PLACE OF DEPARTURE:** the place indicated on the Itinerary and in our database as the starting point of the carriage by air.

**PLACE OF DESTINATION:** the destination airport of the carriage by air indicated as such on the Itinerary and in our database.

**PRIVACY POLICY:** policy on our Website regulating the processing of personal data provided by the Passengers or Persons Paying for the Carriage to Wizz Air.

**REGULATION:** Regulation (EC) No. 261/2004 of the European Parliament and Council, Regulation No. 1107/2006/EC of the European Parliament and Council and Regulation No. 2027/97/EC of the European Council as amended or supplemented from time to time.

**SCHEDULE:** the arrival and departure times of individual flights as determined by Wizz Air and published on the Website.

SDR: Special Drawing Right as defined by the International Monetary Fund. (The current value of this currency unit can be found on the IMF Website - [www.imf.org](http://www.imf.org) - and in the financial pages of major newspapers.)

SEAT PROTECTION FEE: the amount payable as set out on the Website if Wizz Air exercises its rescission rights and cancels the reservation due to reasons attributable to the Passenger in accordance with these General Conditions of Carriage.

TARIFFS: rules and conditions available on the Website regarding the Total Fare and the fees and charges for various services provided by us; and other regulations of Wizz Air. Further information about our Tariffs can be found on our Website.

TOTAL FARE: the price payable for all services provided to you by Wizz Air, which includes the Fare for the carriage by air and the Fees for Other Services.

TRAVEL DOCUMENTS: documents required by laws and regulations of the Countries Affected by Carriage for crossing the border, transiting and/or staying in the given state.

UNCHECKED BAGGAGE /HAND BAGGAGE: your Baggage other than Checked Baggage that remains in your custody for the whole duration of the journey.

WEBSITE: [wizzair.com](http://wizzair.com)

## **ARTICLE 2 – APPLICABILITY**

### **2.1 GENERAL PROVISIONS**

The provisions of these General Conditions of Carriage for Passengers and Baggage - within the scope as defined in paragraph 2.2 - form part of the Contract concluded between you and us.

### **2.2 APPLICABILITY**

Carriage of Passengers and Baggage falls under the provisions of these General Conditions of Carriage as effective on the date of issue of the Itinerary if Wizz Air is indicated in your Itinerary as the carrier.

### **2.3. CHARTER OPERATIONS**

2.3.1. If carriage is performed pursuant to a Charter Agreement, these General Conditions of Carriage apply only to the extent or with the amendments as set out in the Charter Agreement, the charter regulation in Article 19 or in the charter ticket.

### **2.4 OVERRIDING LAW**

Any provision of these General Conditions of Carriage that is inconsistent with the mandatory provisions of the Governing Law shall be null and void. The other provisions shall nevertheless remain valid. Instead of the void provisions the Governing Law shall apply.

### **2.5 CONDITIONS PREVAIL OVER POLICIES**

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

## **ARTICLE 3 – TARIFFS**

3.1 We reserve the right to amend our Tariffs. Upon request you will be provided with information on our Tariffs in our Call Centre.

3.2 Our employees, servants and agents are obliged to comply with our Tariffs.

## **ARTICLE 4 – TIMETABLE**

*Decree 4.§*

The times of departure and arrival shown in our Schedule, timetables and elsewhere are not guaranteed and we reserve the right to change them.

## **ARTICLE 5 - CONTRACT FOR CARRIAGE BY AIR**

*Decree 5.§*

### **5.1. CONCLUSION OF THE CONTRACT AND ITS CONTENT**

The Contract for Carriage is concluded upon payment of the Total Fare and issue of the Itinerary. The Conditions of Contract apply to the Contract for Carriage concluded between you and us as follows:

- (a) the terms and notices set out in your Itinerary and about which you will be notified orally in case of reservation made by our Call Centre;
- (b) these General Conditions of Carriage;
- (c) the Privacy Policy;
- (d) Governing Law.

### **5.2. ITINERARY**

*Decree 6-7.§*

5.2.1 The Itinerary (in the case of carriage of Baggage, the Baggage Identification Tag) certifies the conclusion of the Contract between you and us, no other ticket will be issued.

5.2.2 We will carry only the Passenger(s) named in the Itinerary. If you do not hold an Itinerary when you are checking in, you have to provide your reservation code to our check-in agent. You will be required to show valid Travel Document(s) upon checking in.

5.2.3 You may request the re-sending (substitution) of your Itinerary or your reservation code by calling our Call Centre. Wizz Air may charge you a fee for this service.

## **ARTICLE 6 – RESERVATION AND SEATING**

### **6.1. RESERVATION**

6.1.1 You can make a reservation through the Website, our Call Centre or through travel agents.

6.1.2 Reservation will not be accepted without immediate payment of the Total Fare, however bank transfer is available for reservations for journeys originating in certain countries. In such cases bank transfer is permitted from the country of the Place of Departure only. For details please consult our Website. In case of bank transfer the number of reservations paid from the same bank account and the number of flights which can be booked in the same reservation is limited until the receipt of the full amount of the Total Fare by Wizz Air.

6.1.3 You are required to provide us with appropriate contact information at which you are contactable at any time (telephone number/mobile telephone number and email address). It is your responsibility to ensure that the email address provided is accurate and you have access to and regularly check the email address provided. It is your responsibility to ensure that the telephone numbers provided are accurate, together with the country and area code (even if reservation is made for you by someone else) and that you are reachable on at least one of the telephone numbers provided in your reservation at all times. Wizz Air shall not be liable for any damages arising from your failure to comply with the above requirements. If your reservation was made by a travel agent and you do not possess an email address, the travel agent shall provide its own email address for the reservation, and the travel agent will inform you of any notifications sent by Wizz Air to the travel agent that affect your reservation.

6.1.4 You are required to provide us with the full name of the Passenger as it is included in the Travel Document of the Passenger to be used at the travelling. If you fail to do so when booking or within 2 hours from the booking via our Call Centre, a name change fee shall be paid for the correction of the name of the Passenger, the amount of which is available on the Website and in our Call Centre

## 6.2. RESERVATION REQUIREMENTS

### *Decree 25.§*

6.2.1 If you require special assistance, you or the Person Paying for your Carriage is required to inform our Call Centre about your physical disability or reduced mobility, upon making the reservation.

6.2.2. As we are unable to verify your state of health, if you have any serious or contagious disease, or any other condition requiring medical care it is your responsibility to obtain medical advice on whether you are fit to travel by air. In accordance with the provisions of these General Conditions of Carriage, Wizz Air will not be liable for any injuries, deterioration of health conditions suffered by you or for your death during travel by air which are due to such condition.

6.2.3. We reserve the right to require a complete medical certificate concerning your condition and fitness to travel by air, containing explicit medical approval for your carriage by air, in any of the cases mentioned in paragraph 6.2.1. We may require qualified medical or nursing escort if necessary.

6.2.4 Should you fail to meet the requirements set out in paragraphs 6.2.1 and 6.2.2 or in case we are unable to provide the conditions set out in your medical certificate on the aircraft we operate according to the Schedule, we will refuse your reservation and carriage and refund the Fare after deduction of the Fee for Other Services and the Seat Protection Fee..

6.2.5. Should you wish to carry special Baggage or items of conditional carriage, you or the person making your reservation shall inform our Call Centre accordingly (see paragraph 14.4).

## 6.3. SEATING

We do not provide seat assignment on any of our flights (accordingly, no seat assignment is indicated in the Itinerary). However, Passengers with special needs and parents travelling with small children will be offered boarding first, provided that they indicate it at the gate when boarding commences. However, you may purchase priority boarding, extra legroom seats or reserved seats for payment of a fee, the amount of which you can find on the Website.

## 6.4 CHANGES BY THE PASSENGER

6.4.1 The reservation as in the Itinerary may not be transferred or modified other than as set out below.



6.4.2 Should you wish to change the flight times or routing set out in your Itinerary, you may make the changes through the Website or through our Call Centre up to 3 hours before the scheduled time of departure and before you check-in.

You will be required to pay a flight change fee and the difference between the original and the new Fare (including any changes in taxes, charges and Fees for Other Services). Should the new Total Fare be lower than the original, you will not be entitled to a refund, except for the amount of the lower taxes and charges.

6.4.3 Should you wish to change the name of a Passenger, you shall advise our Call Centre not later than 3 hours before the scheduled time of departure of your Outbound Flight. You will be required to pay a name change fee, the amount of which is available on the Website and in our Call Centre. Name change is only allowed for all sectors booked in the same reservation evidenced by the Itinerary.

## 6.5. CANCELLATION OF RESERVATION BY PASSENGER

*Decree 22.§ (3), 25.§ and 26.§*

6.5.1. You may cancel your reservation up to the fourteenth (14th) day prior to the scheduled time of departure of your Flight. You will be entitled to a refund of the Total Fare after deduction of the Cancellation Fee. If you cancel your reservation within fourteen (14) days prior to the scheduled time of departure of your Flight, you will be refunded the amount of the Total Fare after deduction of the Fee for Other Services and the Seat Protection Fee.

6.5.2 In case of death of an immediate family member (mother, father, sister, brother, grandparent, child, grandchild, wife, husband, common law partner) occurred within a month before the scheduled time of departure of the flight in your Itinerary, upon request presented within 1 month of such death, we will pay you a refund of the Total Fare for that part of the carriage that was not used provided that you present a copy of the death certificate within 7 days after your request.

6.5.3 In case Wizz Air changes the route or scheduled flight times included in your Itinerary in accordance with paragraph 15.1, omits the Agreed Stopping Place or adds a new stopping place, you may cancel the Contract and you are entitled to a refund of the Total Fare.

## **ARTICLE 7 – TOTAL FARE, FARE, TAXES, CHARGES AND FEES FOR OTHER SERVICES**

### 7.1 TOTAL FARE, FARE

7.1.1. Unless expressly stated otherwise by Wizz Air, the Total Fare includes the Fare, taxes, charges and the Fees for Other Services. Information about the components of the Total Fare and their respective amounts will be provided to you during the reservation process on the Website, from the Call Centre or the travel agent, depending on how you make the reservation.

7.1.2. Unless otherwise expressly stated, the Fare contains only the fare of carriage from the Place of Departure to the Place of Destination and the relating taxes and charges. The Fare does not include ground transportation service between airport terminals or between airport and city terminals and Fees for Other Services requested by you.

7.1.3. The amount of the Fare is calculated in accordance with the amounts effective on the day of reservation with respect to the given carriage as indicated on the Website. The Fare shall not be influenced by the change of these amounts between the date of reservation and the date of commencement of travel (except as set out in paragraphs 6.4. and 7.2.2).

7.1.4. Generally the earlier you book, the lower fare you will get; however we reserve the right to introduce promotional prices between the date of your reservation and that of your travel (such promotion may affect the route for which you have a reservation made prior to the start date of such promotion). The introduction of promotional prices will not entitle you to claim the difference between the Total Fare paid by you for your reservation and the promotional Total Fare.

## 7.2 TAXES, FEES AND CHARGES FOR OTHER SERVICES

7.2.1 The Fare generally includes taxes, fees and charges imposed by governments, other authorities or by airport operators or Wizz Air and the lowest amount of unavoidable Fees for Other Services that are necessary for making the reservation at the levels effective at the time of reservation (purchase). These costs will normally be shown separately on your Itinerary within the Fare. You will also receive information about these amounts during the reservation process. The airport charge included in the Fare is the consideration for the services provided by the operator of the airport to You.

7.2.2 Wizz Air reserves the right, and by accepting these General Conditions of Carriage you agree that Wizz Air require payment from you of any new or increased amount of taxes, charges or fees (including Fees for Other Services) relevant to your travel imposed by governments, other authorities or by airport operators between the date of issue of the Itinerary and that of your travel, with retroactive effect, as the case may be. If you do not pay these amounts Wizz Air is entitled to refuse the carriage of Passengers booked in the relevant reservation in accordance with Article 12.

7.2.3 Some services can be purchased by the Passenger after reservation but in any case before the Flight via internet or at the airport, as the service may be. In these cases the fees of such services shall be the Fee for Other Services applicable at the date of the purchasing, which are available on our Website or from our Call Centre.

## 7.3 CURRENCY

The Fare, taxes, fees, charges and Fees for Other Services will be determined and shall be paid in the currency of the Place of Departure, unless we indicate another currency at or before the time of payment (e.g. because of the non-convertibility of the local currency). The invoice will be issued in the currency of the payment.

## 7.4 PAYMENT

### 7.4.1 GENERAL

7.4.1.1 Payment of the Total Fare shall be made with debit or credit card upon reservation or with money transfer for journeys originating in certain countries (see paragraph 6.1.2). In some exceptional cases - of which you will be notified upon reservation - you will be required to pay taxes, fees and charges separately, upon request (some airports may require payment at the airport).

7.4.1.2 If the taxes, charges and Fees for Other Services were charged erroneously, you or the Person Paying for the Carriage shall pay the difference or will be entitled to a refund. The refund shall be claimed by you or the Person Paying for your Carriage exclusively from the issuer of the Itinerary.

7.4.1.3 The Passenger is liable for the payment of the Total Fare even if the Total Fare was paid by a third party. The card used for payment or the payment by bank transfer and/or the reservation details may be considered by Wizz Air at its own discretion to indicate a high risk of fraud. In such a case we will contact you and/or the Person Paying for the Carriage through the telephone numbers provided in your reservation for verification of reservation and payment details. If we are unable to make contact through those numbers, or you cannot verify the payment or reservation data, we reserve the right to cancel your reservation and refund the Total Fare.

### 7.4.1.4

You agree that Wizz Air will provide you with an electronic invoice relating to the Total Fare and you expressly consent to the provision of such an electronic invoice. Electronic invoices will be dispatched by electronic means only to the email address provided by you upon reservation.

Electronic invoices are issued in compliance with relevant Hungarian legal regulations (in particular clause 167 of the Hungarian Act No. C of 2000 on Accounting).

Additionally, a paper copy of the electronic invoice may be requested through the Call Centre for a fee, the amount of which is available on the Website or from our Call Centre. Such paper copy of the invoice will be sent by post to the address provided by you to the Call Centre. You may request a modified invoice containing different invoicing details than those provided upon reservation for which we reserve the right to charge a fee.

7.4.1.5 Payment of the Total Fare shall be made in the currency in which the Fare has been determined, unless agreed otherwise.

#### 7.4.2 PAYMENT IN CASE OF ONLINE RESERVATION

You or the Person Paying for your Carriage shall pay the Total Fare with a bank card suitable for internet payment when making the reservation online or by bank transfer (if possible) within the time period defined for payments by bank transfer.

#### 7.4.3 PAYMENT IF RESERVATION MADE BY OUR CALL CENTRE

Should you make a reservation through our Call Centre, you will be required to provide your bank card details to the Call Centre agent, who will arrange payment upon reservation. Payment of the Total Fare will be made upon reservation. In certain cases you may pay by bank transfer, details of which are available on our Website and Call Centre (see paragraph 6.1.2). For Call Centre fees applicable to reservations made through the Call Centre please consult our Website or call our Call Centre.

#### 7.4.4 PAYMENT IF RESERVATION MADE BY A TRAVEL AGENT

Should your reservation be made by a travel agency, the agency will arrange payment towards us. You shall pay the travel agency as required by it. It is the responsibility of the travel agency to inform you about our General Conditions of Carriage and to provide you with the Itinerary. The Contract for Carriage by air is concluded between you and us. If you are entitled to a refund in accordance with these General Conditions of Carriage you shall send your claim to Wizz Air in writing. The refund will be handled in accordance with these General Conditions of Carriage. For our contact information consult our Website or call our Call Centre.

#### 7.4.5. PAYMENT BY BANK TRASFER

In case of bank transfer all costs associated with the bank transfer payments must be borne by you. The transferred amount shall cover the full and exact amount of the Total Fare and shall be received by Wizz Air within the timeframe defined on our Website, otherwise the reservation is not valid and will be cancelled.

In case of payment by bank transfer the time period for making reservations is limited.

In case you do not receive confirmation of your reservation within 5 days from the date of making the reservation to the email address provided at the time of your reservation, it is your responsibility to contact the Call Centre to verify the receipt of your payment.

Wizz Air transfers back all non-identified payments to the originating bank account. All costs associated with such bank transfer shall be borne by you or the Person Paying for the Carriage.

## **ARTICLE 8 - DATA PROTECTION**

8.1. In connection with your personal data Wizz Air acts in accordance with the applicable data protection laws. You can read our Privacy Policy on our Website or you will be provided detailed information about it from our Call Centre upon your request.

8.2. By accepting these General Conditions for Carriage you accept the Privacy Policy.

## **ARTICLE 9 - CHECK IN AND BOARDING**

### *Decree 9.§ and 10.§*

9.1 Check-in starts 2 hours and closes usually 40 minutes before departure according to the Schedule at the airport of the Place of Departure. At certain airports, details of which may be obtained on our Website or from our Call Centre, check-in closes 60 minutes before departure according to the Schedule on our Website or from our Call Centre. Should you fail to (a) complete check-in procedures by the Check-in Deadline, or (b) show up at check-in or at the boarding gate in due time for any reason, we will cancel your reservation, deny your boarding and refund the amount of the Total Fare after deducting the amounts of the Fee For Other Services and the Seat Protection Fee. We suggest you purchase insurance to cover losses incurred by you being prevented from travel or from reaching the airport by the applicable Check-in Deadline for any reasons.

9.2 You shall prove your identity, present your reservation code and valid Travel Documents as required under Article 11 upon check-in. Should you fail to do so, we will refuse your carriage and refund the amount of the Total Fare after deducting the amounts of the Fee For Other Services and the Seat Protection Fee.

9.3 At some airports a photo may be taken at check-in of the Passenger for security reasons.

9.4 If your Itinerary is issued for two or more segments per one way, upon arrival at each transfer airport you are required to enter the country (pass through customs clearance, border- and security control), pick up your Checked Baggage and check-in to your next flight according to the procedure and rules set out in the General Conditions of Carriage of Wizz Air.

9.5 Online check-in service is available on certain routes under the following conditions. Children under 14 years shall be accompanied and checked-in online by a Passenger above 16 years. In some countries the regulations regarding to the travel of minors may differ from the above and in this case those regulations apply. You can check in online from 7 days up to 3 hours before the Scheduled flight departure time on the Website. You shall print the online Boarding Pass and present it together with your valid Travel Documents at airport security and boarding gate. If the Passenger cannot present the Boarding Pass and/or the same travel documents used at online check-in at airport security and/or boarding gate, we may refuse the carriage. The Passenger who checked-in online shall be present at the boarding gate ready for boarding no later than 30 minutes before the Scheduled Departure Time of the flight. Passengers with Checked Baggage must present themselves together with their baggage at the baggage drop desk not later than 40 minutes before the Scheduled Departure Time of the flight. At some airports the check-in desks function as baggage drop desks as well. Once the Passenger has checked in online,

(i) no further changes can be made to the Passenger's name, flight date, flight time and the route;

(ii) extra services may be added online at the appropriate online service fee. If they are added at the airport, the full service fee applicable to airport purchase is payable. Information on the service fees is available on the Website, at the Call Centre or from your travel agent.

If you added the extra services after you had checked in online, you shall print the online Boarding Pass containing the extra services and present it together with your valid Travel Documents at airport security and boarding gate.

9.6 Notwithstanding the provisions of Article 9.5, if the Passenger utilising the online check-in service is not an EU/EEA citizen, he/she has to appear at the check-in desk at least 40 minutes prior to the Scheduled Departure Time, present his/her Travel Documents and have the Boarding Pass stamped there. Should the Passenger fail to present a stamped Boarding Pass at the boarding gate, we may refuse carriage.

9.7 Travelling on routes where online check-in service is available, you have to choose when making your reservation whether you will check-in online or at the airport. If you select airport check-in, we will charge a non-refundable handling fee, payable at the time of the reservation. If, at the time of reservation, you have selected online check-in, you may later decide to check in at the airport, but in such case you will be charged a handling fee, payable at the airport. The amounts of such airport check-in fees are available on our Website or from our Call Centre.

9.8 When travelling to certain Places of Destination you shall provide information about your Travel Documents online through our Website in order to comply with local security law, not later than 4 hours before the scheduled departure time. Should you fail to do so, we may refuse your carriage.

## **ARTICLE 10 - BORDER CONTROL, CUSTOMS CLEARANCE AND SECURITY CONTROL**

### *Decree 10.§*

10.1 All Passengers flying on our routes shall go through immigration or other security formalities. Should you fail to comply with such requirements, we will refuse your carriage, cancel your reservation and deny your boarding and refund the Total Fare after deducting the amounts of the Fee For Other Services and the Seat Protection Fee.

10.2 You shall submit yourself to the security checks carried out by governmental or airport authorities of the Countries Affected by Carriage, by the operator of the airport and by the carrier.

10.3 If the law of the States Affected by Carriage so requires, you shall be present at the inspection of your Baggage carried out by the customs authorities or other authority officials.

10.4 To the extent permitted by law, we disclaim all liability for damages arising from such inspections, your refusal to submit yourself or your Baggage to such inspections, or from your failure to comply with the requirements set out in any of paragraphs 10.1, 10.2 and 10.3.

## **ARTICLE 11 - TRAVEL DOCUMENTS**

### *Decree 10.§*

11.1 Prior to travel, you are required to present the necessary Travel Documents and to comply with the rules and regulations of the Countries Affected by Carriage. Wizz Air is not liable for the existence, propriety and validity of your Travel Documents. Should you fail to meet these requirements or should your Travel Documents be improper, we disclaim liability for any damages arising from this failure.

11.2 If you are required to hold a valid visa to enter the country of the transfer airport you must be holding one upon arrival. Should you fail to comply with this requirement, Wizz Air will not be liable for any damage resulting from such failure.

11.3 Should a visa be required for staying in the Place of Destination, but you are only transiting in that country and transit visa is not required you shall show evidence of your being in transit in that country. Should you fail to show evidence we will refuse your carriage, cancel your reservation and deny your boarding and refund the Total Fare after deducting the amounts of the Fee For Other Services and the Seat Protection Fee.

11.4 Should we be obliged to pay any fines, penalties or should any expenditure incur to us due to your failure to comply with the rules mentioned in paragraphs 11.1-11.3, you shall reimburse these costs to us upon our request. You shall also bear the costs of the transportation from the state that does not permit entry. We will not reimburse you the proportion of the Fare that relates to the carriage to the state not permitting your entry.

11.5 Except as provided in the Hungarian Civil Code (Act No. IV. of 1959) we are not responsible for refusing your carriage if we reasonably believe that the applicable law and regulations do not permit your carriage.

## **ARTICLE 12 - REFUSAL OF CARRIAGE**

### *Decree 25.§*

12.1 Beyond the cases defined in other articles of these General Conditions of Carriage, we reserve the right to refuse the carriage or further carriage of you and/or your Baggage if

- a) we reasonably believe that the refusal of the carriage is necessary for security reasons (e.g. you are intoxicated);
- b) we reasonably believe that the carriage may endanger the life, health, physical integrity and comfort of you and/or of those on board;
- c) we reasonably believe that your age, mental or physical state may endanger you and/or those on board or the property thereof;
- d) you, your behaviour or clothes frighten, disgust or scandalize those on board;
- e) you violated the code of conduct on a previous flight and we reasonably believe that you will repeat this behaviour;
- f) we have previously notified you in writing that we would not at any time carry you on our flights;
- g) we could have also refused your reservation;
- h) you refused to go through immigration and/or customs formalities;
- i) you refused to submit yourself or your Baggage to a security check;
- j) you have not paid the applicable Total Fare, taxes, charges, or Fees for Other Services;
- k) you owe us any money in respect of a previous flight;
- l) we reasonably believe that the refusal of the carriage is necessary to comply with the rules and regulations of any of the Countries Affected by Carriage;
- m) you do not hold a valid Boarding Pass or valid Travel Documents (including the destruction of such documents in the course of carriage) or cannot present the Travel Documents used at online check-in at boarding or if you are not EU/EEA citizen and used online check-in, you fail to present a Boarding Pass stamped at the check-in desk;
- n) you do not meet or we reasonably believe that you do not meet the entry requirements of the country of the Agreed Stopping Place or the Place of Destination (including failure to provide information about your Travel Documents not later than 4 hours prior to the scheduled departure time through our Website when travelling to Place of Destinations where it is compulsory);
- o) you attempt to enter a country through which you may only be in transit;
- p) you refuse to hand over your Travel Documents to us or to the authorities - against a certificate of receipt - when demanded;
- q) you cannot prove that you are the person named in the reservation; especially if the name in the reservation is not identical to the name in the Travel Document you provide at the airport.
- r) you failed to inform us about your special needs or about your intention to carry a special Baggage or items of conditional carriage;
- s) you need special support that we are unable to provide or would incur disproportionately high expenditure.

12.2 Should your behaviour constitute a misdemeanour or is likely to constitute a reasonable suspicion of crime, or you smoke on board, we shall initiate legal procedure with the proper authorities.

12.3 Should we, in the reasonable exercise of our discretion, refuse your carriage or remove you from the flight en route on the basis of this Article, we will refund the Total Fare after deducting the amounts of the Fee For Other Services and the Seat Protection Fee. We will not be liable for any consequential loss or damage incurred due to any such refusal of carriage or removal en route.

## **ARTICLE 13 – SPECIAL RULES APPLYING TO CARRIAGE BY AIR OF PASSENGERS**

*1107/2006/EC Regulation*

### 13.1 CARRIAGE OF PASSENGERS WITH SPECIAL NEEDS

13.1.1 Should you have any special needs, you must inform us in advance, upon reservation (see paragraph 6.2.).

13.1.2 A maximum of 28 disabled or incapacitated Passengers or Passengers with reduced mobility, including a maximum of 10 Passengers who require a wheelchair from check-in to the cabin seat, can be carried on board the same aircraft.

13.1.3 Pregnant women shall not travel on Wizz Air flights after the 34th week of pregnancy. Women who are over their 28th week of pregnancy can only travel on Wizz Air flights only on condition that they obtain a medical certificate approving their fitness to travel by air. Wizz Air will only be liable in accordance with these General Conditions of Carriage for any health problems to pregnant women and/or their unborn child that may occur during or as a result of carriage by air.

13.1.4 We do not accept Passengers on stretchers.

13.1.5 We accept for travel Passengers who would normally need of extra oxygen for medical reasons if they obtain a medical certificate confirming their fitness to travel by air without extra oxygen during the intended flight. Passengers who do not provide the required certificate at the check-in desk will not be allowed to travel. Passengers are not permitted to take their own extra oxygen on board our aircraft and Wizz Air does not provide oxygen on board in such cases.

### 13.2 CARRIAGE OF INFANTS AND PERSONS UNDER THE AGE OF 14

13.2.1 Infants under the age of 2 can travel in their parents' lap. Only one Infant is allowed to travel with an adult. A maximum of 18 Infants can be carried on board the same aircraft. The fees charged for carriage of Infants are available on our Website or from our Call Centre.

In case You reserve a return travel and the Infant becomes two years old before the date of the return travel, a separate reservation is needed for the return travel, for the child is not considered as an Infant any more.

13.2.2 We do not accept unaccompanied persons under the age of 14. Children under the age of 14 must be accompanied by a person at least 16 years old. One person above the age of 16 is allowed to accompany a maximum of 10 persons under the age of 14. In some countries the regulations regarding the travel of minors may differ from the above, in which case those regulations will be applicable.

### 13.3 CONDUCT ON BOARD

*Decree 9.§ (2)*

13.3.1 You have to comply with the instructions of the Crew at all times.

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

13.3.3 For safety reasons you are only allowed to consume alcoholic beverages purchased on board.

#### 13.3.4 Should you

- a) in the Crew's reasonable judgment, endanger with your behaviour security or safety of those on board and their property;
- b) abuse the Crew members verbally or physically or hinder them in carrying out their duties;
- c) fail to comply with the instructions of the Crew (including warnings on the consumption of alcohol, drugs, smoking and on the use of electronic equipment);
- d) cause discomfort or disgust, damage or injury to those on board;

we have the right to enforce any measures, including coercion, that is deemed necessary to prevent or to stop such behaviour, and you shall indemnify us for any damage or cost arising out of your behaviour. We reserve the right to enforce our claim in a lawsuit.

13.3.5 In other respects, the provisions of the Tokyo Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed on 14 September, 1963 and other governing laws will apply to all acts committed on board.

13.3.6 Smoking of any kind is prohibited on board our aircrafts. Failure to comply with this regulation may result in severe criminal penalties being brought against you and damages will be claimed against you by us.

#### 13.4 CATERING AND OTHER SERVICES

*Decree 9.§ (2), Convention Article 36.*

13.4.1 We offer drinks and light snacks for sale on our flights.

13.4.2 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. We disclaim liability for such services. In case of a journey to be performed by several carriers, Wizz Air shall only be liable (in accordance with these General Conditions of Carriage) for the segment of the journey performed by it.

13.4.3 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available on our Website or at our Call Centre.

### **ARTICLE 14 - BAGGAGE**

*Decree 11.§-21.§*

#### 14.1 TYPES OF BAGGAGE, FREE BAGGAGE ALLOWANCE

14.1.1 We will charge a handling fee for each piece of Checked Baggage. The amount of such fee is available on our Website or from our Call Centre.

14.1.2 For health and safety reasons the weight of Checked Baggage must not exceed 32 kilograms per piece. Wizz Air reserves the right to limit the number of the Checked Baggage per passengers. If such restrictions are in force, they are available on our Website or from our Call Centre. We reserve the right to refuse the carriage of the Checked Baggage above such limit as set out in this section 14.1 or regarding which the handling fee was not paid.

14.1.3 You may carry only one piece of Hand Baggage per passenger the weight of which does not exceed 10 kilograms and the size of which does not exceed 56x25x45 cm. These dimensions include wheels, handles and side pockets. We will charge a handling fee for each piece of Hand Baggage, if its size exceed 42x25x32 cm. In this latter case we carry your Hand Baggage free of charge. For details you shall consult our Website or call our Call Centre.



14.1.4 Besides the Hand Baggage you may take the following, small size Personal Properties on board without paying handling fee:

- a) coat or a blanket;
- b) a cellular phone;
- c) reading material for the flight;
- d) for children under the age of two: food for the flight;
- e) items bought in the airside departure lounge, after passing through the security check;
- f) a pair of crutches for the physically disabled;
- g) infant car seat for children under the age of two, if the Infant travels on a separate seat, and the car seat is equipped with a seat belt which can be safely fastened to the aircraft seat belt.

14.1.5 Some airports may have restrictions that only one hand baggage can be carried, and further Baggage or other items cannot be brought on board. In such cases the airport's regulations prevail.

14.1.6 Should your Hand Baggage not meet the requirements defined in this paragraph 14.1 (especially the restrictions regarding the quantity and the weight of the Hand Baggage), Wizz Air will carry the Baggage as Checked Baggage in consideration of the payment of the handling fee for Checked Baggage.

At certain airports the relevant fee may only be paid by using a credit or debit card. For the list of such airport you shall consult our Website or call our Call Center. The updated list of such airports is available on the Website. Should Wizz Air fail to update the list of such airports at the Website, it is liable for any damages arising from such failure as defined in these General Conditions of Carriage and the relevant regulations.

Should you fail to pay the fee, Wizz Air reserves the right to refuse the carriage of your Baggage. Wizz Air hereby excludes all liability for damages arising from such refusal.

14.1.7. You shall store your Hand Baggage and other items taken on board in a way that the aisles and emergency exits are left clear, in compliance with the instructions of the Crew.

14.1.8 Infant's prams and wheelchairs shall be checked in with other Baggage and will be carried free of charge, if the user of the equipments is travelling.

## 14.2 ACCEPTANCE OF BAGGAGE

14.2.1 When we accept your Baggage for carriage as Checked Baggage, we will issue a Baggage Identification Tag and a Baggage Claim Tag for each piece of Checked Baggage.

14.2.2 Your Checked Baggage will be carried on the same aircraft as you.

## 14.3 ITEMS EXCLUDED FROM CARRIAGE

14.3.1 The following items are excluded from carriage (these must not be placed in your Checked or Hand Baggage or taken with you as Personal Property):

- a) firearms, ammunition and explosives including weapons of hunting or sports purposes as defined by the law of any of the Countries Affected by Carriage listed in the Itinerary;
- b) any item or substance that looks like a firearm, ammunition or explosive;
- c) flammable substance (except: alcoholic beverages, hair spray, perfume, cologne);
- d) radioactive materials;
- e) condensed gas (except: CO<sub>2</sub> used for moving artificial limb; container of inflammable gas used for self-inflating lifejacket);
- f) poisonous or infectious substance;
- g) corrosives (except: mercury in thermometers, barometer, wheelchair battery);
- h) briefcases and security type attaché cases with built-in alarm devices, lithium batteries or pyrotechnical material;
- i) items and materials that endanger safety, property, life, health and bodily integrity of those on board;

- j) any material that is forbidden under the rules and regulations of the Countries Affected by Carriage;
  - k) any item that is not suitable for carriage because of its weight, size or any other characteristics;
  - l) remains of human body;
  - m) any items specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
- Should you attempt to take any of these items with you, we may deny carriage of your Baggage and/or You.

14.3.2 If the Checked Baggage contains any of the following items:

- a) cash, securities;
- b) jewellery, precious metal, precious and semi-precious stones;
- c) computer, camera, video camera, cellular phone and any other electronic or technical appliances and their accessories;
- d) official, business or private documents;
- e) travel or other identity documents;
- f) keys;
- g) liquid;
- h) medicine;
- i) perishable items.
- j) pieces of art and fine arts;
- k) items listed in paragraph 14.3.1.

we will not be responsible for any loss, destruction, delay of and damage to such items. Some airports may have further restrictions on carryable items. In such cases the airport's regulations prevail.

14.3.3 Your Hand Baggage or Personal Property must not contain antique firearms, swords, knives, scissors, blades, cutlery, darts, syringes and other sharp objects and any item which in our opinion could be used as a weapon.

14.3.4 Your Hand Baggage or Personal Property may only contain items not excluded from carriage and only in such quantity and packaging as determined by the effective laws and safety regulations from time to time

#### 14.4 ITEMS OF CONDITIONAL CARRIAGE

14.4.1 Should you wish to carry any of the items listed below, you are required to inform us about your intention at the time of reservation:

- a) fragile items,
- b) materials of unpleasant nature;
- c) guide dogs;
- d) dry cell non spillable battery operated wheelchair (only as Checked Baggage);
- e) other special items such as ski, snowboard, golf, diving and surf equipments, fishing outfit horns, antlers and trophies, bicycles, vaulting poles, musical instruments, etc.

You are required to inform us about your intention to carry any of the above items at the time of reservation, through our Call Centre. You are entitled to carry such items only with our consent. Should you wish to carry any special Baggage (other than normal Baggage) not listed hereabove, you shall contact our Call Centre for information on conditions of carriage.

14.4.2 Should you wish to carry any special item with you, you will be required to pay a special handling fee. For details you shall consult our Website or call our Call Centre.

14.4.3 Should you fail to report the carriage of the items mentioned in paragraph 14.4.1, we may deny the carriage of those and/or we will not be liable for any loss, destruction, delay of and damage to such items.

14.4.4. Wizz Air is not liable for damages to fragile items. Baggage containing fragile items may be carried as Checked Baggage only with Limited Release Tag.

#### 14.5 ANIMALS

We do not carry live animals on our flights, except for guide dogs travelling together with the Passenger in need, holding the documents set out in the regulations of the Countries Affected by Carriage and complying the conditions of such regulations provided that You informed us about your intention in accordance with section 14.4.1.

#### 14.6. RIGHT TO REFUSE CARRIAGE OF YOUR BAGGAGE

14.6.1 Notwithstanding to section 14.1, we will refuse carriage of items excluded from carriage in accordance with these General Conditions of Carriage, and items of conditional carriage the carriage of which has not been reported in advance in lines with paragraph 6.2.5 and those that were not accepted for carriage by us in advance.

14.6.2 We may refuse carriage of any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, packing, or for safety and security reasons and for the comfort of other Passengers.

#### 14.7 RIGHT OF SEARCH

If it can be reasonably assumed that you failed to comply with rules applicable to the contents or packaging of Baggage, for reasons of safety and security, we may request that you permit a scan and search of your person, and search 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 items set out in paragraphs 14.3 and 14.4. If you are unwilling to comply with such request, we may refuse to carry you and/or your Baggage. Should scan or search cause damage to your Baggage, we shall not be liable for such damage, to the extent permitted under the relevant legal provisions.

#### 14.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

*Decree 18.§ and 19.§*

14.8.1 Baggage is delivered at the airports via baggage delivery terminals and not personally. Wizz Air is not liable for Baggage after delivered to baggage delivery terminals. It is your responsibility to collect your Baggage at these terminals. We may control your Baggage Identification Tags and Baggage Claim Tags at all times. Unclaimed Baggage in Wizz Air's custody will only be handed over to a person who produces the Baggage Claim Tag matching the Baggage Identification Tag.

14.8.2. Subject to paragraph 14.2. you shall collect your Checked Baggage as soon as it is made available to you at your destination. Should you fail to collect it, we will store it for 60 days and will charge a storage fee. Following that time period, we may sell or destroy your uncollected Baggage or other items of personal use. If we can identify you on the basis of your uncollected Baggage or item of personal use, we will notify you at the contact details you provided about the intention to dispose of the uncollected items and when such disposal has happened, and we shall have no further liability to you.

## **ARTICLE 15 - AMENDMENT OF THE CONTRACT BY WIZZ AIR, CANCELLATIONS, DELAYS**

*Decree 22.§-24.§, Regulation Articles 5 to 9*

### 15.1 AMENDMENT OF THE CONTRACT BY WIZZ AIR

15.1.1 Before we accept your reservation, we will inform you of the scheduled flight time in effect as of that time, and it will be shown on your Itinerary. It is possible that we may need to change the scheduled flight time or route (including the Place of Departure or Place of Destination) subsequent to issuance of your Itinerary. We will contact you to inform you of any such change via an email or by telephone, at the email address or telephone number provided at the time of your reservation, not less than 7 days before the scheduled time of departure as indicated on your Itinerary. In case of a change of flight time or route, if you accept the changes in any form, the Contract between you and Wizz Air will be deemed amended accordingly. If the new flight times or route is not acceptable to you, you shall have the rights as set out in paragraph 15.1.2.

If you are not the owner of the email address or telephone number registered in your reservation, it is your responsibility to inquire at the owner of the email address or the regular user of the telephone number provided in your reservation about any change notifications.

15.1.2 If we notified you of any change in accordance with paragraph 15.1.1, upon contacting our Call Centre, you may choose from the following options:

(a) we re-book you on another flight operated by Wizz Air on the same or – if necessary – a comparable route, within 14 days before or 30 days after the scheduled date of departure of the cancelled flight, subject to availability of seats; or

(b) we cancel your reservation and credit the full value of your payment for the cancelled flight plus 20% of the fare paid for the cancelled flight and also for the return sector if applicable on your “customer account” with Wizz Air; or

(c) we cancel your reservation and refund the Total Fare paid for the cancelled flight and, if applicable, the return sector, in accordance with paragraph 15.4.4.

If you wish to change your choice, you may do so according to the general rules, and by paying the relevant fee.

### 15.2 DELAYS

15.2.1 When Wizz Air reasonably expects a flight to be delayed beyond its scheduled time of departure as indicated in the Itinerary (including changes under paragraph 15.1 hereof):

(a) for two hours or more in the case of flights of 1500 kilometres or less; or

(b) for three hours or more in the case of all flights within the European Union of more than 1500 kilometres and of all other flights between 1500 and 3500 kilometres; or

(c) for four hours or more in the case of all flights not falling under (a) or (b),

Wizz Air will offer:

(i) the assistance specified in paragraphs 15.5.1(a) and 15.5.2 below; and

(ii) when the reasonably expected day of departure is at least the day after the time of departure previously announced, the assistance specified in paragraphs 15.5.1(b) and (c); and

(iii) when the delay is at least five hours, the assistance specified in paragraph 16.2.1(a).

### 15.3. CANCELLATIONS

15.3.1 In case of cancellation of your flight, Passengers shall:

(a) be offered assistance by Wizz Air in accordance with paragraph 16.2.; and

(b) be offered assistance by Wizz Air in accordance with paragraphs 15.5.1(a) and 15.5.2 as well as, in event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in paragraphs 15.5.1(b) and (c); and

- (c) have the right to compensation by Wizz Air in accordance with paragraph 15.4, unless:
- (i) you were informed of the cancellation at least two weeks before the scheduled time of departure; or
  - (ii) you were informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than two hours before the scheduled time of departure and to reach your final destination less than four hours after the scheduled time of arrival; or
  - (iii) you are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination less than two hours after the scheduled time of arrival.

15.3.2 In case of the cancellation, we will provide explanation concerning possible alternative transportation.

15.3.3 Wizz Air is not liable for any loss or damage or compensation if we could not notify you in advance because you were not reachable on the telephone numbers provided in your reservation.

#### 15.4 RIGHT TO COMPENSATION

15.4.1 When applicable in the case of cancellation of a flight in accordance with paragraph 15.3, you will be entitled to receive compensation amounting to:

- (a) EUR 250 for all flights of 1500 kilometres or less;
- (b) EUR 400 for all flights within the European Union of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres;
- (c) EUR 600 for all flights not falling under (a) or (b).

In determining the distance, the basis shall be the last destination at which the cancellation or the denied boarding will delay your arrival after the scheduled time.

15.4.2. When you are offered re-routing to your final destination on an alternative flight pursuant to paragraph 16.2 the arrival time of which does not exceed the scheduled arrival time of the flight originally booked

- (a) by two hours, in respect of all flights of 1500 kilometres or less; or
- (b) by three hours, in respect of all flights within the European Union of more than 1500 kilometres and for all other flights between 1500 and 3500 kilometres; or
- (c) by four hours, in respect of all flights not falling under (a) or (b),

Wizz Air may reduce the compensation provided for in paragraph 15.4.1 by 50 %.

15.4.3. Wizz Air shall not be obliged to pay compensation, if it can prove that the cancellation is caused by Extraordinary Circumstances.

15.4.4. The compensation referred to in paragraphs 15.4.1 and 15.4.2. shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with your agreement, in travel vouchers and/or other services.

15.4.5. The distances given in paragraphs 15.2.1, 15.4.1 and 15.4.2 shall be measured by the great circle route method.

#### 15.5 RIGHT TO CARE

15.5.1 Where reference is made to this paragraph, Wizz Air shall offer to passengers free of charge:

- (a) meals and refreshments in a reasonable relation to the waiting time during the time period of the delay;
- (b) arranging hotel accommodation or to refund the costs of hotel accommodation in cases
  - where a stay of one or more nights becomes necessary, or
  - where a stay in the Place of Departure additional to that intended by the Passenger becomes necessary;

(c) arranging transport or to refund the costs of transport between the airport and place of accommodation specified in paragraph 15.5.1. (b) (hotel or other).

The Passenger shall only be entitled to claim the care under paragraph 15.5.1. (a) during the waiting period caused by the delay.

Wizz Air shall refund costs for assistance specified in paragraphs 15.5.1. b) and c) to the Passenger affected by the delay or cancellation up to a reasonable amount, as supported by invoice(s).

15.5.2 In addition, Passengers shall be offered two telephone calls, telex or fax messages, or e-mails or the refund of the costs of such communications.

15.5.3. We will not provide the service specified in paragraph 15.5.1. if it would cause further delay of the flight.

#### 15.6. CONNECTIONS

Wizz Air does not operate Connecting Flights. You are liable for any other flight you or your baggage may miss.

#### 15.7 ALTERNATIVE CARRIAGE

15.7.1. Wizz Air may carry you by an alternative means of carriage than carriage by air in case defined in paragraph 16.2.1.

15.7.2 If you agreed to an alternative carriage (as set out by paragraphs 16.2.1. b) and c)) in an express or implied manner, you shall not be entitled to a refund of the Fare.

#### 15.8 DIVERSIONS

15.8.1 If we are unable to depart from the Place of Departure or to land at the Place of Destination or at the Agreed Stopping Place, and the aircraft is diverted to another airport (hereinafter referred to as "diversion"), unless it continues to the original destination, we will arrange transportation for you to the original destination as set out in your Itinerary, either by our own services or by any other means of transportation, and we have no other liability to you.

#### 15.9 ENFORCEMENT OF YOUR RIGHTS

Should we fail to comply with the foregoing paragraphs of the present Article, you are entitled to submit a claim to the National Consumer Protection Authority or to its regional inspectorates.

#### 15.10 RIGHT TO INFORMATION

In the case we deny your boarding (other than for justified reasons set out herein) or cancel your flight we will provide you (at the airport) with written information setting out the rules for compensation and assistance. If you are affected by a delay of at least two hours we will also provide you with relevant written information. The contact details of the national designated body referred to in the Regulation shall also be made available to you.

#### 15.11 EXTRAORDINARY CIRCUMSTANCES

Except as otherwise provided in the foregoing paragraphs of Article 15, we shall not have further liability for any amendments of the Contract due to Extraordinary Circumstances. To the extent permitted by the relevant laws and these General Conditions of Carriage, we disclaim liability for any damage or loss caused by Extraordinary Circumstances.

### **ARTICLE 16 – REFUND, RE-ROUTING**

#### 16.1 GENERAL

16.1.1 Except as explicitly provided in these General Conditions of Carriage, all our Fares, taxes, charges and Fees for Other Services are non-refundable.

16.1.2 Refunds will be paid exclusively to you or to the Person Paying for your Carriage. In case of your death or that of the Person Paying for the Carriage, we shall pay the refund to the immediate family of yours or hers/his.

16.1.3 Generally the refund shall be paid in the currency in which the carriage was paid for. Should it be impossible, we will make the payment in Euro.

## 16.2

### REFUNDS AND RE-ROUTING FOR REASON OUTSIDE THE PASSENGER'S CONTROL

16.2.1 Where reference is made to this paragraph, Wizz Air shall offer you the choice between:

(a) - reimbursement within seven days, by the means provided for in paragraph 15.4.4, of the Total Fare at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan, together with, when relevant (i.e. in case of Connecting Flights),

- a return flight operated by Wizz Air or another low-cost airline to the first point of departure, at the earliest opportunity;

(b) re-routing to a flight operated by Wizz Air or another low-cost airline, to your final destination at the earliest opportunity; or

(c) re-routing to a flight operated by Wizz Air or another low-cost airline to your final destination at a later date at your convenience, subject to availability of seats.

Paragraph 16.2.1 shall be interpreted together with paragraph 15.7. hereof.

16.2.2 When, in the case where a town, city or region is served by several airports, we offer you a flight to an airport alternative to that for which the booking was made, we will bear the cost of transferring you from that alternative airport either to that for which the booking was made, or to another close-by destination agreed with you.

## **ARTICLE 17 - LIABILITY**

*Convention Articles 17, 19, 20, 21, 22 and 31*

### 17.1 GENERAL

17.1.1 Our liability is determined by these General Conditions of Carriage and by the Governing Law.

17.1.2 The amount of damages will be determined in accordance with the Convention, and our liability shall not exceed the amount of proven damages, we shall be liable for sufficiently proven damages only.

17.1.3 If Wizz Air proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, Wizz Air shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When by reason of death or injury of a Passenger compensation is claimed by a person other than the Passenger, Wizz Air shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that Passenger. This provision applies to all the liability provisions applicable to Wizz Air towards the Passenger.

17.1.4 We are not liable for any damage caused by you or by your Baggage. You shall be responsible for any such damage caused to other persons or to other persons' (including our) property.

17.1.5 The contract of carriage, including these General Conditions of Carriage and exclusions and limits of liability applies to our employees, servants and agents to the same extent as they apply to us. The total amount recoverable from us and from such persons shall not exceed the amount of our own liability, if any defined in these General Conditions of Carriage.

17.1.6. Wizz Air is not liable for loss of profits, indirect or consequential damages. The limitations of liability of these General Conditions of Carriage are accepted by the Passenger in consideration of the amount paid for Wizz Air's services.

## 17.2 LIABILITY FOR BAGGAGE

17.2.1 We are liable for damage sustained in case of destruction and loss of or of damage to Checked Baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of Wizz Air.

17.2.2 We are liable for damage occasioned by delay in the carriage by air of Baggage. Nevertheless, we are not liable for damage occasioned by delay if we, our servants or agents took all measures that could reasonably be required to avoid the damage or if it was impossible for us or them to take such measures.

17.2.3 We will not be liable for damage sustained in case of destruction or loss of, or of damage to, Checked Baggage to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage. In the case of Unchecked Baggage, including personal items, we will only be liable if the damage resulted from our fault or that of our servants or agents. We are not liable for damage to, loss, destruction and delay of any items excluded from carriage and of any Baggage accepted for carriage with a Limited Release Tag, and of items of conditional carriage the carriage of which was not reported to us upon reservation or was not accepted by for carriage us.

17.2.4 We exclude liability for minor damage to the exterior of your Baggage (such as scratches, soils, staining, dents, etc) that may result from normal wear and tear.

17.2.5 In the carriage of Baggage (including Checked Baggage, Unchecked Baggage and Personal Property), our liability is limited to 1131 SDRs for each Passenger unless the Passenger has made, at the time when the Checked Baggage was handed over to us, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case we will be liable to pay a sum not exceeding the declared sum, unless we can prove that the sum is greater than the Passenger's actual interest in delivery at destination.

## 17.3 LIABILITY FOR DEATH, INJURY AND DELAY OF THE PASSENGER CAUSED BY ACCIDENT

17.3.1 In the event of an accident our liability for death or injury of Passengers is subject to limitations as set out in these General Conditions of Carriage. We have strict liability up to 113,100 SDRs save in cases set out in paragraph 17.1.3.

17.3.2 For claims in excess of this limit in the case of death or injury of Passengers, we may be exonerated if we can prove that (i) such damage was not due to our negligence or other wrongful act or omission or that of our servants or agents or that (ii) such damage was solely due to the negligence or other wrongful act or omission of a third party.

17.3.3 We will not later than 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 are not returnable unless Wizz Air subsequently proves that:

a) damage was caused by or contributed to by the negligence of the injured or deceased Passenger;



b) the person who received the advance payment was not the person entitled to compensation or the damage was caused by or contributed to by that person.

17.3.4 In the case of damage caused by delay in the carriage of Passengers, our liability for each Passenger is limited to 4694 SDRs.

## **ARTICLE 18 - TIMELY NOTICE OF COMPLAINTS, TIME LIMITATION ON ACTIONS**

*Decree 28.§*

### **18.1 BAGGAGE CLAIMS**

18.1.1 Acceptance of the Baggage without complaint made before leaving the transit area and without completion of the Property Irregularity Report (PIR), is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the Contract of Carriage.

18.1.2 If your Baggage does not arrive with the flight carrying you, you have to make an immediate report and complete the PIR upon your arrival, before leaving the transit area. Should you fail to meet this requirement, we will not be liable for the destruction, loss, delay of or damage to your Baggage.

18.1.3 If your Checked Baggage is damaged or pilfered, you have to make an immediate report and complete the PIR upon your arrival, before leaving the transit area. Should it be impossible to recognise the damage or pilferage upon arrival, you have to make a report at the airport within 7 days after your arrival.

18.1.4 If your Checked Baggage does not arrive with the flight carrying you, and you receive it damaged or pilfered, you have to make a report on damage or pilferage in writing within 21 days after the Baggage has been placed at your disposal. If we admit the loss of your Checked Baggage, or if your Checked Baggage has not arrived at the expiration of 21 days after the date on which it ought to have arrived, you are entitled to enforce your rights which arise from the Contract of Carriage.

18.1.5 Should any damage occur to your Unchecked Baggage or Personal Property, you shall make a report on board the aircraft. Should you fail to comply with this requirement we will not be liable for any damages to your Unchecked Baggage.

18.1.6 Should any damage occur to your Baggage during the carriage by air by us, you shall arrange for your Baggage to be repaired, obtain and send us the receipts. Should your Baggage be damaged beyond repair you shall obtain a written confirmation from the repair shop, including indication of the brand, type and value of your Baggage.

18.1.7 Every claim must be submitted in writing.

18.1.8 All claims shall be sent to us with the PIR and all the documents proving your loss attached - within 1 month after arrival at the Place of Destination.

18.1.9 If no claim is submitted within the times aforesaid, no action shall lie against us.

### **18.2 COMPLAINTS**

Complaints relating to the carriage by air (other than baggage claims) must be made in writing as soon as possible, after arrival of the flight in connection with which you would like to complain, but not later than within 2 months from discovering the circumstances giving rise to the complaint. You are liable for any loss or damage arising from the delay in making your complaint. Wizz Air will assess the complaint according to the General Conditions of Carriage effective on the day of the Contract.

### **18.3 LIMITATION OF ACTIONS**

Any right to damages shall be extinguished if an action is not brought within a period of 2 years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from 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 19 - CHARTER REGULATION**

### *Decree 3.§ (3)*

With respect to charter flights, the provisions of these General Conditions of Carriage shall apply with the following differences:

19.1 The following conditions apply for the carriage provided by us:

- a) the Conditions of Contract and other notices set out in your Itinerary and about which you will be notified orally in case of reservation made by our Call Centre
- b) these General Conditions of Carriage;
- c) the Convention;
- d) the Governing Law;
- e) the Charter Agreement.

19.2 It is the responsibility of your travel agent to inform you about the conditions applicable to your carriage set out in the Charter Agreement. The travel agent will be liable for all damages incurred by the travel agent's failure to inform you accordingly.

19.3 Your reservation is made by your travel agent who shall provide you with the reservation code.

19.4 Change of route is not permitted. Rules for time change, transferability and cancellation (also due to death of an immediate family member) of your reservation are defined by your travel agency according to the Charter Agreement concluded with Wizz Air.

19.5 You or the Person Paying For The Carriage are required to inform your travel agency about your physical disability, reduced mobility, serious or contagious disease, and any other condition requiring medical care, upon reservation. In case Passenger's pregnancy is after the 28th week at the time of either of the outbound or inbound journey, this must be reported to the travel agency on the day of reservation and you must submit your medical certificate to the travel agency. It is the responsibility of your travel agent to provide us with the information given by you and to submit your medical certificate to us. Should the travel agency fail to comply with the above requirements the travel agency will be responsible for damages incurred due to the refusal of your carriage.

19.6 Should you wish to carry special Baggage or items of conditional carriage, you shall inform your travel agent. It is the responsibility of your travel agent to submit your request to us (see paragraph 14.4). Should the travel agency fail to comply with the above requirements the travel agency will be responsible for damages incurred by the travel agent's failure to inform us.

19.7 Article 7 of these General Conditions of Carriage does not apply to charter carriage.

19.8 Claims and complaints (including Baggage claims and claims arising out of schedule change, delay, cancellation or diversion) must be submitted to your travel agent in writing. All time limitations indicated in Article 18 are applicable.

19.9 The travel agency chartering the flight shall bear all costs incurred due to reasons beyond our control.

19.10 Any costs arising from overbooking of flights shall be borne by the travel agency chartering the flight.

19.11 If you are entitled to a refund, we will pay it to your travel agency, therefore you shall submit your claim to them.

## **ARTICLE 20 - INTERPRETATION**

20.1 In case of doubt the Hungarian version of these General Conditions of Carriage must prevail.

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

20.3. Should the person making the reservation be other than the Passenger, or he/she makes the reservation on behalf of other Passengers as well, we assume that during the reservation process he/she makes his statements, gives his/her consent on behalf of all (other) Passengers booked under the same reservation and he/she is authorized to make statements and grant consents on behalf of the Passenger(s) mentioned above.