

TERMS AND CONDITIONS

1.1 General information

The general terms and conditions of the transport operator, Sunair "The Carrier", shall apply as the basic contractual conditions (General Terms and Conditions). These include in particular the regulations in the event of damage or liability claims and are accepted at booking. In addition, the regulations in this document apply to all bookings. If the passenger or the person who wishes to conclude the contract of carriage for the passenger objects to these GTC or demands the validity of his own GTC, a contract of carriage shall not be concluded. The Carrier shall be entitled to transfer the performance of the contractually agreed transport services in whole or in part to an executing air carrier as vicarious agent.

1.2 Superior law

In addition, to these General Terms and Conditions shall apply. Mandatory legal regulations take precedence over the tariffs and these General Terms and Conditions. In the event that a provision of these General Terms and Conditions is invalid under the applicable law, the remaining provisions of these General Terms and Conditions shall nevertheless remain valid.

1.3 Charter flights

The charter agreements concluded by travel agencies or tour operators are also concluded under these General Terms and Conditions. Therefore, if the package is sold over other operators the same terms are valid as stated below plus the operator is obliged to inform all guests about the valid terms.

Article 02: Tickets

2.1 General

Due to the relevant statutory provisions, the operating air carrier may only carry the passenger named in the ticket and on the boarding card. The passenger must therefore at all times be able to present the documents required for identification (valid passport or identity card). The ticket is non-transferable without exception. Depending on the fare booked, the contractual airline may allow a transfer to another person (so-called "name change") for a fee. The fee is CHF 50.00 per change.

2.2 Period of validity

Tickets are only valid on the flight selected on the booking. Rebooking changes will be approved for a fee, subject to availability and time on the flight. If you wish to change your carriage, you must contact us in advance. The fare for your new carriage will be calculated and you will be given the option to accept the new fare or maintain your original carriage as per ticket. If you are forced to change your carriage due to force majeure, you must contact us as soon as possible.

Any booking will be cancelled regardless of the fare selected, unless the passenger shows up for check-in at the latest check-in time or, after check-in, arrives at the gate at the latest boarding time. Such a cancellation will be made without any claim for rebooking or refund. You will not be entitled to carriage if you present a ticket which has been damaged or altered other than by us or our authorised representatives.

Article 03: Fares, Charges, Taxes

3.1 Prices

Fares apply only to carriage from the actual place of departure to the destination, unless otherwise expressly agreed. Air fares do not include the remuneration of ground transport services between airports or between airports and city terminals. The fare is calculated in accordance with the published fares valid on the day of payment of the ticket for the selected itinerary on a specific date. Subsequent changes to the itinerary or the date of travel may be excluded depending on the fare chosen or may be subject to the payment of an additional charge.

3.2 Taxes, duties and charges

Applicable taxes, charges and surcharges levied by government or other authorities or by airport operators or other undertakings shall be borne by the passenger. Such taxes, if need to be paid extra, shall be shown separately when the ticket is purchased.

Taxes, fees and surcharges are subject to change and may be increased after the ticket has been issued and may be recalculated at any time prior to travel.

The taxes, duties and charges levied on air travel are subject to change and may not apply until the ticket has been issued. If any tax, duty or charge listed on the ticket increases, you must pay that increase. The same applies if a new tax, charge or fee is levied after your ticket has been issued.

The Carrier shall be entitled to charge the fees stated in the Tariff Sheet and the Schedule of Fees for bookings and other possible services in addition to the fare.

3.3 Currency

Prices, taxes, duties and charges shall be payable in the currency of the country in which the ticket is issued, unless we or our Authorized Agent accept another currency before or during payment (for example, if the local currency cannot be converted).

3.4 Charge for credit card payment (Optional Payment Charge)

If you use a credit card as a means of payment, we will charge a surcharge on the package price, unless this is prohibited by law in the country in which the ticket is sold. You must therefore correctly select or identify the country in which the ticket is sold when making a reservation. If you select or specify a country in which the ticket was not sold, we will be entitled to request a surcharge, unless it is prohibited by law in that country to impose a surcharge on credit card payments.

3.5 Deadline for purchasing the Ticket

We reserve the right to cancel your reservation if you have not paid for your reservation by the relevant payment deadline.

3.6. Personal data

You acknowledge that we have received personal information about you for the purposes of making reservations, purchasing tickets and other services you have chosen, and facilitating immigration and entry formalities. You authorize us to store and use this information and to disclose it to our own offices, authorized agents, government agencies, other carriers, or to suppliers of these services.

We may also disclose your name and address to third parties if you have harmed or injured other passengers. Authorities in some countries require information about travel to and from these countries for security reasons and to control immigration formalities. You authorize us to transmit so-called API data (API: Advanced Passenger Information) to domestic and foreign authorities. API data is data that can be seen in the travel document (passport, ID, visa).

Article 04: Booking procedure

4.1 No seat reservation

For operational reasons, the reservation of certain seats in the aircraft cannot be guaranteed. The operating air carrier and the cabin crew are entitled at any time, including during the flight, to assign the passenger a seat other than that indicated on the boarding card or reserved in advance by the passenger. This may be necessary for operational, safety or other reasons.

4.2 Ski bags

The carrier allows 10 ski bags per flight and ski bags can be pre-booked at time of booking. If not ski bags are unavailable to book then the capacity for ski bags is sold-out. In this case, please reserve your skis in a rental store at the two resorts.

Article 05: Check-in and boarding

5.1 Check-In

The latest possible time for check-in depends on various factors such as the size and organisation of the airport, the number of passengers, the security checks and so on. In Altenrhein the latest check-in time is 45 minutes, in London City 60-90 minutes before the scheduled departure time. If the passenger fails to comply with these times, we are allowed to cancel the booking and deny the carriage. There is no right to reschedule the flight or find a suitable alternative. You need to book an individual flight to Switzerland or back to London.

There is no online check-in available. Check-in is only available on the airport with valid ID documents and the booking confirmation.

5.2 Boarding

At check-in, the latest boarding time is announced, usually 30 minutes before the scheduled departure time. At this time at the latest, the passenger must arrive at the appropriate gate. If the passenger does not comply with these times, the booking may be cancelled and carriage denied.

5.3 Liability

Neither the contracting carrier nor the operating carrier shall be liable for any damage suffered by the passenger as a result of failure to comply with the above obligations.

Article 06: Refusal of carriage and restrictions

6.1 Right of refusal

The contractual or operating air carrier may refuse carriage to the passenger or his/her baggage if one of the following circumstances occurs or there are reasonable grounds for suspecting that one of the following circumstances may occur:

- (a) Compliance with national or international regulations precludes carriage.
- (b) The carriage adversely affects, endangers or threatens the safety, comfort or health of other passengers or crew.
- (c) The passenger has not subjected himself or herself or his or her baggage to security screening;
- (d) The physical or mental condition of the passenger (including impairment by drugs, alcohol, medication or illness) may or could pose a threat to the safety, comfort or health of other passengers or the crew.
- e) The air fare including surcharges, fees, taxes, levies and any subsequent portions thereof has not been paid in full prior to departure.
- (f) The passenger cannot prove that he or she is the person to whom the ticket was issued.
- g) The passenger does not observe safety, warning and other regulations.
- h) The travel documents carried by the passenger are obviously not valid for the departure, destination, transit and possible alternative destinations.
- i) The available ski bags slots are already sold and passenger do not have a valid reservation for ski bags.

6.2 Claims for refusal of carriage

If a passenger is excluded from carriage for any of the reasons referred to in paragraphs 5.1-3 or 6.1, or his seat reservation is cancelled for any of these reasons, he shall receive no refund of the airfare. In addition, neither the contracting carrier nor the operating carrier shall be liable for any damage whatsoever suffered by the passenger as a result of failure to comply with any obligation in connection with any provision of this clause 5.1-3 and 6.1 as a whole.

Article 07: Handling of baggage

7.1 Free and excess baggage

Baggage shall be carried free of charge to the maximum of 20kg per passenger, hand luggage 6kg. Baggage exceeding these limits constitutes excess baggage and may only be carried with the consent of the operating carrier. For the carriage of excess baggage, the surcharges on the fare published in the fare sheet must be paid before departure.

7.2 Items not accepted as baggage

The following items are not accepted as baggage in accordance with relevant national and international legislation:

- (a) Articles likely to endanger the safety of aircraft, persons or property on board. In particular, these are items which have been declared inadmissible by ICAO (International Civil Aviation Association) and IATA (International Air Transport Association);
- b) Objects whose transport is not permitted under the national or international laws of those states which are touched or may be touched in any way during the flight.
- c) Items which, in our opinion, are unsuitable for air transport because of their uncertainty, weight, size or shape, their inherent danger, fragility, perishability or any other nature affecting their ability to be transported.

(d) Items, which, in the opinion of the operating air carrier, are not packaged or are inadequately packaged. Information on accepted packaging materials and methods is available to passengers on request.

e) Weapons or ammunition. Weapons and ammunition for sports purposes shall be exempt from this, provided that they are carried as checked baggage in a secured condition, unloaded and packed in a secured manner. Transport of these items in unchecked baggage is not permitted under any circumstances.

f) Money, jewellery, valuables, precious metals, computers, expensive or sensitive electronic or optical equipment, medicines, precious metals, keys, securities, effects, documents, passports, identity papers, samples or other items of special value may not be transported as Checked Baggage. We expressly disclaim any liability for any loss or damage to the items described above.

7.3 Right to refuse carriage of baggage

The carriage of items as referred to in point 7.2 may be refused by the operating air carrier at any time, including during carriage already commenced. For operational or security reasons, the carriage of baggage may be postponed to a later flight. As a rule, however, the passenger's baggage is carried in the same aircraft as the passenger's baggage.

7.4 Checked Baggage

When the checked baggage is handed-over, the operating air carrier takes it into custody and issues a baggage tag for each piece of baggage. Each item of baggage must bear the passenger's name or other means of identification.

7.5 Hand Baggage - Unchecked Baggage

One extra small hand luggage per passenger is allowed on the flight 1 cabin bag not exceeding 45 cm x 36 cm x 20 cm with a maximum weight of 6kg. In any case, it must fit in the baggage compartments or be stowable under a seat. Otherwise it must be checked in.

Items that are not suitable for transport in the hold (e.g. musical instruments) can only be carried in the cabin if the operating airline has been informed of this at least 48 hours before the scheduled departure time and has explicitly given its consent.

7.6 Special luggage

There is a limited space for skis to be transported on the airplane. We have a limit of 10 bags per flight. Each bag may contain up to 2 pairs of skis or snowboards. Please refer to point 4.2.

7.7 Return of checked baggage

(a) Passengers shall be obliged to collect their baggage as soon as it has been made available for collection at the airport of destination or at the place where the flight is interrupted. If the baggage is not collected within a reasonable time, it shall be stored by the operating air carrier at the expense of the operating air carrier.

(b) Checked baggage shall be handed over to the holder of the baggage tag without verification that the holder of the baggage tag is the authorised recipient of the baggage to be delivered. The baggage shall be delivered to the destination indicated on the baggage tag.

(c) If the holder of the baggage tag accepts the baggage at the time of delivery without a written objection, it shall be presumed, unless the contrary is proved, that the baggage has been delivered in good condition and in accordance with the contract of carriage. A complaint about damaged baggage must be made immediately after the checked baggage has been accepted at the baggage counter in the arrivals hall by the rightful owner.

7.8 Animals

There are no animals allowed on this flight.

Article 08: Flight schedules, flight cancellations and delays

8.1 Timetables and changes to flights

The times indicated in flight schedules may change between the date of publication and the date of travel. These times are therefore not guaranteed and do not form part of the contract of carriage. The provisions of Regulation (EC) No 261/2004 remain unaffected. At the time of booking, the passenger is informed of the scheduled flight times; these are indicated on the flight schedule confirmation.

8.2 Cancellation and delay of flights

The Operator may, upon the captain of the aircraft and the Operator's operational supervisors' decision, divert or reasonably delay a flight without imposing any obligation or liability to the passenger.

Should a flight be cancelled, the passenger shall be entitled to the compensation provided for in Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of cancellation. These are settled through the carrier and claims must be made directly and in writing.

8.3. Present passengers

Any passengers who are not present at the relevant departure airport in due time for boarding and departure are cancelled for the flight and have no right for any compensation. These passengers need to book a new flight and transfer on their own costs. There is no refund or compensation paid from the Operator. The Operator is not paying any costs related to delayed passengers, extra weight of luggage, alternative transport arrangements or claims from the subject passengers.

Article 9: Refunds

9.1. General information

There are no refunds given on the indicated package. Refunds may only occur if the journey is cancelled in the valid cancellation period. For any cancellation a fee of CHF 50.00 per person is charged.

9.2. Cancellation terms

Up to 60 days prior to arrival: 50% of the total package price is charged for cancellations.

From 60-30 days prior to arrival: 75% of the total package price is charged for cancellations.

From 30 days to 0 days prior to arrival: 100% of the total package price is charged for cancellations.

9.3 Currency

All refunds and cancellations fees shall be subject to the laws, regulations and orders of the country in which the ticket was originally purchased and the country in which the refund is made.

Article 10: Conduct on board the aircraft

10.1 General information

The passenger must comply with the international safety regulations on board the aircraft, follow the instructions of the crew at all times and otherwise behave in such a way that:

a) The safety of the flight, other persons or objects on board are not endangered,

b) The crew is not hindered in the performance of their work

(c) No inconvenience, damage or injury is caused to other passengers or crew. Under international law, the commander of the flight shall exercise police authority on board and shall be authorised to take such action as he deems appropriate to prevent such conduct. The air carrier reserves the right to deny boarding to passengers who violate the rules of conduct on board and to hold them responsible under civil and criminal law for their misconduct on board.

10.2 Electronic equipment

For safety reasons, electronic devices such as tablets, mobile phones, laptops, portable sound devices, CD players, must be switched off or in flight mode during the flight. Devices small enough to fit in the seat pocket in front of the passenger may be used in flight mode during take-off and landing. Larger devices must be stowed in the baggage compartment or under the front seat. Electronic game consoles or transmitting devices including remote-controlled toys and walkie-talkies may not be operated on board without exception. The use of hearing aids and pacemakers is permitted.

10.3 Consumption of food and beverages brought on board

The consumption of beverages and food brought along is prohibited, except for non-alcoholic beverages, snacks and sweets, the containers of which can be placed in the seat bag in front of the passenger. Cold snacks and non and alcoholic drinks are served during the flight.

10.4 Smoking

Smoking on board and the airports is not permitted without exception.

Article 11: Travel documents and formalities

11.1. Travel Documents

The passenger is responsible for obtaining and storing the documents, transit documents, visas, confirmations concerning his/her health or any other documents or papers required by the regulations and laws of the countries affected by your journey, which are necessary for your entry, transit and exit. Upon request, the passenger is obliged to allow the air carrier to use such documents, papers, documents, visas, confirmations, etc., for the purpose of making a booking.

Passengers without valid travel documents will be refused carriage. Even within the Schengen area, a driving licence is not a valid travel document.

11.2 Refusal of entry

If the passenger is refused entry into the country, he/she must pay all resulting costs including penalties, fines, increased administrative charges, presentation costs, etc., even if they have been invoiced to the airline. The costs for any necessary return transport shall also be reimbursed by the passenger.

11.3 Customs inspection

The customs and tax treatment of the baggage, including supervision and presence at the necessary official acts, is the sole responsibility of the passenger.

Article 12: Arrangements for additional services

Other services are not included as standard in all tariff offers. Additional costs may therefore be incurred for these services. The conditions for the other services and the corresponding additional costs may change depending on the time.

Article 13: Liability for damages

The contractual air carrier or the operating air carrier shall be liable for any damage suffered by the passenger as a result of the performance of the contract of carriage in accordance with the relevant statutory provisions.

Article 14: Jurisdiction and applicable law

The contract of carriage concluded between Mountain Travel GmbH and the passenger shall be governed by Swiss law.

Unless otherwise provided for by law, the place of jurisdiction shall be the court of competent jurisdiction for Laax.

Mountain Travel GmbH

Phone: +41 81 927 70 99

E-mail: reservation@laax.com

Article 16: Transfer of Passenger Name Record (PNR) data

Since 25 May 2018, airlines operating flights from Switzerland to EU countries have had to transmit their passenger name record (PNR) to the competent authorities of these countries. The transfer of data is prescribed by Directive (EU) 2016/681 on the use of passenger name record (PNR) data to prevent, detect, investigate and prosecute terrorist offences and serious crime (www.eur-lex.europa.eu--- External link) and by the corresponding implementing legislation of the EU Member States and is carried out in accordance with the Swiss Federal Data Protection Act.

Passenger name records (PNR data) contain passenger information collected by airlines during reservation processing and check-in. These data records provide information on the travel details of each individual passenger and are stored in the booking and check-in systems of the airlines. Such records may contain a variety of information, such as travel dates, itineraries, ticket details, contact details, tour operator details, payment information, seat numbers and baggage details. A detailed list of the information can be found in Annex I of Directive (EU) 2016/681. This data is transmitted to the so-called PNR centres of the departure and destination countries in the EU. PNR units are authorised to analyse and process this data

in order to prevent, detect, investigate and prosecute serious crime or terrorist offences. They may also transfer PNR data to the competent authorities of their country, to the PNR units of the other EU Member States and to Europol.

Every passenger has the right to the protection of personal data and the right to access, rectify, erase or limit the processing and the right to damages and remedies. These legal claims are governed by the Federal Data Protection Act (Art. 15) and the Directive (EU) 2016/680 on the protection of individuals with regard to the processing of personal data by the competent authorities for the purpose of the prevention, investigation, detection or prosecution of criminal offences or the execution of sentences, as well as on the free movement of data and the repeal of Framework Decision 2008/977/JHA (www.eur-lex.europa.eu--- External Link) (Art. 12-17).

Issue of these Regulations 11/2019

DEFINITION OF TERMS

Article 01: What certain terms in these conditions mean

Please note the following when reading:

"We", "our", "ourselves" and "us" refers to the Mountain Travel GmbH as the provider of the Ultimate Ski Experience. "You", "your" and "yourself" refer to all persons, with the exception of the crew, who are carried or are to be carried in an aircraft on the basis of the ticket (see also definition of "passenger").

"Convention"

Denotes one of the following legal bases, depending on its applicability:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, concluded in Warsaw on 12 October 1929;
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and Additional Protocol No 2 of Montreal (1975);
- the Additional Convention of Guadalajara (1961);
- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, done at Montreal on 28 May 1999 (hereinafter referred to as the Montreal Convention)

"Severance"

The process by which the passenger notifies the airline in person, by telephone or online that he or she is using the service booked on a particular flight and, after identification and verification of entitlement to be carried, receives a boarding pass and, if he or she has checked baggage carried, a baggage redemption tag.

"Airline Code"

Is a code consisting of 2 symbols or 3 letters assigned to an air carrier.

"Contract of carriage"

The agreement between an air carrier or a tour operator on the one hand and a legal or natural person on the other to carry one or more passengers on a particular route by an air carrier.

"Passenger attestation"

Is a document or documents that we issue to passengers so that they can obtain a valid boarding pass at the airport on the day of travel. It contains the passenger's name, flight information and notes.

"Authorization for Carriage"

The right to be carried by an air carrier on a particular route. Without exception, the person named in the Ticket and Boarding Pass shall be entitled to this right in a non-transferable and non-transferable manner.

"Boarding"

The process of passengers boarding from the call at the gate until they take their seats in the aeroplane.

"Boarding Pass" (boarding card)

A document issued in the passenger's name at check-in and handed over to the passenger proving entitlement to carriage on the flight shown. A seat shall be assigned with the issuance of the boarding card, but the air carrier shall be entitled to change the allocation of the seat at any time.

"Booking"

The reservation by the passenger or a third party of a specific air transport service in terms of time, distance and passenger. The permissibility of changing this reservation (rebooking or cancellation) may be limited or inadmissible depending on the applicable fare.

"Check-In"

See Severance pay

"Ticket"

The document, in whatever form, drawn up by the air carrier or a third party authorised by it (e.g. tour operator), intended for the passenger and summarising the essential provisions of the contract of carriage. The part of the Ticket bearing the endorsement "Flight Coupon" or "good for passage", or in the case of the electronic Ticket the electronic coupon, is the document justifying the right to carriage. It indicates the individual places between which the Coupon entitles the holder to carriage. The Ticket shall be non-transferable without exception. Depending on the fare booked, the air carrier may allow a transfer to another person ("name change") for a fee.

"Passenger / Passenger"

Refers to all persons, with the exception of the crew, who are carried or are to be carried in an aircraft on the basis of the Ticket (see also definition of "you", "your" and "yourself").

"Flight number"

The short name, issued by an air carrier, of a flight to be operated, which may be changed at any time.

"Air fare"

Is the charge payable for the carriage of a passenger on a specified route and at a specified time in accordance with the applicable or selected fare, excluding taxes and charges (see point 3).

"Flight interruption"

is the planned interruption of transport at a point between the airport of departure and the airport of destination.

"Baggage"

Are the personal effects which the passenger carries with him/her during carriage. Unless otherwise specified, this term covers both checked and unchecked baggage (hand luggage).

"Checked Baggage"

Is baggage entrusted to the carrier by the passenger at check-in and for which a baggage tag has been issued.

"Free baggage allowance"

Is the passenger's baggage that is carried on the basis of the fare paid without a separate charge. Depending on the applicable fare and for security reasons, both Checked Baggage and Carry-on Baggage are subject to restrictions based on size, weight, quantity and content.

"Unchecked Baggage" (Hand Luggage)

Is the passenger's baggage with the exception of checked baggage, which is taken into the passenger compartment and is subject to restrictions on size, weight and contents for security reasons.

"Luggage tag"

Is a document issued at the time of check-in to identify hold baggage. It consists of the baggage tag attached to the baggage and the baggage redemption tag given to the passenger.

"Itinerary Receipt"

Is a document issued by the contracting air carrier or tour operator containing the name of the passenger and information on the planned carriage.

"Air carrier (also: air carrier)"

Is a company approved by the competent authority for the commercial carriage of passengers. If it has concluded the contract of carriage, it shall be called the contracting air carrier; if it provides the transport service, it shall be called the operating air carrier.

"MÜ"

Refers to the 1999 Montreal Convention for the Unification of Certain Rules for International Carriage by Air. **It regulates questions of liability for damage and is applicable to all carriage by Community and Swiss air carriers pursuant to Regulation 889/2002/EC and the Ordinance on Air Transport (SR 748.411).**

"Person with Reduced Mobility" (PRM)

A passenger whose mobility is reduced due to physical or mental impairment or age, and who therefore requires the assistance and adaptation of the services provided to all passengers to his or her needs.

"Conciliation body"

Is the Agency for Passenger and Passenger Rights, Flight Area, Linke Wienzeile 4/1, 1060 WIEN (www.apf.gv.at) 7

"Latest check-in"

Is the time determined by the operating carrier at which all check-in formalities must be completed and the passenger has received his boarding pass. As a rule, this time is 60 minutes before the scheduled departure time. The operating carrier has the right to exclude a passenger who arrives at the check-in counter after this time.

"Latest boarding" (Latest Boarding)

Is the time determined by the operating air carrier at which the passenger must arrive at the gate and be ready to board. This time shall normally be 30 minutes before the scheduled time of departure. The operating air carrier has the right to disqualify a passenger who arrives at the gate after that time.

"Tariff"

Is the charge announced by the air carrier for the carriage of a passenger and, where applicable, their baggage, under the same conditions.

"Ticket"

See ticket

"Unaccompanied Minor (UMNR)".

A minor passenger who uses or wishes to use a transport service without being accompanied by an authorised supervisor. According to the International Air Transport Association (IATA Recommended Practices 1753), UMNRs under 12 years of age are only carried if they are supervised from arrival at the point of departure to arrival at their destination by personnel of the airline or airport operator. This service will only be offered against prior notification to the operating carrier and payment of a fee.

"Agreed stopovers."

Are places, with the exception of the place of departure and the place of destination, which are designated as such in the contract of carriage or published in flight schedules.

"Terms of contract"

These are the provisions governing the content of the contract of carriage.

"Declaration of value"

The agreement made at the latest at check-in between the passenger and the operating air carrier to increase the limit of liability for destruction, loss, damage or delay of baggage in accordance with Article 22 of the Convention against payment of the amount provided for in the air carrier's fare. For insurance reasons, such an increase is only possible up to an amount of EUR 5,000.

"Force Majeure"

Refers to unusual and unforeseeable circumstances over which you have no control and the consequences of which could not have been prevented if all due precautions had been taken.

"Damage"

Means death, injury or any other physical injury to a passenger, loss, partial loss, theft or other damage caused by or in connection with carriage or other related services we have performed.

"Carrier" means"

The air transport operator in this case shall be Sunair. It is responsible for all services in connection with the flight and these are regulated in its General Terms and Conditions.

"Contract conditions"

Are the terms and conditions contained in your Ticket or provided with your Ticket or your Flight Schedule Confirmation, designated as such, and incorporating these Conditions of Carriage and those of the Carrier.