

# **EUROPEAN AIR CHARTER**

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

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## 1. Definitions

In these Conditions of Carriage, the following terms have the meanings set out below:

**Carrier / We / Us / Our** – European Air Charter, including its employees, agents and representatives.

**Operating Air Carrier** – the airline that physically operates the flight using its aircraft and crew.

**Lessee Carrier** – an airline that leases aircraft, crew, maintenance and insurance under an ACMI agreement and retains commercial control of the flight.

**Passenger / You / Your** – any person, except crew members, carried or to be carried in an aircraft pursuant to a Ticket.

**Ticket** – a valid electronic ticket, travel voucher, charter flight confirmation, or itinerary issued by the Carrier or the Tour Operator.

**Checked Baggage** – baggage accepted by the Carrier for transport in the aircraft hold and for which a baggage tag has been issued.

**Cabin Baggage** – baggage retained by the passenger in the cabin of the aircraft.

**Tour Operator** – a company organizing travel packages or charter flights and selling them to passengers.

**Check-in deadline** - the time limit specified by us by which you must have completed check-in formalities and received your boarding pass.

**Damage** - includes death, wounding or any other bodily injury to a Passenger, loss, partial loss, theft or other damage arising from or in connection with carriage by air

**Force Majeure** – extraordinary circumstances beyond the Carrier's control which could not have been avoided even if all reasonable measures had been taken.

**Passenger Name Record** - all travel information related to a passenger as recorded in the database of our computer reservation system, as collected during the booking and reservation process by the Tour Operator.

**Stopover** - a scheduled stop on your journey, at a point between the place of departure and the place of destination.

**PNL** – Passengers Name List

## 2. Applicability

### 2.1 Charter operations

Where flights are performed under a charter agreement with a Tour Operator, the Tour Operator acts as the contracting party for the passenger air transport service.

European Air Charter acts as the operating air carrier, responsible for performing the flight safely and in compliance with applicable aviation regulations.

Passenger rights established by EU legislation remain applicable where the carrier is the operating air carrier.

## **2.2 ACMI operations**

Where flights are operated under an ACMI (Aircraft, Crew, Maintenance and Insurance) agreement:

- the Lessee airline retains commercial control of the flight
- European Air Charter provides the aircraft, crew, maintenance and insurance
- European Air Charter retains operational responsibility and safety oversight

Tickets may be issued by the Lessee airline whose designator code appears on the ticket.

## **3. Tickets**

### **3.1 General rules for charter flights**

- European Air Charter has no reservation system and does not issue tickets for air transportation.
- The travel documents are issued by the Tour Operator, charterer of the specific flight.
- Passengers are accepted for air transportation only if they hold valid charter air ticket or voucher, and are listed in the PNL for the respective flight.
- Passengers shall be required to present valid identification documents before travel.
- European Air Charter has no direct contact with passengers and does not collect their personal contact details. Therefore in case of any changes in the flight schedule, passengers shall be informed by the Tour Operator, who issued the ticket/voucher for their travel.

### **3.2 General rules for ACMI flights**

- In case of ACMI flights, the commercial carrier (The Lessee) shall be responsible for all passengers related matter, including, but not limited to making reservations, issuing tickets, contact with passengers etc.

### **3.2 Period of validity**

- The validity of the charter ticket or voucher is subject to passenger's agreement with the Tour Operator, based on the agreed and confirmed flight schedule with European Air Charter.

- Tickets/Vouchers are valid only for the transportation shown on the itinerary.
- Flights must be used in the sequence shown on the ticket unless otherwise agreed by the Carrier.

## **4. Fares, Taxes and Fees**

### **4.1 Fares**

Fares apply only for air transportation between airports - from the airport at the point of origin to the airport at the point of destination

Taxes, charges and airport fees, imposed by governmental authorities or airport operators must be paid by the passenger.

The carrier reserves the right to collect additional charges if taxes or airport fees change after the ticket has been issued.

Additional charges may apply for optional services including, but not limited to:

- Excess baggage
- Sports equipment
- Seat reservation
- Carriage of animals
- Unaccompanied minors

## **5. Reservations**

### **5.1 General**

European Air Charter does not have a reservation system.

All the booking are made by the Tour Operator, charterer of the flight.

### **5.2 Personal data**

Passengers' personal data is collected and processed by the Tour Operator, then submitted to the Carrier for the purposes of making reservations, providing air transportation and other related services, facilitating immigration and border control procedures, and complying with applicable legal and regulatory requirements.

By providing such data, the passenger consents to its processing and transmission to our offices, authorized agents, service providers, other carriers involved in the passenger's journey, and relevant governmental authorities where necessary for these purposes.

The Carrier may disclose passenger's information to competent authorities or third parties where required by applicable laws or regulations, including cases where a passenger's conduct results in damage, injury, or disruption affecting other passengers, crew, or the carrier.

Passengers acknowledge that certain countries require air carriers to provide passenger travel information for security, border control, and immigration purposes. Accordingly, the Carrier may transmit Passenger Name Record (PNR) data and other travel-related information to the relevant authorities in accordance with applicable laws, State regulations and international agreements.

### **5.3 Passengers Name Record (PNR/API Data)**

Passenger Name Record (PNR) and Advanced Passenger Information (API) in air transport are the records, created by aircraft operators or their authorized agents for each journey, booked by or on behalf of any passenger.

The data is used by operators for their own commercial and operational purposes in providing air transportation services.

Many States have legal requirements for collecting PNR/API data for the purposes of investigation and prevention against terrorism and serious crime,

Carriers are required to transmit PNR/API data to the respective State Authority, in compliance with the legally approved means and channels of each concerned State.

### **5.4 Seating**

Seating requests will be accommodated where possible but cannot be guaranteed.

The carrier reserves the right to reassign seats for safety, security or operational reasons.

## **6. Check-in and Boarding**

### **6.1 General**

No on-line check-in is available for European Air Charter flights.

Passengers must comply with check-in deadlines established for each airport.

Failure to comply with check-in deadlines may result in cancellation of their reservation or denied boarding.

Passengers must arrive at the boarding gate within the time specified by the Carrier.

The Carrier shall not be liable to any passenger for any loss or expense incurred through their failure to comply with the provisions of this Article.

## **7. Refusal of carriage**

The Carrier may refuse carriage in certain cases, including, but not limited to:

- Transport would violate applicable laws or regulations
- The passenger's conduct threatens safety or security of the flight
- The passenger appears intoxicated or under the influence of drugs
- The passenger does not possess valid travel documents
- The passenger refuses security screening
- The passenger suffers from communicable disease or is visibly unwell
- The passenger requires special medical assistance, that cannot be provided by the Carrier

The Carrier may also refuse transport of baggage that is unsafe or improperly packed.

If upon Carrier's discretion due to the above-mentioned reasons, a passenger has been refused carriage, the Carrier shall not be held liable for any loss or damage, caused by the refusal.

## 8. Carriage of Special Categories of Passengers

### 8.1 Infants and children

An infant is a minor that has not yet reached his/her 2nd birthday.

Infants shall be considered children and must be assigned a seat when, during the journey, they reach the age of 2.

Infants under two are NOT allocated a seat and must travel on an adult passenger's lap.

An infant seatbelt will be provided on board to retain the child during the flight.

If an adult passenger is travelling with two infants the following shall be observed:

- An additional seat shall be booked and purchased, and one of the infants shall sit in a qualified CRS, e.g., approved car seat, which shall be secured on the additional passenger seat.
- The other infant shall sit on the lap of the accompanying adult and shall be secured with an infant loop belt

It is the responsibility of the passenger to provide sufficient care for the infants.

Passengers with Infants shall not be seated at emergency exit rows

### 8.2 Unaccompanied Minors

An unaccompanied minor (UM) is a child between 5 and 12 years of age, who is traveling alone or is traveling with an escort provided by the Carrier.

All children traveling alone aged 12 years up to their 18-th birthday, for which their parent/guardian has requested UM status may be qualified as Unaccompanied Minors.

Children below the age of 5 shall not be accepted for travelling without an adult passenger.

An UM Form request for transportation of unaccompanied minors shall be provided during registration for the flight.

Children shall be in possession of all travel documents: passport, visa, health certificate (if applicable) required by countries of departure, transit and destination.

The carriage of unaccompanied minors might be subject to an additional charge.

### 8.3 Passengers with Disabilities

Passengers, whose physical, medical or mental condition requires individual attention are considered passengers with disabilities.

Carriage of passengers with reduced mobility or disabilities shall be performed in accordance with Carrier's policies and procedures.

Passengers requiring assistance should notify the Carrier or Tour Operator at least 48 hours prior to departure.

The Carrier will make reasonable efforts to provide assistance including:

- boarding and disembarkation support
- assistance during transit within the airport
- transport of mobility aids and wheelchairs free of charge

For safety reasons the Carrier may require a passenger to travel with an accompanying person where the passenger cannot:

- understand safety instructions
- assist in their own evacuation

#### **8.4 Passengers Requiring Medical Clearance**

Sick passengers or any passenger who has recently undergone surgery or suffered any serious illness or accident must have a clearance for air travel by a Doctor.

**MEDIF form is required in the following cases:**

- In the case of an acute illness or an accident;
- Passengers who need assistance of an accompanying person due to a mental or physical health condition;
- Passengers who recently underwent surgery;
- Passenger who for medical reasons require an additional seat;
- Passengers suffering from an illness which is suspected to be contagious (e.g. childhood diseases, etc.);
- Babies under 7 days of age;
- In specific circumstances where people wear an arm or leg plaster cast.

Passengers must submit their requests for special assistance in a minimum of three (3) working days prior their flight date.

#### **8.5 Wheelchairs**

Wheelchairs or other battery-powered mobility aids with Non-Spillable batteries, are acceptable on European Air Charter flights with a prior notification.

Wheelchairs/Mobility Aids with Spillable Batteries are not be accepted for carriage.

#### **8.6 Portable Personal Oxygen Concentrator**

The carriage of a **Portable Personal Oxygen Concentrator (PPOC)** is permitted only for medical use and only with prior notification to European Air Charter.

Passengers travelling with medical equipment must present in advance Medical Clearance by a physician. The medical device must be approved for air transportation.

Any additional batteries must be transported in cabin (not permitted in checked) baggage and must be packed in a manner, that protects them from damage or short circuits.

Cylinders containing gaseous or liquid oxygen are strictly prohibited!

#### **8.7 Pregnant women**

If the expectant mother is in normal health and with no pregnancy complications, she shall normally be accepted without medical clearance.

Medical clearance for air travel is required as follows:

- Up to and including the 28th week - no medical certificate is required;
- After the 28th up to the 35th week - a flight authorization from a doctor is required;
- After the 35th week, the passenger cannot be accepted for air carriage.

Travelling by air is not advisable for:

- Women who have given birth within 7 days before flight;

- Healthy new-born babies, provided not prematurely born, shall not be accepted for carriage within first seven (7) days after birth;
- For premature babies' **medical clearance is required.**

Medical clearance must be issued within seven (7) days prior to commencement of travel.

## 8.8 Live Animals

- **Pet in Cabin**

Only dogs and cats are accepted as Pet in Cabin.

The Maximum weight of the pet must be 8 kg (including the kennel).

The kennel must be leak proof and must be placed on the floor during the flight.

The Carrier must be informed in advance about the Pet in Cabin.

The passenger must hold all required documentation for the animal.

- **Service Animals – Guide dogs**

Service Animals are support for passengers with specific disabilities (physical, sensory, psychiatric etc.) s.

Only dogs are accepted as service animals.

The dog shall be individually trained and will have available a certificate declaring it is a service/assistant dog.

**The Carrier shall not be held liable for** any live animal not having the necessary entry, exit, health and other documents, related to the animal's entry into or passage through any country.

## 9. Baggage

### 9.1 Cabin Baggage

- Cabin baggage allowance is 8 (eight) kilograms;
- The bag must not exceed dimensions 55x40x20 cm.

For safety reason, only one piece of hand baggage per passenger shall be allowed into the aircraft cabin.

The bag shall be of a size to fit under the seat in front or in the overhead locker

### 9.2 Checked-in Baggage

Passengers are entitled to carry baggage according to the allowance specified in their ticket, voucher or charter agreement with the Tour Operator.

Checked baggage is carried in the hold of the aircraft on which the passenger is travelling;

The Carrier may refuse to carry checked baggage which is inadequately packed or unsuitable for air carriage due to its weight, size or nature;

Baby buggies, baby seats and sports equipment must be well packed and secured against damage. The Carrier will not be held liable in case of damage of any not properly packed baby buggies, baby seats or sports equipment

### 9.3 Excess baggage

Baggage exceeding the permitted allowance may be transported subject to additional charges.

#### **9.4 Dangerous Goods not permitted in baggage**

Passengers must not carry items, that may endanger the safety of the aircraft or persons on board.

This includes dangerous goods as defined by ICAO Technical Instructions and IATA Dangerous Goods Regulations.

Following Dangerous Goods are prohibited either in cabin baggage or checked baggage:

- Fireworks, flares, explosives (including party fireworks)
- “Strike anywhere” matches (always forbidden)
- Electroshock weapons (tasers, stun guns)
- Battery-powered lighters without safety protection
- Fuel, petrol, lighter fluid
- Aerosol paints, thinners, solvents
- Gas cylinders (camping gas, butane)
- Bleach, acids, mercury
- Poisonous or toxic substances
- Industrial chemicals or samples
- Scuba tanks (if not properly declared/empty)
- Liquid Oxygen devices, including personal medical oxygen devices that utilize liquid oxygen
- Battery-Powered Vehicles : Hoverboards, e-scooters, e-bikes, etc.

#### **9.5 Valuable items**

Valuable items or important documents, shall remain with the passenger.

It is not advisable valuable items to be transported in the checked-in baggage

#### **9.6 Weapons and ammunition**

Sporting weapons may be carried as Checked Baggage only.

They must be packed in a strong outer container made of wood, metal or fibreboard.

The weapon must be securely locked and unloaded.

Arms and ammunition must be separated from each other and must be packed in two different rigid bags;

### **10. Lithium Batteries**

#### **10.1 General**

The transport of lithium batteries is subject to ICAO Technical Instructions and IATA Dangerous Goods Regulations.

Spare lithium batteries must be carried in cabin baggage only and must be individually protected against short circuits

Lithium batteries are not permitted in checked baggage unless installed in equipment.

The Carrier reserves the right to refuse transport of devices considered unsafe or non-compliant with aviation safety regulations.

#### **10.2 Portable electronic devices (PED)**

Containing batteries PEDs, which may include electronics such as cameras, mobile phones,

laptops and tablets containing batteries, when carried by passengers for personal use, shall be carried in cabin baggage.

If devices are carried in checked baggage:

Measures must be taken to protect the device from damage and to prevent unintentional activation;

The device must be completely switched off (not in sleep or hibernation mode).

### **10.3 Spare lithium batteries**

Spare batteries must be individually protected to prevent short circuits. They must be placed in the original retail packaging or by otherwise insulating terminals, e.g. by taping over exposed terminals or placing each battery in a separate plastic bag or protective pouch.

Spare batteries must be carried in cabin baggage only.

Items containing lithium cells or batteries, the primary purpose of which is to provide power to another device, e.g. power banks, are considered as spare batteries and are restricted to cabin baggage only.

### **10.4 Wheelchairs and Mobility Aids**

All battery-powered wheelchairs or mobility aids must be prepared to prevent unintentional activation during transport, and the battery terminals must be protected from short circuits.

The battery(ies) can either be securely attached to the device with the electrical circuits being isolated following the manufacturer's instructions or removed following the manufacturer's instructions, if the design of the device cannot provide adequate protection to the battery(ies) against damage.

#### **Wheelchairs and Mobility Aids with Spillable Batteries**

- Wheelchairs/Mobility Aids with Spillable Batteries SHALL NOT be accepted for carriage.

#### **Wheelchairs / Mobility Aids with Lithium Batteries**

- The lithium battery(ies) can either remain installed in the mobility aid or be removed by the user, if the mobility aid is specifically designed to allow it to be, following the manufacturer's instructions.
- The removed battery(ies) must not exceed 300 Wh;
- Where the battery(ies) is not removed, there is no limit to the Watt-hour (Wh) rating for the installed battery(ies);
- A passenger may carry as cabin baggage, a maximum of one spare battery not exceeding 300 Wh or two spare batteries each not exceeding 160 Wh;
- All removed and spare batteries must be protected from damage (e.g. by placing each battery in a protective pouch) and must only be carried in the passenger cabin.

#### **Wheelchairs / Mobility Aids with Non-spillable Wet Batteries, Nickel-Metal Hydride Batteries or Dry Batteries**

- Where the battery is not removed, battery terminals shall be protected from short circuits, e.g., by being enclosed within a battery container;
- A passenger may carry as cabin baggage, a maximum of one spare battery in a strong, rigid packaging. Battery terminals shall be protected from short circuits, e.g., by being enclosed within a battery container.

### **10.5 Electronic cigarettes containing batteries – “E-cigarettes”**

Electronic cigarettes including e-cigars and other personal vaporizers, containing batteries when carried by passengers for personal use, must be in the person or cabin baggage only. Recharging these devices and/or batteries on board the aircraft is not permitted and the passenger must take measures to prevent accidental activation.

## **11. Schedules, delays and cancellation of flights**

Flight schedules are subject to change.

The Carrier will take all reasonable measures to transport passengers and baggage without delay.

In exceptional circumstances flights may be operated by another Carrier on behalf of European Air Charter.

## **12. Refunds**

Refunds will be processed in accordance with applicable tariff regulations

Involuntary refunds apply where:

- the Carrier cancels a flight
- the flight is significantly delayed
- the passenger cannot travel due to schedule changes

## **13. Conduct aboard the aircraft**

### **13.1 General**

Passengers must follow all instructions given by crew.

Disruptive behavior may result in:

- removal from the aircraft
- refusal of further transport
- legal action

Smoking and use of electronic cigarettes is prohibited on board.

Disruptive behavior is considered, but not limited to:

- Endangering the aircraft or any person, or property on board,
- Behaving in a manner, which causes discomfort, inconvenience, damage or injury to other passengers or the crew,
- Failure to comply with crew instructions, including but not limited to those with respect to safety or security, or with respect to smoking, alcohol or drug consumption

### **13.2 Diversion**

If as a result of passenger’s conduct, prohibited under Article 13.1 the Carrier decides, upon its reasonable discretion, to divert the aircraft for the purpose of offloading the passenger, the passenger must pay all reasonable and proper costs resulting from that diversion.

### **13.3 Electronic devices**

For safety reasons, might be prohibited or restricted the use aboard the aircraft of electronic devices, such as, but not limited to:

- mobile telephones
- laptop computers
- portable recorders
- portable radios
- CD and MP3 players
- electronic games
- transmitting devices, including radio-controlled toys and walkie-talkies
- electronic cigarettes

The use of hearing aids and heart pacemakers is permitted.

### **13.4 Filming and photography**

Taking of photographs or video recordings of company personnel, equipment, or operational procedures is strictly prohibited. The use of still or video cameras—whether film or digital, and whether integrated into cameras or other recording devices—is permitted solely for capturing images of a personal nature related to the passenger’s travel experience.

## **14. Travel documents, Entry, Customs and Security**

### **14.1 Passengers ‘responsibilities**

Passengers are responsible for obtaining all required travel documents including passports and visas.

The Carrier may refuse transport if any passenger’s travel documents are not valid.

Passengers must comply with immigrations, customs and security regulations of the States of departure, arrival or any transfer or transit points.

### **14.2 Customs inspection**

If required, passengers must submit to an inspection of their Baggage by the Customs or other authorities upon demand.

The Carrier shall not be liable for any loss or damage suffered in the course of such inspection.

### **14.3 Security inspection**

Passengers must submit to any security checks required by authorities, airport officials, or by the Carrier.

## **15. Successive Carriers**

Where carriage is performed by multiple Carriers under a single ticket, the transportation is regarded as a single operation under the Montreal Convention.

## 16. Limits of Liability for damage

### 16.1 General

The Carrier is liable for proven damages occurring during carriage by air in accordance with applicable international conventions and laws.

The Carrier will be liable only for damages occurred during carriage on flights or flight segments, where Carrier's Designator Code appears in the ticket or voucher for the flight, or flight segment concerned.

However, in the case of damage of checked-in baggage, the passenger is entitled to make a claim against the first or the last Carrier.

**The Carrier shall not be liable** for any illness, injury, disability, or death attributable to passenger's pre-existing physical condition or any deterioration of the same.

The Carrier shall not be liable for any loss of, or damage to, valuable or fragile items transported in checked baggage, including but not limited to perfumes, sunglasses, pharmaceuticals, money, credit cards, works of art, jewellery, documents, passports, electronic devices, or similar items.

The Carrier shall not be liable for any damage of baby strollers, sports equipment or other specific equipment, which is not suitable packed and well secured to prevent from damage.

If the weight of the Checked Baggage has not been specified, it shall be presumed that the weight of the Baggage does not exceed the applicable free baggage allowance.

The Carrier shall not be liable for any damage to a Passenger's baggage resulting from the Passenger's negligence

The Carrier shall not be liable if baggage is mistakenly claimed by another passenger. The person who has mistakenly claimed another passenger's baggage shall be responsible for covering any costs incurred by both passengers as a result of such action.

### 16.2 Liability for Damage to baggage and delay of baggage

Liability for loss, damage or delay of baggage is governed by the **Montreal Convention (1999)**.

Unless a higher value has been declared and additional charges paid, the liability of the Carrier for baggage is limited to **1.519 Special Drawing Rights (SDR) per passenger**.

## 17. Baggage claims

17.1 Baggage claims shall be submitted via e-mail to: [office@euaircharter.com](mailto:office@euaircharter.com), accompanied by all the required documentation, as listed below.

- Property Irregularity Report (PIR) or Damage Property Report (DPR);
- Boarding pass;
- Baggage tags;

- Repair receipt or official confirmation that the baggage cannot be repaired (if applicable).

The Carrier reserves the right to request additional documents for the purpose of resolving the claim.

**17.2** In accordance with the **Montreal Convention**, the Passenger must notify the Carrier of any damage of their checked baggage immediately upon discovery and no later than **seven (7) days** from the date of receipt of the baggage.

In the event of **non-delivery of baggage**, the Passenger must report the matter and complete a **Property Irregularity Report (PIR)** immediately upon arrival at the destination airport and before leaving the airport area.

**17.3** Any damage, destruction, or loss of baggage must be reported to the Carrier immediately upon reclaiming the baggage.

## 18. Denied Boarding, Delay and Cancellation Compensation

### 18.1 General

Where Regulation (EC) 261/2004 applies, passengers may be entitled to the following compensation, depending on the distance of the flight.

Flight Distance	Compensation
up to 1500 km	250 EUR
1500–3500 km	400 EUR
over 3500 km	600 EUR

Compensation is not payable where the delay or cancellation is caused by **extraordinary circumstances** such as:

- severe weather
- political instability
- security risks
- air traffic control restrictions
- airport closures
- unexpected flight safety shortcomings

Passengers are also entitled to assistance including:

- meals and refreshments
- hotel accommodation where necessary
- transport between airport and hotel
- two communications (telephone or email).

### 18.2 Cancellations and long delays

Where reference is made to Regulation (EC) 261/2004, Article 9 – Right to care, passengers shall be offered free of charge:

Meals and Refreshments

Extend of delay \_\_\_\_\_ Offer

## GENERAL CONDITIONS OF CARRIAGE



Up to 120 min	no offer
120 min-180 min	refreshments and snacks
180 min-300 min	refreshments and a meal

Hotel accommodation in cases:

- where a stay of one or more nights is necessary, or
- where a stay additional to that intended by the passenger becomes necessary;
- Transport between the airport and place of accommodation (hotel or other).

In addition, passengers shall be offered free of charge two telephone calls, telex or fax messages, or e-mails.

The Carrier will pay particular attention to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied minors.

### **19. Applicable law**

These Conditions of Carriage are governed by Bulgarian law unless mandatory international law provides otherwise.