



## **Air Passenger Rights**

**(excerpt)**

Air passengers are entitled to pursue their rights in the event of denied boarding, flight cancellation or delay in accordance with European Parliament and Council Resolution No. 261/2004/WE of February, 11, 2004.

### **Dear Passengers,**

we would like to apologize for any inconvenience that you may have experienced as a result of flight irregularities such as denied boarding, flight delay or flight cancellation.

According to Resolution No. 261/2004/WE of February, 11<sup>th</sup>, 2004 passengers are entitled to receive assistance and/or financial compensation in specified circumstances of travel disruption.

The regulations shall also apply to any passenger travelling with SprintAir , provided that that person:

- has a confirmed reservation on the flight where disruption occurred ,
- arrived in time for check-in as indicated on the ticket or in communication from the airline,
- has valid travel documents,

- is travelling on a ticket available to the general public.

The regulation however does not apply to those passengers who are travelling free of charge or on a discount ticket not available to the general public.

## **RIGHT TO CARE**

Air carrier is obliged to offer assistance to passengers when:

- their flight is cancelled,
- they are denied boarding against their will,
- their flight is significantly delayed.

As part of this assistance the operating air carrier should offer passengers, free of charge, with:

- refreshments and meals in a reasonable relation to the waiting time,
- two phone calls, telex or fax messages or e-mails,
- hotel accommodation and transport between the airport and place of accommodation (hotel or other).

The scope of assistance to be offered depends on the time of delay with the reservation that the right to accommodation only applies to situations when a stay one or more nights becomes necessary. The right to care does not apply when the delay is less than 2 hours with regard to flights of 1500 kilometers or less.

## **RIGHT TO COMPENSATION**

When a flight is cancelled, the delay is longer than 3 hours, or when a passenger is denied boarding against their will, the operating air carrier – with the reservation of circumstances listed below – is obliged to pay compensation in the amount of 250 EUR with regard to flights of 1500 kilometres or less.

The operating carrier may reduce the compensation by 50 % when passengers are offered an alternative flight, the time of arrival of which does not exceed the scheduled arrival time of the flight originally booked by two hours.

**The right to compensation, reimbursement or re-routing does not apply when there are reasonable grounds to deny a passenger boarding, such as reasons of health, safety or security, or inadequate travel documentation.**

Compensation for flight cancellation or delay does not apply when:

- the flight is cancelled/delayed due to extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken (such as adverse weather, political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings and strikes that affect the operation of an operating air carrier, decisions of air traffic control bodies,
- passengers were informed of the cancellation at least two weeks before the scheduled time of departure.

In situations described above the operating air carrier reimburses the price of the ticket or offers to rebook the reservation for the earliest flight operated by SprintAir or any other flight operated by SprintAir on the same route on a day of passenger's choice.

- passengers were informed of the cancellation between 2 weeks and 7 days before the scheduled time of departure and were offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival,
- passengers were informed of cancellation less than 7 days before the scheduled time of departure and are offered rerouting, allowing them to depart no more than one hour

before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.

### **RIGHT TO REIMBURSEMENT AND TO FREE RETURN FLIGHT**

In cases of flight cancellation, denied boarding or flight delay, the passenger is entitled to withdraw from the contract of carriage. The air carrier is then obliged to reimburse the full cost of the ticket within seven days at the price at which it was bought, for the part or the 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 the passenger's original travel plan and to offer a return flight to the first point of departure, at the earliest opportunity.

### **RIGHT TO RE-ROUTING**

In cases of flight cancellation, denied boarding and flight delay the operating air carrier is obliged to offer the passenger re-routing, under comparable transport conditions, allowing the passenger to arrive at their final destination:

- at the earliest opportunity
- at a later date at the passenger's convenience, subject to the availability of seats.

The right to re-routing does not apply to a passenger who has already exercised his right to reimbursement.

When the flight is cancelled for reasons beyond the control of the operating air carrier, the air carrier is obliged to transport the passenger to their final destination at the earliest flight operated by SprintAir or offer alternative road transport. The air carrier however is not obliged to offer alternative air transportation on a flight operated by other carriers.

## **FLIGHT DELAY**

When the flight delay is more than 3 hours, the passenger may only withdraw from the contract under conditions resulting from the fare at which their ticket was purchased.

## **RIGHT TO COMPLAIN**

Each passenger may complain to a competent body about an infringement of their rights by an air carrier.

In cases of a failure to fulfill or inadequate fulfillment of the obligations by an air carrier resulting from the contract of carriage, especially in matters of luggage loss or damage, injury or death being a result of an accident during the flight, the passenger may also pursue their rights in a court of justice.