

GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

1. DEFINITIONS
2. SCOPE
3. TICKETS
4. OBLIGATIONS OF PASSENGERS IN AIR TRANSPORT
5. OBLIGATIONS OF THE AIR CARRIER IN AIR TRANSPORT
6. REFUSAL OF CARRIAGE AND EXCLUSION OF PASSENGERS FROM CARRIAGE
7. TRANSPORTING PASSENGERS WITH SPECIAL NEEDS
8. BAGGAGE
9. FLIGHT SCHEDULE
10. TICKET PRICE REFUNDS
11. TRAVEL FORMALITIES
12. AIR CARRIER'S LIABILITY
13. METHODS AND DEADLINES FOR CLAIMS
14. TERMS OF VALIDITY AND EFFECT

GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

1. DEFINITIONS

AGENT – physical or legal entities authorised by the carrier to represent it in selling its air transportation and additional services

ARRIVAL TIME – expected time of arrival of the aircraft at the destination

BAGGAGE IN EXCESS – baggage which exceeds the free allowance as given per the ticket pursuant to the selected fare package (weight, size, number of pieces)

CARRIER – [Czech Airlines](#)

CHECKED BAGGAGE – baggage handed over by the passenger to the carrier at the check-in desk which is transported in the hold of the aircraft

CIVIL CODE – Act No. 89/2012 Coll.

CLAIM – a written requirement for compensation placed by the passenger upon breach of the Contract of Carriage by the carrier

ADDITIONAL SERVICES – services related to air transport available free of charge or for a fee based on the purchased fare package

CONTRACT OF CARRIAGE – an agreement entered into by and between the carrier and the passenger regarding the arrangement of carriage for the passenger. The document confirming the contract conclusion is a valid ticket. Conditions governing the Contract of Carriage are stipulated in these general conditions of carriage.

CONVENTION – based on context refers to the following:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929 (the Warsaw Convention)
- The Warsaw Convention as amended at The Hague on 28 September 1955
- Complementary Convention signed at Guadalajara on 18 September 1961
- The Warsaw Convention as amended by Additional Protocols No.1, 2 and 4 of Montreal (1975)
- The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999
- The Convention on Offences and Certain Other Acts Committed on Board Aircraft signed at Tokyo on 14 September 1963 as amended by Decree No. 12/84

DECLARED VALUE – the total value of baggage (including its contents) which represents a value higher than the carrier's limit of liability

DECLARED VALUE FEE – a fee based on the total value of baggage as declared by the passenger prior to departure

DEPARTURE TIME – expected time of departure of the aircraft from the place of departure

DESTINATION – an airport where, pursuant to the ticket, the air transport of the passenger and their baggage terminates

DISABLED PERSONS AND PERSONS WITH LIMITED MOBILITY AND ORIENTATION – persons with limited mobility due to a physical impairment (sensory or motional, permanent or temporary), mental impairment or disability or as a result of other causes of disability whose state requires appropriate attention be paid to its needs and the services provided be adjusted pursuant to Regulation (EC) No. 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air

DOMESTIC AIR TRANSPORT – air transport upon which the departure and arrival destinations are in the same state

FLIGHT – the passage or its part as shown in the ticket

INTERNATIONAL AIR TRANSPORT – air transport upon which the departure and arrival destinations are in different states or, when in the same state, with an agreed stop in a different state

LONG-HAUL FLIGHT – a flight with flight time in excess of 5 hours

OPERATING CARRIER – the air carrier operating the flight pursuant to an agreement entered into with the passenger or on behalf of another legal entity that entered into an agreement with the passenger

PASSENGER TRANSPORT IRREGULARITIES – flight cancellation or a significant delay of a flight

PLACE OF DEPARTURE – an airport where, pursuant to the ticket, the air transport of the passenger and their baggage commences

FARE PACKAGE – conditions governing the published fares, charges and transport-related services

RESERVATION – the process of booking a seat aboard an aircraft for a passenger and transport capacity for their baggage

ROUTING – review of the passage as shown on a ticket, primarily the places of departure and arrival

SDR (SPECIAL DRAWING RIGHT) – a Special Drawing Right as defined by the International Monetary Fund

TARIFF – air transport/air carriage fare

TICKET – a document issued by the carrier or its authorised agents authorising the carriage of the passenger and their baggage. Until proven otherwise, the ticket is a document confirming the conclusion of a Contract of Carriage between the passenger shown in the ticket and the carrier.

TRANSFER AIRPORT – an airport where a layover is performed, i.e. a place where passengers transfer from one flight to another

TRANSIT COUNTRY – a state where a layover is performed after which the passenger continues their passage aboard the same aircraft (the airport is not listed in the ticket)

UNCHECKED (CABIN) BAGGAGE – baggage which can be taken by the passenger on board the aircraft. The baggage remains in the care of the passenger.

2. SCOPE

2.1 General Provisions

General Conditions of Carriage for Passengers and Baggage (hereinafter referred to as “the Conditions”) apply to all regular and irregular domestic and international air transport of passengers and baggage provided by the carrier, including services related to the transport.

The Conditions follow the law of the Czech Republic unless its application is explicitly excluded by binding provisions of international law.

The Conditions valid at the time of issuance of the ticket are applicable to the transport.

2.2 Successive Carriage

If another carrier performs transport of the passenger, the General Conditions of Carriage of this carrier apply to transport on the route operated by the carrier. General Conditions of Carriage for flights operated by partner carriers are available [here](#).

2.3 Code Shares

Certain flights offered by Czech Airlines for sale with Czech Airlines designator codes OK may be operated by a different airline pursuant to a code-share agreement between the carriers. In such an event, passengers will be notified prior to completing their ticket purchases as to which carrier will be operating the particular flight. General Conditions of Carriage for flights operated by partner carriers are available [here](#).

2.4 Transport Provided Free of Charge or at Reduced Prices

These Conditions also apply to transport provided free of charge or at reduced prices unless stated otherwise in the Contract of Carriage or other contractual document governing the relations between the carrier and the passenger. Conditions governing transport at reduced prices are given primarily in the General Rules and Conditions of the [OK Plus and OK Plus Corporate](#) loyalty programmes.

2.5 Additional Services

[Additional Services](#) are available for a fee or free of charge, based on the fare package purchased.

3. TICKETS

3.1 General Provisions

The carrier will only transport the passenger named in the ticket. Tickets are non-transferable. The passenger commits to protect the ticket and its content against misuse of the data thereto stated by third parties, primarily in the event of claims. The passenger is obliged to present the ticket upon request by the carrier or other authorised personnel. The ticket authorises its holder to travel on the day and aboard the flight as purchased.

3.2 Ticket Validity Period

Tickets are valid for 1 (one) year from the date of boarding the first flight listed in the ticket, or for 1 (one) year from the date of issuance of the ticket if unused.

If the carrier is unable to provide the passenger with the agreed transport or if the flight is postponed during the time of the validity of the ticket, the ticket validity is extended until such time as the carrier is able to perform the transport.

3.3 Ticket Purchases

3.3.1 Reservations of Seats for Flights

The carrier will reserve a seat for the passenger on a particular flight free of charge. The reservation will be confirmed to the passenger when it is accepted and recorded in the reservation system by the carrier or its agent. Should the passenger so require, the carrier will provide the passenger with a reservation confirmation.

Should the passenger fail to pay the price of the reserved ticket within the period as stipulated by the carrier or its agent, the carrier is authorised to cancel the reservation and offer the seat to another passenger.

3.3.2 Personal Data

The passenger provides the carrier or its agent with their personal data to make a reservation, purchase a ticket, arrange for additional and additional services, facilitate immigration formalities and entry to a country. To perform the tasks, the passenger provides the carrier with the consent to collect, archive and process their personal data for a period of 5 (five) years and the consent to forward the data to third parties involved in the reservation process, in provision of the booked transport and/or to State authorities irrespective of the country and pursuant to laws in effect.

Passengers are authorised to access the data collected in the above-described way, the data archived and the data forwarded. They can adjust the data to rectify any inconsistencies or omissions.

3.3.3 Size of Aircraft Seats

Passengers hereby acknowledge that the width of an aircraft seat, i.e. the distance from armrest to armrest, is 43 cm for aircraft with a capacity of up to 70 seats, irrespective of the selected fare package. On aircraft with a capacity of over 70 seats, the seat width is 44 cm.

3.3.4 Seating

The carrier can change the passenger's assigned seat at any time, irrespective of previous reservations or confirmations issued by the carrier, for safety, security and operational reasons. Should the passenger fail to report at check-in within the timeframe as stipulated by the carrier, fail to present the required travel documents or in the event that the passenger is deemed unfit to fly, the carrier is authorised to cancel their seat reservation for the particular flight.

3.3.5 Ticket Price

3.3.5.1 General Provisions

The ticket price is calculated as the sum total of the fare, taxes and charges.

The ticket may only be used on the conditions stipulated for the particular fare package valid on the date of payment of the ticket and for the routing as shown in the ticket.

3.3.5.2 Fees and Charges

Passengers must also pay, alongside the fare, the air transport related taxes and charges. Passengers are disclosed the amount of taxes and charges to be charged together with the fare prior to purchasing a ticket. Taxes and charges are listed separately in the ticket. The carrier is authorised to charge [a fee](#) for the ticket sale.

3.3.5.3 Ticket Price Payments

Ticket prices are payable in cash, by credit card or bank transfer in the currency accepted by the carrier. If payments in currencies different from the currency in which prices are published are accepted, the carrier or its agent will perform a currency conversion using the exchange rate as set in the reservation system.

3.3.6 Ticket Changes

If the passenger wishes to change a previously-purchased ticket or any of its parts, they should contact the carrier or its agent in advance. The carrier and the agent are authorised to charge a fee for each change of the ticket in line with the conditions of the particular fare package, payment of the difference in price between the original and the new ticket as well as an additional [fee](#) for performing the change. Certain fare packages may be offered on conditions preventing or limiting the option of changing or cancelling the ticket.

4. OBLIGATIONS OF PASSENGERS IN AIR TRANSPORT

4.1 Prior to boarding the aircraft, passengers are obliged to prove their identity upon request by the carrier or state authorities and authorities exercising the state's power, and present respective travel documents. They must also answer security questions if asked to do so or provide the authorised state bodies with required personal data. Pursuant to legal regulations, the carrier may be ordered to provide information about passengers or make passenger data available to third parties (primarily state authorities).

4.2 Prior to purchasing a ticket, passengers are obliged to notify the carrier of any health issues which could compromise their transport or influence the flight in a negative way.

4.3 Passengers must act with caution adequate to the nature of air traffic and follow the instructions provided by the carrier primarily during:

- Check-in, gathering and movement around passenger areas
- Boarding and disembarking the aircraft
- Storing items of clothing and cabin baggage aboard aircraft

4.4 Passengers must refrain from conduct which could compromise the safety and flow of air transport, disturb or inconvenience other passengers or become the source of their complaints. They must not compromise the ability of the carrier to properly perform its duties or harm the assets of the carrier or those of other passengers and must refrain from excessive alcohol consumption aboard aircraft.

4.5 Passengers are further obliged to:

- Arrive at the check-in desk with all baggage to undergo all check-in and safety and security procedures and to do so a minimum 1 (one) hour prior to the scheduled short-haul flight departure and 2 (two) hours prior to the scheduled long-haul flight departure.
- Arrive at the assigned gate a minimum 20 minutes prior to the scheduled departure time.
- Undergo the mandatory [personal security check](#), including the check of all their baggage, performed by the state administration authorities or assigned staff.
- Pay a fee for the transport of baggage in excess of the free allowance.
- Fasten their seat belt if asked by the carrier or indicated by a light signal during take-off and landing or at any time during a flight.
- Refrain from smoking, including electronic cigarettes, aboard all aircraft. Breach of this obligation is punishable by a fine of up to CZK 100,000.
- In-flight, refrain from using personal electronic devices and tools, the operation of which could compromise the functionality and operations of the aircraft electronic devices. Breach of this obligation is punishable by a fine of up to CZK 100,000.
- If injured during a flight, they will submit to due first aid, disclose to the crew the requested personal and health data and pass a subsequent medical examination.

- Reimburse the carrier for all costs connected with loss and damage caused by their inappropriate conduct (e.g. damage to the aircraft interior, illegal transport of dangerous animals or objects, emergency aircraft landing, etc.).
- In-flight, follow unconditionally the instructions of the captain and members of the crew.
- Adjust their appearance and attire to air transport standards.

5. OBLIGATIONS OF THE AIR CARRIER IN AIR TRANSPORT

5.1 The carrier is obliged to disclose the identity of the operating air carrier or carriers to passengers.

5.2 The carrier is obliged to ensure that passengers are notified of the location and way of use of:

- Safety belts
- Emergency exits and devices and facilities intended for common use
- Life vests and oxygen masks should the use of such devices be required
- Other emergency equipment designed for individual use

5.3 The carrier is obliged to notify passengers of the ban on smoking and use of electronic cigarettes aboard an aircraft as well as the fact that such conduct is punishable by a fine of up to CZK 100,000.

5.4 If necessary, the carrier is obliged to educate passengers about emergency protocols applied in particular situations.

5.5 The carrier is obliged to ensure that passengers can use seat belts during take-off, landing, unexpected turbulence and at any time upon the captain's request as well as instruct them how to store their personal belongings aboard an aircraft.

5.6 The carrier is authorised to use a different type of aircraft to perform the flight than as listed in the reservation system at the time of the ticket purchase.

5.7 The carrier is authorised to use other carriers' aircraft to perform the flight.

6. REFUSAL OF CARRIAGE AND EXCLUSION OF PASSENGERS FROM CARRIAGE

6.1 General Provisions

The carrier can refuse to transport a passenger:

- a) If the carrier's flight regulations so dictate or if such transport is impossible due to capacity reasons or if the carrier cancels its flight (i.e. the carrier cannot comply with the conditions of carriage pursuant to the Contract of Carriage).
- b) In order to comply with safety requirements in place in the event that the passenger suffers from a disability or limited mobility and orientation or if the size of the aircraft or its doors physically prevents the boarding and transport of such person.
- c) If, due to their physical or mental condition, the passenger is incapable of looking after themselves and is not accompanied by an attendant to provide such due care.
- d) If the passenger violates the regulations of the countries of departure, arrival, transit or transfer.
- e) If the passenger suffers from a contagious disease, subject to mandatory disclosure, or a serious illness, the sudden manifestations of which could compromise the safety of other passengers.
- f) If the passenger's conduct violates transport safety or public order or if the passenger is not wearing proper attire.
- g) If the passenger refuses to pay a fee for baggage in excess of the free allowance or if they refuse to have a piece of baggage which does not comply with the limits stipulated for cabin baggage transported in the aircraft cargo area.
- h) If the passenger breaches any of their obligations as given above under Chapter 4, primarily in regards to air transport safety.

6.2 Ticket Price Refund Entitlements by Passengers

Passengers denied transport pursuant to letters a), b) and c) of the previous provision, are either refunded the ticket price or its adequate part for the unused transport segment or are offered replacement transport by a different aircraft or different means of transport as compensation for the transport not received.

If passengers are denied transport for other reasons, compensation for the unused transport will be provided in line with their fare package selected.

7. TRANSPORTING PASSENGERS WITH SPECIAL NEEDS

7.1 General Provisions

7.1.1 Passengers requiring special assistance and/or care must notify the carrier of such fact prior to purchasing their ticket, but no later than 48 hours prior to their intended departure.

7.1.2 The carrier will use reasonable efforts to enable the transport of passengers with special needs. Acceptance of passengers with special needs for transport must always be confirmed by the carrier prior to the ticket purchase.

7.1.3 Due to safety requirements, passengers with special needs cannot be seated in emergency exit rows.

7.2 Transport of Passengers with Disabilities and Passengers with Limited Mobility and Orientation

7.2.1 The scope of care during the passage follows the air transport safety regulations and depends on the carrier's aircraft equipment and local conditions at respective airports.

Passengers with disabilities and passengers with limited mobility and orientation will present a note from their physician at check-in, using the assigned form, confirming their fitness for air transport.

7.2.2 The carrier may refuse to transport a passenger based on their disability and reduced mobility and orientation to comply with air transport safety rules and regulations in place or in the event that the size of the aircraft or its doors physically prevents the boarding and transport of such passenger.

7.2.3 The carrier may require that a person with a disability or reduced mobility and orientation be accompanied by an attendant to provide them with due assistance.

7.2.4 Passengers who wish to travel with their own wheelchair are obliged to notify the carrier of such fact prior to purchasing a ticket. Passengers dependent on the aid of an assistance dog must provide the carrier with a certificate proving the dog's service training and relevant travel documents. It is also recommended that a muzzle is carried and used if necessary. Assistance dogs must be on a leash and wearing a harness. They are transported in the aircraft cabin free of charge. Detailed information regarding transport of passengers with disabilities or reduced mobility and orientation are available on the carrier's website under the [Travelling without Barriers](#) section.

7.3 Unaccompanied Minor Transport

7.3.1 Children under 12 (twelve) years of age (prior to reaching their twelfth birthday) cannot be transported unaccompanied by an adult.

7.3.2 Children from 6 (six) to 11 (eleven) years of age can only travel alone if the [Unaccompanied Minor](#) service is requested. Such service must be requested prior to purchasing a ticket. The carrier will confirm the provision of the service based on the available capacity. Unaccompanied minors must be accompanied to the airport by an adult. To accept the child for transport, the carrier requires that an Unaccompanied Minor Form is filled in, confirming that another adult will be awaiting the child at the final destination. Parents or legal guardians present the filled in and signed form to the carrier. The [Form](#) is available at the carrier's ticketing offices.

The unaccompanied minor must have their own travel documents. Unaccompanied Minor transport services are subject to a fee and can also be requested for children from 12 (twelve) to 17 (seventeen) years of age (until their 18th birthday). Additional information is available [here](#).

The carrier is authorised to request proof of age of the child to be transported as an unaccompanied minor.

7.4 Transport of Children under 2 Years of Age

Children under 2 (two) years of age are babies from 7 (seven) days to 2 (years). An adult may travel with a maximum of two babies on the condition that at least one of the babies has their own car seat certified for use in air transport which will be placed in a separate seat in transport. Additional information is available [here](#).

7.5 Pregnant Women Transport

Pregnant women can only use air transport until the end of week 34 of their pregnancy (until the end of week 28 in cases of multiple pregnancies). The carrier may refuse to transport pregnant women who cannot prove the week of their pregnancy (using a Maternity ID card, doctor's note or another authorised document).

8. BAGGAGE

8.1 General Provisions

8.1.1 There are two types of transported baggage, namely checked and cabin. Passengers are authorised to free baggage transport as per their particular [fare package](#). Details of the free baggage allowance are specified in the ticket.

8.1.2 The carrier is authorised to charge a [fee](#) for transporting baggage in excess of the free allowance.

8.1.3 Information regarding baggage transport on flights operated by carriers other than Czech Airlines is available [here](#).

8.1.4 The carrier is authorised to check the size and weight of each transported piece of baggage at any time prior to the moment the passenger boards the aircraft. The carrier has the right to refuse the transport of baggage in breach of limits as stipulated by the particular fare package purchased.

8.2 Passengers are Banned from Transporting:

- Baggage and objects which could compromise the safety of the flight, passengers and assets as well as baggage and objects which could get easily damaged during air transport, including objects with unsuitable packaging and objects which could be of a nuisance to passengers.
- Objects which are prohibited from transport by law, respective regulations and directives of the particular State.
- Objects which are, in the carrier's opinion, unsuitable for air transport due to their size, weight or character.
- [Hazardous substances](#) (explosives and ammunition, flammables, corrosives, compressed gases, poisonous substances, toxic and infectious materials, oxidising substances, radioactive material, magnetic and other dangerous objects).
- Detailed information regarding transport of the above-listed baggage categories will be provided by the carrier's sales offices.

8.3 The carrier is not liable for damage caused by the removal of baggage or part of its content from transport for safety reasons.

8.4 Checked Baggage

8.4.1 Each piece of checked baggage must not exceed the weight of 32 kg and the total sum of its dimensions (length + width + depth) must not exceed 250 cm. Well closed and locked suitcases or other sealable baggage with locks are accepted for transport in the aircraft hold as checked baggage.

8.4.2 The carrier will provide the passenger with a baggage identification tag as a form of confirmation of the acceptance of the checked baggage. The passenger is obliged to secure the tag for potential claims.

8.4.3 Checked baggage is transported in the aircraft hold usually on the same aircraft as the passenger. If such transport is not available, the baggage is transported by the next available flight (connection).

8.4.4 The carrier may refuse to transport baggage and objects which could compromise the safety of the flight, passengers and assets as well as baggage and objects which could get easily damaged during air transport, including objects with unsuitable packaging, and to do so at any time prior to departure or during the passage. Acceptance of baggage for transport is not a confirmation by the carrier that the baggage and its content is suitable for transport.

8.4.5 Passengers are Obligated to:

8.4.5.1 Surrender all pieces of baggage in breach of the limits for baggage not checked at the check-in desk.

8.4.5.2 Equip each piece of baggage with personal identification tags prior to submitting it for transport, placed both on the outside and inside of the baggage, stating the name and contact details of the passenger at their travel destination (e.g. the name and address of their hotel, permanent residence, etc.). The name on the identification tag must correspond with the name in the ticket and travel documents.

8.4.5.3 Lock their checked baggage, including zipped baggage, to prevent it from opening in transport. The carrier is not obliged to compensate passengers for items lost or damaged as a result of their failure to properly lock their baggage.

8.4.6 Baggage Reclaim

8.4.6.1 Passengers are obliged to reclaim their baggage immediately after arrival. Baggage may be reclaimed by holders of respective baggage identification tags issued for checked baggage. It is not the carrier's obligation to verify whether the tag holder is authorised to reclaim the baggage. The carrier is not responsible for loss, damage or other costs incurred in connection therewith.

8.4.6.2 It is necessary to report all damaged and lost pieces of baggage immediately after arrival to the BAGGAGE CLAIM counter. The carrier is obliged to draft a report regarding the claim. Otherwise, it is assumed that the baggage was reclaimed in order. Additional information is available [here](#).

8.4.6.3 If damage is reported at a later date, the passenger is obliged to prove the causal link between the reported damage and respective air transport.

8.4.7 The Following Items Are Banned from Transport in Checked Baggage:

- Cash, cheques, credit cards, bonds, securities, share certificates and other valuables
- Business and personal documents
- Passports and other personal identification documents
- Medications, keys, mobile telephones, prescription and sun glasses
- Jewellery, watches and precious metal articles

- Cameras, video cameras and other electronic devices (incl. PCs, laptops and all other data storage devices)
- All types of lithium batteries
- Works of art and artefacts
- Fragile items
- Perishable goods

Valuable, fragile and easily breakable objects (such as musical instruments, chandeliers, etc.) wrapped in protective packaging may be taken aboard the aircraft as cabin baggage and transported in a separate seat. Transport of such pieces of baggage must be confirmed by the carrier in advance, together with the seat confirmation for the passenger. The size and weight of such baggage must be reported at the time of its transport reservation. The baggage weight must not exceed 20 kg and its dimensions must not exceed 42 cm in width, 41 cm in depth and 80 cm in height to ensure safe transport of the baggage in the aircraft seat, while if transported in front of the seat, the baggage must not exceed 50 cm in width, 35 cm in depth and 135 cm in height. Transport of baggage in a separate seat is subject to a fee equal to an adult passenger ticket price.

Additional information regarding checked baggage transport is available [here](#).

8.4.8 Children under 2 (two) years of age with reserved spots (own seats) are entitled to free transport of the following items:

- Checked baggage in the same scope as adult passengers (pursuant to the fare package selected).
- One car seat (air transport certified) which will be used aboard the aircraft for the child's transport. The car seat must not be larger in width than 42 cm and no larger in depth than 46 cm to ensure its secure fastening to the aircraft seat.
- One folding baby stroller.

8.4.9 Children under 2 (two) years of age without reserved spots (own seats) travelling with adults holding tickets under fare packages allowing for free transport of checked baggage are entitled to free transport of the following items:

- One piece of checked baggage which must not exceed the weight of 10 kg and the sum of the baggage dimensions (length + width + depth) must not exceed 115 cm.
- One folding baby stroller or car seat.

8.4.10 Children under 2 (two) years of age without reserved spots (own seats) travelling with adults holding tickets under fare packages not allowing for free transport of checked baggage are entitled to free transport of one folding baby stroller or car seat.

8.4.11 Passengers with limited mobility are entitled to free transport of up to two wheelchairs or folding wheelchairs or other orthopaedic aids as checked baggage in excess of the free checked baggage allowance as shown in their ticket.

8.5 Unchecked (Cabin) Baggage

8.5.1 The cabin baggage maximum length is 55 cm, width is 45 cm and depth is 25 cm including handles, side pockets and wheels.

8.5.2 Children without reserved spots (own seats) are not entitled to free transport of cabin baggage.

8.5.3 Cabin baggage must be stored aboard the aircraft in designated overhead lockers or under the seat in front of the passenger.

8.5.4 For safety reasons, cabin baggage in excess of the assigned limits cannot be transported aboard the aircraft. Such baggage can be stored and transported in the aircraft hold as checked baggage, provided the baggage is in compliance with the rules and regulations of checked baggage transport. Transport of such baggage is subject to a [fee](#) for exceeding the free baggage allowance limit. If the passenger does not approve of the transport of the baggage as checked baggage, the carrier is authorised to exclude the passenger from transport.

8.5.5 If a piece of cabin baggage is in compliance with the assigned limits and is submitted for transport in the aircraft hold at the gate for lack of space in the aircraft cabin, the baggage is not considered to be checked baggage in excess of the free allowance subject to a fee.

8.5.6 If cabin baggage must be transported in the aircraft hold, passengers are responsible for its content and must remove valuable and fragile items (e.g. medications, glasses, jewellery, identification documents and other important documents as well as cash, mobile telephones and other electronic devices, etc.) from the baggage.

8.5.7 Spare batteries can only be transported in cabin baggage aboard an aircraft wrapped individually to prevent short-circuiting.

8.5.8 It is prohibited to transport the following items in cabin baggage:

- Firearms, ammunition, knives, replicas of weapons and toys which resemble weapons (e.g. guns and grenades)
- Stabbing and cutting weapons

Information regarding the transport of fluids and use of electronic devices aboard aircraft is available [here](#).

8.5.9 Additional information regarding unchecked (cabin) baggage transport is available [here](#).

8.6 Non-Standard Baggage

It is possible to transport non-standard baggage as listed below, but only with a previous consent by the carrier and under the conditions thereby stipulated:

- a) Sports equipment and other non-standard and oversize baggage
- b) Animals

Passengers are not entitled to free transport of animals. Only dogs and cats (hereinafter referred to as the “Animals” or the “Animal”) are accepted for transport. Animal transport is subject to a [fee](#). Passengers must provide all identification documents for the Animals and comply with all conditions imposed by the countries of departure, transit, transfer and arrival (e.g. passport, microchip, etc.) and other documents required for allowing the entry of Animals in the country of their travel destination. The carrier is not liable for potential health problems caused to the Animals by air transport or for refusal of entry to the Animals by the country of the final travel destination. Animals can be transported as checked baggage in the aircraft hold in an appropriately-sized secured container with an impermeable base and sufficient vents. The maximum size of the container must not exceed the length of 125 cm, the width of 69 cm and the height of 80 cm. The carrier is authorised to request the consent for the animal transport and the approval of the used container from a veterinary office.

In the aircraft cabin, Animals can be transported in a soft container with a firm and impermeable base. The maximum size of the container must not exceed the length of 43 cm, the width of 30 cm and the height of 27 cm. The weight of the container with the Animal inside must not exceed 8 kg. Only assistance dogs accompanying a disabled person are transported in the aircraft cabin free of charge. Assistance dogs must be on a leash and wearing a harness. A certificate of the dog’s appropriate training and documents required for animal transport must be provided.

- c) Firearms and Ammunition
Firearms may only be accepted for air transport to countries where use of firearms is legal. Firearms must not be loaded and may only be transported in the aircraft hold. Ammunition for firearms must not exceed a limit of 5 kg per person. Ammunition which is considered to be an explosive due to its composition, i.e. belongs into the category of dangerous cargo, may only be transported as air cargo pursuant to dangerous load transport rules and regulations.
- d) Diplomatic Pouches in Aircraft Cabin

8.7 Transport of Baggage in Excess of Free Allowance

Baggage in excess of the free allowance will be transported based on the available capacity of the carrier for a [fee](#) set by the carrier.

Fees for the transport of excess checked baggage may be collected at any time during transport based on the technology available.

8.8 Baggage Check

The carrier is authorised to check the content of the transported baggage in the presence of the passenger. If the passenger is not present, the carrier is authorised to perform such check if a presence of prohibited items or objects subject to special air transport regulations is suspected, provided at least one witness who is not employed by the carrier is present during the check.

8.9 Declared Value Baggage

Passengers can declare the value of checked baggage which represents a value higher than the carrier's limit of liability prior to submitting the baggage for transport to the carrier and pay the set declared value [fee](#). Alternatively, the passenger can insure their baggage with an insurance company.

9. FLIGHT SCHEDULE

9.1 General Provisions

When purchasing the ticket, the Carrier shall advise the passenger of the departure and arrival times; these times will also be shown on the ticket.

9.2 Air Transport Irregularities

- In the event of air transport irregularities, the carrier will provide passengers with [information in writing](#) regarding their rights, including the right to due care and compensation.
- If a flight is significantly delayed, cancelled or if the carrier is unable to provide the agreed transport and as a result the passenger cannot be transported to their final destination or misses a connecting flight as listed in the ticket, the carrier is obliged, pursuant to Regulation No. [261/2004](#) of the European Parliament, to:
 - a) Refund the fare if the transport cannot fulfil its original purpose or
 - b) Transport the passenger to their final destination as shown in the ticket by the carrier's own service, using the service of another carrier or by ground transport
 - c) Passengers are entitled, based on the length of their wait, to refreshments, 2 (two) telephone calls and, should spending a night or two prove necessary, to hotel accommodation
 - d) Provide the passenger with due compensation
- Passengers are not entitled to compensation if the incident is a result of extraordinary circumstances which could not have been prevented.
- On flights to/from the USA, the operating carrier will provide passengers with assistance upon long taxiing on the apron in the scope set in the operating carrier's [Contingency Plan](#).

10. TICKET PRICE REFUNDS

10.1 General Provisions

[Ticket price refunds](#) (hereinafter referred to as the “Refunds”) follow the conditions of the particular fare package selected by the passenger and the Conditions of Carriage in effect at the time of purchase of the ticket. Refunds are processed by the carrier or the ticket issuing agent. The carrier and the ticketing agent are authorised to use the same method of payment to process the refund as used to pay for the ticket. The carrier is authorised to request that the person asking for a refund submit their request in writing.

The carrier will provide the refund either to the person listed in the ticket or to the person who paid for the ticket provided they can present a payment confirmation. If the ticket was paid by a person other than listed in the ticket, the carrier will provide the refund only to the person who paid for the ticket.

Refunds to people who present a payment confirmation pursuant to the above provisions, is considered to be a proper refund freeing the air carrier from liability and preventing consecutive claims for additional refunds.

10.2 Ticket Price Refunds for Reasons Not Caused by Passengers

If the passenger was not able to commence a passage for which they had a valid ticket for reasons on the carrier’s side, the carrier will refund the ticket price to the passenger irrespective of the conditions of the respective fare package.

10.3 Ticket Price Refunds at Passengers’ Requests

If a passenger requests a ticket price refund for reasons other than listed in the previous paragraph, the carrier will follow the conditions of the respective fare package and the Conditions of Carriage in effect at the time of purchase of the ticket governing refund settlements. The carrier is authorised to charge [a fee](#) for ticket price refunds.

10.4 Time Limits for Refund Applications

Ticket price refunds for unused or partially used tickets must be submitted no later than 30 days from the date of termination of validity of the ticket.

10.5 Right to Refusal

The carrier is authorised to refuse a refund request based on the conditions of the ticket fare package.

11. TRAVEL FORMALITIES

11.1 Passports, Visas and Other Documents

- a) Passengers are obliged to procure all travel documents and comply with all conditions introduced by authorities of the countries of departure, transit, transfer and arrival (e.g. the entry and potentially also the exit requirement).
- b) The carrier is not liable for damage and costs incurred by the passenger as a result of failure to comply with the above-mentioned obligations.
- c) The carrier is authorised, but not obliged, to check all travel documents and formalities.

11.2 Entry Denials and Deportations

Passengers are obliged to pay the price of the ticket (pursuant to the available fare packages) if the carrier is ordered by the decision of a respective authority to return the passenger to the place of origin of their passage or elsewhere. The carrier may use to settle the price of such ticket the payments made by the passenger for unused legs of their ticket. The carrier does not refund the passenger for the price of transport to the place where they were denied entry or from where they were deported.

11.3 Reimbursement for Costs and Damage Incurred by the Carrier

Passengers are obliged to reimburse the carrier upon request for all costs, damage and harm incurred as a result of their failure to comply with the administrative travel formalities in place in the countries of departure, transit, transfer and arrival.

11.4 Customs Check

Passengers hereby acknowledge that they are obliged to be present during their checked and cabin baggage customs check performed during the passage by the customs office or other authorised personnel. The carrier is not liable for damage or loss incurred by the passenger as a result of failure to comply with this obligation.

12. AIR CARRIER'S LIABILITY

12.1 General Provisions

12.1.1 Air carriers' liability in international air transport follows the provisions of the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (the Montreal Convention) and Regulation (EC) No. 2027/97 of the European Parliament and of the Council as amended by Regulation No. 889/2002 of 13 May 2002, pursuant to the Montreal Convention applicable to both international and domestic air transport.

12.1.2 The carrier is liable for the full extent of the actual damage, but to a maximum of the extent of its liability limit.

12.2 Carrier's Liability for Damage in Carriage of Passengers and Baggage

12.2.1 The carrier's liability for proved damages sustained in the event of death or injury by a passenger shall not be subject to any set financial limit. For any damages up to and including the sum of the equivalent of 128,821 SDRs (approximately 150,000 EUR*), the carrier shall not exclude or limit its liability. Compensations in excess of the above amount may be reduced accordingly if the carrier proves that the damage was not due to the negligence or other wrongful act on the carrier's side. In the event of a sudden death in flight, the passenger's remains will be offloaded from the aircraft at the closest airport and submitted to competent local authorities for further examination and alternative transport management following the protocols in place.

12.2.2 In the event of death or injury of a passenger, the carrier will provide the person entitled to compensation with an advance payment equal to a minimum of 16,000 SDRs (approximately 19,000 EUR*) to meet immediate economic needs. The advanced payment will be provided no later than 15 days after the identity of the natural person entitled to compensation has been established. An advance payment shall not constitute recognition of liability by the carrier and may be offset against any subsequent sums paid. An advanced payment is not returnable, except in the cases where it is proven by the carrier that the damage was caused by the negligence, omission or other wrongful act of the injured or deceased passenger or where an advance payment was made to a person not entitled to compensation in accordance with applicable laws.

12.2.3 The carrier's liability for damage caused to a passenger in transport by delay is limited to 5,346 SDRs (approximately 6,500 EUR*) except in the cases where the carrier took all reasonable measures to avoid the damage or where it was impossible for the carrier to take such measures. The extent of compensation will be stipulated with regard to the damage proven by the passenger.

12.2.4 The carrier's liability for damage to checked baggage in transport caused by delay is limited to 1,288 SDRs (approximately 1,500 EUR*) except in the cases where the carrier took all reasonable measures to avoid the damage or where it was impossible for the carrier to take such measures.

* Pursuant to current exchange rates.

12.2.5 The carrier is liable for damage in the event of destruction, loss or damage of checked baggage provided the incident which caused the destruction, loss or damage occurred aboard the aircraft or at any time when the checked baggage was in the carrier's care. The carrier's liability for damage to checked and unchecked baggage in transport (destruction, loss or damage) is limited to 1,288 SDRs except in cases of general wear and tear, inherent defects, poor quality or imperfection of the baggage or cases where the baggage was already damaged prior to the commencement of the carriage.

12.2.6 The carrier's liability for damage to baggage of up to 1,288 SDRs covers both checked and cabin baggage cumulatively. The extent of compensation will be stipulated with regard to the damage proven by the passenger in a form of receipt.

12.3 Limitations to Carrier's Liability for Damage

12.3.1 The carrier is only liable for damage caused on its flights. A carrier that issued a ticket or checked-in baggage for a flight of another carrier is only acting in the role of an agent. Passengers are authorised to claim damage to checked baggage with the carrier operating the flight.

12.3.2 The carrier is not liable for damage to baggage caused by inherent defects, poor quality or imperfections of the baggage or by the baggage content.

12.3.3 The carrier is not liable for damage to unchecked baggage and other personal belongings in the exclusive care of passengers unless the damage results from an act by the carrier or the passengers are prevented from taking care of their belongings. In cases where such damage is caused jointly by the carrier and the passenger, the parties are liable proportionally to their participation in the cause of the damage.

12.3.4 The carrier is not liable for damage, loss or partial damage caused by natural causes, death of animals or animal behaviour such as biting, kicking, stabbing or suffocation. Neither is the carrier liable for damage caused by defective animal transport containers or the inability of the animal to cope with the psychological demands of specific air transport conditions.

12.4 Successive Carriers

In the cases of successive carriage, where several carriers are involved in performing carriage, every carrier that accepts the passenger and their baggage for carriage is considered to be a contracting party of the Contract of Carriage to the extent to which the Contract of Carriage covers the part of carriage performed by the carrier.

If carriage is performed in the above-described manner, passengers or other people entitled to damage compensation may make a claim for damage compensation only against the carrier that provided carriage during which the damage or delay occurred, except in the cases where the first carriage provider expressly agrees to assume liability for the entire carriage.

In regards to baggage, passengers may make a claim for damage compensation against the first or last carrier or against the carrier performing the carriage during which the destruction, loss, damage or delay occurred. The carriers are jointly and equally liable.

13 METHODS AND DEADLINES FOR CLAIMS

- 13.1 Damage to health, unchecked baggage and other personal belongings** must be reported by the passenger to the carrier immediately and a report is drafted on the occasion. At a later damage report date, the passenger is obliged to prove the causal link between the reported damage and respective carriage. The carrier is responsible for reporting serious injuries.
- 13.2** In the cases of **damaged checked baggage**, the passenger must make a claim against the carrier immediately after noticing it, but at the latest within 7 (seven) days from reclaiming the baggage. In the cases of **delay**, claims must be made no later than 21 (twenty-one) days from the day the baggage was delivered to the passenger.
- 13.3** Claims must be made in writing and meet the above-stipulated deadlines. If the above-stipulated deadlines are not met, the passenger is not authorised to sue the carrier except in cases where the carrier committed fraud. If no action is brought within two years calculated from the date of arrival at the place of destination or the date on which the aircraft should have arrived or the date on which the carriage stopped, the passenger has no right to damages.
- 13.4** Passengers are authorised to contact the [Customer Relations Department](#) of the carrier with their claims if they are dissatisfied with the services provided by the carrier. Passengers, who have already contacted the carrier with their claims and are unsatisfied with the result of their claim evaluation, **have the right to seek out-of-court settlement** through the Czech Trade Inspection Authority or use an electronic form available at the following [link](#). Comprehensive information regarding out-of-court settlements of consumer disputes are available at the following [link](#).

14 TERMS OF VALIDITY AND EFFECT

These “Conditions of Carriage for Passengers and Baggage in Air Transport” become valid and effective as of 28 December 2019. The Conditions are published in electronic form and can be printed per request by a passenger for review at all offices of the carrier.

As at the above date, the “Conditions of Carriage for Passengers and Baggage in Air Transport” of 1 May 2016 expire.

These “Conditions of Carriage for Passengers and Baggage in Air Transport” have been drafted in the Czech language. In case of a dispute or in the event of any discrepancies upon interpretation of the wording in foreign languages, the Czech version is deemed binding.

Czech Airlines