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**AGREED by:**

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**APPROVED by:**

Order of General Director of LLC  
«Aircompany «ATLASJET International  
UKRAINE»

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AJ-GRH-ATP-2017

**RULES FOR AIR TRANSPORTATION  
OF PASSENGERS AND BAGGAGE**

**“ATLASJET UKRAINE” Aircompany” LLC.  
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## **I. General Terms**

1. These rules for air transportation of passengers and baggage (hereinafter referred to as the Rules) of the "Atlasjet Ukraine" Aircompany" LLC (hereinafter referred to as the Aircompany) have been developed due to requirements of the "rights of disabled people and people with a mobility impairment in the Airspace" Regulation the (EU) European Parliament and Council (dated by July 5, 2006 № 1107/2006 ), the "introduction of general compensation and passenger assistance rules in case of refusal to transport, cancelled or prolonged flights" Regulation of the (EU) European Parliament (dated by February 11, 2004, № 261/2004) , the Regulation on the carrier's liability in case of the incident with changes amended by the Regulation of the (EU) European Parliament and Council (dated by May 13 ,2002) № 889/2002, the Montreal Convention of 1999, General Conditions for Transportation of passengers and baggage, established by the International Air Transport Association ( «General Conditions of Transportation (passenger and baggage)», IATA), resolutions and recommended practices of the International Air Transport Association (IATA), the order of the Ministry of Infrastructure of Ukraine "Concerning Approval of Rules for air transportation of passengers and baggage" № 735 (dated by 30.11.2012), registered in the Ministry of Justice of Ukraine by 28.12.2012 № 2219022541 ( hereinafter referred to as the MIU)

2. Ensuring air security during the air transportation of passengers and baggage is carried out in accordance with the law, particularly with the Law of Ukraine "Concerning State Civil Aviation Security Program" "Atlasjet Ukraine" Aircompany" LLC., Aviation Security Manual "Atlasjet Ukraine" Aircompany" LLC.

3. These Rules are designed to establish general conditions for the air transportation of passengers and baggage , ensuring flight safety and service quality.

4. Terms and definitions used in these Rules:

- ! Automated reservation system / global distribution system (hereinafter - ARS / GDS) - a system that provides displaying of the information on the flight schedule, seats availability and air fares of air carriers and through which air transportation services are booked
- ! Air carrier (carrier) - a business entity that provides transportation services for passengers, baggage, cargo and mail by air transport, based on a license, as well as on aircompany AOC issued by the authorized body concerning Ukrainian civil aviation issues.
- ! Air carrier, which conducts activities - a carrier which performs or intends to perform a flight under the contract with a passenger or on behalf of another person, legal or physical, who has a contract with this passenger, transports or undertakes to transport the passenger and / or his baggage according to the ticket, and also pledges to provide all other services related to transportation, regardless of whether is this legal or physical body ,the actual carrier or carrier under the contract . The term "carrier" includes agents, employees, representatives and contractors of the carrier, unless otherwise is provided by these Rules.
- ! Service agent - ground servicing entity, authorized by the carrier to perform ground handling operations for passengers and baggage.
- ! Destination Airport (point of destination) - is the airport in which the transportation of the passenger and baggage must be completed according to the contract of air transportation.
- ! Transfer Airport (transfer point) - an intermediate airport referred to in the traffic documents, in which, according to the air transportation contract, the passenger transmits and / or transports baggage (cargoes) from one flight to another.
- ! The Property Irregularity Report (PIR) - is a document that issued by the baggage search agent at the airport in the presence of the passenger or his authorized representative immediately after the fact of the delay, loss, shortage , damage to baggage which occurred as a result of transportation.
- ! Baggage - items, property and other personal ownership of a passenger carried on an aircraft vehicle..
- ! Registered baggage - the passenger's baggage which is accepted by the carrier under his guard for transportation and timely delivery to the destination and to which carrier issued a baggage receipt and baggage identification tag.

- ! **Overweight baggage** - baggage, the weight of which exceeds the free baggage allowance established by the carrier..
- ! **Unregistered Baggage (cabin baggage)** - the passenger's baggage which was in the cabin of the aircraft during the transportation with the consent from the carrier and under the control and responsibility of the passenger and is certified with a special tag.
- ! **Baggage Tag** - is a document issued by the carrier for the identification of the registered baggage.
- ! **Booking (reservation)** - pre-order of a seat in an aircraft for a selected flight and date for the transportation of a passenger or pre-order capacity and tonnage on an aircraft for a specific flight and date for the transportation of baggage.
- ! **Exceptional conditions** - are the conditions under which the transportation of passengers and baggage is not subject to normal operations and procedures for the operation of civil aircraft, including the conditions under which the peace-making groups are transported, transportation for the liquidation of the natural disaster's consequences or accidents, and suchlike..
- ! **Denial of transportation** - refusal of the carrier to carry a passenger and / or his baggage, despite the presence of a passenger for registration or boarding on the aircraft, except for the existence of grounds for register or landing denial: healthcare, promotion of safety, transportation paperwork irregularities(passports, visas, tickets, funds, permits, etc.)
- ! **Collective transportation** - transportation of a group of persons,that have a common purpose of travel. The minimum number of passengers is nine.
- ! **Deported persons** - are persons who have been legally admitted to the territory of the country by its authorized bodies and subsequently violated the national law or who entered the country illegally and who was officially ordered by the authorized bodies to leave the country
- ! **Days** - calendar days, including all seven days of the week, holidays and non-working days. To determine the terms of validity of the transportation documentation, acts and other documents, as well as the end days for the transportation completion, the limitation period for the submission of claims, the countdown begins at 00 hours of the day following the time when the event occurred or the action was committed; the remaining time of the day is not taken into account. If the end of the period described above falls on a holiday or a day off, the end date is the first working day
- ! **Charter contract (chartering)** of aircraft is an agreement whereby one party (the charterer) undertakes to provide to the other party (the charterer) for a fee all or a part of the capacity in one or several aircrafts for one or several flights for the transportation of passengers, baggage.
- ! **Electronic ticket** - is an electronic document that includes a itinerary receipt issued by the carrier or on behalf of the carrier electronic coupons and, in case of use, a document for landing.
- ! **Electronic coupon** is part of an electronic ticket that is used for transportation on the appropriate flight, or another document that replaces it, stored in the database of the carrier's automated booking system.
- ! **Mutilated ticket** - is a ticket the state of which, through the fault of the passenger, does not allow to identify or read the information contained in it.
- ! **Multimodal transportation** - transportation, performed using different types of transport under one transport document involving air transport.
- ! **Stopover** - the tentatively agreed between the carrier and the passenger stop is a temporary stop at any point, except the departure and destination points.
- ! **Interline - agreement (Interline)** - agreement on mutual recognition of transportation documents and appropriate mutual settlements.
- ! **A ticket (passenger ticket and baggage check)** - is a document issued by the carrier (its agent), including an electronic ticket, which contains the terms of the contract of transportation, messages, flight and passenger coupons.
- ! **Carrier's code** - is the conventional letter-figure of the carrier, provided by the IATA in accordance with the established procedure which applies to identify the air carrier in ARS / GDS

<b>RULES FOR AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE</b>	<b>CHAPTER 1. GENERAL TERMS</b>
	<b>1. General terms</b>
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- ! Commercial agreements - any agreements between carriers, except an agency agreement, regarding the provision of common services related to the air transportation of passengers and baggage.
- ! Compensation by way of recourse - compensation of expenses on the account of a third party.
- ! User - a person who uses air transport or intends to use.
- ! Itinerary / Receipt is a document (documents) that (which) is an integral part of an electronic ticket and contains (Five) necessary information (for example: passenger's name, route, tariff, etc.), notifications and message.
- ! The method of ground distance of a route - is a method in which the distance between two points on the surface of the Earth is measured as the shortest distance along the great circle, the plane of which passes through the center of the earth.
- ! Prorate distribution method - is the method in which the total revenue from transportation from the point of departure to the destination is distributed for each segment of the route in accordance with the calculation rules, set out in the manual of the International Air Transport Association "Prorate Manual Passenger (PMP)", "Revenue Accounting Manual (RAM) "and" Resolutions Manual ".
- ! The point of departure - is the point, indicated in the ticket, from which the passenger and his baggage are transported..
- ! The point of destination - is the point, indicated in the ticket, where the passenger and his baggage are being transported.
- ! Montreal Convention - Convention relating to the Unification of Certain Rules for International Transportation by Air, done by 28 May in 1999 in the city of Montreal (hereinafter referred to as the Montreal Convention).
- ! Force major circumstances - are circumstances that lead to a substantial delay or cancellation of one or more flights, even if all reasonable measures to prevent delays or cancellations of flights have been taken by the relevant carrier . Force major circumstances are, in particular, but non-exclusively, military actions, mass disturbances , sabotage, embargoes, fires, floods or other natural disasters, explosions, actions or inactions of state bodies, strikes, technical obstacles, due to failure and malfunctions of power supply systems, connections, signal, facilities, software.
- ! Normal fare - is an exceptionally flexible tariff specified for business, economy class service, sometimes for premium class service, providing maximum flexibility in booking a seat, ticket issuance, stopping time, stopover terms , combining tariffs, rebooking and changing the route, rejecting in transportation and so on. The tariff is valid for 12 months.
- ! Principal place of business of the carrier - is the location of the head office, where the basic administrative, organizational and financial functions of the carrier are served.
- ! The main and permanent residence - is one fixed and permanent place of living of the passenger at the time of the event. Citizenship of the passenger is not a determining factor for determining the place of residence.
- ! The final time for the registration of passengers - is the time after which the passengers who did not have time to register for boarding on an aircraft are not accepted for the corresponding flight.
- ! Passenger - is an private individual, who is being transported by an aircraft with the the carrier's consent in according to air operation contract , except for crew members and additional technicians on the board of the aircraft, aircraft operator's employees, authorized representative of the relevant National Regulatory Authority and persons, who escort the cargo.
- ! Passenger with reduced mobility or disabled - is a passenger whose mobility, when using the vehicle, is limited due to physical (sensory or musculoskeletal, permanent or temporary) or mental disability or for any other reason, in particular for an elderly person whose condition requires an appropriate attention and adaptation to his special needs in the passenger's service..
- ! Connecting passenger - a passenger, according to the contract of air transportation, is further transported by the same flight as he arrived to the intermediate airport.

- ! Transfer passenger - the passenger, according to the contract of air transportation is sent to the transfer point (transfer) by one flight, and then is transported by another flight of the same or another carrier.
- ! Passenger coupon (or passenger receipt) - is a part of a passenger paper ticket that remains with the passenger after the transportation and to which a message on the conditions of transportation of the passenger is added.
- ! Confirmed booking - a booking that was made in an automated booking system and confirmed by the carrier. Marked in the ticket (electronic ticket system) as "OK".
- ! Air transportation - transportation of passengers, baggage, cargo or mail, carried out by an aircraft in virtue of the relevant air transport contract. Transportation can be international and domestic. International transportation - is a transportation, in which the point of departure and destination, regardless of whether or not there was a stopover in transportation or transshipment, are located either in the territory of two different countries or in the territory of one country, if an agreed stop is provided in the territory of another country. Internal transportation - transportation of passengers and / or baggage on aircraft between points that are located on the territory of Ukraine.
- ! Flight coupon - a part of a passenger ticket or in the case of an electronic ticket, an electronic coupon in which the corresponding departure and arrival points are defined, between which the coupon is valid for passenger and baggage transportation.
- ! Potentially dangerous passengers - the category of passengers who carry out a forced flight (convoyed, deported) accompanied by authorized employees of the relevant authorities.
- ! Rules of the Aircompany (hereinafter the Rules) - rules, regulations and technologies established by the aircompany, that are used during the air transportation of passengers and / or baggage, including these Rules, Fare Rules, standards and guidelines for passenger and baggage handling.
- ! Pretension (complaint) - written in the demand of the person concerned for damages (losses) amends from domestic or international air transportation.
- ! Flight with excess of reservation - a flight on which the number of passengers who have confirmed booking and arrived for registration before the final time of registration exceeds the number of available seats on the flight.
- ! Regular air transportation - air transportation, during which all places for the transportation of passengers, baggage, cargo and mail are available for general paid use, and transportation is carried out between the same points according to the published schedule or at established time intervals or frequency, what testifies to the regularity of flights.
- ! Reasonable measures - appropriate measures taken by the carrier to prevent or reduce damage (loss) of the passenger.
- ! Reasonable time limits - is a period of time, the reasonable limit duration of which for air transportation of a passenger (baggage) is: 2:00 or more - relatively to all flights up to 1500 kilometers; 3:00 or more - for all flights ranging from 1,500 to 3,500 kilometers; or 4:00 or more - for all other flights.
- ! Route segment - is a part of transportation between two points, which is an integral part of the full route and is recorded on one flight coupon.
- ! Special drawing right (hereinafter referred to as SDR) - is the monetary unit of account. used by the International Monetary Fund (hereinafter referred to as the IMF) and is defined as a currency basket, the compound of which is periodically reviewed by the IMF in order to reflect the relative importance of currencies in world trade and financial systems .
- ! Special tariff - published by the carrier tariff, which has certain limitations in terms of its application.
- ! Special conditions - conditions for the transportation of passengers and baggage that arise from the non-compliance of the the terms of the of these Regulations with the rules of another country, or if the rules of another country

establishes a lower level of traffic conditions than those that are established by these Rules, or if another country requires to comply with its rules and at the same time the contract of transportation performance is jeopardized .

- ! The ground service subject - is the subject of aviation activities, which provides ground handling services.
- ! Subject that provides agent services for the sale of air services (hereinafter the sales agent) - is a legal entity, engaged in the sale of air transportation on behalf of the carrier or its general agent on the basis of an agreement.
- ! Tariff - the amount stated by the carrier for the transportation of a passenger, or a unit of weight or volume of baggage (cargo) along the appropriate route and the corresponding class of service.
- ! Tariff regulations - the tariffs and rules for their application, that have been established and published by the carrier..
- ! Tour operator- is a legal entity that organizes and creates a tourist product, which consists of providing tourist services and arranging air transportation, which is accordingly licensed.
- ! Agreed stoping positions - points (except departure and destination points), that are identified in the ticket or listed in the carrier's schedule as planned stops on the transportation route.
- ! Charter flight with business objectives - is a charter flight for the performance of which the whole capacity of an aircraft is reserved by one individual or legal entity solely for its own needs (without the right to sell the capacity of an aircraft to a third party) with the purpose of transporting passengers and / or freight and is not shared by other freighters. Herewith, the number of passengers carried, can not exceed 15 people, and the cargo - 2 tons.
- ! Charter air transportation - non-scheduled air transportation performed on the basis of a charter (charter) contract, by which the carrier provides the charterer, for a fee , a certain number of seats or the entire capacity of the aircraft for one or more flights for the transportation of passengers, baggage, cargo or mail , indicated by the charterer.

Other terms used in these rules are used in the meaning given in the Air Code of Ukraine.

<b>RULES FOR AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE</b>	<b>CHAPTER II. AREA OF APPLICATION</b>
	<b>II. Area of Application</b>
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## **II. Area of Application.**

### **Chapter 1. General Terms of Transportation**

1. These Rules apply to any international or domestic transportation of passengers or baggage that is performed by an aircraft for a fee or for hire, as well as to air transportations performed by the aircompany chargeless to / from the airports located on the territory of Ukraine.

2. These Rules apply to a passenger traveling on the flight (s) of the aircompany according to the ticket. Determining the aircompany in the ticket as a carrier on a flight is a confirmation of the existence of a contract of transportation on such flight between the aircompany and the passenger indicated on the ticket.

3. All transportation of passengers and baggage specified in paragraph 1 of this chapter is a subject to these Aircompany Regulations, aircompany tariff rates in effect at the date of issuance of the ticket (e-ticket registration), and if such date can not be determined, as of the date of commencement of transportation. When transporting passengers and baggage, the rules, tariffs and fees applicable at the date of ticket registration are used.

4. These Rules, aircompany tariff rates, as amended, can not be applied to the contract of transportation of a passenger and baggage without notifying the passenger about it after the date of issuance of the ticket, except when it may be required by applicable laws, for example, with regard to security flights.

5. The transportation of passengers and baggage concerning which it is impossible to ensure compliance with this Regulation, the aircompany has a right to perform only under the special conditions provided for in chapter 2 of this section.

6. These Rules are not used for the transportation of passengers and baggage performed under exceptional conditions that do not fall under the usual operations and procedures for the organization of transportation of passengers and baggage.

### **Chapter 2. Special Terms of Transportation**

1. If the aircompany has proved and the authorized body in civil aviation affairs has admitted that the provisions of these Rules are practically impossible to fulfill and the general conditions for the transportation of passengers and baggage established by these Regulations can be ensured through the use of alternative means, such body can approve a single operation or a planned serie of several operations for the transportation of passengers and baggage under special conditions. The overall level of quality and safety during such transportation should not be less than the level that would be ensured when all requirements established present Rules are met.

2. The aircompany's rules regarding the use of special tariffs and the transportation of certain categories of passengers and baggage are also special conditions for transportation.

### **III. Ensuring the quality of passenger and baggage transportation**

1. These rules are an integral part of quality ensurance programs for the air transportation of passengers and baggage.
2. The new rules, standards, norms, technical conditions, technologies, instructions, manuals on the air transportation of passengers and baggage shall comply with quality assurance programs.





## **IV. Ticket**

### **Chapter 1. Contract of transportation**

1. Passenger ticket and baggage receipt are a confirmation of the conclusion of the contract of transportation and reflect its conditions. Absence, incorrectness in execution or loss of the ticket and baggage receipt do not affect the validity of the contract of transportation..

2. The ticket confer to the passenger the entitlement to fly on the relevant flight (flights) and obliges the aircompany to carry out the corresponding transportation of the passenger and his baggage, and also to provide other services related to transportation in accordance with the terms of the contract of transportation, except as provided in paragraph 4 of this chapter.

3. The terms of the contract of transportation that are attached to the ticket must not contradict the requirements of the Montreal Convention, the Air Code and these Rules.

4. A person does not have the right to travel on flights if the aircompany or his authorized person declares the ticket as invalid if:

- a person will present a damaged ticket or ticket, to which changes were made not by the aircompany or its authorized sales agent;
- it is established that the ticket was purchased for a fake, stolen or invalid payment card (credit card).
- the person will show a ticket in which there is no flight coupon for the corresponding flight, all other unused flight coupons, and also a passenger coupon;

5. Tickets that are declared invalid due to the fault of the aircompany, in necessity of the passenger in the transportation are subject to reissuance. Tickets that are declared as invalid for reasons beyond the control of the aircompany are subject to withdrawal without reissuance. In all cases, the aircompany or a person representing it's interests draws up an act, a copy of which is provided to the passenger.

6. A person found on board an aircraft without a ticket or with a ticket that the aircompany has declared invalid is to be disembarked from the aircraft.

7. A relevant act shall be drawn up on board passengers without tickets and it is reported to the authorized body for civil aviation matters, to whose competence the control of aviation security is assigned.

8. The passenger is obliged to keep the ticket and other transportation documents before the end of the transportation, and in case of a claim he has - to the time of its solving. The ticket and other transportation documents issued to the passenger must be presented at the first request of the authorized persons of the operator (airport operator, service agent, etc.).

### **Chapter 2. Lost or damaged ticket**

1. In case of loss or damage of the ticket (or its part ) by the passenger, the aircompany can replace such ticket (part of it) by a passenger's request by issuing a duplicate ticket, provided that the passenger signs an agreement to compensate the aircompany for losses in the original ticket cost that the aircompany incurred or may incur using the original ticket by a third party. If the passenger does not sign such an agreement, the aircompany that issues a duplicate ticket has the right to require the passenger to pay its full cost. The aircompany has the right to collect from the passenger fees for the services of making a duplicate ticket, if the loss or damage to the ticket was not due to the negligence of the aircompany (its agent). In case of loss or damage to the ticket of another aircompany, a duplicate ticket is issued only with the written permission of such an aircompany.

2. The aircompany has the right to refuse to the passenger in issuing a duplicate of a ticket if:

- the passenger did not sign the agreement provided for in paragraph 1 of this chapter and refused to pay for the duplicate ticket;
- the passenger demands the issuance of a duplicate ticket at the airport on the day of the flight, if before the flight departure on the flight schedule is less than 3:00 or if the flight is carried out at the hours when the aircompany office that must give agreement does not work.

### **Chapter 3. Prohibition on the ticket transmission**

1. A ticket can be used for transportation of only the person whose name and surname are indicated on the ticket.
2. In order to fulfill paragraph 1 of this chapter, the aircompany has the right to require the passenger to identify himself.

### **Chapter 4. Ticket validity period**

1. The ticket validity period includes:
  - the total ticket validity period;
  - validity period for transportation.
2. The total period of validity of the ticket confers entitlement to the passenger to use the ticket for all operations contemplated in these Rules, including getting a seat for a certain flight and date, refunding the cost of all or part of the unused transportation and other settlements established by these Rules or aircompany fares .
3. The ticket validity period covers the period from the ticketing date until the end of the term, which is permitted for receiving funds for an unused ticket by the rules of application of the aircompany's tariffs.
4. A ticket with a guaranteed departure date entitles the passenger and his baggage to be transported from the designated initial airport, airport of transfer, stopover or return airport, only on the day and the flight specified in the ticket.
5. A ticket with an open date entitles the user for transportation from the corresponding airport only after booking and entering into the ticket ,by the aircompany or its authorized person, the departure date and flight number.
6. A ticket issued at a normal fare is valid for transportation within one year from the date of commencement of transportation, if part of the ticket is used, or from the date of its issuance - if the entire ticket is not used.
7. A ticket issued at a special fare is valid for transportation only up to the date specified in the ticket and on the conditions established by the rules for the application of the aircompany's tariffs.

### **Chapter 5. Prolongation of the ticket validity**

1. The validity of the ticket, irrespective of the type of fare applied, continues, if the aircompany:
  - can not provide a seat on the flight on which the passenger has a confirmed booking; - cancels the flight on which the passenger has a confirmed booking;
  - will pass the agreed stopping place;
  - does not perform the flight within a reasonable time more than the time of the flight departure indicated in the ticket;
  - its actions will result in situation where the passenger will not be able to transfer to another connecting flight on which the passenger has a confirmed booking and which is indicated in the same ticket, where the previous flight is indicated;
  - can not provide service in accordance with the paid service class; in such a case, in the case of the passenger's agreement for the further transportation, the validity period of his ticket must be extended for a period of time until the first flight, which has a place for a passenger with the relevant service class;
  - as well as in case of illness of a passenger or a member of his family, that travels with him on an aircraft, provided for submittal of the following certificate from the health care institution.
2. If the passenger after the start of the air trip can not continue it during the ticket validity period due to illness or other circumstances, the aircompany can extend the validity of such a ticket until the time when the passenger can continue traveling, or until the first flight of the aircompany, which has a place in the paid class of service, after such date and from the place where the air trip was interrupted. The fact of illness or other circumstances should be confirmed by the relevant certificate of the health care institution. In this case, the aircompany may also extend the validity period of the tickets of persons accompanying such a passenger.
3. In the case of the death of a wife (husband) or a member of the family of a passenger who has not started the journey, or if the passenger dies on the route, the validity of the tickets may be extended to the persons accompanying such a passenger, and the period to the minimum stay at the point of the event is extended. The extension of the validity period of tickets must be carried out after obtaining a properly issued death certificate and for a period not exceeding 45 days from the date of death of the passenger.

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When applying these Rules, members of the family of an individual are considered to be his parents and the parents of his husband or wife, his husband or wife, children of such a natural person, or his husband or wife, including children adopted by them, guardians, grandparents, relatives Brothers, sisters, grandchildren and other dependents adjudged juridically.

### **Chapter 6. Sequence of flight coupons**

1. The aircompany accepts flight coupons only sequentially, starting from the first departure airport indicated in the ticket.
2. A ticket in which the passenger violates the sequence of use of flight coupons is recognized as invalid unless it is caused by the fault of the aircompany or its authorized agent (for sale and / or maintenance).
3. Passenger coupon and all unused flight coupons that have not previously been returned to the aircompany remain with the passenger during the journey and must be provided to the aircompany by its request. In case of violation of usage of flight coupons sequence due to the fault of the passenger, the aircompany has the right to deny transportation and refund of the cost of unused flight coupons.
4. If a passenger refuses to be transported on one of the segments of the route, that leads to a violation of the use of flight coupons, and wishes to use other segments of the route or a return flight, the passenger must notify the aircompany and re-issue the ticket.

### **Chapter 7. Service Class**

1. The aircompany must provide the passenger with services according to the paid service class. The aircompany (its sales agent) must inform the passenger when booking and/or issuing about the service that is provided in the appropriate class.
2. The passenger is accepted for transportation in the service class that determined in the flight coupon on the date of the flight and the corresponding flight for which the passenger has a confirmed booking.
3. If the ticket is issued to a passenger without a confirmed booking (reservation status other than OK), the place will be reserved ob the passenger's request upon registration, subject to availability of such place in the paid service class on the relevant flight. If there is not enough time for booking, the passenger can be accepted for transportation without booking.
4. The aircompany has the right, both for technical and commercial reasons, to increase or decrease the service class. In case of lowering the service class, the aircompany must inform the passenger as soon as possible and offer the passenger appropriate compensation, taking into account the provisions of Chapter 5 of Section XVI of these Rules.

### **Chapter 8. Terms and conditions for presenting tickets in order to refund the amounts paid**

1. A ticket can be presented to the aircompany for the refund of the amounts paid for partially or completely unused transportation, if such refund is allowed by the rules for the tariffs application:
  - before the commencement of the transportation, or
  - during the whole period of validity of the ticket for transportation, or
  - within 30 days after expiry of the ticket for transportation validity .
 The aircompany, taking into account the circumstances that made it impossible for a passenger to present a ticket for a return operation, may extend this period.
2. Refunds for unused tickets are carried out in compliance with the rules of application of tariffs established by the aircompany.
3. The expiration of the terms specified in paragraph 1 of this chapter does not deprive the passenger of the right to claim the aircompany in accordance with the provisions of Section XXVIII of these Rules.

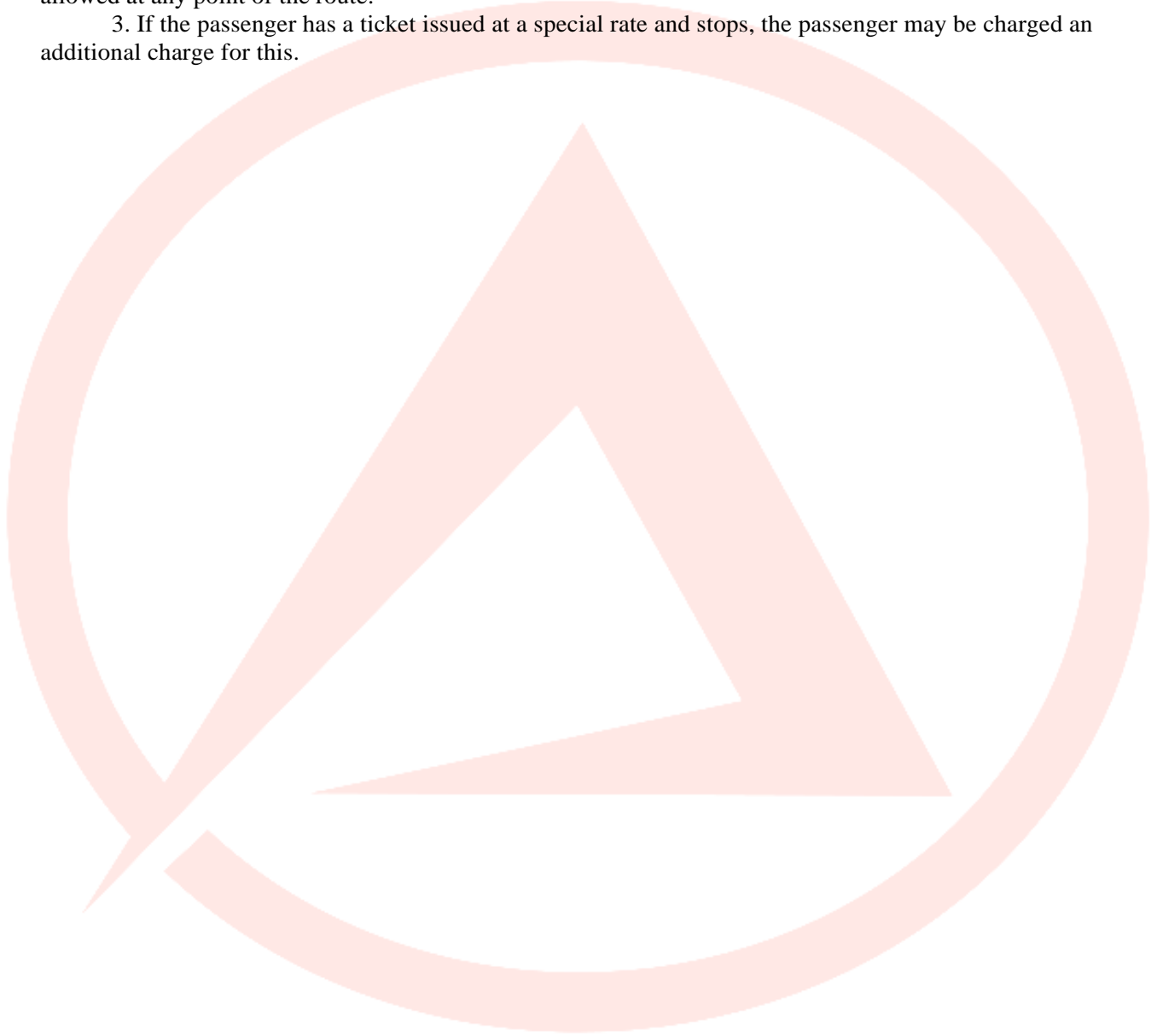
### **Chapter 9. Abbreviations**

1. The name of the aircompany may also be indicated on the ticket in the form of a carrier code (UH).
2. The aircompany (its sales agent or service agent) must peovide the passenger when booking (registration)with the information regarding the full name of the aircompany, which is given in the form of a code in the ticket .

<b>RULES FOR AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE</b>	<b>CHAPTER V. STOP ON THE TRANSPORTATION ROUTE AND STOPOVER COORDINATION</b>
	<b>V. Stop on the transportation route and stopover coordination</b>
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**V. Stop on the transportation route and stopover coordination**

1. Stopping a passenger on the transportation route is permitted if that is previously agreed with the aircompany and indicated in the ticket.
2. If the passenger has a ticket issued at normal rates, stops during the validity period of the ticket are allowed at any point of the route.
3. If the passenger has a ticket issued at a special rate and stops, the passenger may be charged an additional charge for this.



## **VI. Tariffs and fees**

1. Existing tariffs - are specified and published by the aircompany or on behalf of the aircompany (or if not published, calculated according to the aircompany's tariff standards) tariffs for a flight or flights from the place of departure to the destination, indicated on the ticket, being active on the day of payment for the appropriate class of service. Each tariff provides rules for its use, which establish the validity period of the ticket, the conditions for using the tariff and refund for unused part of the transportation, etc. The rules for the tariffs application are approved by the aircompany's head and posted on the website [www.atlasglb.com.ua](http://www.atlasglb.com.ua) and should be available to passengers for inspection.

2. Tariffs do not include transportation services between airport terminals and between airports and city terminals.

3. Airport fees (fees) for the delivery of services to passengers when servicing them at the airport are established and approved in accordance with the current legislation and must be published in a form accessible to users.

4.

4. Airport taxes (fees), fees (taxes) of the aircompany are not included in the tariff, and together with the tariff constitute the overall cost of transportation.

5. Airport taxes, fees of the aircompany, established for the use of any services or equipment, may be included in the cost of transportation or paid separately, submitting a document confirming payment of these services.

6. Tariffs, fees (charges) for air transportation to / from and within Ukraine are published by the aircompany and airports in the ASB / GRS system in a currency approved by the authorized body on civil aviation issues and agreed with the IATA Conference on Tariff Policy Coordination.

7. Payments on the territory of Ukraine for air transportation services are carried out in accordance with the current legislation of Ukraine. The exchange rate is established in accordance with the current legislation of Ukraine.

## **VII. Passengers and baggage transportation reservation.**

### **Chapter 1. Reservation requirements**

1. Reservation of a seat on an aircraft and a conveyance capacity for the transportation of excess baggage for certain flights and dates is prerequisite for the transportation of passengers and baggage in air transport.

2. Automated systems (ASB / GRS) are used for seats reservation. You can reserve seats and tonnage by stationary and mobile communication, Internet, specialized self-service machines and the like. The main condition for the application of such booking methods is displaying of the completed booking in the aircompany reservation system.

3. Booking is performed in time and in the order established by the aircompany, according to the tariff rules. Entering the passenger's passport data is carried in accordance with the current legislation and international treaties of Ukraine.

4. The aircompany or its sales agent shall inform the passenger (his representative) of the deadline for payment and the issuance of tickets and about the possible changes in the flight schedule.

5. While the passenger (his representative) has not paid the full cost of the carriage, the reservation is considered as preliminary and, if necessary, can be canceled with notifying the passenger.

6. In default of payment of the cost of the ordered ticket by the passenger (his representative) within the fixed period determined by the aircompany or its agent, the aircompany (its agent) has the right to cancel the ordered reservation without notifying the passenger about it.

7. If the passenger has not arrived to the flight (for registration or boarding - "No-Show"), for which he has a confirmed booking, and did not inform the aircompany in advance about changes in his trip, the aircompany has the right to cancel the passenger booking for the following segments route of transportation or on a return flight.

### **Chapter 2. Personal data of the passenger**

1. When booking, the passenger offers insights to the aircompany or its sales agent of the necessary information about their personal data and special conditions of transportation. In addition, when booking a passenger is obliged to provide the aircompany or its sales agent with reliable information about their phone number, address and other possible backup contact for timely notification and information to the passenger. In the absence of proper communication with the passenger, documented by the aircompany or telecommunications company, the passenger is responsible for the consequences of late notification and information about changes in traffic.

2. In case if the passenger refuses to provide the information required for booking, no booking is made.

3. Within the limits established by the current legislation of Ukraine and the destination country, the person selling the transportation (aircompany, sales agent) is required to maintain the confidentiality of the passenger's personal data. At the same time, the passenger authorizes the aircompany to store personal data about itself and provide it to the state authorities at their request or to its employees, its agents, other air carriers, providers of additional services for booking or reissuing transport, obtaining additional services, organizing a baggage search system and a warning / determination of fraud with transportation documents, reporting of information assistance regarding entry / exit on the route of transportation, which should be keeping within the law of personal data protection.

4. It is prohibited to insert contact information of the sales agent or an unauthorized person into the booking instead of the contact data of the passenger.

### **Chapter 3. Providing a seat**

1. Reservation of a seat can be either with reserving a certain place for a passenger on board of the aircraft, or without it.
2. The aircompany has the right to change the given place even after boarding the passenger on a board the aircraft for reasons of safety, technical and other reasons.
3. In the case of issuing a ticket with an open date of departure, the seat will be reserved on a general basis if there are available seats on the flight.
4. In case that the passenger has a ticket with an open departure date and requests a seat and if the aircompany does not have such an opportunity, the aircompany or an authorized sales agent must offer the passenger to book for the next flight on which there are available seats.
5. The prior and extra right to receive a seat on a flight by certain categories of citizens is determined in accordance with the current legislation of Ukraine and additions to the list of such persons by an air carrier.  
Prior right to receive a seat on a flight is entitled to:
  - passengers with disabilities (disabled);
  - passengers with children under 5 years of age, as well as persons with two or more children under the age of 12 yearsExtra right to receive a seat on the flight is entitled to:
  - VIP persons,
  - transfer and transit passengers;
  - participants in the loyalty program;
  - disabled war veterans of the 1-3 groups; -
  - the disabled workers of 1-2 groups;
  - war veteran.

### **Chapter 4. Re-booking confirmation**

1. The aircompany has a right to require the passenger to re-confirm the return flight. Flights, which put in place a procedure for confirming the return flight, are established by the aircompany. The passenger must be informed about the need to confirm the return flight..
2. Re-confirmation of the return flight is not required if the return flight is less than 72 hours in advance or the reservation is made less than 72 hours before the scheduled departure time. If the passenger has several segments of the flight route, confirmation is performed for each segment.
3. The aircompany must inform the passenger when and how to re-confirm the booking. Failure of the passenger to meet the aircompany's requirements for re-confirmation of the reservation entitles the aircompany to cancel the unconfirmed booking no earlier than 72 hours before the scheduled departure time.

**VIII. Passenger service**  
**Chapter 1. Passenger service in the airport**

1. The aircompany or service agent must provide passengers at the airport with visual and / or acoustic information about:

- departure time and time of the aircraft arrival;
- place, time of beginning and end of the flight check-in;
- delays or cancellations of the flights and the reasons for delays and cancellations of the flights;
- ways and transit routes between airport terminals or transit between the airports and from the airport to the city
- rules and procedures for preflight and post-flight inspection of passengers and baggage;
- general rules for the meeting the requirements by passengers related to border, customs, immigration, sanitary-epidemiological, veterinary-sanitary, phytosanitary and other types of control in accordance with the applied laws;
- location of the mother's and child's room, law enforcement posts, help desk, medical center, cloakroom and the like;
- places of baggage reclaim and passenger actions in case of delay, damage, destruction of baggage.

2. All announcements made at airports must be performed in the Ukrainian language. At international airports, announcements are additionally performed in English and/or the language of the country from which the flight is being carried out.

3. At the airport, the aircompany or service agent provides:

- passenger registration and baggage check-in for the transportation;
- ground transportation of passengers, their baggage to the place where the aircraft is parked and arranges the boarding of the passengers to the aircraft and baggage unloading;
- organization of passengers boarding from the aircraft and offloading of baggage, their ground transportation to the appropriate terminal of the arrival airport and baggage delivery.

4. The time for the registration of tickets (beginning, end) is established by the aircompany. Registration of passengers and baggage handling for flights at the airport starts 2:00 hours before and ends no earlier than 40 minutes before the scheduled departure time.

5. The time for the end of the passengers boarding in an aircraft is established by the aircompany, but this time can not end earlier than 10 minutes before the scheduled time of departure of the flight, specified in the ticket.

6. The start and end time of registration and boarding in an aircraft must be indicated on the ticket or in another document, provided to the passenger when the ticket is sold.

7. Business class passengers should be served at a separate check-in counter (if this is not possible, registration is carried out in the first place), they must be provided with an invitation to the business waiting room (if available); specified passengers must be transported to / from the aircraft board on a separate bus. The aircompany has the right to grant passengers of a premium class (comfort class) similar services free of charge or to charge a fee for the provision of such services.

**Chapter 2. On-board passengers services**

1. The aircompany provides passengers with a range of services on board the aircraft, depending on the type and arrangement of the aircraft, the duration of the flight, the time of day during which the flight takes place, and the class of service specified in the ticket. The amount of services and the procedure for their provision are determined by the rules of the aircompany.

2. The aircompany on board of the aircraft must provide:



- the equipment of the passenger cabin of the aircraft with technical means and systems for ensuring the safety of passengers, maintaining the appropriate temperature requirements in the cabin, means individual use for passengers (individual lighting, a fan, a table for food, a system of safety harnesses, oxygen and smoke protective masks, etc.);

- maintenance of the proper sanitary and hygienic state of the aircraft cabin;  
- serviceability and completeness of equipment, inventory and facilities for passengers  
- availability of passengers with children seats and the seats places with the possibility of installing tubes for babies;

- the possibility of placing patients on stretchers and people with disabilities;  
- the delivery of services that create comfort and match the duration of the flight.

3. The aircompany on the board of the aircraft must have trained personnel in sufficient quantity to provide services for passengers, including the provision of pre-medical treatment, as well as to ensure flight safety in accordance with the current norms and rules of civil aviation in Ukraine.

4. On the board of the aircraft, the aircompany must arrange the provision of such free services:

- assistance to passengers when boarding or landing to / from the aircraft (finding a place, placing hand baggage, etc.);

- information inquiry support - timely and reliable informing the passengers about the rules of conduct on the board of the aircraft, services, flight conditions, usage of rescue equipment, the location of individual protective equipment and inflatable ladders in the cabin of the aircraft, the location of the main and emergency exits, conditions leaving the aircraft in emergency situations;

- individual service; - the first aid;

- beverage of supplies;

- providing the passengers with hospital linen and service facilities in flight; - providing passengers with periodicals (newspapers, magazines, advertising products);

- music programs broadcastig (if you have the appropriate equipment).

5. Servicing of passengers on board an aircraft can be carried out in the following classes:

- business class;

- economy class.

6. Beverage supply is a mandatory free service. For every hour of flight the minimum norm for providing soft drinks is 100 ml, if there is no food, 150 ml per flight hour. In the period from April 15 to October 14 inclusive, the norm of providing soft drinks increases to 150 ml, if there is no food - 200 ml per flight hour.

7. Hot meals are provided on board of the aircraft in accordance with the rules established by the aircompany. Food and hot drinks may not be provided to the passengers of the aircraft, if the specified condition is established by the rules of the aircompany or the customer of the flight (tour operator) and the passenger is informed of the conditions of service on the board of the aircraft before the conclusion of an air transportation contract or purchasing a package for integrated tourist services.

8. The aircompany can provide the additional comfort services for the passenger in flight. The list of additional services of high comfort, the procedure for their provision and payment are established by the aircompany. The aircompany informs passengers in its chosen way about the additional services.

9. In order to provide first aid in flight, the aircompany must have first-aid kits on the board of the aircraft in the following quantities:

- the number of passenger seats from 0 to 99 - 1 unit,
- the number of passenger seats from 100 to 199 - 2 units,
- the number of passenger seats from 200 to 299 - 3 units,
- the number of passenger seats from 300 and more - 4 units.

10. The aircompany provides wheelchairs for the movement of passengers with disabilities on the board of the aircraft.

11. Before each flight the aircompany provides:

- cleanliness in the passenger cabin of the aircraft, the presence of head restraints on the seats;
- serviceability and completeness of stationary and removable equipment, service facilities and soft equipment;
- availability of beverages, and for flights where meals are provided - meals according to the norms established by the aircompany;
- heating / cooling of the passenger cabin.

12. The Aircompany provides during the whole flight:

- supply of cold and hot water in the buffet/galley and toilets;
- conformity of pressure in the passenger compartment and the speed of its change to the established norms;
- air temperatur in the cabin
- cleanliness and tidyness in the passenger cabin;
- constant monitoring the execution of the rules of conduct on the board of an aircraft by the passengers.

### **Chapter 3. Requirements for the quality of services provided to the passengers on the board of an aircraft, depending on the class of service**

1. Servicing of passengers in the business-class cabin is performed in a separate cabin, which is located in the forebody of the aircraft. The cabin is fitted with the chairs-transformers. The distance between the seats (between the two front legs of the seats) should be at least 78.71 cm (31 inches). The cabin can be equipped with on-board entertainment system or passengers can be provided with an individual touch-screen TV. The layout of a business class cabin depends on the type of aircraft operated. The number of seats in the cabin of the business class depends on the layout of the particular aircraft.

2. Passengers of business class are provided with additional services by specially trained flight attendants, namely:

- an individual set of magazines and newspapers;
- blanket, pillow (regardless of the duration of the flight) - separate toilet;
- a warm wet cloth for hands before eating;
- greater variety of food with the possibility of choosing from several types of food by a passenger;
- alcoholic and soft drinks in assortment.

3. The economy class salon is located behind the business class salon if it is available. Passengers are accommodated in a passenger cabin with standard seats. The distance between the seats (between the two front legs of the seats) should be at least 73.66 cm (29 inches).

4. Provision of services of catering the food to the passengers is carried out with strict deadline managment of the products selling.

5. Providing passengers with soft drinks is carried out 20 minutes before and 25 minutes after the end of nutrition services provision.

6. The basic diet (hot, if it is provided) is offered to passengers 1-1.5 hours after take-off of the aircraft.

7. The temperature of snacks, meals and drinks offered on board an aircraft should be:

- hot dishes - +65/70 degrees Celsius;
- hot drinks - +75 degrees Celsius;
- cold dishes - + 10/14 degrees Celsius;
- snacks - + 10/14 degrees Celsius;
- soft drinks - + 10/14 degrees Celsius.

8. Musical programs are designed to fill the pauses between the texts of mandatory information and create a pleasant sound background in the salons of aircraft. Music programs broadcasting ends at night, except for the use of individual listening systems, 15-20 minutes after meals (when passengers rest) and at the request of passengers (if you feel unwell and for other reasons).

9 Trade in souvenirs, industrial and food products, books, newspapers and the like can be carried on board of the aircraft.

10. All types of recommended (additional) services, if available, are provided without compromising flight safety and compulsory services.

#### **Chapter 4. Safety requirements on board of the aircraft**

1. The aircraft is provided with the necessary set of rescue equipment and means of emergency escape of the passengers in an emergency situation.

2. It is prohibited to take on board of the aircraft packagings, inventory and equipment for which there are no sockets, shelves or special fastenings.

3. The maximum number of persons on the board of the aircraft should not exceed the number of seats provided with seat belts.

4. Before takeoff, landing and in special cases, passengers are required to fasten the seat belts, flight attendants - to check the buttoned position and belt tension of each passenger. Children under two years of age, transported without providing a separate seat, are placed on lap of an adult passenger who must hold them tightly.

5. On each flight flight attendants must:

- timely and correctly inform passengers about the location of emergency equipment and the rules of its use;
- familiarize the passengers with the safety instructions;
- carefully inspect all passenger salons of the aircraft in order to identify foreign matters;
- during the reception and placement of passengers in the aircraft, carefully observe the centering requirements, not allow the placement of bulky items on the baggage shelves and the placement of any things in the aisles, at the entrance door and emergency exits;
- during the flight in the turbulence zone, require passengers to be in seats with seat belts fastened;
- in extreme situations, keep self-control, confidence in their actions and in themselves; the actions of flight attendants should be clear, the voice calm, the words persuasive;
- before landing passengers to the aircraft and getting out of it, check the correct installation of the airstairs;
- before taking off and landing the aircraft, check the correctness of the installation and the reliability of fastening equipment and inventory;
- do not allow the passengers to pass through the cabin during ascending and lowering the aircraft.

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6. The flight baby cots, in case of availability on board of the aircraft, should be installed no earlier than 10-15 minutes after take-off and be removed no later than 20 minutes before the aircraft landing.

7. The aircompany provides security in the cabin, proper and reliable placement of hand baggage, baggage, removable equipment, soft equipment and facilities.



**IX. Transportation of some categories of passengers  
Chapter 1. Transportation of individuals with disabilities or invalids**

1. The passenger is obliged to independently determine the possibility of using aircraft based on his state of health. The aircompany provides important information about the flight in acceptable forms.

2. The aircompany is not responsible for the passenger's health aggravation or other consequences that may occur to the passenger when boarding an aircraft, performing a flight, or after air and ground transportation within the airport due to the passenger's age, mental or physical condition.

3. A passenger whose physical condition raises concern of the aircompany (seriously ill patients, patients on stretchers and others) is allowed for air transportation in case if an appropriate certificate of the health care institution is available, that it is not contraindicated for transportation by air transport, and in some cases also about that, that his illness does not threaten others.

4. Transportation of seriously ill and sick passengers on stretchers can be carried out only accompanied by a person who will cater to the sick during the flight. Transportation of patients on stretchers is carried out with giving a seat (seats) on the aircraft with payment according to the tariff, which is established by the aircompany. The necessary medical qualification of the person accompanying the patient is determined by the relevant medical institution.

5. In cases where a sick passenger can not be transplanted from a stretcher to a seat, the possibility of transporting it on stretchers is determined by agreement between the aircompany and the person accompanying the patient.

6. The aircompany has the right to refuse to transport a sick passenger on stretchers in the absence of conditions (special equipment) on an aircraft that are necessary for the transportation of such a patient.

7. The request for assistance during the transportation of a sick passenger must be sent to the aircompany:

- for the patient, who is transported on stretchers, - no later than 72 hours before the flight dispatch. The aircompany must reply at least 36 hours before the flight dispatch;
- for other patients with disabilities - no later than 48 hours before the flight dispatch. The aircompany must reply at least 24 hours before the flight dispatch and notify the sales agent who made the reservation and request for appropriate services, as well as to notify the airports of departure, destination and transit. If the event that led to the loss of mobility occurred less than 24 hours before departure, the issue of the possibility of transportation is resolved promptly by phone numbers posted on the aircompany's website.

8. Blind and deaf passengers accompanied by a guide dog are placed in places where there is enough space for the dog, with following of safety instructions, near the emergency exit. The guide dog is transported for free.

9. Passengers with disabilities are placed near the emergency exit of the aircraft in such a way that they do not interfere the rapid evacuation of passengers from the aircraft. The aircompany should provide assistance to such passengers in moving to the toilet as needed.

10. The Aircompany takes the necessary measures to ensure that disabled persons and persons with disabilities can:

- report about their arrival to the airport and request assistance at certain spots within and outside the airport terminal buildings;
- to move from a certain spot to the reception desk;
- to take and register baggage;

- move from the check-in desk to the aircraft with the compliance with immigration, customs and other procedures;
- boarding an aircraft using an elevator, on a special wheelchair or other means;
- to move from the aircraft door to the certain spot; - store and retrieve hand baggage in the salon;
- to move from his seat to the doors of the aircraft;
- to disembark from the aircraft by means of an elevator, a special wheelchair or other means;
- to move from the aircraft to the baggage claim area and receive baggage with the compliance of immigration and customs procedures;
- to move from the baggage claim hall to a certain control point;
- in the case of a transfer, move to a connecting flight with assistance on the ground and in the air and, if necessary, within and between the terminals of the airport;
- if necessary, move to the toilet and medical station;
- receive information necessary for the flight in acceptable forms;
- to temporarily replace damaged or lost mobile means on a similar basis.

11. If a person with a disability or an invalid is assisted by a person who accompanies him, then such person, at his request, is allowed to render the necessary assistance at the airport and during landing and disembarkation from the aircraft. The aircompany provides (if possible) the provision of such seat to the person with a disability or an invalid.

12. The air company must ensure the transportation of up to two units of the means of transportation to a invalid or a person with disabilities, including electric wheelchairs (subject to advanced warning for 48 hours and taking into account possible space limitations on the board of an aircraft and in accordance with the legislation on dangerous goods)..

## **Chapter 2. Transportation of children and pregnant women**

1. Children are listed as infants (INF) who are less than 2 years old on the date of the flight departure, and children (CHD), who on the date of flight departure were 2 years old , but under 12 years old.

2. Infants (INF) are transported without providing a separate place, and children (CHD) - on a separate place.

3. Children can be transported accompanied or unaccompanied by an adult passenger, subject to providing the requirements listed in paragraphs 4-7 of this chapter.

4. In the category "unaccompanied child", children between the ages of 5 and 14 years with domestic transportation and children aged 5 to 16 years with international transportation must be registered.

5. Children traveling unaccompanied shall be accepted for transportation after the parents or tutors execute the relevant documents and payment for the service, established by the aircompany.

6. The age of the child is determined on the date of commencement of transportation from the departure airport specified in the transportation document.

7 Every adult passenger has the right to carry only one infant with him without providing a separate seat. At the same time, one adult passenger is allowed to carry with him no more than two infants - one without a separate seat, and the other in a separate place, paying for such transportation at the tariffs set for the transportation of children aged 2 to 12 years by the aircompany. The infant, for whom a separate place was paid, should be transported in a car seat for children transportation, certified for use in air transport. In the event that the passenger does not have such an automobile seat and if the specified conditions are not met, the aircompany has the right to refuse to transport the baby in a separate place.

8. Pregnant women can be accepted for air transportation upon condition that they do not exceed 35 weeks of gestation and, in case of multiple pregnancies, 32 weeks, provided that they are in a satisfactory state of health, which must be confirmed by a relevant health care institution reference on the date pregnancy and state of health.

9. Providing medical certificate to the Aircompany may be required at any period of pregnancy if the representative of the aircompany has a doubt about the gestational age or the period of expected births, or if the pregnancy shows signs of complications or the woman's health is unsatisfying. In any case, if the gestation period is 28 or more weeks, pregnant women can be accepted for air transportation only if there is an appropriate certificate from the health facility about the period of pregnancy and the state of health. The certificate must be issued by the health care institution not earlier than 7 days before the start date of the shipment from the departure airport.

10. Passengers with children under 2 years of age are provided with places equipped with an additional oxygen mask.

11. It is not allowed to transport women in labor and newborns during the first 7 days after childbearing.

### **Chapter 3. Transportation of deported and inadmissible passengers**

1. The aircompany is NOT responsible for the refusal of the state authorities to grant the passenger permission to enter the country.

2. The passenger must, at the request of the aircompany or from the state authorities, return to the point of departure or other place due to the refusal of the country of destination to accept such a passenger, irrespective of whether this country is the destination or transit place, and to pay the corresponding cost of the transportation in the opposite direction.

3. The Aircompany may use any funds, for the payment of such transportation, from the amounts previously paid to it by the passenger for the unfulfilled transportation left at his disposal or from any other means of the passenger that are at the disposal of the aircompany.

4. The cost of the ticket for the transportation of deported persons is paid by the state authorities of the country that has decided to deport such persons to the country to which the deportation takes place.

5. Aircompanys should be provided with all information on the presence on the voyage of potentially dangerous passengers, who perform a flight in a compulsory manner, before the start of transportation. When transporting persons in custody on an aircraft, corresponding records must be made in the flights documents.

6. The Aircompany has the right to deny in transportation of deported persons in accordance with paragraph 1 of Section XI of these Rules if the documents necessary for transportation are not available or there are strong grounds for believing that deportees may constitute life- or health-threatening situation for other passengers or cause damage to flight safety.

7. It is prohibited to deny transportation of potentially dangerous passengers for reasons of substitution or changing the configuration of an aircraft and such.

8. Deported persons are transported only in the economy class of the aircraft cabin. In the case of tickets resale, it is prohibited to upgrade the class of service for this category of passengers.

9. On board aircraft delivery and boarding of these categories of passengers on board the aircraft is carried out before the general boarding of passengers, disembarkation is carried out after the landing all of other passengers of the flight.

10. It is prohibited to serve these categories of passengers with alcoholic beverages and provide them with metal cutlery and hot meals.

11. Seats for these categories of passengers are provided only at the tail end of the passenger cabin of the aircraft. If possible, potentially dangerous passengers should be separated from other passengers by one or more rows of free seats.

12. Potentially dangerous passengers are not accepted for the transportation according to the decision of the aircompany..

13. Deported persons are accepted by an air carrier only for direct air transportation provided that:

- the relevant state authority that performs the deportation (departure) reported and gave the aircompany sufficient information (flight number, number of deportees, reasons for deportation, availability among deported persons who were brought to criminal responsibility, the presence of infectious patients and the mentally ill and the list of officials accompanying these deportees) about the deported persons, not less than 24 hours before the flight;

- there are all the necessary documents for acceptance for the transportation of such person.

14. Deported persons are accepted for transfer air transportation assuming that:

- booking of transportation is confirmed on all sections of the transfer route;  
- the transfer is not connected with the transfer / relocation of deportees to another terminal or airport;  
- the transfer is not connected with an overnight stop at the transfer point, the minimum time for the flights connecting can not be less than it is presumed for this airport, and should additionally take into account the time for transportation and accommodation of such persons at the transfer point to another flight.

15. Dividing the deported families during the transportation is prohibited. In case of transportation the large deported families, the exceeding the maximum number of civil deportees on one flight is allowed.

16. Persons in custody shall be accepted for transportation in an amount not more than one person on a flight accompanied by at least two escorts (authorized persons of the relevant state body).



### **X. Passengers and baggage registration**

1. For the transportation of passengers and baggage check-in, the aircompany or service agent under the contract of transportation provides passenger and baggage registration using automated dispatch control systems (DCS).

2. A passenger is allowed for the transportation if a ticket issued in a proper manner and a passenger identification document are available.

3. Passengers registration and baggage check-in at the airport ends no earlier than 40 minutes before the scheduled departure time. The check-in time limit for registration on the aircompany's website must be set taking into account the time necessary for the passengers' and baggage arrival to the of departure airport boarding on the the aircraft and for passing administrative formalities and requirements related to border, customs, sanitary-quarantine, veterinary, phytosanitary and other types of control in accordance with the legislation of Ukraine.

4. In order to comply with the formalities related to the dispatch procedure, the passenger must arrive at the place of the aircompany's check-in with the necessary travel documents no later than the time determined by the aircompany (its sales agent). If the passenger arrives at the place of registration and the check point after the registration is over or arrives without the necessary travel documents, the aircompany can cancel the booking and is not obliged to delay the flight.

5. Passenger registration and baggage check-in are performed grounds of a ticket and passenger's identity document, namely: for Ukrainian citizens - the passport of a citizen of Ukraine (for traveling abroad and returning to Ukraine - the passport of a citizen of Ukraine for traveling abroad), the travel document of the child; diplomatic passport of Ukraine, service passport of Ukraine, seaman's identity document, crew member's certificate; for a foreigner and stateless persons residing in Ukraine, is a foreigner's passport document, a residence permit.

6. The aircompany is obliged to verify the documents of the passenger and in the absence of suitably issued visas for entry (transit) or documents required for the trip, to suspend the person from the flight. In this case, the refusal of the flight will be considered voluntary.

7. Upon check-in, the passenger is provided with a boarding pass for the flight, indicating his surname and name, IATA code or ICAO code of the aircompany, flight number, date and time of departure, end time for boarding, boarding number and seat number in the cabin of the aircraft.

8. The landing time limit in an aircraft depends on the circumstances of the flight departure and is established by the aircompany, about what passengers are informed directly at the departure airport. In spite of the means to provide the passengers' boarding on an aircraft (transportation by bus, telescopic ladder or hose, etc.) and the location of aircraft parking, the end time for passengers to board an aircraft can not end later than 10 minutes before the time of departure. In case of late arrival of a passenger for boarding an aircraft, the aircompany has the right not to accept such a passenger for transportation and is not obliged to delay the flight. In case of late arrival of the passenger or non-arrival for boarding in an aircraft, it is considered that the passenger voluntarily deny the flight, except in cases when it was caused by the fault of the aircompany or the ground serviceman.

9. During passenger registration and baggage registration, the passenger is obliged to present for weighing all the baggage that is provided for transportation, except for the things specified in clause 3 of Chapter 2 of Section XII of these Rules.

10. The aircompany or its service agent is obliged to put in the baggage-check of the ticket the amount and weight of baggage accepted for transportation and issue a detachable identification baggage tag on the checked baggage. If a passenger has a ticket in electronic form, information about the number and weight of baggage is indicated in the registration system and on the "itinerary / receipt".

11. A special warning baggage tag without a number is attached to the identification baggage tag to indicate special conditions for the transportation of checked baggage. To the things that will be during the flight with the passenger in the cabin of the aircraft and which are authorized for transportation in accordance with Section XII of these Regulations, a special tag without the number "Cabin" ("Aircraft Salon") is attached.

12. After the registration and baggage check-in, the aircompany is responsible for the integrity of checked baggage.

13. For transportation of the baggage that exceeds the free baggage allowance established by the aircompany, a fee, at the rate established by the aircompany, is charged. The payment for the transportation of such baggage is issued by a receipt for the payment of excess baggage or a warrant of various charges (WVC).

<b>RULES FOR AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE</b>	<b>CHAPTER XI. REJECTION OF PASSENGER AND BAGGAGE TRANSPORTATION FOR FLIGHT</b>
	<b>XI. Rejection of passenger and baggage transportation for flight safety</b>
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### **XI. Rejection of passenger and baggage transportation for flight safety**

1. The Aircompany has the right in transportation rejection at any stage of the transportation, cancel booking or withdraw the passenger from the aircraft, if such action is necessary:

- due to the need to comply with applicable laws of the country of departure, arrival or transit;
- at the request of the relevant government bodies of Ukraine.

2. In order to ensure flight safety, the aircompany has the right to refuse in transportation at any stage of the transportation, cancel the reservation or withdraw the passenger from the aircraft on the basis of its own reasoned decisions if:

- the passenger's mental or physical health gives reason to believe that such a passenger requires special assistance from the aircompany that has not been ordered or that the aircompany can not provide under certain circumstances, will cause discomfort to other passengers, will lead to any risk to themselves or other passengers or the property of passengers and aircompany;

- the passenger has not complied with the aircompany's instructions relating to the safety of the flight, the quality and comfort of passenger transportation, creates inconvenience for the of other passengers transportation , and this is the reason why the aircompany can not fulfill obligations to passengers on the board the aircraft;

- the passenger behaves in such a way that his behavior raises doubts about the proper safety of the flight during transportation, in particular demonstrates aggressive behavior with threats to other passengers, aircompany employees and the crew of the aircraft;

- the passenger refused to pass the check, which is performed by the security officers of the aircompany, airport or the relevant state authorities;

- the passenger may constitute a danger or already constitutes danger to other passengers (baggage, cargo) or aircraft;

- the passenger did not pay the appropriate fare or fees (fees), which must be paid;

- the passenger did not show documents, necessary for travel;

- the passenger attempts to enter the country without a valid travel document;

- the passenger has damaged the ticket during the trip, or other documents proving the identity;

- the passenger has previously committed one of the listed above actions or violations and there are factors that such behavior may recur;

- the ticket presented by the passenger is not valid for transportation (in this case the aircompany has the right to withdraw this ticket, declare it invalid and refuse to return its value); purchased from a person who is not an aircompany or its agent (in which case the aircompany has the right to withdraw this ticket, declare it invalid and refuse to return its value); was declared lost, stolen, invalid, has fakes (in this case the aircompany has the right to withdraw this ticket, declare it invalid and refuse to return its value); has a flight coupon that has been corrected by someone other than the aircompany or its sales agent, or was damaged (in which case the aircompany has the right to withdraw this ticket, declare it invalid and, if there are grounds for making a copy of the ticket); has the first unused flight coupon, and the passenger begins his trip at any other stopping place on the route of transportation on the new tariffs regulated by the aircompany's tariffs (the aircompany has the right to withdraw this ticket, declare it invalid and return its value in accordance with paragraph 3 of chapter 2 of Section XIX of these Rules);

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- the person who presented the ticket can not identify itself as the person indicated in the ticket (in this case the aircompany has the right to withdraw such ticket, declare it invalid and refuse to return its cost);

- the passenger is in a state of alcoholic or narcotic intoxication.

In all cases of ticket withdrawal , the aircompany compiles the corresponding act, the original of which is provided to the passenger, and the copy remains with the aircompany.

3. In case the passenger has been refused in transportation or further transportation for the reasons specified in clause 2 of this section, the aircompany has the right to inform the passenger in writing form that he can not transport the passenger on his flights, at any time after the date of notification.

4. A passenger who was denied in transportation or further transportation for the reasons specified in article 1 of this section has the right to refund the money paid by him according to articles 1 and 2 of chapter 2 of section XIX of these Rules.

5. Пасажир, якому відмовлено в перевезенні або у подальшому перевезенні з причин, визначених у пункті 2 цього розділу, має право на добровільне повернення сплачених ним коштів згідно з пунктом 3 глави 2 розділу XIX цих Правил.

6. In the event of an unreasonable delay of a passenger related to passing control to ensure the safety of civil aviation, the aircompany must ensure that he is sent on the next flight. If the passenger refused to fly due to delays with the procedure for such control, the aircompany is obliged at the request of the passenger to fully refund the cost of the ticket or the unused portion thereof.

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## **XII. Baggage**

### **Chapter 1. Requirements for the transportation of baggage**

1. For transportation of baggage the Aircompany applies a weight concept (baggage weight concept).
2. The passenger's baggage is accepted for transportation upon its registration at the departure airport, transfer airport, stop airport or at another check-in point.
3. Passenger's items, depending on their size, weight and features, can be carried as checked baggage or unchecked baggage (cabin baggage).
4. As checked baggage, baggage items weighing not more than 32 kg can be carried, regardless of the class of service of the passenger. The sum of the three dimensions of the individual piece of baggage (length, width, height) should not exceed 158 cm (62 inches). By prior agreement with the aircompany, baggage items with large sizes and weights can be accepted for transportation. Baggage, does not meet the specified requirements, must be issued by the passenger for transportation as a cargo. Exception: one wheelchair necessary for a passenger to travel can be carried as a checked baggage regardless of its size and weight.
5. Information about the maximum weight and dimensions of baggage accepted by the aircompany for transportation without additional payment depending on the class of service and the direction of transportation is noted in the aircompany's own rules and in the contract of transportation provided to the passenger.
6. The aircompany is obliged to take measures for the transportation of checked baggage on the same aircraft on which the passenger is transported and especially if in accordance with the laws where a passenger is required during the customs procedures of checked baggage. When carrying checked baggage on another aircraft, the aircompany is obliged to take measures to deliver the baggage to the passenger at the shortest time or, in agreement with the passenger, to compensate the passenger's transportation costs associated with obtaining such baggage, according to the aircompany's rules.
7. After acceptance of baggage for transportation by the aircompany, this baggage is transferred under the responsibility of the aircompany, which is confirmed by the coupon identification bag issued to the passenger and the baggage receipt by the number and weight of the seats that are accepted for transportation. From the moment of baggage transportation under the responsibility of the aircompany until its issuance, the passenger's access to registered baggage is prohibited, except for cases of identification or additional inspection by the relevant authorized services.

### **Chapter 2. Norms of free transportation of baggage**

1. A passenger has the right to carry his or her baggage without additional payment within the limits established by the aircompany.
2. The norms of free transportation of checked baggage are established by the aircompany depending on the class of service and the flight zone and can not be less than:
  - 2.1. For regular flights:
    - 2.1.1 During international transportation:
      - for each adult passenger or child (CHD) - 20 kg (44 pounds) with the dimensions of each individual place (total length, width, height) 158 cm (62 inches) for economy class and 40 kg (88 lbs.) with the dimensions of each individual places (the sum of length, width, height) 158 cm (62 inches) for business class;
    - 2.1.2 During domestic transportation:
      - for each adult passenger or child (CHD) - 15 kg (33 pounds) with the dimensions of each individual place (total length, width, height) 158 cm (62 inches) for economy class and 30 kg (66 lbs.) with the dimensions of each individual places (the sum of length, width, height) 158 cm (62 inches) for business class;

2.2. For non-scheduled (charter) flights:

- depending on the contract of transportation with the charterer but in any case, not less: for each adult passenger or child (CHD) - 20 kg (44 lbs.) with the dimensions of each individual place (sum of length, width, height) 158 cm (62 inches) for economy class and 30 kg (66 lbs.) with dimensions for each individual seat (total length, width, height) 158 cm (62 in.) for business class

2.3. A child under 2 years of age has the right to carry one piece of baggage weighing up to 10 kg (22 lb) free, the size of which, for a total of three measurements, does not exceed 115 cm (45 inches).

3. A passenger has the right to transport items free of charge in excess of the free baggage allowance, which he holds with him and did not put in baggage, in particular a ladies' and men's bags, a folder for papers, a coat or a raincoat, a jacket, an umbrella or a cane, printed publications for reading during the flight, meals for the child, necessary during the flight, a children's cradle (if there is a baby under the age of 1 year), a stroller, a wheelchair (if there is a confirmation of the need to use a wheelchair appropriate health care institution) and / or crutches. The total weight of objects, with the exception of a wheelchair, should not exceed 5 kg.

4. The Aircompany has the right to expand the list and total weight of items carried free of charge in excess of the free baggage allowance.

5. The norms of free baggage allowance do not apply to:

- passenger's items regardless of their name, the dimensions of which do not correspond to the dimensions specified in paragraph 2 of this chapter;

- passenger's things, that are not in suitcases, bags, boxes, regardless of their name, purpose and weight;

- TV sets, tape recorders, radios with a weight of one place above 10 kg;

- flowers, plant seedlings, food greens, dried plants, branches of trees and bushes with a total weight of more than 5 kg;

- correspondence, which is accompanied by a courier;

- animals (domestic or wild), birds, bees and other animals, except for the guide dog, accompanying the blind.

6. The Aircompany has the right to expand the list of things that are not included in the list norms of free baggage allowance

### **Chapter 3. Declared baggage value**

1. The passenger has the right to declare the value of his checked baggage.

2. The value of checked baggage is declared for each piece of baggage separately. In the case of a statement of the value of the baggage, the passenger must pay the tariff established by the aircompany.

3. In order to confirm the payment for the transportation of baggage with the declared value, the aircompany or an authorized sales agent issues an order of different charges or a receipt for the payment of overtime baggage, which indicates the points between which the passenger declared the transportation with the declared value.

4. The conditions for acceptance the baggage with declared value for transportation and the cost of such service are established by the aircompany. If he baggage with the declared value is lost, the liability of the aircompany is limited to its declared value, unless the aircompany proves that the amount required by the passenger exceeds the passenger's actual interest in the delivery of baggage.

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#### **Chapter 4. Group transportation of baggage**

1. Passengers traveling in group, on their request, have the right, and the aircompany is obliged to apply to these passengers the amount of free baggage allowance. The group norm of free transportation is also applied to passengers - members of the same family.

2. The association concerns only the norms of free baggage allowance. Baggage must be issued for each passenger separately. The combination of baggage of a group of passengers concerns only the combined norm of free baggage allowance for each passenger. Group baggage can be issued for one person authorized by all passengers, is a part of a group of these passengers. At the same time, the number of seats and the weight of its baggage must be indicated in the transport documents of each passenger.

**Chapter 5. Requirements for baggage wrapping**

1. Each piece of baggage must be in good wrapping, which would ensure its safety during transportation and handling and processing, and would make impossible the damage to passengers, crew members, third parties, aircraft, baggage of other passengers or other property, and also exclude free / inadvertent access to lining of the baggage of unauthorized persons. Baggage that does not comply with the conditions of this paragraph, it is not accepted for transportation.

The correctness and conformity of the baggage packing are determined by the aircompany..

2. Baggage that has external damages that do not affect its integrity during transportation and handling and can not cause harm to passengers, crew members, third parties, aircraft, baggage of other passengers or other property, may be accepted for transportation as checked baggage with the consent of the aircompany. In this case, the presence and type of damage to the baggage must be checked in the baggage receipt (tag) by the aircompany or its service agent, which must be confirmed by the passenger himself.

3. The aircompany has the right to require of the passenger to additionally pack the baggage.

**Chapter 6. Limitations on acceptance for transportation of things as baggage**

1 Things that are forbidden to transport as baggage:

- goods, objects, liquids and other substances that may create a significant risk to the health of passengers, flight safety or property of the aircompany or other passengers during transportation, in particular explosive, compressed gases, materials that cause corrosion, oxidants, radioactive materials, magnets, flammable materials, poisonous, harmful or irritating substances, as well as any other items and substances as defined in the "Technical Instructions for the Safe Transport of Dangerous Goods by Air" (ICAO, Doc 9284- AN / 905) as, prohibited for transportation in passenger aircraft;

- goods, articles and medicines, the transportation of which is prohibited by the laws in any country from whose territory the territory of which or through which the flight will be carried out;

- goods that are not suitable for transportation by their nature, weight, size, shape or smell

- live animals and birds, except as provided for in Chapter 2 of Section XIII of these Regulations.

2. The aircompany does not have the responsibility for fragile or perishable things, money, keys, jewelry, electronic equipment, photo and video equipment, computer equipment, data storage devices, precious and semiprecious metals and stones, as well as products made of them, antiques, works of art, technical documentation, business documents, securities, valuable goods, medicines, medical documents, identity documents, samples, unique or unexpendable things, other valuable items. These things should be carried under the responsibility of the passenger as cabin baggage or at the discretion of the passenger as checked baggage or cargo.

3. Things that can be accepted for transportation as checked baggage or as cargo upon the prior agreement with the Aircompany (at least 24 hours before departure): firearms, ammunition and weapons, including antique firearms and bladed weapons, cutting and stabbing objects.

Such things should be checked by authorized competent persons, properly packed and must be transported with the registration of the relevant documents certifying the right to export / import and transit to the countries of destination. Ensuring performance of this procedure is the responsibility of the passenger. Objects and substances prohibited for transportation by passengers and crew members of civil aviation aircraft are determined by the aviation regulations of Ukraine.

4. The passenger has the right to include in his checked baggage his household items, alcoholic beverages, non-radioactive items of medical supplies and things for toilet and essentials, including containers with medical aerosols and other things and substances that are allowed for transportation in limited quantities in accordance with the " Technical Instructions for the Safe Transport of Dangerous Goods by Air "(ICAO, Doc 9284-AN / 905) and in the amount authorized by the relevant regulatory authorities.



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### **Chapter 7. Right to not accept the baggage for transportation**

1. The aircompany has the right to not accept baggage as registered if it is not properly packed in suitcases with locks or other appropriate containers ensuring safe transportation of baggage and its handling using conventional cargo handling facilities.

2. The Aircompany has the right to deny in transportation and further transportation as baggage things specified in paragraphs 1 and 2 of Chapter 6 of this section, after it comes to the conclusion on the basis of relevant documents that such things contain any prohibited materials or items. The aircompany is not required to be responsible for goods or items that it refused to accept for transportation as baggage.

3. The Aircompany may, at the request of the passenger, carry items specified in paragraphs 1 and 2 of Chapter 6 of this section as unaccompanied baggage (cargo), subject to the requirements of Chapter 11 of this section.

4. The checked baggage of the passenger, who did not come on boarding the aircraft, is subject to mandatory unloading from the aircraft.

### **Chapter 8. Right of inspection**

1. In order to ensure the safety of the flight and to track the things specified in paragraphs 1 and 2 of Chapter 6 of this section, the aircompany has the right to require the passenger to take the security control that is performed by the aviation security services of the aircompany, airport and provide baggage for inspection, and also has the right to inspect or arrange a baggage check in the absence of a passenger. If the passenger does not wish to fulfill such a requirement, the aircompany may refuse to transport the passenger (baggage).

2. The aircompany is not liable for the damage caused to the passenger or his baggage in the event of detection during X-ray or other scanning of items prohibited for transportation, except for the cases of aircompany negligence.

### **Chapter 9. Baggage excess**

1. Excessed, oversized baggage and baggage weighing over 32 kg (for one seat) is accepted for transportation only with the consent of the aircompany and if there is free aircraft capacity on the board, and if the passenger pays for the transportation of such baggage, unless the transportation of such baggage has already been previously agreed with the aircompany and paid for.

2. The transportation of baggage in excess of the maximum amount of baggage allowed by the aircompany must be paid by the passenger. The aircompany (its sales agent and / or service agent) must provide information about such payment to the passenger at the time of registration (booking).

### **Chapter 10. Payment for transportation of the baggage in excess of free-of-charge**

1. The transportation of baggage in excess of the amount of free transportation must be paid by the passenger according to the tariff, established by the aircompany for the payment of baggage excess, that is valid on the day of issuing a warrant of different charges or receipts for overtime baggage payment and the date of departure according to the ticket. Such payment can be made in advance with the consent of the aircompany - when issuing a ticket or at the airport before the registration.

2. If at the point of departure the passenger has presented for transportation the baggage in less quantity than the one that was prepaid, the difference in payment between the paid and actual weight of the baggage is returned to the passenger. If, at the point of departure, the passenger presented for transportation the baggage in a larger quantity than that which was prepaid, then such baggage is accepted for transportation after an appropriate surcharge.

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3. In case of overloading the aircraft or in the absence of free tonnage, the aircompany, having informed the passenger about it, has the right to send baggage with the next flight or flight of another aircompany. The aircompany individually determines the baggage that will be transported by the next flight.

4. The aircompany has the right to refuse in transportation of baggage due to non-payment by the passenger of the tariffs and charges established by the aircompany.

### **Chapter 11. Unaccompanied baggage**

1. At the request of the passenger and with the consent of the aircompany, baggage can be issued as unaccompanied baggage.

2. Unaccompanied baggage is accepted for transportation between the same points between which the passenger travels, according to the ticket and only after the customs clearance of the baggage by the passenger himself.

3. The transportation of unaccompanied baggage is issued by air waybill, carried out according to the rules of air cargo transportation approved by the aircompany, and paid according to the tariffs for the transportation of goods established by the aircompany.

### **Chapter 12. Cabin baggage**

1. Things, that have the weight and dimensions established by the aircompany, the weight should not exceed 8 kg, the maximum dimensions of hand baggage are 56x45x25 cm and which allow them to be safely placed in the cabin of the aircraft on the baggage racks or under the seat of the chair, are accepted as carry-on baggage. It is forbidden to place hand baggage and goods authorized for transportation in all the aisles of the aircraft.

2. Things that do not meet the aircompany's requirements for the size and weight of cabin baggage or that are not allowed to be carried in the passenger cabin of an aircraft can be considered and processed as checked baggage.

3. Cabin baggage should not contain stabbing and cutting objects: knives, scissors, needles, spokes and other sharp and cutting objects. It is also forbidden to bring into the aircraft in hand baggage any liquids, suspensions, creams, pastes with a capacity of more than 100 ml (grams) in one bottle (tube). The total amount of these substances in hand baggage, packed in containers of up to 100 ml (grams), should not exceed 1 liter (kg) per passenger. Objects and substances prohibited for transportation in the passenger compartment, but authorized for transportation in baggage, are determined by the aviation regulations of Ukraine.

4. During the entire transportation hand baggage is the responsibility of the passenger.

**XIII. Transportation of certain baggage categories**

**Chapter 1. Transportation of baggage in the cabin of an aircraft**

1. With the consent of the aircompany, the passenger's baggage (things) may be transported in the cabin of the aircraft, requiring special measures for transportation or specific processing conditions (brittle, fragile, and perishable goods, film cameras, tele-, radio-, video equipment, instrument samples, musical instruments, electronic and optical instruments, etc.).

2. Things the passenger considers unsuitable for transportation in the cargo compartment of the aircraft are accepted for transportation in the passenger cabin only upon prior agreement with the aircompany. Transportation of such things is paid by the passenger in accordance with the rules of the aircompany and depending on the number of passenger seats necessary for its transportation.

3. The weight of one non-standard piece of baggage carried in the cabin of an aircraft should not exceed 80 kg, and its dimensions should allow the baggage to be placed on a separate (separate) passenger seat. Wrapping of the baggage transported in the cabin of an aircraft must ensure its proper attachment to the passenger seat (s) and meet the sanitary standards.

4. The delivery to the aircraft of the baggage that shall be carried in the cabin of the aircraft, its loading, accommodation in the cabin of the aircraft, unloading and transportation within the terminals of the airport shall be carried out by the passenger or for his pre-order and payment for these services to the appropriate airport services.

**Chapter 2. Transportation of animals (birds)**

1. Transportation of dogs, cats, birds and other domestic animals must be performed subject to obtaining permission from the aircompany when booking, before the start of transportation. Animals must be properly housed in containers / cages and have valid vaccination certificates and health certificates, permits to enter the country of destination or transit. Animals should be clean, neat and do not have an unpleasant odor. The aircompany has the right to determine the way of transportation and to limit the number of animals allowed to be carried on one flight.

2. Transportation of animals along with the container and food accepted as checked baggage and should be paid as an additional service for which the passenger must pay the appropriate tariff established by the aircompany.

3. Service dogs (guide dogs) that assist public servants, rescue teams or blind / deaf passengers and accompanying such passengers are transported free of charge along with containers and food for their meals.

4. In the passenger cabin of an aircraft, it is permitted to transport:  
 - service dogs, accompanied by a cynologist; guide dogs for blind and deaf passengers, provided that the animals wear a collar and a muzzle. A service dog, a guide dog should be at feet of a passenger / cynologist;

- small animals, the mass of which, together with the means of transport, does not exceed 8 kg. Bird cells should be covered with dense light-tight material;

- for the transportation of animals, the owner (the sender) uses the means of transportation whose design provides air access, the bottom is waterproof, covered with adsorbent material, the doors are locked. When transporting an animal in the passenger cabin of an aircraft, the size of the container for transport should not exceed 45 x 35 x 23 centimeters;

- a container with live animals during air transport must be placed under the seat. You can not place a container with a live animal on the shelves for baggage or on a separate passenger seat. On the flights of the aircompany is allowed to carry no more than 6 containers with living room animals.

5. Animals, whose mass with the means of transportation exceeds 8 kg, are not accepted for transportation (except guide dogs).

6. Animals, whose mass with the means of transportation exceeds 8 kg, are not accepted for transportation (except guide dogs).

7. In the event that the passenger fails to comply with the conditions of paragraphs 1-6 of this chapter, the aircompany has the right, while registering the passenger at his own discretion, to make a final decision on the refusal of transportation of the animals (birds).

8. Additional conditions for transportation of animals are determined by IATA Resolution N620 "Live Animals Regulations", as well as by the legislation of the country of destination and transit.

### **XIV. Flight Shedule**

1. Regular flights are performed in accordance with the flight schedule of aircrafts compiled by the aircompany, published in the ASB / PDS and posted on the carrier's website [www.atlasglb.com.ua](http://www.atlasglb.com.ua). If desired, the aircompany may issue an advertising schedule for public informing.

The aircompany, by posting data in the CRS / VCP, guarantees that the information posted in it or provided for placement in other automated systems is accurate, valid and comprehensive.

2. The aircompany is not liable for errors and omissions in traffic schedules or other published flight schedules of other aircompanys.

3. Ground handling entities and / or airport operators are entitled to issue a combined timetable for all air carriers that fly to / from the airport.

4. The time of departure and the type of aircraft indicated in the timetable or other published schedules of aircompany flights, except for the time of departure indicated on the ticket, and are not guaranteed and are nonnecessary condition for the contract of transportation. The aircompany has the right to change the time of departure of the flight, which should be timely notified to the passenger.

5. The aircompany has the right to change the type of aircraft without notifying the passenger about it.

6. The aircompany or ground service entities (airport operators) in the part relating to this section shall provide passengers at the airport with visual and / or acoustic information (with technical capability) regarding:

- departure and landing time of the aircraft;
- place, beginning and ending time of check-in for the flight;
- place, beginning and ending time of boarding in an aircraft;
- the delay or cancellation of the flight and the reason for the delay (cancellation) of the flight.

### **XV. Flights delay and cancellation**

1. The aircompany may delay or cancel the flight both for commercial reasons and for reasons beyond its control.
2. The Aircompany takes all necessary measures to avoid avoid delays in the carriage of passengers and baggage.
3. In case of emergency, the aircompany has the right to cancel or delay the flight or cancel the previously confirmed reservation without notifying the passenger.  
In other cases, the aircompany or its sales agent warns the passenger about the delay or cancellation of the flight no later than 3:00 before the start of registration.
4. In case of flight delay, the aircompany independently or through the ground service entity (airport operator) informs passengers ,by the available at the airport means of communications ,of departure every 30 minutes about the estimated time of flight delay and the expected time of its departure.
5. In case of a delay beyond a reasonable time or cancellation of the flight,no later than 12:00 after the departure of the delayed flight or the decision to cancel the flight , the aircompany must notify the authorized body on civil aviation issues about the reasons for the delay (cancellation) of the flight and the service.

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**XVI. Rights of the passengers in case of transportation refusal,  
cancellation or delay of flights  
Chapter 1. Compensation application procedure**

1. The provisions of this section apply to passengers (regular and charter flights) who were refused in transportation against their will or whose flight was canceled or delayed, providing that the passenger has a confirmed booking for the appropriate flight and is present for registration in time, provided by Regulations and (including electronic means), or if the time of registration is not specified, no later than 45 minutes before the indicated time of departure or booked a flight that was delayed /rescheduled by carrier or tour operator to another flight, irrespective of reasons.

2. The provisions of this section do not apply to passengers traveling free of charge or at a reduced cost, directly or indirectly unavailable to other passengers, but these provisions should apply to passengers who are issued tickets according to the program of the Aircompany for frequent flyers (loyalty program).

3. In case if the Aircompany pays compensation or provides services, cover in this section, any provision of these Rules may be construed as restriction of its right to seek compensation by way of recourse from any person, including third parties, including claims for reimbursement by the tour operator or another person with whom the aircompany has entered into an agreement. Accordingly, none of provisions of these Rules can be interpreted as restricting the rights of the tourist operator or third parties, other than the passenger with whom the aircompany has contracted, to claim compensation or compensation from the aircompany under the law.

**Chapter 2. Compensation to passengers in case of transportation refusal**

1. In case if the aircompany is motivated to refuse passengers to board on a flight, it first seeks volunteers willing to waive their confirmed booking in exchange for a negotiated agreement between a passenger who voluntarily refuses boarding for a flight and an aircompany's reward.

2. In addition to paying compensation, the aircompany offers the passenger a choice:  
- reimbursement of the cost of transportation within seven days, which must be paid in cash, electronic bank transfer, bank orders or bank checks or if a written consent of the passenger is available, in the form of traveler's checks and / or other services, the full cost of the ticket at the price of for the unused part of the ticket and for the used part of the ticket, if the flight no longer satisfies the passenger's needs, and also to ensure, if necessary, a return flight to the starting point NCP departure at the earliest opportunity;

- or change of the route, which must be carried out under in the appropriate transport conditions: to the final destination - at the first opportunity or to the final destination - at a later time at the request of the passenger and in the presence of vacant seats.

3. Transportation of the passenger from the airport where the refusal to transport was performed to the airport from which the alternative route proposed by the aircompany begins and from the airport of alternative landing to the airport where the passenger had to arrive on the flight for which he was denied for transportation, is carried out at the expense of aircompanys

4. If there is no passengers, who agreed to voluntarily refuse to travel by this flight, or their number is not enough, the aircompany has the right to refuse the passenger in transportation against his will.

5. If passengers are denied in transportation against their will, the aircompany pays compensation to them in such amounts:

- 250 euros - for flights up to 1500 kilometers;
- 400 euros - for flights ranging from 1500 to 3500 kilometers;
- 600 euros - for flights with a range of more than 3,500 kilometers.

When determining the distance, the last point is taken as the basis, in which the refusal to carry or the non-fulfillment of the flight was previously planned and for which at least one seat has been booked, will create a delay in the arrival of passengers at the scheduled time.

6. The Aircompany has the right to reduce the amount of compensation referred to in paragraph 5 of this chapter by 50% if the passenger is requested to change the route of transport to his destination by alternative flights, the time of arrival of which does not exceed the planned time for:

- 2:00 - for flights up to 1500 kilometers; or
- 3:00 - for flights with a range from 1500 to 3500 kilometers; or
- 4:00 - for flights not indicated in the second and third paragraphs of this paragraph.

The distance specified in this subparagraph shall be measured by the orthodromic route distance method .

7. Payment of compensation does not exempt the aircompany from the obligation to offer the passenger the choice of services and reimbursement of expenses specified in paragraph 2 of this chapter and paragraph 5 of Chapter 3 of this Section

### **Chapter 3. Compensation for passengers in case of flight cancellation**

1. In case of flight cancellation, passengers are provided with services in accordance with Paragraph 2 of Chapter 2 of this Section, and compensation in accordance with paragraphs 5 and 6 of Chapter 2 of this Section. The passenger has the right for the compensation, if he is not informed of the cancellation of the flight:

two weeks before the scheduled time of departure; or in the period not more than two weeks and not less than seven days before the scheduled time of departure and proposed to change the route that will allow you to leave the point of departure no later than 2:00 before the scheduled time of departure and arrive at your final destination no later than 4:00 after the scheduled time of arrival; or less than seven days before the scheduled departure time and a change in the route is suggested that will allow you to leave the departure point no later than one hour before the scheduled departure time and arrive at your final destination no later than 2:00 after your scheduled arrival time.

2. The aircompany, if canceling or delaying the flight, provides passengers with explanations on the reasons for cancellation or delay of the flight upon their request. If it is required to ensure the timely transfer of transfer passengers to connecting flights, the aircompany, at the first opportunity, offers them alternative routes of transportation.

3. The aircompany is not obliged to pay compensation in accordance with paragraphs 5 and 6 of chapter 2 of this section if it can provide evidence that the reason for the cancellation of the flight was an emergency or force majeure that could not be prevented even if all measures were taken .

4. Informing the passenger about the rules and conditions of transportation, the procedure for booking seats on the flights, tariffs, fees (fees), schedules and terms of the flight are assigned to the aircompany, its sales agent, travel agent and other authorized organizations, etc. . at the point of conclusion of the contract of air transportation.



5. In case of a flight cancellation by the aircompany and continuation of a passenger's trip by another flight (flights) or on a different route, passengers are offered and provided for free:

food and refreshments in proportion to the waiting time for a new flight;

hotel bed in cases where passengers are forced to wait for departure for one or more nights or if the waiting time for departure of the passengers is greater than anticipated; ground transfer on the route airport - hotel - airport;

two phone calls or telex, fax or e-mail messages, if there are airport specifications for this.

6. The aircompany pays special attention to the needs of passengers with disabilities (persons with disabilities) and persons accompanying them, as well as the needs of unaccompanied children.

#### **Chapter 4. Compensation for passengers in case of flight delay**

1. The aircompany provides passengers with food and cold drinks according to established standards and the opportunity to make two free calls or send telex, fax messages or e-mails, if there are technical conditions for this, in case of delay in the flight for a period of:

- 2 hours or more than the planned time of flight departure up to 1500 kilometers;

- 3 hours or more than the scheduled time of departure from 1500 to 3,500 kilometers;

- 4 hours or more than scheduled departure time for all other flights not specified in the second and third paragraphs of this paragraph.

If the delayed flight is postponed on the next day after the day of its execution, as scheduled by the timetable and indicated in the ticket, the Aircompany provides passengers with hotel rooms, meals and provides a transfer along the airport-hotel-airport route.

2. If the flight delay exceeds 5 hours, passengers are offered service in accordance with paragraph 2 of Chapter 2 of this section.

#### **Chapter 5. Compensation to passengers for changing the class of service**

1. The aircompany does not require any additional fee if it accommodates a passenger in a class higher than the one indicated in his ticket.

2. If an aircompany accommodates a passenger in a class, lower than indicated in his ticket, then it reimburses to the passenger within seven days :

- 30% of the applied tariff for all flights up to 1500 kilometers; or

- 50% of the applied tariff for all flights ranging from 1500 to 3500 kilometers; or

- 75% of the applied fare for all other flights not specified in the second and third paragraphs of this paragraph.

3. Compensation for accommodation the passenger in the class, lower than indicated in his ticket, is calculated for the segment in which the decrease in the class of service is effected by the pro rata distribution method.

### **XVII. Compensation for delay of the baggage transportation**

1. Compensation for delay of the baggage transportation is established as a matter of necessity to provide the passenger with essential tools. In any case, such compensation is limited to \$50 (or equivalent in another currency).

2. Compensation is offered to the passenger in case of non-arrival of baggage at the destination together with the passenger, if the destination is not a place of permanent residence of the passenger.

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	<b>XVIII. Aircompany's obligation related to informing passengers on their rights</b>
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### **XVIII. Aircompany's obligation related to informing passengers on their rights**

1. The aircompany provides passengers during check-in with legible and clearly visible information that reads as follows: "If you are denied in transportation or your flight is canceled or delayed for at least 2 hours, ask for the written message indicating your rights, in particular regarding the receipt of compensation and assistance at the check-in counter or at the gate exit point".

2. The aircompany, if it refuses to transport or cancels the flight, provides each concerned passenger, with a written notification, where the rules for providing compensation and assistance to passengers are stated. The aircompany provides the passenger, the flight of whose is delayed for at least 2 hours with the same notification. Contact information for sending requests related with of passenger rights' violation for compensation or assistance indicated in the notification.

3. To inform deaf passengers and passengers with poor eyesight and other significant disabilities that make it difficult or impossible to independently refer them with visual or audible information, appropriate alternative means of communication should be used at the airport of departure / arrival.

<b>RULES FOR AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE</b>	<b>CHAPTER XIX. REFUNDS</b>
	<b>XIX. Refunds</b>
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## **XIX. Refunds**

### **Chapter 1. Common refund procedure**

1. Refunds for unused ticket () is performed at the place where the ticket was purchased or at the main office of the aircompany (the aircompany sales office) and in the currency in which the ticket was paid.

Refunds by the aircompany in Ukraine is performed in the national currency of Ukraine. The refunds in the aircompany's representative offices is performed in accordance with the laws of the host country.

If the payment was made by electronic funds transfer (bank card), the funds are returned to the payment card with which the ticket purchasing was made.

2. The amount of funds that are returned for an unused ticket (its part) depends on the tariff used and the aircompany's tariffs standards and the type of refusal (voluntary or forced).

3. Refunds are made on the basis of an unused (partially unused) transportation document, a warrant of various charges, receipts for the payment of overtime baggage.

4. Refunds are made:

- to the person indicated in the ticket, - in case of payment for transportation in cash or by bank transfer;
- on the account of a legal entity - in case of payment by bank transfer; - to the account of the holder of the credit card, to which the transportation was paid;
- to the sponsor who paid for the transportation, if the ticket is issued on the Prepaid Ticket Advice (PTA) message.

Refunds are carried out upon showing of identity documents and documents confirming the right to receive the money amounts specified in paragraph 3 of this chapter.

5. Refunds are made on the day of cancellation of the contract of transportation (presenting tickets to the cashier at the place of their registration, obtaining information from the passenger about the desire to return money for an unused transportation issued by an electronic ticket), and in case of impossibility to return money on the day of termination of the contract of transportation - in another period by agreement of the parties, but not later than within seven days.

### **Chapter 2. Refunds**

1. Forced refunds or rebooking without the use of penalties is performed in the following cases:

- cancellation, carry-over, delay of flight, for which the passenger has booked a seat and confirmed a ticket;
- improper execution of transportation documents;
- change of the class of service or aircraft type;
- impossibility to provide the passenger with a seat in accordance with his booking;
- failure by the carrier to dock with the flight to which the passenger has a confirmed booking and which is indicated in the same ticket as the previous one;
- refusal to transport due to non-payment of a fare or fees (tariff) by the passenger in case of a change in tariffs or the rules of their application in comparison with those that operated on the day of departure of the passenger from the initial airport indicated in the ticket;
- the exercitation by the aircompany of the right to refuse in transportation for the reasons stated in paragraphs 1 and 6 of Section XI of these Rules
- sickness of the passenger or his family traveling with him, provided that the health care institution has an appropriately issued certificate;
- in other cases of refusal of the passenger from transportation or refusal of the aircompany in transportation of the passenger, which occurred due to the fault of the aircompany.

Rebooking of tickets for another flight in case of late arrival of a passenger for a flight for which he has a confirmed booking, for late arrival of the previous flight, in case of registration of transportation by separate transportation documents, is carried out without penalties.

2. In case of forced return of the ticket cost, the amount of funds returned to the passenger must equal to the amount:

- if not any part of the ticket has been used - the amount equal to the full cost of the ticket for which it was purchased;

- if any part of the ticket has been used - the amount equal to the tariff for the unused portion of the one-way transportation and unused airport taxes (fees) and unused airport fees (fees) from the point where the refusal of the shipment has been made to the destination. In addition to the foregoing, the aircompany must adhere to the reimbursement rules set out in Chapter 3 of Section XVI of these Rules.

3. In the case of a voluntary refund, that is, if the passenger wishes to return the amount paid for the ticket, and such refund is allowed by the rules for the application of tariffs, such amount is calculated according to the tariffs of the aircompany. In addition, the amount of all unused airport taxes (fees) and fees (taxes) is refunded to the passenger.

### **Chapter 3. Right to deny a refund**

1. The aircompany has the right to deny a refund if:

- a declaration of this was submitted by the passenger after the expiring of the validity period of the ticket specified in Chapter IV, Chapter 4 of these Regulations, as well as in other cases provided for in these Regulations;

- the ticket was purchased at a special rate and the rules for its use do not provide the refund of amounts (in case of purchasing a ticket for such a special fare, the passenger must be informed by the aircompany (its sales agent) about this when booking and a corresponding note must be made on the ticket)

2. In the event of the ticket loss, the refund is made by:

- aircompany - owner of the letterhead ("contracting carrier") - if the ticket was issued by an interline agreement;

- the aircompany - the actual carrier - if the ticket was issued on the letterhead of the aircompany that performs the flight.

Refunds can be made if the lost ticket (or part thereof) has not been used or changed and no refund has been made.

3. From the amount of funds returned, the aircompany has the right to levy a penalty (levy), which is set by the aircompany for such cases.

4. The funds for the duplicate ticket and for the lost ticket are returned in the claim and / or legal process. Similar rules are established for the return of funds in connection with the loss of a warrant of different charges, receipts for the payment of overtime baggage.

5. Refund denial does not reserve the passenger the right to offset his claim with the aircompany or to file a claim with the court.

## **XX. Behavior on the board of the aircraft**

1. The behavior of a passenger on the board of an aircraft must be such, that according to the rules of the aircompany, does not constitute a danger or threat to other passengers, things, the aircraft or the crew of the aircompany.

The passenger does not have the right to interfere with the crew in its duty performance and must follow the instructions of the captain of the aircraft and crew to ensure flight safety and aircraft safety and safe, efficient and comfortable flight for passengers. The passenger must abandon the behavior that may cause or causes outcry from other passengers.

2. In order to ensure flight safety, the aircompany has the right to prohibit or restrict the use of electronic equipment, mobile phones, portable computers, portable tape recorders, portable radios, CD players, transmitters, including radio controlled toys, portable radios and etc. (with the exception of devices of artificial hearing and cardiac pacemakers) on the board of the aircraft.

3. On the board an aircraft, a passenger is not allowed to be be impaired by alcohol or drugs or impaired by any other substance that could lead to danger or endanger other passengers, things, aircraft or its crew. The use of any alcoholic beverages on board an aircraft is allowed only in quantity, proposed by the aircompany.

4. Regardless of the transport range, smoking on board of the aircraft is prohibited.

5. If the passenger does not comply with the provisions of paragraphs 2 to 4 of this section, the aircompany has the right to take such measures as the situation requires and which the aircompany deems necessary to prevent such behavior. Such measures may include restrictions on the movement of a passenger in the aircraft, the disembarkation of a passenger, the denial to board on the aircraft at any point along the route of transportation and the convey the passenger to local government authorities to take appropriate measures of influence.

6. If the passenger does not follow the regulations of this section or acts otherwise, not following to the rules established by the aircompany, the aircompany has the right to refuse the passenger in further transportation and apply him the measures of administrative and civil-law influence (to bring to administrative responsibility, apply to the court for compensation of losses) to him .

The aircompany in accordance with the provisions of articles 90, 91 of the The Air Code of Ukraine has the right to maintain the established order and apply deterrence measures against offenders on board of the aircraft.

7. If, through the prohibited behavior of a passenger, the aircompany was forced to perform certain actions that entailed additional expenses, the passenger is obliged to reimburse the aircompany for such expenses in accordance with the current legislation.

### **XXI. Agreements of the Air Carriers**

1. These Rules apply to shipments that are carried out in accordance with commercial agreements between carriers (known as codesharing, interline), even if another carrier is identified in the ticket than the one, that actually performs the transportation. If there is any such commercial agreement, the carrier (its sales agent) must provide the passenger, at the time of booking, information on which carrier is contractual, and which actually performs the transportation. When registering a passenger for a flight, this information is provided by the actual carrier or his authorized agent of service at the departure airport.

2. If the passenger has concluded an air transportation contract with the provision of additional paid services, then for the undelivering of such services the carrier has the responsibility to the passenger that is limited to the amount paid for the services provided.

3. The carrier is not responsible for baggage transportation services (transfer), provided by third parties with whom the carrier has not concluded commercial transactions. If the carrier independently provides and performs operations for the transportation (transfer) of passengers' baggage, then these Rules apply to such services. Services for transportation (transfer) of baggage provided by the carrier in addition, are paid by the passenger.

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	<b>XXII. Successive air carriers</b>
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## **XXII. Successive air carriers**

1. The transportation which will be performed by several successive carriers, it is considered to be the one single transportation, if from the beginning of the transportation these carriers considered such operation as a single transportation and such transportation was issued by a conjunction ticket.

2. In the case of performing unified transportation, each carrier that accepts passengers and baggage (cargo) for transportation is subject to the Rules of the MMI and is considered as one of the parties to the contract of transportation, as far as such agreement concerns part of the transportation performed under the control of a particular carrier.

3. The carrier that issued the ticket or the first carrier indicated in the ticket or in the conjunction ticket is not liable for the deficiencies in the transportation that occurred in the transportation section(s) of the other(s) carrier(s), including the delay in the transportation of the passenger or the baggage.

4. In the event of destruction, loss, damage, delay in the transportation of baggage, the passenger has the right to initiate a claim against the first or last carrier, as well as to the carrier who performed the transportation, during which the destruction, loss, damage, delay in transportation occurred.

5. If it is not possible to identify the carrier who carried out the transportation, during which the destruction, loss, damage, delay in the transportation of baggage occurred, then the carriers who participated in the transportation - all together or each individually are responsible to the passenger- within the fault of each of the them



### **XXIII. Intermodal transportation**

1. The period of time for air transportation does not include any ground , sea (river) types of transportations that are carried out outside the airport zone. However, if such transportation is carried out in pursuance of a contract of transportation for the purpose of boarding, unboarding, loading, dispensing, transshipping, any harm, prior to proving the contrary, shall be considered a consequence of an event that took pace during the period of air transportation. If, without the consent of the passenger, the carrier completely or partially replaces the transportation, which under the contract of the parties must be made by aircraft, for transportation by any other means of transport, such transportation by another mode of transport is considered to be transportation performed during the period of air transportation.

2. In the case of multimodal transportation carried out partially by air and partially by any other type of transport, the provisions of this Regulation, subject to paragraph 1 of this section, shall only apply to air transportation.

3. Any provision of these Rules does not prohibit the parties in the case of multimodal transportation to include in the ticket provisions concerning transportation by other types of transport, granting that the provisions of these Rules only apply to air transportation.

4. Transportation by other means of transport, taking into account the paragraph 1 of this section, will be offered by the carrier only as an agent of such other carrier, even if in the ticket such transportation will be indicated under the carrier's code.

The liability of the carrier for any improper transportation of a passenger, destruction, loss, damage, delay of the baggage transportation, that occurred during transportation by other types of transport will be limited to the amount paid by the passenger for such transportation.

<b>RULES FOR AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE</b>	<b>CHAPTER XXIV. AIR TRANSPORTATION CARRIED OUT NOT BY THE CARRIER UNDER THE CONTRACT</b>
	<b>XXIV. Air transportation carried out not by the carrier under the contract</b>
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**XXIV. Air transportation carried out not by the carrier under the contract**

1. The provisions of this section apply when the person (hereinafter referred to as the "carrier under the contract") concludes the contract of transportation with the passenger or with the person acting on behalf of the passenger as the main party, and the other person (hereinafter - the actual carrier) carries out all transportations or its part as an authorized carrier under the contract , but it is a successive carrier relatively to such part within the meaning of section XXII of the Rules of MMI.

2. During the transportations provided by paragraph 1 of this section, the carrier, under the contract, falls within the scope of the MIU Rules for the entire transportation, and the actual carrier - only relatively to the transportation that it performs.

3. The amount of liability of the actual carrier and the carrier under the contract is limited by the rules established by the Rules of the MIS.

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	<b>XXV. Charter flights</b>
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## **XXV. Charter flights**

1. Charter flights are governed by the relevant aviation regulations of Ukraine. The aircompany, that is operating charter flights, includes provision of the services and reimbursement provided for in these Regulations while concluding an agreement with the customer on the charter flights.

Tickets for charter flights are not valid until the date of payment the cost of the charter flight to the aircompany.

Refunds and confirmation of the reservation are performed in accordance with the terms of the contract concluded between the aircompany and the customer.

2. Tickets for charter flights are valid only for transportation on dates and on flights indicated in the tickets. Depending on the space availability, the customer of the charter flight is able to change the departure and return dates of the flight, provided that such changes are agreed by the customer of the flight (the tour operator - the carrier under the contract) with passengers and the actual carrier (aircompany executor).

3. Charter flights tickets provide the restriction (or exclude) of the passenger's rights to change or cancel the reservation. Tickets for charter flights, according to which a tourist trip with all services paid (flight in the forward and backward directions, transfer, hotel accommodation, meals) paid, may provide additional conditions and restrictions established by the carrier under the travelling contract, including all restrictions.

4. The provisions specified in Chapters 4,5 of Section IV, Section V, VI, Chapters 1,4, Section VII, Section XIX of this Regulation shall not apply to charter transportation.

**XXVI. Administrative formalities**  
**Chapter 1. Documents for traveling**

1. The passenger is responsible for obtaining all the documents necessary for travel: visas, permits, certificates, etc., as well as for the implementation of all applicable laws related to the departure, entry and transit of the country of departure, arrival and transit. The aircompany is not liable to the passenger for the consequences of the fact that the passenger has not taken out required documents or visas or has not implemented the applied laws.

2. According to Aircompany's request, the passenger is obliged to present to the authorized persons of the aircompany, representatives of the relevant state authorities all documents for departure, entry, transit, health and other documents required by applicable laws and allow the carrier to make and keep their copies or in any other way to keep the data contained in the relevant documents. The aircompany has the right to refuse in transported to a passenger who has not implemented the laws or documents that have not been properly implemented.

**Chapter 2. Denial to entry the country**

1. The aircompany is not responsible for the denial to the passenger to enter the country.

2. The passenger is obliged, at the request of the aircompany or public authorities, pay the corresponding fare for transportation in the opposite direction if it is required to return to the place of departure or other place, complimented by the refusal of the destination country to accept such passenger, regardless of whether this country is the destination or transit country. The aircompany may use funds to pay for such transportation from any aircompany's remaining funds left by the aircompany at the disposal of the aircompany for unused transportation, or any funds of the passenger that are at the disposal of the aircompany.

3. The aircompany has the right not to return the amounts paid by the passenger for the performed transportation to the place where the passenger was denied to entry or deportation places..

**Chapter 3. Passenger's liability**

1. If the aircompany is required to pay or to deposit any amount, pay a penalty or provide a financial guarantee due to the fact that the passenger has not complied with the requirements of the applicable laws, or did not produce the necessary travel documents, or produced false documents or documents containing false information, the passenger shall, at the request of the aircompany, refund the amount paid or deposited and the related other costs of the aircompany.

2. The aircompany has the right to use to cover such expenses any funds previously paid by the passenger of the aircompany that the aircompany has left for unused transportation or any means of the passenger that are left at the disposal of the aircompany or can refuse in transportation if the passenger does not reimburse the aircompany for such expenses.

**Chapter 4. Customs control, security control, passport control and other types of control**

1. In the process of carrying out international transportation, passengers, their checked baggage and cabin baggage must pass security control and passport control, as well as other types of control at the request of customs and other authorized bodies.
2. In the case of domestic transportation, the passenger, his checked baggage and cabin baggage must pass safety control and, at the request of other authorized bodies, other types of control.

<b>RULES FOR AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE</b>	<b>CHAPTER XXVII. THE LIABILITY OF THE AIRCOMPANY AND THE AMOUNT OF COMPENSATION FOR DAMAGE</b>
	<b>XXVII. The liability of the aircompany and the amount of compensation for damage caused</b>
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**XXVII. The liability of the aircompany and the amount of compensation for damage caused**

**Chapter 1. The death and injury of passengers. Damage to baggage.**

1. The aircompany is liable for damage that results in death of, or bodily injury to, the passenger, only in case if the incident that caused death or injuries of the passenger occurred on board the aircraft or during the boarding or unboarding of the passenger.

2. The aircompany is liable for damage caused in the case of destruction, loss or damage of the checked baggage, only upon condition that case which caused the destruction, loss or damage of baggage took place on the board of the aircraft or when the Aircompany was responsible for maintaining checked baggage, but the aircompany is not liable for baggag damaging due to its defect, qualities or deficiencies. Regarding the unregistered baggage, including personal belongings of the passenger, the aircompany is responsible for its damage if it was caused through aircompany's fault or through the fault of its employees or service agents.

3. If the aircompany amits the loss of checked baggage if it has not arrived within 21 days from the date it was due to arrive, the passenger may claim to the aircompany, arising from the contract of transportation.

**Chapter 2. Responsibility of the Aircompany for damage caused by transportation delay.**

1. The aircompany is responsible for the damage caused by the delay in the air transportation of passengers and baggage, but the aircompany is not liable for damage caused by delay, if it proves that it, its employees and agents (for sale and /or services) have taken all possible measures to to avoid harm, or if it were not able to take such measures.

2. The liability of the aircompany for improper transportation in any case is limited by actual losses, proven by passengers.

**Chapter 3. Discharge from liability**

1. If the aircompany proves that the harm was caused by or it was contributed to the negligence, wrongful act or omission of the person demanding compensation, or the person from whom his rights occur, the Aircompany is fully or partially discharged from liability to the person who requires compensation in the amount in which such negligence, wrongful act or omission caused harm or contributed to its occurrence.

2. If the claim for compensation relating to death or bodily injury taken by the passenger, is declared by a person other than a passenger, the Aircompany is also fully or partially discharged from liability as far as it proves that negligence, other improper act or omission of this passenger harmed or contributed to its occurrence.

**Chapter 4. Compensation in case of passenger's death or personal injury**

1. The aircompany can not exclude or limit its liability for damage, resulting in passenger's death or personal injury, in the conditions specified in Chapter 1 of this Section, in the amount of 250000 SDR for each passenger.

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2. The aircompany shall not be liable for damage resulting in passenger's death or personal injury, and amount of which exceeds the amounts specified in Paragraph 1 of this Chapter under the conditions specified in Chapter 1 of this Section if the aircompany proves that:

- this damage was not caused due to negligence or other improper action or inaction of the aircompany or employees or service agents; or
- such damage is caused solely by negligence or other improper action or inaction of the third party.

3. The aircompany must immediately, but in any case not later than within fifteen days after the identification of the natural person eligible for compensation, make an advance payment, which must not be less than 16,000 SDRs.

4. When issuing a ticket, the aircompany provides the passenger with the basic provisions governing the aircompany's liability to the passenger and for his baggage in writing. In addition, the aircompany provides the passenger with a written communication about the applicable limitations of the aircompany's liability with against the passenger and baggage.

### **Chapter 5. Limits of responsibility to the damage caused by delay**

1. The responsibility of the aircompany for damage caused as a result of a delay in the passengers' transportation of any flights is limited to amount of 4,694 SDRs per passenger.

2. The responsibility of the aircompany in case of destruction, loss, damage or delay in the transportation of checked baggage is limited to 1131 SDRs regarding each passenger. The aircompany is not liable for damage caused by delay, if it proves that it, its employees and service agents have taken all the measures that might be required to avoid harm, or that for it could not take such measures.

2.1. If the passenger proves the actual losses incurred in connection with the damage or loss of his baggage (suitcases, bags, etc.) by providing the appropriate supporting documents to the aircompany: for damaged baggage, with a repair shop (fiscal check for repair, etc.) or confirmation of the cost of damaged baggage, if beyond repair (sales / fiscal check); for permanently lost baggage - fiscal checks confirming the value of lost baggage and its contents, compensation is provided:

- in the confirmed amount of expenses for repairs, in case of repair;
- in the confirmed amount taking into account depreciation, in case of proper confirmation of the actual value of damaged or lost items.

Baggage (things) depreciation is calculated as follows:

- for each calendar year from the moment of purchase of a thing, the cost is reduced by 15% of the amount of the actual value at the time of the purchase of the thing.
- the maximum level of decrease in the value due to depreciation is 80% of the amount of the actual value at the time of acquisition of the thing.

3. The responsibility of the aircompany in the case of transportation of baggage with the declared value is determined by the amount of declared value of baggage.

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4. The provisions referred to in paragraphs 1, 2 and 3 of this Chapter shall not apply if it is proved that the harm is the result of the act or omission of the aircompany, its employees or service agents committed with the intent to cause harm or criminal negligence and with the knowledge that, that as a result of such actions, damage may be caused, provided that in the event of such an act or omission of an employee or service agent it will also be proved that this employee or agent has acted within their responsibilities.

5. The limits of responsibility established by Chapters 4 and 5 of this section do not prevent the court from taking an additional decision in accordance with the applicable laws on reimbursement of all or part of the judicial and other legal costs incurred by the claimant, including interest, unless the cases when the amount, awarded in order of compensation for harm, other than legal and other costs associated with judicial proceedings, does not exceed the amount that the aircompany has proposed in writing to the claimant within six months from harm occurring or beginning of the judicial process, whichever is the later

### **Chapter 6. Currency units transfer**

The amounts, specified in the special drawing rights, in this section are considered as relating to special drawing rights, as defined by the IMF. The transfer of such amounts to the national currency in the case of passenger's judicial proceedings or claims arbitrations, proceeds according to the value of currencies in special drawing rights on the date of court decision or the aircompany's decision on the passenger's claim.

<b>RULES FOR AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE</b>	<b>CHAPTER XXVIII. CLAIMS AND LAWSUITS</b>
	<b>XXVIII. Claims and Lawsuits</b>
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## **XXVIII. Claims and Lawsuits**

### **Chapter 1. General provisions of the procedure for submission of claims and lodging a lawsuit.**

1. Any lawsuit related to the responsibility of the aircompany regarding damage caused during the transportation can be lodged in accordance with the conditions and limits of responsibility, provided for by the Montreal Convention and the current legislation of Ukraine, without prejudicing for the determining the scope of persons, entitled to lodged a lodged and their respective rights.
2. The total amount of reimbursement that can be received from the actual carrier, who performed the transportation, from the carrier under the contract and from its employees and sales and/or service agents which acted within the scope of their duties, may not exceed the maximum reimbursement, that on the basis of the MIU Rules may be surcharged from the carrier under the contract or the actual carrier, and neither of the parties concerned shall be lresponsible at a rate greater than the limit of compensation applied to that person.
3. If lawsuit is lodged against an aircompany employee or an aircompany agent (sale and/or maintenance) in connection with the harm referred to in these Rules, such an employee or agent of the aircompany (for sale and/or management), if he proves, that he was acting within the scope of his official duties, has the right to refer to the conditions and limits of reimbursement to which the aircompany itself is entitled to refer itself.
4. The aircompany is obliged to review the claim and notify the applicant of its settlement or rejection with justification of the reasons within three months from the date of receipt, if the transportation, for which the claim was made, was completely performed by one carrier.  
If other carriers have participated in such transportation, the time for settlementof the claim may be extended to six months, subject to the current rules for the settlement of claims by such carriers.
5. Claims are considered in the order established by the aircompany. Having received a complaint, the aircompany, depending on the complexity and sufficiency of the claim documents, the absence of which makes it impossible to examine the claim on the merits of the claims, sends a request message within 15 days from the date of registration of the claim, informing the applicant of receipt of the claim, the need for if necessary, before the "appearance of additional documents and the timing of the review of the claim after receipt of documents that are missing.
6. In the case of the death of the person liable, a claim for damages shall be filed in accordance with the terms of this section to successor persons who legally represent such person or dispose of her property.
7. Any claim for liability relating to the transportation carried out by the actual carrier may, at the option of the plaintiff, be submitted to that carrier or to the carrier under the contract or both, together or separately. If the claim is filed only to one of these carriers, he has the right to initiate the bringing to trial of the case in the court of another carrier.
8. In the event that an aircompany pays compensation or services provided for in these Regulations, none of the provisions of this section regulate in any way the question of whether a person, in accordance with the provisions of these Rules is liable for harm, the right of recourse to any other face.



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## **Chapter 2. The procedure for submission of claims and lodging of lawsuits regarding inappropriate carriage of passengers**

1. If the claim is made for compensation of damage caused by a delay of the carriage of the passenger, the amount of compensation is limited to the amount specified in paragraph 1 of Chapter 5 of Section XXVII of this Regulation. The amount of the claim must be proved by the person concerned.

2. Claims about the responsibility of the aircompany regarding improper transportation of the passenger must be submitted at the choice of the plaintiff to the court at the place of registration of the aircompany, at the location of its main office or at the location of the office (representation) of the aircompany where the contract of carriage was concluded, according to the current legislation from the date of its arrival to the place of destination or from the date when the aircraft had to arrive at the place of destination or from the date when the carriage ceased.

Claims about the responsibility of the aircompany regarding improper transportation of a passenger can be filed within the time limits established by the current legislation without a preliminary claim against the aircompany.

3. A claim for responsibility for damage caused by the death or injury of a passenger may be submitted to the appropriate court in the territory of a State Party that has acceded to the Montreal Convention in which the passenger at the time of the incident has a permanent place of residence and to / with which the aircompany provides services related to the air transportation of passengers on its own aircraft or on the aircraft of another carrier under a commercial agreement, and in which this carrier carries out activities related to air transportation of passengers using premises rented by the carrier himself or by another carrier with whom he has a commercial agreement or which belong to him or to such other carrier.

4. The right for harm compensation is lost, if the claim for responsibility is not filed within the time limit under the Montreal Convention and the current legislation of Ukraine from the date of arrival for the intended purpose, or from the date when the aircraft was due to arrive or from the date when the carriage stopped.

## **Chapter 3. The procedure for making claims and lodging of lawsuits for improper baggage transportation**

1. The claim of registered baggage by the person entitled to receive it, without making claims requires, before proof of the contrary, that the baggage has been delivered in proper condition and in accordance with the transportation document or record, is retained by other means of information storage.

The passenger must certify the opposite by issuing the PIR (Property Irregularity Report) before leaving the baggage area of the airport. The "PIR" act is not an admission of the fault or responsibility of the carrier for improper carriage of baggage. The act "PIR", issued at the request of a passenger after leaving the airport's control zone, does not give rise to civil law consequences. Passenger's registration of the "PIR" act is not a pretentious appeal of the passenger to the carrier.

2. In case of inappropriate transportation of checked baggage, the passenger must send a claim to the aircompany immediately after the damage is detected (loss of a piece of baggage) and no later than seven calendar days from the date of receipt of checked baggage. In the event of a delay in the carriage of baggage, the claim must be declared within 21 calendar days from the date when the baggage was handed over to the passenger.

3. Claims for loss of baggage are proposed to the aircompany after the baggage is recognized as lost. Baggage is considered lost if it is not identified by the results of the search within 21 calendar days from the date following the one when the baggage was to arrive at the destination. In this case, the claim to the aircompany must be submitted within two years from the date of arrival of the aircraft to the destination or from the date when the aircraft was to arrive at the place of destination or from the date when the transportation stopped.

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4. Any claim for improper transportation of baggage must be submitted in writing form and sent in the time specified in paragraph 2 of this chapter. All necessary documents confirming the passenger's right to claim compensation, depending on against what claim was raised, including a ticket (route-receipt), fiscal checks for payment of services, a receipt for overtime baggage payment, a tear-off talon of a baggage identification tag, an act of improper baggage transportation, fiscal checks for payment of essential goods, purchased as a result of delay in the delivery of baggage, information on delays and other documents that can accelerate the consideration of claim requirements.

The amount of the claim must be proved by the person concerned. In the absence of claims (claims) within the time limits established by these Rules, with international or domestic air transport, no claims (claims) against the Aircompany shall be accepted, except in the case of fraud by the latter.

5. The responsibility of the aircompany for destroyed or lost baggage is limited to the amount specified in paragraph 2 of Chapter 5 of Section XXVII of these Rules.

If a claim is made regarding a partially lost baggage, the compensation is calculated according to the weight of the lost baggage and the cost of 1 kg. The cost of one kilogram of reimbursement of partially lost baggage is calculated on the basis of the established amount of compensation in accordance with paragraph 2 of Chapter 5 of Section XXVII of the Rules of the MIU and the minimum free baggage allowance set by the authorized body on civil aviation matters specified in paragraph 2 of Chapter 2 of the Section of the IIA of the Rules.

6. If a claim is made for the reimbursement of partially lost baggage weighing up to 1 kilogram, then weight values specified in the recommended practice of IATA 1751 may be used to recover the value of partially lost baggage.

7. If a claim is made with regard to damage to the packaging of baggage, the costs of repairing it shall be compensated. In case if it is not possible to continue using damaged packaging, compensation is liable for its value, which the interested person confirms. If the applicant does not have documents that can confirm the cost of damaged baggage packaging, compensation is carried out in the same way as with partially lost baggage.

The aircompany is not responsible for the following types of baggage damage:

- broken wheels and legs of suitcases, bags and the like;
- lost straps and loops;
- scratches, damage as a result of excessive filling of the suitcase;
- damage of the handle of the suitcase or bag;
- damage of fragile things or products that quickly deteriorate;
- damage of the objects, improperly packaged.

8. If the claim is being presented for compensation of the damage, caused by the carriage of baggage delay, the amount of compensation is limited to the amount specified in paragraph 2 of Chapter 5 of section XXVII of these Rules. The amount of the claim must be justified by the person concerned.

9. In the absence of any claims in the periods, referred to in paragraphs 2 and 3 of this chapter, for international air transportations, no claims against the aircompany regarding improper baggage transportation shall be accepted, except in cases of fraud on the part of the aircompany. Claims for improper transportation of baggage on domestic flights are made in accordance with the current legislation of Ukraine.

10. Claims about the responsibility of the aircompany regarding improper baggage transportation should be submitted at the choice of the plaintiff to the court at the place of aircompany registration, at the location of its main office or at the location of the aircompany office where the contract of carriage was concluded, his arrival at the place of destination or from the date when the aircraft had to arrive to the place of destination, or from the date when the carriage was stopped.

11. The right for compensation is lost if the claim for responsibility was not filed within the time limit under the Montreal Convention and in accordance with applicable law from the date of arrival to destination, or from the date the aircraft had to arrive, or from the date of the stoppage of the carriage.

**XXIX. Passenger's informing**

1. The provisions of this section apply to the aircompany and its sale and / or maintenance agents, responsible for ticket issuance for air transportation on the territory of Ukraine.

2. The aircompany (its sales agent) in the office for registration of transportation must put the following information in a prominent and accessible place for consumers:

- its full name, location;
- copies of documents (licenses, certificates, certificates) for transportation (traffic sales);
- telephone of the regional office for consumer protection; - a comments and suggestions book.

3. Aircompany (its sales agent) during the issuance of tickets must necessarily inform the passengers of the following information:

- MIU rules;
- the Rules of the aircompany for the transportaion of passengers and baggage (the sales agent must inform the passenger of the rules for the carriage of passengers and baggage of the carrier whose ticket is used or the one that is indicated first in the ticket) - on paper copy in the form of a passenger's memo (in case of selling the transportation on-line via the Internet - electronically through the site through which the booking of transportation is carried out);
- the cost of transportation along the appropriate route - verbally at the ticket sales point when booking (in the case of selling the transportations on-line via the Internet - electronically through the site through which the transportation is booked, or by providing the necessary information in the itinerary)
- the cost, conditions and restrictions for transportation at a special rate - verbally when booking (in case of using an electronic ticket - through the site through which the booking is made);
- administrative formalities during the flight along the appropriate route - verbally when booking;
- the boundaries of the responsibility of the aircompany when transporting passengers and baggage - in a ticket or route-receipt;
- the rights of passengers in case of refusal to transport, cancellation or delay of the flight; - things and goods prohibited for transportation - in a ticket or route-receipt;
- restriction on transportation of passengers' with disabilities and the need to order special services at the time of booking.

The aircompany, while carrying out advertising actions, must provide the public with full information on the cost of transportation, which should include the amount of the fare and all airport taxes / fees and charges (taxes) of the aircompany.

Buying a ticket for the flight of the aircompany, the passenger unconditionally agrees with all the conditions of the contract of transportation and the rules of transportation of the aircompany.

These Rules are published on the aircompany's website.

### **XXX. Enforcement of these Rules**

1. Control of the compliance of these Rules is layed upon the management of the LLC "Aircompany" Atlasjet of Ukraine "and the authorized body on issues of civil aviation of Ukraine.

2. The control should ensure that the aircompany, the partner aircompany, their transportation agents and freight agents, prove that they and their actions meet the established requirements of the authorized body for civil aviation of Ukraine.

The specified subjects should be prepared to provide an opportunity for the relevant state body to conduct inspections while performing operations with air transportation and passenger and baggage handling - by demonstrating that such operations comply with established requirements and rules.