

JET STORY Sp. z o. o.

(Air Carrier)

REGULATIONS

1. DEFINITIONS

Whenever the Regulations of the Air Carrier Jet Story Sp. z o.o. ("Jet Story"), hereinafter referred to as the "Regulations", refer to:

- a) Access Screening – this shall mean a set of activities, methods and measures undertaken by security staff in accordance with the prescribed rules and regulations in order to ensure that unauthorized persons do not enter designated airport areas;
- b) Act – this shall mean the Act of 3 July 2002 - Aviation Law (consolidated text. Dz. U. of 2017, item. 959, as amended);
- c) Airship or Aircraft – this shall mean an airship or aircraft being at the disposal of Jet Story, with the help of which the contract of carriage with the Customer is performed;
- d) Captain – this shall mean the aircraft crew member designated by Jet Story to command the aircraft as specified in the Act;
- e) Certificate – this shall mean the Jet Story Air Carrier Certificate;
- f) Crew Member – this shall mean a person engaged in aircraft flight operations during air travel;
- g) Customer – this shall mean a person or legal entity for which Jet Story undertakes to perform air carriage in accordance with the Agreement and Regulations.
- h) EC Regulations – this shall mean addition 4-C and 5-B of Attachment to Commission Regulation (EU) No. 185/2010 dated 4 March 2010 laying down detailed measures for the implementation of the common basic standards on aviation security (OJ EU L 55 of 5 March 2010, p. 1) and part B and B 1 of the Attachment to Commission Regulation (EC) No 272/2009 dated 2 April 2009 supplementing the common basic standards of civil aviation security laid down in the Annex to Regulation (EC) 300/2008 of the European Parliament and of the Council (OJ EU L 91, 3.4.2009, p. 7) as amended by Commission Regulation (EU) No. 297/2010 dated 9 April 2010 amending Regulation (EC) No. 272/2009 which supplements the common basic standards of civil aviation security (OJ EU L 90, 10.4.2010, p.1).
- i) Hand Luggage – this shall mean a Passenger's luggage placed in the passenger cabin;
- j) Hazardous Materials – this shall mean articles or substances which constitute a safety risk during air travel, including to health, property or the environment, in accordance with the international regulations referred to in art. 3 of the Act;
- k) Luggage – this shall mean a Passenger's luggage placed in the compartment of an aircraft;
- l) Luggage Without Owner – this shall mean luggage accepted for carriage by air as checked luggage whose owner is not on board the aircraft;
- m) Passenger – this shall mean a person listed on the passenger list and permitted to fly by the Aircraft Captain;
- n) Passenger Terminal – this shall mean a place for servicing passengers, luggage, cargo or mail;
- o) Passenger Transfer or Luggage Transfer – this shall mean a passenger who is travelling or luggage which is carried by different airlines with a flight change (handling) at an airport from one flight to another;
- p) Privileged Passenger – this shall mean a passenger defined as such in secondary legislation to the Vienna Convention;
- q) Public Area – this shall mean the area of the airport and its buildings to which access does not require an identification card (pass);
- r) Regulation 261/2004 – this shall mean Regulation (EC) No. 261/2004 of the European Parliament and of the Council dated 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91;
- s) Restricted Area – this shall mean that area of the airport to which access for safety reasons is limited only to authorized persons;
- t) Security Screening – this shall mean a set of activities, methods and measures undertaken by security staff in order to ensure that objects, equipment and hazardous materials that may be used to commit an act of unlawful interference do not get on board the Aircraft or reach Restricted Areas at the airport;
- u) Sterile Area – this shall mean that part of the restricted area of the airport to which access or bringing of goods requires undergoing a security check and possession of documents entitling entry to the area;

- v) Transit Passenger – this shall mean a passenger departing from the same airport as where he/she landed, after a short stop over;
- w) Unidentified Luggage – this shall mean luggage which was not collected by the Passenger or is left unattended at the airport;
- x) Vienna Convention – this shall mean the Vienna Convention on diplomatic relations signed in Vienna on 18 April 1961 (Attachment to Polish Council of State document, Dz. U. of 1965, No. 37 item 232);

2. CARRIAGE DOCUMENTS

Jet Story uses the following carriage documentation:

- a) contract of carriage, drawn up in two identical copies, one for the Customer and one for Jet Story, to which the Regulations are attached;
- b) the Regulations, being an integral part of the contract of carriage;
- c) the Passenger list (Attachment No.1 to the contract of carriage).

3. CARRIAGE CHARGES

- 3.1. The Customer undertakes to pay Jet Story the amount specified in the contract of carriage within the period specified therein.
- 3.2. In the absence of payment received to Jet Story's bank account number within the time specified in the contract of carriage, Jet Story has the right to request the Customer to fax confirmation issued by the bank of the bank transfer to the number indicated.
- 3.3. Payment will be made on the basis of an invoice or a pro forma invoice sent to the Customer by e-mail to the address indicated in the contract of carriage,
- 3.4. Amounts due arising from the contract of carriage will be shown on the pro forma invoice and settled by the Customer by bank transfer to Jet Story's bank account number as indicated on the invoice.
- 3.5. The price specified in the contract will be increased by appropriate charges and taxes in accordance with the binding provisions of law.
- 3.6. After receipt of payment from the Customer on Jet Story's bank account on the basis of the pro forma invoice, Jet Story will issue a VAT invoice, which it will send to the Customer's address.
- 3.7. The price for the carriage of Passengers includes air navigation charges, ground handling charges taking into account passenger costs at ports of departure, fuel, landing charges, crew transfer costs from airport to hotel and from hotel to airport, crew hotel accommodation and standard meals served on board during the flight (catering).
- 3.8. The price for carriage of passengers excludes the cost of obtaining visas, customs, duties, immigration fees, insurance of cargo, charges for the use of additional equipment necessary for loading, Aircraft de-icing charges and other charges and taxes payable in respect of the carriage of passengers and their luggage, costs of additional insurance required for flight over territories at risk, phone calls from the Aircraft and other charges incurred by Jet Story in connection with the performance of the contract. The Customer will be charged for the costs associated with all the aforementioned activities or services.
- 3.9. A condition for the admission of Passengers on board the Aircraft is payment by the Customer in accordance with the contract of carriage and the Regulations.

4. FLIGHT BOOKINGS

- 4.1. In order for the contract of carriage to enter into force and for Jet Story to accept a flight booking, the Customer must perform the following steps: :
 - a) complete the Passenger list,
 - b) make payment on time and in the amount specified in the contract of carriage.
- 4.2. If a Customer fails to make payment in accordance with the contract of carriage and the Regulations and payment is to be made before the commencement of a flight, Jet Story is not obliged to comply with the contract of carriage and is not responsible for the non-performance or improper performance of the contract.
- 4.3. The Customer will provide Jet Story with a Passenger list no later than 3 hours before the scheduled departure, unless the Passenger list is required earlier in order to obtain the necessary permission to fly.

5. PASSENGER – LUGGAGE CHECK-IN

- 5.1. General
 - a) Jet Story does not carry checked- Luggage. Passengers carried by Jet Story do not receive boarding passes.

- b) Passengers themselves identify their Luggage at the Aircraft, before it is loaded on board. The Aircraft Captain is responsible for overseeing identification of Luggage by the Passengers. Luggage which has not been identified by any of the Passengers cannot be loaded onto the Aircraft.

5.2. Check-in Time

The Customer or his/her designated passengers are required to arrive at the passenger luggage check-in, taking into account the Security Check (see section 9), at the departure airport no later than 20 minutes prior to the scheduled departure time.

5.3. Customer duties

- a) The Customer is required to ensure that his/her designated Passengers have acquainted themselves with the Regulations and fulfil all the passport and visa requirements necessary for the flight.
- b) The number of items of Luggage allowed for each Passenger, the dimensions and maximum weight of Luggage are subject to individual arrangements between the Customer and Jet Story, depending on the number of passengers, the aircraft and taking into consideration flight safety.
- c) Passengers will be admitted on board the Aircraft on basis of a written Passenger list completed by the Customer and delivered to Jet Story in the time and manner specified in paragraph 4.3. of the Regulations.

6. PRIVILEGED PASSENGERS

- 6.1. Subject to the provisions of the Vienna Convention, diplomats and other privileged persons and their personal Luggage, with the exception of packages constituting a diplomatic bag, shall be subject to Security Checks as described in section 10 of the Regulations.
- 6.2. If there is a valid suspicion that the contents of the diplomatic bag may endanger the safety of the Aircraft and Passengers, Jet Story may refuse its carriage.
- 6.3. Members of official delegations, named on basis of confirmed lists of invited guests, visiting at the invitation of the President of Poland, Prime Minister, Parliament, Senate or members of the Council of Ministers are not subject to Security Screening.
- 6.4. The appropriate organization of the system of Security Screening of Privileged Passengers prior to boarding the Aircraft is the responsibility of the particular airport authorities.
- 6.5. The Captain or his/her designated Crew Member accompanies the Privileged Passengers during the Security Screening if local airport laws so allow.
- 6.6. A Privileged Passenger who refuses to submit to Security Screening will not be allowed to board the aircraft.
- 6.7. If a Privileged Passenger's Luggage contains items prohibited from air carriage, such objects must be removed.

7. PASSENGERS WITH SPECIAL NEEDS

- 7.1. Categories of Passengers with special needs:
 - a) infant – person below 2 years of age, accompanied by an adult, carried on the lap and strapped in by the guardian's extended seat belt.
 - b) child – person between 2 and 14 years of age.
 - c) unaccompanied child - a child over 5 years of age travelling alone or accompanied by an adult. Infants and children under 5 years of age cannot travel alone on Jet Story Aircraft. For the duration of carriage, a special document is issued that serves as a written transfer of care for the unaccompanied child from the legal guardian to the Captain.
 - d). Disabled Passengers – Passengers with varying degrees of restricted mobility:
 - i. BLND – Blind Passenger who may travel with a guide dog;
 - ii. DEAF – Deaf Passenger;
 - iii. MEDA – Passenger travelling on medical recommendation allowing for such travel;
 - iv. STCR – MEDA Passenger travelling on a stretcher;
 - v. WCHR – Passenger in a wheelchair who only requires carriage between Aircraft – Airport;
 - vi. WCHS – Passenger in a wheelchair, unable to move on stairs, who has to be carried into/carried out of the Aircraft;
 - vii. WCHC – Passenger in a wheelchair who has to be carried to/from his/her seat in the Aircraft.
 - e) Pregnant women and elderly persons.
- 7.2. The Customer is obliged to inform Jet Story, not later than at the time of providing the passenger list in accordance with point 4.3, of any Passengers whose physical condition qualifies them as a passenger in accordance with the definition in point 7.1.
- 7.3. Jet Story may, on the basis of information received from the Customer, demand a doctor's certificate permitting the person to travel by air or a statement from the Passenger confirming that his/her health permits travel by air.

- 7.4. Passengers with special needs or their legal guardians are informed of the date and time of passenger luggage check-in taking into consideration time required for preparation of their journey.
- 7.5. For safety reasons, Jet Story may make the contract of carriage conditional upon compliance with the requirement that Passengers with special needs should be accompanied by another person, capable of providing the necessary assistance.

8. REFUSAL TO ACCEPT PASSENGER ON BOARD THE AIRCRAFT AND PERFORMANCE OF CARRIAGE.

8.1. Refusal to carry Passengers

- a) Jet Story has the right to refuse boarding the Aircraft and to refuse carriage of persons:
- i. who do not appear on the Passenger list provided by the Customer,
 - ii. who refused to undergo Security Screening carried out by Border Guard or police,
 - iii. who after having been screened were refused access to the Restricted Area of the airport by officials carrying out such Security Screening of Passengers,
 - iv. in whose luggage the officials carrying out Security Screening of Luggage established the presence of objects not permitted for air carriage and if the Passenger refuses to remove these items from their Luggage,
 - v. being under the influence of alcohol or other drugs, which in the Captain's opinion may cause a threat to flight safety,
 - vi. disturbing public order,
 - vii. behaving in a manner unacceptable to others,
 - viii. causing danger to their own health or life, other Passengers or any Crew Member in particular whose behaviour (e.g., aggressive) may have a negative impact on flight safety,
 - ix. not possessing proper travel documents, including the use of forged travel documents,
 - x. whose behaviour hinders the Crew Members' performance of their duties,
 - xi. with visible signs of illness (e.g. poisoning)
 - xii. who are wholly or partially unfit, in need of care and if the Customer is unable to provide such care,
 - xiii. if Jet Story was not provided with the information about their condition in accordance with point 7.2,
 - xiv. with special needs who were to travel on the basis of a medical certificate permitting them to fly, if such certificate is not presented to the Captain,
 - xv. with special needs if they refuse to provide the Captain with a signed statement that their state of health permits air travel,
 - xvi. armed.
- b) If a Passenger behaves in an inappropriate manner, as described in section 8.1. a) above:
- i. prior to commencement of the flight – shall be refused check-in by Jet Story;
 - ii. prior to boarding the aircraft – shall be refused boarding by Jet Story;
 - iii. after boarding but before take-off of the Aircraft – shall receive a verbal warning from a Crew Member. In the event of it being unsuccessful also after take-off, the Aircraft will be turned back and the Passenger left in the port of departure;
 - iv. in all the above mentioned cases, the Passenger will be turned over to an Airport Security Guard or the police.

8.2. Refusal to carry Luggage

- a) The Captain has the right to refuse to accept cargo or Luggage on board, which:
- i. due to its nature, condition or size may pose a threat to flight safety or its proper protection is not possible,
 - ii. has not been subject to Security Screening by specialized, authorized public officials (Border Guard, Airport Security Guard or police), exceeds the number, weight or dimensions determined in the manner indicated in section 5.3 b) of the Regulations,
 - iii. was not identified by Passenger,
 - iv. contains hazardous materials or those not permitted for air carriage,
 - v. comprises a diplomatic bag, if the contents of the delivery endanger the safety of the Aircraft or the Captain suspects the existence of such threat.

8.3. Authorization to refuse carriage of Passengers and Luggage

- a) The Captain is empowered to refuse carriage of a Passenger or a Passenger's Luggage after consultation with the Managing Director of Jet Story; the Proxy for Protection issues or the Director of Operations of Jet Story, if possible.

9. ACCEPTANCE AND RECEIPT OF LUGGAGE FOR CARRIAGE

9.1. General principles

- a) In Luggage, Hand Luggage and in the Passenger's personal belongings it is forbidden to carry objects from the categories referred to in art. 116, paragraph. 1 and 2 of the Act, in particular those listed in the European Commission Regulations (a list of these items is provided in the tables in sections 9.2.and 9.3. hereunder).
- b) In Luggage, Hand Luggage and in the Passenger's personal belongings it is forbidden to carry dangerous materials with the exception of dangerous materials listed in the table in 9.4 below, in accordance with ICAC Doc. 9284 and IATA DGR.
- c) Items that are too fragile to be carried in luggage compartments, e.g. some musical instruments, may be carried as hand luggage only after receiving prior consent from Jet Story.
- d) Jet Story will accept for carriage only those items that pass Security Screening.

9.2. Items accepted for carriage only in the hold of Jet Story Aircraft and the bringing on board of which is prohibited:

Guns, firearms and other devices that discharge projectiles
<i>Devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:</i>
firearms of all types, such as pistols, revolvers, rifles,
toy guns, replicas and imitation firearms capable of being mistaken for real weapons,
component parts of firearms, excluding telescopic viewfinders,
pneumatic weapons and for CO ₂ , such as pistols, pellet guns, rifles and ball bearing guns,
signal flare pistols and starter pistols,
bows, crossbows and arrows,
equipment for throwing harpoons and spears ,
slings and catapults;
Stunning devices
devices designed specifically to stun or immobilize, including:
electro shock devices e.g. tasers and paralyzing batons,
devices for the stunning and slaughter of animals,
neutralizing and incapacitating chemical substances, gases and aerosols, such as tear gas, pepper spray, acid spray and animal repellent aerosols;
Objects with a sharp point or sharp edge
<i>objects with a sharp point or sharp edge capable of being used for the purpose of causing serious injury, including:</i>
objects designed for chopping, such as axes, hatchets and cleavers,
ice axes and ice picks,
razor blades,
box cutters,
knives with blades more than 6 cm long,
scissors with blades more than 6 cm long measured from the fulcrum,
equipment used for martial arts with a sharp point or sharp edge,
swords and sabres;
Work tools
<i>tools capable of being used for the purpose of causing serious bodily harm or a threat to the safety of Aircraft, including:</i>
metal crowbars
drills and drill bits, including cordless portable power drills,
tools with a blade or a shaft more than 6 cm long, able to be used as a weapon e.g. screwdrivers and chisels,
saws, including cordless portable power saws,

blowtorches.
staple guns and nail guns:
Blunt instruments
<i>objects able to be used for the purpose of causing serious injury if used to strike a blow, including:</i>
baseball and softball bats,
batons, such as rubber clubs, metal clubs covered with leather and police batons,
equipment used for martial arts;
Explosives and incendiary substances and devices
<i>explosives and incendiary substances and devices able to be used ,or so appearing, for the purpose of causing serious bodily harm or that pose a threat to the safety of the Aircraft, including:</i>
ammunition – only Div. 1.4S, UN 0012 and UN 0014 in an amount up to 5 kg per person in accordance with 2.3.A. of the IATA DGR table

9.3. Items absolutely prohibited from carriage in Jet Story Aircraft:

Explosives and incendiary substances and devices
<i>explosives and incendiary substances and devices capable of being used to cause serious injury or that pose a threat to the safety of the Aircraft, including:</i>
primers,
detonators and fuses,
mines, grenades and other military explosives,
fireworks and other pyrotechnic materials,
smoke cylinders and smoke cartridges
dynamite, gunpowder and plastic explosives

9.4. Dangerous materials permitted to be carried as checked or hand luggage of the passengers or the crew

Permitted in or as carry-on baggage					
Permitted in or as checked baggage					
Permitted on one's person					
The approval of the operator(s) is required					
The pilot-in-command must be informed of the location					
NO	NO	NO	n/a	n/a	Disabling devices such as mace, pepper spray, etc. containing an irritant or incapacitating substance are forbidden on the person, in checked and carry-on baggage.
NO	NO	NO	n/a	n/a	Electro shock weapons (e.g. Tasers) containing dangerous goods such as explosives, compressed gases, lithium batteries, etc. are forbidden in carry-on baggage or checked baggage or on the person.
NO	NO	NO	n/a	n/a	Security-type attaché cases, cash boxes, cash bags , etc. incorporating dangerous goods, such as lithium batteries and/or pyrotechnic material, except as provided in 2.3.2.6 are totally forbidden. See entry in 4.2 - List of Dangerous Goods.
NO	YES	NO	YES	NO	Ammunition (cartridges for weapons), securely packaged (in Div. 1.4S, UN 0012 or UN 0014 only), in quantities not exceeding 5 kg gross weight per person for that person's own use. Allowances for more than one person must not be combined into one or more packages.
NO	YES	NO	YES	NO	Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with non-spillable wet batteries or with batteries which comply with Special Provision A123 or A199, (see 2.3.2.2).
NO	YES	NO	YES	YES	Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with spillable batteries or with lithium batteries (see 2.3.2.3 and 2.3.2.4 for details).
YES	NO	YES	YES	YES	Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with lithium ion batteries (collapsible) , lithium-ion battery must be removed and carried in the cabin (see 2.3.2.4(d) for details).
NO	YES	NO	YES	NO	Camping stoves and fuel containers that have contained a flammable liquid fuel, with empty fuel tank and/or fuel container (see 2.3.2.5 for details).
NO	YES	NO	YES	NO	Lithium Batteries: Security-type equipment containing lithium batteries (see 2.3.2.6 for details).
YES	YES	YES	YES	NO	Lithium battery-powered electronic devices. Lithium ion batteries for portable (including medical) electronic devices, a Wh rating exceeding 100 Wh but not exceeding 160 Wh. For portable medical electronic devices only, lithium metal batteries with a lithium metal content exceeding 2 g but not exceeding 8 g. Devices in checked baggage must be completely switched off and must be protected from damage.
YES	NO	YES	YES	NO	Lithium batteries, spare/loose with a Watt-hour rating exceeding 100 Wh but not exceeding 160 Wh for consumer electronic devices and PMED or with a lithium metal content exceeding 2 g but not exceeding 8 g for PMED only. Maximum of two spare batteries in carry-on baggage only. These batteries must be individually protected to prevent short circuits.
YES	NO	YES	NO*	NO	Batteries, spare/loose, including lithium metal or lithium ion cells or batteries , for portable electronic devices must be carried in carry-on baggage only. For lithium metal batteries the lithium metal content must not exceed 2 g and for lithium ion batteries the Watt-hour rating must not exceed 100 Wh. Articles which have the primary purpose as a power source, e.g. power banks are considered as spare batteries. These batteries must be individually protected to prevent short circuits. Each person is limited to a maximum of 20 spare batteries. *The operator may approve the carriage of more than 20 batteries.
YES	NO	YES	YES	YES	Thermometer or barometer, mercury filled carried by a representative of a government weather bureau or similar official agency (see 2.3.3.1 for details).

YES	YES	YES	YES	NO	Avalanche rescue backpack , one (1) per person, containing a cylinder of compressed gas in Div. 2.2. May also be equipped with a pyrotechnic trigger mechanism containing less than 200 mg net of Div. 1.4S. The backpack must be packed in such a manner that it cannot be accidentally activated. The airbags within the backpacks must be fitted with pressure relief valves.
YES	YES	YES	YES	NO	Dry ice (carbon dioxide, solid) , in quantities not exceeding 2.5 kg per person when used to pack perishables not subject to these Regulations in checked or carry-on baggage, provided the baggage (package) permits the release of carbon dioxide gas. Checked baggage must be marked "dry ice" or "carbon dioxide, solid" and with the net weight of dry ice or an indication that there is 2.5 kg or less dry ice.
YES	YES	YES	YES	NO	Chemical Agent Monitoring Equipment , when carried by staff members of the Organization for the Prohibition of Chemical Weapons on official travel (see 2.3.4.4).
YES	YES	YES	YES	NO	Heat producing articles such as underwater torches (diving lamps) and soldering irons. (See 2.3.4.6 for details.)
YES	YES	YES	YES	YES	Oxygen or air, gaseous, cylinders required for medical use. The cylinder must not exceed 5 kg gross weight. Note: Liquid oxygen systems are forbidden for transport.
YES	YES	YES	YES	NO	Gas cartridges, small, non-flammable containing carbon dioxide or other suitable gas in Division 2.2. Up to two (2) small cartridges fitted into a self-inflating safety device such as a life jacket or vest. Not more than one (1) device per passenger and up to two (2) spare small cartridges per person, not more than four (4) cartridges up to 50 mL water capacity for other devices (see 2.3.4.2).
YES	YES	YES	NO	NO	Alcoholic beverages , when in retail packagings, containing more than 24% but not more than 70% alcohol by volume, in receptacles not exceeding 5 L, with a total net quantity per person of 5 L.
NO	YES	NO	NO	NO	Non-flammable, non-toxic aerosols in Division 2.2 , with no subsidiary risk, for sporting or home use.
YES	YES	YES	NO	NO	Non-radioactive medicinal or toilet articles (including aerosols) such as hair sprays, perfumes, colognes and medicines containing alcohol. The total net quantity of non-radioactive medicinal or toiletry articles and non-flammable, non-toxic aerosols in Division 2.2 must not exceed 2 kg or 2 L and the net quantity of each single article must not exceed 0.5 kg or 0.5 L. Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents.
YES	YES	YES	NO	NO	Lamps, energy efficient when in retail packaging intended for personal or home use.
YES	YES	YES	NO	NO	Fuel cell cartridges, spare for portable electronic devices, see 2.3.5.10 for details
YES	NO	YES	NO	NO	Fuel cells containing fuel, powering portable electronic devices (e.g. cameras, cellular phones, laptop computers and camcorders), see 2.3.5.10 for details.
YES	YES	NO	NO	NO	Hair curlers containing hydrocarbon gas , up to one (1) per passenger or crew-member, provided that the safety cover is securely fitted over the heating element. These hair curlers must not be used on board the aircraft at any time. Gas refills for such curlers are not permitted in checked or carry-on baggage.
YES	YES	YES	NO	NO	Insulated packagings containing refrigerated liquid nitrogen (dry shipper), fully absorbed in a porous material containing only non-dangerous goods.
NO	YES	NO	NO	NO	Internal combustion or fuel cell engines , must meet A70 (see 2.3.5.15 for details).
NO	YES	NO	NO	NO	Thermometer, medical or clinical , which contains mercury, one (1) per person for personal use, when in its protective case.
YES	YES	YES	NO	NO	Gas cylinders, non-flammable, non-toxic worn for the operation of mechanical limbs. Also, spare cylinders of a similar size if required to ensure an adequate supply for the duration of the journey.
YES	YES	YES	NO	NO	Specimens, non-infectious packed with small quantities of flammable liquid, must meet A180 (see 2.3.5.14 for details).
NO	YES	NO	NO	NO	Permeation devices , must meet A41 (see 2.3.5.16 for details).
YES	YES	YES	NO	NO	Lithium Batteries: Portable electronic devices (PED) containing lithium metal or lithium ion cells or batteries , including medical devices such as portable oxygen concentrators (POC) and consumer electronics such as cameras, mobile phones, laptops and tablets, when carried by passengers or crew for personal use (see 2.3.5.9). For lithium metal batteries the lithium metal content must not exceed 2 g and for lithium ion batteries the Watt-hour rating must not exceed 100 Wh. Devices in checked baggage must be completely switched off and must be protected from damage. Each person is limited to a maximum of 15 PED. *The operator may approve the carriage of more than 15 PED.
YES	YES	YES	NO	NO	Lithium batteries, spare/loose, including power banks, see Batteries, spare/loose Portable electronic devices containing non-spillable batteries , batteries must meet A67 and must be 12 V or less and 100 Wh or less. A maximum of 2 spare batteries may be carried (see 2.3.5.13 for details).

NO	NO	YES	NO	NO	Radioisotopic cardiac pacemakers or other devices, including those powered by lithium batteries, implanted into a person, or radiopharmaceuticals contained within the body of a person as the result of medical treatment.
NO	NO	YES	NO	NO	Matches, safety (one small packet) or a small cigarette lighter that does not contain unabsorbed liquid fuel, other than liquefied gas, intended for use by an individual when carried on the person. Lighter fuel and lighter refills are not permitted on one's person or in checked or carry-on baggage. Note: "Strike anywhere" matches, "Blue flame" or "Cigar" lighters are forbidden.
YES	NO	YES	NO	NO	e-cigarettes (including e-cigars, e-pipes, other personal vaporizers) containing batteries must be individually protected to prevent accidental activation.

9.5. Jet Story reserves the right to refuse carriage of Privileged Passengers or persons providing personal protection services to such Passengers, in the event of a breach of the regulations regarding the carriage of dangerous goods as well as weapons and ammunition.

10. SCREENING OF PASSENGERS AND THEIR LUGGAGE

10.1. General principles

- a) A condition for allowing a Passenger on board the Aircraft is screening of the Passenger and his/her Luggage. Departing Passengers and their Hand Luggage shall be screened prior to boarding the Aircraft or entering areas in the Sterile Zone of the airport. Security Screenings are performed by:
 - i. Border Guard - international traffic;
 - ii. Airport Security Guard under the supervision of the Border Guard – domestic traffic.
- b). Screening of Passengers and their Luggage is designed to prevent taking on board the Aircraft and into Restricted Area of airport, weapons and other dangerous objects that could be used to commit an act of unlawful interference and threaten the safety of the flight, Passengers and Crew Members or Aircraft.
- c). Screening of Passengers and Luggage comprises:
 - i. verification by ground handling agent staff or Crew Members of the identity of the Passengers (ID documents conform to the Passenger list);
 - ii. screening by the Border Guard (international traffic) or Airport Security Services under the supervision of the Border Guard (domestic traffic) to check whether the Passenger is carrying on his/her person or in his/her Luggage unauthorized materials (based on the principles described in paragraphs 10.2., and 10.3.)
 - iii. After the Screening of the Passenger and his/her Luggage, persons who did not undergo such screening will be denied access.

10.2. Screening of Passengers

- a) Screening of Passengers is performed using the following methods:
 - i. manual inspection,
 - ii. gate check using a magnetic metal detector or hand-held metal detector,
 - iii. body screening carried out in a form which does not infringe the Passenger's personal dignity in a suitably designated room and by a person of the same sex as the Passenger.
- b) Prior to passing through the magnetic gate, the Passenger must place the following in a specially prepared place (e.g. tray):
 - i. headgear, and present it for X-ray or manual check,
 - ii. personal electronic devices,
 - iii. mobile telephones,
 - iv. contents of pockets - all metal objects.
- c) The Border Guard or police will not allow a Passenger who has refused to undergo Security Screening to board the Aircraft. Such person will be handed over to airport security services.

10.3. Screening of disabled Passengers

- a) A disabled Passenger will be informed of the method and time of Screening, taking into consideration the time required to prepare for the flight
- b) A disabled Passenger and his/her luggage will be subject to Screening as described in point 10.2 b) above.

- c) Screening is performed by a person trained in this field as specified in the preceding point. Screening of disabled persons is carried out by a Border Guard for international traffic and Airport Security Services under the supervision of a Border Guard for domestic traffic.
- d) Wheelchairs, crutches and stretchers for disabled persons shall be subject to manual inspection.
- e) Any equipment required by a disabled Passenger is provided by the handling agent.

11. CARRIAGE AND COLLECTION OF GOODS

11.1. Special loads

- a) Special loads permitted for carriage by Jet Story are live animals carried in the passenger cabin.
- b) Animals may be carried in the passenger cabin if their weight does not exceed 8 kg together with the suitable container or bag for their carriage.

12. FLIGHT SCHEDULE AND CANCELLED FLIGHTS

12.1. Due to the irregular nature of the carriage service, Jet Story does not maintain a flight schedule.

12.2. Cancellation of a flight by the Passenger

- a) The Customer may cancel carriage by providing Jet Story with information via e-mail sent to the address appearing in the contract of carriage, subject to the following provisions¹:
 - i. In case of cancellation of the service of carriage after signing the contract, and more than 72 hours before the scheduled departure time, Jet Story has the right to charge the Customer a contractual penalty in the amount of 10% of the charge as stated in the contract of carriage as being the price for carriage. In such case a debit note will be issued by Jet Story within 30 days of the date of receipt of the cancellation from the Customer, with a payment term of 7 days.
 - ii. In case of cancellation of the service of carriage within 72 hours of the scheduled departure time, but no later than 24 hours prior to the scheduled departure time, Jet Story has the right to charge the Customer a contractual penalty in the amount of 30% of the charge stated in the contract of carriage as being the price for carriage. In such case a debit note will be issued by Jet Story within 30 days of the date of receipt of the cancellation from the Customer, with a payment term of 7 days.
 - iii. In case of cancellation of the service of carriage less than 24 hours before the scheduled departure time, Jet Story has the right to charge the Customer a contractual penalty in the amount of 50% of the charge stated in the contract of carriage as being the price for carriage. In such case a debit note will be issued by Jet Story within 30 days from the date of receipt of the cancellation from the Customer, with a payment term of 7 days.
- b) If the flight is not cancelled prior the time of commencement of operation, where commencement of operation means the departure flight time with passengers on board or the take off of the Aircraft for the purpose of ferrying the Aircraft to the airport from which passengers will fly, Jet Story has the right to charge the Customer a contractual penalty in the amount of 100% of the charge described in the contract of carriage as being the price for carriage. In such case a debit note will be issued by Jet Story within 30 days from the date of receipt of the notice of cancellation from the Customer, with a payment date of 7 days.
- c) In case of cancellation of the service of carriage, in the form described in 12.2.a), after payment by the Customer referred to in the contract of carriage, Jet Story will issue a correction invoice in respect of the VAT invoice referred to in the contract of carriage, and will issue a debit note for the contractual penalty. Within 7 days from the date of issuing the debit note and correction invoice, Jet Story will refund to the Customer the difference between the debit note and the correction invoice after deducting the contractual penalty and interest.
- d) If the Customer does not make payments on time, Jet Story will charge statutory interest for each day of delay.
- e). Jet Story reserves the right to claim compensation in excess of the amount of the contractual penalty if the damage exceeds such amount.
- f). If the Customer violates the provisions set out in the contract of carriage or in the Regulations, in particular concerning flight safety or in a manner that prevents the performance of the contract by Jet Story, Jet Story may withdraw from the contract without the obligation to pay compensation.

12.3. Cancellation of flight by Jet Story

- a) Apart from the cases described in other sections of the Regulations, Jet Story reserves the right not to perform the flight arising from the contract of carriage due to such objective reasons as:
 - i. difficult weather conditions endangering the safety of the flight or in case of force majeure;
 - ii. breakdown, serious failure or malfunction of the Aircraft, threatening the safety of the flight, which could not be avoided, in spite of all reasonable measures;
- b) In the cases described in sections 12.3. a) point i. and ii. of the Regulations Jet Story may:

¹ The provisions of section 12 regarding contractual penalties do not apply to contracts of carriage with consumers.

- i. commission performance of the contract to another carrier which runs a carriage service on an irregular basis;
- ii. ensure performance of the carriage by a carrier or carriers running a regular carriage service (airline) between the same departure and arrival airports, as indicated in the contract of carriage between the Customer and Jet Story;
- iii. provide carriage by other means of transport;
- iv. provide accommodation, transportation from the airport to the place of stay and from there to the airport (the next day) if the time of flight was postponed to the next day and the Passenger gave written consent to travel at the new time;
- v. provide Passengers with a meal if due to Jet Story's fault caused by the situation referred to in section 12.3.a) point ii. the flight was delayed by more than 3 hours from the scheduled start time.

The provisions of section 12.3.b) do not prejudice the provisions of Regulation 261/2004 in so far as they apply to carriage performed by Jet Story

13. PASSENGER BEHAVIOUR ON BOARD THE AIRCRAFT

13.1. Entering and exiting of Passengers to / from the Aircraft (boarding / deboarding)

- a) Entering and exiting of Passengers to / from the Aircraft may be done only in the presence of Crew Members.
- b) After Passengers have entered the Aircraft a Crew Member is obliged to:
 - i. help Passengers to take their seats,
 - ii. place Passengers' Luggage in the luggage compartments of the Aircraft,
 - iii. inform Passengers:
 - how to use the seat belts,
 - where to find and how to use the oxygen masks,
 - where to find and how to use the life jackets (depending on the flight route),
 - the location of emergency exits and lights in the floor indicating the escape route in an emergency,
 - how to place and secure Hand Luggage,
 - that smoking is prohibited,
 - of the absolute ban on the use of handheld electronic devices (PED), such as mobile phones and transmitting and receiving devices
 - temporary limitation in the use (during taxiing, take-off, landing and when the "FASTEN YOUR SEAT BELT" sign is switched on) of electronic devices such as laptops, electronic gaming devices, audio players, etc.

13.2. Occupation of seats by Passengers

Passengers must occupy their seats as indicated by the Crew Members. One seat may be occupied by only one passenger. An exception to this rule are infants, who may travel on their guardian's lap and during take-off and landing must be secured by special extensions of the adult Passenger's seat belt.

13.3. Smoking on board is prohibited.

Smoking on board Jet Story Aircraft is completely prohibited. The Captain is obliged to enforce a total ban on smoking on board the Aircraft.

13.4. The use of seat belts by Passengers

All persons who are on board the aircraft are required to use seat belts when the "FASTEN YOUR SEAT BELT" sign is switched on. Passengers should be in their seats and must have their seat belts properly fastened during take-off, landing, taxiing and at the request of the Captain. It is recommended, however, that Passengers wear their seat belts during the entire flight, when they are in their seats. The Captain is responsible for ensuring that all Passengers wear seat belts.

13.5. Passengers with special needs on board (i.e., persons referred to in section 7 of the Regulations)

- a) Before closing the doors, the Captain must ensure that Passengers with special needs or Passengers who do not speak Polish or English do not occupy seats by the emergency exit.
- b) Passengers with special needs and persons with reduced mobility (PRM) cannot occupy seats where their presence may:
 - i. interfere with Crew Members' performance of duties,
 - ii. obstruct access to emergency equipment,
 - iii. hinder evacuation from the Aircraft,

13.6. Handling of entrance and luggage doors

Opening and closing doors and luggage compartments of the Aircraft can be carried out solely by Jet Story's Crew Members or ground services .

13.7. Emergency situations

- a) In the event of an emergency on board the Aircraft, Crew Members are responsible for properly instructing Passengers of the proceedings, appropriate to the circumstances.
- b) Passengers are obliged to follow the instructions of the Aircraft's Crew Members.

13.8. The Customer and Passengers accept that the Captain has complete discretion in making decisions necessary to ensure the safety of Passengers, Crew, Luggage and the Aircraft.

13.9. The Captain decides whether and in what manner the flight will be performed, in particular, where appropriate, the Captain may change the date of departure, agreed route of the Aircraft and the place and time of landing the Aircraft.

13.10. The Captain or the Crew Member designated by the Captain decides on the position of passengers on board the Aircraft, having also a free hand regarding loading, unloading and distribution of Luggage on the Aircraft.

14. PROCEDURE RELATING TO PASSENGERS INFRINGING THE CONDITIONS OF CARRIAGE (UNRULY PASSENGERS).

14.1. Carriage of potentially dangerous persons

Jet Story does not carry potentially dangerous persons (e.g. prisoners, deportees, etc.).

14.2. Procedure of dealing with Passengers violating the conditions of carriage

- a) Examples of behaviour of a Passenger or group of Passengers that may be considered as a violation of the terms and conditions of carriage on board the Aircraft:
 - i. Verbal or physical assault on other Passenger or Aircraft Crew Member (e.g. insult, argument, fight, etc.);
 - ii. Failure to comply with instructions of the Aircraft Crew Member;
 - iii. Smoking on board;
 - iv. Insulting or improper behaviour towards Crew Members or other Passengers;
 - v. Being on board under the influence of alcohol or other drugs;
 - vi. Breaking into the Crew Members cabin;
 - vii. Attempting to open doors or emergency exits;
 - viii. Attempting to damage or damaging equipment in the Passenger cabin;
 - ix. Abuse of alcohol causing a threat to or violation of flight safety;
 - x. Use of portable electronic devices (PED) or mobile phones on board in a manner inconsistent with the safety rules described in the Regulations;
 - xi. Other acts or non-compliance with instructions given that affect flight safety.
- b) Acceptable procedures during the flight in order to neutralize negative behaviour or events in the order of their application.
 - i. Verbal warning

Delicate and tactful (in the first stage discrete) reminder to the Passenger that his/her behaviour is not positively perceived by Aircraft Crew Members. If the Passenger's behaviour does not change – repetition of the same words in public in the form of a "warning". Inform the Passenger of the possible confiscation for the duration of the flight of objects comprising the source of the conflict (electrical or electronic equipment, cigarettes, alcohol, etc.).

- ii. Use of coercive measures

In case of a negative reaction by the Passenger to the verbal warning, the Captain may decide to use coercive measures. The Captain may also at the expense of the Customer or Passenger decide to change the flight plan and land at the nearest available airport for the purpose of handing over the unruly Passenger to the security services. In this case, the Captain completes (in duplicate) a form reporting the incident on board (form SF-3). The Captain delivers one copy of the form to the airport security services.

- In case of the use of direct coercive measures against the unruly Passenger, the crew members may disable the Passenger in the manner least harmful to him/her and if possible without causing bodily injury.
- If Crew Members are unable to single-handedly disable the unruly Passenger, they may ask other Passengers for help.
- Crew members are required to prevent an unruly Passenger from consuming any alcoholic beverages.

15. LIABILITY FOR DAMAGE

15.1. General

- 15.1.1. The liability of Jet Story and each carrier involved in a Passenger's journey will be determined by its own conditions of carriage.
- 15.1.2. Carriage performed under these Regulations is subject to the liability rules laid down by the Montreal Convention of 28 May 1999, and Regulation (EC) No. 889/2002 of the European Parliament and of the Council of 13 May 2002 amending "Council Regulation (EC) No. 2027/97 of 9 October 1997 on air carrier liability in the event of accidents, as regards the carriage of passengers and their baggage".
- 15.1.3. Jet Story shall not be held liable in relation to a claimant or a person from whom the claimant derives his/her rights, wholly or partially to the extent that negligence or a wrongful act or omission caused or contributed to the damage. Jet Story also retains rights of recourse towards third parties.
- 15.1.4. Jet Story is not liable for any damage arising from its actions in compliance with any laws, regulations, orders or government requirements, or for failure of a Passenger to comply with them.
- 15.1.5. Jet Story's liability shall not exceed the amount of the proven damage and shall be subject to the restrictions resulting from respective legal provisions.
- 15.1.6. Any exclusion or limitation of Jet Story's liability shall also apply to agents, employees and representatives of Jet Story and any person whose aircraft is used by Jet Story and such person's agents, employees and representatives. The aggregate amount recoverable from Jet Story and from such agents, employees, representatives and persons shall not exceed the amount of Jet Story's limit of liability.
- 15.1.7. Unless expressly stipulated otherwise, nothing in these Terms and Conditions shall prejudice any exclusion or limitation of Jet Story's liability or any remedies available to Jet Story under the laws in force..

15.2. Jet Story's liability in case of death or bodily injury

- 15.2.1. Jet Story is liable for damage sustained in case of death or bodily injury of a Passenger only if the incident that caused the death or injury took place on board the Aircraft or in the course of any actions connected with embarking or disembarking.
- 15.2.2. Jet Story is obliged with respect to damage caused by a Passenger's death or bodily injury:
 - a) not to exclude or limit Jet Story's liability for any damages as long as such damages do not exceed SDR 113,100 (or its equivalent in another currency) per Passenger; Jet Story reserves, however, the rights deriving from paragraph 15.1.3 of the Regulations,
 - b) to the extent that the damage arising exceeds SDR 113 100 for each Passenger, Jet Story is not liable if it demonstrates that:
 - i. such damage was not due to the negligence or other wrongful act or omission of Jet Story or its servants or agents; or
 - ii. such damage was solely due to the negligence or other wrongful act or omission of a third party,
 - c) to make such advance payment for compensation as may be required to meet the immediate economic needs on a basis proportionate to the hardship suffered to a person or persons entitled to compensation not later than within 15 days after the identity of the person entitled to compensation has been established. In case of death, an advance payment shall not be less than SDR 16,000 (or its equivalent in another currency) per each Passenger. Such advance payments shall not constitute admission of liability and may be offset against any amounts subsequently paid as damages by Jet Story. Advance payments are not returnable unless it is proven at a later date that the person who received the advance payment was not entitled to compensation or in the case defined in paragraph 15.1.3. of the Regulations.
- 15.2.3. If a Passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to him/her, Jet Story shall not be liable for any illness, injury or disability, including death, which may be attributable to such condition or for the aggravation of such condition.

15.3. Jet Story's liability for damage caused by delay of carriage of passengers

- 15.3.1. Solely proven direct damage that directly results from a delay is compensable, to the exclusion of all consequential damage or any other form of damage other than compensatory damage. The Passenger must prove the existence of damage resulting directly from the delay.
- 15.3.2. The liability of Jet Story in respect of any damage caused by delay in the carriage by air of Passengers shall be limited to SDR 4,694 per Passenger.
- 15.3.3. The liability of Jet Story in respect of any damage caused by delay in the carriage by air of Luggage and Hand Luggage shall be limited to SDR 1,131 per Passenger. Article 15.4.3. shall be applicable to this limit.
- 15.3.4. Notwithstanding the provisions of subparagraphs 15.3.2. and 15.3.3. of this article, Jet Story shall not be liable for any damage occasioned by delay if Jet Story proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.

15.4. Damage to luggage

15.4.1. Jet Story is liable for damage caused by loss of or damage to Luggage, only upon the condition that the event which caused the loss or damage took place on board the aircraft or during any period in which Jet Story was in charge of the Luggage.

15.4.2. Exclusions of Jet Story's liability:

- a) Jet Story shall not be liable for damage to Luggage or Hand Luggage if said damage results from the nature of or an inherent defect in the Luggage or Hand Luggage. If the Luggage or Hand Luggage or property contained therein cause damage to another person or Jet Story, the Passenger must compensate Jet Story for all losses suffered and costs incurred as a result.
- b) Jet Story shall not assume any liability other than that provided for in subparagraph 15.4.3. below for any damage and/or loss caused to fragile, perishable or valuable items or items that are not adequately packed.

15.4.3. Amount of compensable damage:

- a) Jet Story's liability in the event of the destruction or loss of or damage to Luggage or Hand Luggage shall be limited to SDR 1,131 per Passenger. If a higher value was declared, in accordance with this article Jet Story's liability shall be limited to the value declared, unless Jet Story can provide proof that said value is lower than the real value to the Passenger at the time of delivery.
- b) For Hand Luggage allowed on board, Jet Story can only be held liable in the event of a proven fault by Jet Story.
- c) A Passenger can benefit from a higher liability limit by making a special declaration at the latest during check-in and by paying a supplementary fee.

16. TIME LIMITATION ON CLAIMS AND ACTIONS

- 16.1. No claims shall be raised in case of damage to Luggage or Hand Luggage unless the person entitled to receive delivery of the luggage complains to the carrier forthwith after the discovery of the damage, and, at the latest 7 days from the date of receipt of the Luggage, but if delivery of luggage was delayed, within 21 days of the date when the Luggage was handed over to the passenger. All complaints must be made in writing and sent to Jet Story within the aforementioned deadlines.
- 16.2. The right to damages shall be extinguished if an action is not brought within a period of two years from the date of arrival at the destination, or from the date on which the aircraft should have arrived, or from the date on which the carriage stopped. The method of calculating such period shall be determined by the competent court of law.

17. PERSONAL DATA PROTECTION

- 17.1. Jet Story sp. z o.o. with its registered office in Warsaw (address: 17 Stycznia 47, 02-146 Warsaw), collects and processes personal data for the purposes specifically related to making reservations, issuing tickets, executing contracts of carriage and rendering other services to Customers or Passengers as well as to satisfy all necessary border crossing requirements.
- 17.2. Within the scope defined in the applicable legal provisions, a Customer or Passenger is obliged to provide Jet Story with his/her personal data necessary for making a reservation for carriage, issuing tickets, delivering the contract of carriage, in possible complaints proceedings, for obtaining ancillary services and for facilitating immigration and entry requirements.
- 17.3. Jet Story shall process the personal data mentioned above and transmit it to relevant government authorities and/or other foreign recipients (including, e.g., authorities which prevent and combat acts of terrorism along with other international crimes), authorised agents, other carriers and other entities for pursuing the purposes specified above or other legally justified aims of administrators or recipients of such data.
- 17.4. Providing Jet Story with personal data takes place on an entirely voluntary basis. Customers and Passengers are entitled to unrestricted access to their personal data as well as its amendment. To this end you need to contact Jet Story in writing. Customers' and Passengers' personal data will never be used for marketing purposes without prior consent.
- 17.5. All personal data entrusted to Jet Story is subject to processing and protection in compliance with international standards and the Act on the Protection of Personal Data of 29 August 1997 (Dz. U. of 1997, No. 133, item 833, as amended).