

## CONDITIONS OF CARRIAGE RELATING TO THE IRON MAIDEN WORLD TOUR 2016

**These Conditions of Carriage apply to all Flights (as defined below) on which You and Your Baggage (as defined below) is carried.**

### **Article 1. Applicability and General Terms**

1.1. These Conditions of Carriage apply to the carriage of You and Your Baggage on all flights operated by Flugfélagið Atlanta ehf. (d/b/a Air Atlanta Icelandic) (“Air Atlanta”), on behalf of Air Charter Service plc. (“ACS”) during the Iron Maiden World Tour 2016 organized by Iron Maiden Holdings Limited (the “Flights”).

1.2. Key terms in these Conditions of Carriage are defined at the end of this document and generally are capitalized. The titles of clauses of these Conditions of Carriage are included for convenience and are not to be used for interpretation of the text.

1.3. Air Atlanta will perform the Flights pursuant to a Charter Agreement entered into with ACS and these Conditions of Carriage are incorporated by reference in the Charter Agreement. Provisions of applicable law and the relevant charter agreement supersede any inconsistent provisions in these Conditions of Carriage.

1.4. By accepting air transportation on the Flights, You are agreeing to adhere to, and to assist Air Atlanta and ACS in adhering to, all relevant laws, rules, regulations and requirements established by the United Kingdom, foreign countries and local jurisdictions, as well as governmental agencies thereof.

1.5. If these Conditions of Carriage are inconsistent with any tariffs or laws which apply to Your contract of carriage with us, the tariffs or laws will apply.

1.6. If these Conditions of Carriage are inconsistent with our regulations, these Conditions of Carriage will apply and if any of these Conditions of Carriage are invalid, such invalidity shall not affect the validity of any the other of these Conditions of Carriage.

### **Article 2. Check-In and Boarding**

2.1. Check-in deadlines are different at every airport. You must have completed the check-in process sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures and not later than any minimum time we specify. If You do not complete the check-in process for Your flight by the relevant check-in deadline, we may refuse to allow You to board the aircraft and refuse to carry You.

2.2. You must be present at the designated boarding gate for Your flight not later than the time we specify when You check in. We will not be liable to You for any loss or expense You suffer if You fail to meet Check-in deadlines, fail to present Yourself for check-in on time, or fail to be at the boarding gate on time.

2.3 Any ticket or tickets issued by us to You will be valid only in respect of the Flights. Your ticket is our property at all times.

2.4 If, at any time before or during the Tour, You become ill and Your illness prevents You from travelling on any Flight, You will not be entitled to transfer Your entitlement to carriage to any other person without our prior written consent.

### **Article 3. Passengers requiring advance arrangements**

3.1 If You are a passenger with a disability and you require any special assistance, you should inform us within a reasonable time prior to the applicable Flight of your special needs. If You are a passenger with a disability we will carry You where arrangements have been made and agreed by us to provide for Your special needs. If you do not inform us prior to the applicable Flight of your special needs, we will nevertheless use reasonable efforts to accommodate your special needs.

3.2 If You are not a passenger with a disability but You ask us prior to the applicable Flight for any special assistance, we will make reasonable efforts to meet Your request.

3.3 We may decide not to carry unaccompanied children, pregnant women or passengers who are ill, if arrangements to carry them have not been made and agreed by us before check-in.

#### **Article 4. Seating**

4.1 Seating will be allocated to You by a ACS and or Iron Maiden Holding Limited personnel. We cannot guarantee that You will be able to sit in any particular seat.

4.2 We can change Your seat at any time, even after You have boarded the aircraft, as we may need to do this for operational, safety or security reasons.

#### **Article 5. Our right to refuse to carry You or to ban You from travel**

5.1 Without limiting any other provision of these Conditions of Carriage if one or more of the following has happened or we reasonably believe may happen, we may decide to refuse to carry You or Your Baggage, You may be disembarked and refused onward carriage at any point, we may take measures we deem reasonably necessary to prevent continuation of such conduct (including restraint) and You may be prosecuted under criminal law. If You conduct Yourself in a manner described in this section, You will indemnify us for all claims or losses, including, but not limited to, all costs arising from the diversion of the aircraft for the purpose of offloading You and all losses suffered or incurred by us, our agents, employees, independent contractors, passengers and any third party in respect of death, injury, loss damage or delay to other persons or to property, arising from Your misconduct.

- (a) If carrying You or Your Baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.
- (b) If carrying You or Your Baggage may affect the comfort of any person in the aircraft.
- (c) If You are drunk or under the influence of drink or drugs.
- (d) If You are, or we reasonably believe You are, in unlawful possession of drugs.
- (e) If You have ever been caught smoking, attempting to smoke and/or tampering with a smoke detector on a previous flight by a member of our crew.
- (f) If Your mental or physical state or health is a danger or risk to You, the aircraft or any person in it.
- (g) If You have refused to allow a security check to be carried out on You or Your Baggage.
- (h) If You have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security.
- (i) If You have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of the crew of the aircraft.
- (j) If You have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft.
- (k) If You have deliberately interfered with a member of the crew of the aircraft carrying out their duties.
- (l) If You have put the safety of either the aircraft or any person in it in danger.
- (m) If You have made a hoax bomb or other security threat.
- (n) If You have committed a criminal offence during the check-in or boarding processes or on board the aircraft.
- (o) If You have not, or do not appear to have, valid travel documents.
- (p) If You try to enter a country for which Your travel documents are not valid.
- (q) If the immigration authority for the country You are travelling to, or for a country in which You have a stopover, has told us (either orally or in writing) that it has decided not to allow You to enter that country, even if You have, or appear to have, valid travel documents.

- (r) If You destroy Your travel documents during the flight.
- (s) If You have refused to allow us to photocopy Your travel documents.
- (t) If You have refused to give Your travel documents to a member of the crew of the aircraft, when we have asked You to do so.
- (u) If You ask the relevant government authorities for permission to enter a country in which You have landed as a transit passenger.
- (v) If carrying You would break government laws, regulations, or orders.
- (w) If You have refused or failed to give us information which a government authority has asked us to provide about You, including passenger information requested in advance of Your flight.
- (x) If You have failed to present Your ticket or Your boarding pass or Your travel documents to us when reasonably asked to do so.
- (y) If You have failed to complete the check-in process by the check-in deadline.
- (z) If You have failed to arrive at the boarding gate on time.
- (aa) If You have refused or failed to undergo health screening or a health examination requested by us or by a government or enforcement agency.
- (bb) If You have behaved in a way mentioned above on or in connection with a previous flight and we believe You may repeat this behaviour.

5.2 Separately, and in addition to our right to refuse to carry You under any of the provisions of 5.1, we will be entitled to refuse to carry You or Your Baggage if we have given You a banning notice.

5.3 By a banning notice we mean a written notice we have given to You informing You that You are banned from being carried on any of the Flights.

5.4 If You try to travel while a banning notice is in force, we will refuse to carry You. You will not be entitled to any compensatory or other damages.

## **Article 6. Baggage**

6.1. We will carry Your Baggage according to the following general criteria and limits:

- (a) Your baggage requirements must be notified to and agreed by IMHL/ACS.
- (b) Your Baggage may require to be carried as Cabin Baggage and should be suitable for passenger check through airports, carry onto the Aircraft and stowage in overhead lockers or under seats.
- (c) Baggage must be packed to comply with security or other laws and regulations at the Airports of Your flight/s and the laws of the territory.
- (d) The usual general limits shall be: Two pieces of carry-on Baggage as above plus any personal carry bag (handbag, briefcase or the like).

6.2. Items Unacceptable As Baggage. You must not include in Your Baggage:

- (a) Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, or applicable hazardous materials laws;
- (b) Items, the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to, or over; or
- (c) Items which we reasonably consider unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or character. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used.

6.3. If, despite being prohibited, any items referred to in section 6.2 are included in Your Baggage, we shall not be responsible for any loss or damage to such items.

6.4. Right to Refuse Carriage. We will refuse to carry as Baggage the items described in section 6.2, and we may refuse further carriage of any such items upon discovery. We may refuse to carry as Baggage any item because of its size, shape, weight, contents, or character, or for safety or operational reasons. We may refuse to carry Baggage if we reasonably believe that it is not properly and securely packed in suitable containers.

6.5 For reasons of safety and security we or our agents may ask to search and screen You and search, screen or x-ray Your Baggage. We will always try to search, screen or x-ray Your Baggage when You are present. However, if You are not available, we may search Your Baggage in Your absence. If You do not allow us to carry out the necessary safety and security searches, screening and x-rays, we may refuse to carry You and Your Baggage. If a search or screening causes damage to You, or a search, screening or x-ray causes damage to Your Baggage, we will not be liable for the damage unless it was caused by our negligence or fault.

6.6 If we agree to carry Your animals, we will carry them subject to the following conditions:

- (a) We have been requested to do so by Iron Maiden Holding Limited as per their approval thereof.
- (b) We will carry domestic pet animals as Checked Baggage or as cargo, according to our policy at the relevant time. All other animals must be carried as cargo. We will only carry animals if it would be legal for them to arrive at Your place of destination or transit point.
- (c) You must make sure that all animals travelling as Checked Baggage are put in proper, adequate and secure containers. If You fail to do this, we may decide not to carry the animals.
- (d) You must present to us all health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for the animals. If You fail to do this, we may decide not to carry the animals.

6.7 Unless carrying the animals is covered by the liability rules of the applicable convention, we will not be responsible for their loss, sickness, injury or death unless we have been negligent.

6.8 We are not liable to You for any loss You suffer because You do not have the health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for Your animals. You must repay to us any fines, costs, charges, losses or liabilities we have paid or suffered because You did not have these documents

6.9 We are not liable to You for any loss or theft of Your Baggage left unattended by You on board the Aircraft whilst the Aircraft is on ground between the Flights.

## **Article 7. Delayed and Canceled Flights**

7.1. Air Atlanta is under no obligation to provide any compensation, amenities, or benefits to You in the event of delayed or cancelled flights.

## **Article 8. Administrative Formalities**

8.1. General.

- (a) You must check the relevant exit requirements for any country You are leaving and entry requirements for any country You are visiting, and You must present to us all required passport, visas, health certificates and other travel documents needed for Your journey.
- (b) You must obey all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which You transit.
- (c) We will not be liable to You if: (i) You do not have the necessary passports, visas, health certificates and other travel documents; (ii) Your passport, visa, health certificates or other travel documents are

invalid or out of date; or (iii) You have not obeyed all relevant laws, regulations, orders, demands, requirements, rules or instructions.

8.2. Refusal of Entry. If You are denied entry into any country, we will not be responsible to pay the cost of transporting You from that country or to pay or deposit any fine or penalty or to incur any expenditure by reason of Your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents.

8.3. Customs or Other Official Inspection. If required, You shall attend inspection of Your Baggage by customs or other government officials. We are not liable to You for any loss or damage suffered by You in the course of such inspection or through Your failure to comply with this requirement.

#### **Article 9. Our Liability; Claims and Actions**

9.1. Air Atlanta shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of You as provided in the following subsections:

- (a) Air Atlanta shall not be able to exclude or limit its liability to You for damages not exceeding 113,100 Special Drawing Rights.
- (b) Notwithstanding the provisions of clause 9.1(a), if we prove that the Damage was caused by, or contributed to by, Your negligence or other wrongful act or omission we may be exonerated wholly or partly from our liability in accordance with applicable laws.
- (c) Air Atlanta shall not be liable for Damages to You to the extent that they exceed 113,100 Special Drawing Rights if Air Atlanta proves that: (i) such damage was not due to the negligence or other wrongful act or omission of Air Atlanta 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.
- (d) Air Atlanta reserves all other defences and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that Air Atlanta shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with subsections (a) and (c) hereof.
- (e) With respect to third parties, Air Atlanta reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
- (f) Air Atlanta agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of Your country of domicile or Your country of permanent residence.

9.2. Air Atlanta is liable for damages sustained in the case of destruction or loss of, damage to Unchecked Baggage, as provided in the following subsections:

- (b) (a) Except as provided below, the liability of Air Atlanta to You is limited to 1,131 Special Drawing Rights in the case of destruction, loss, damage, or delay of Baggage under the Warsaw Convention or the Montreal Convention, whichever may apply. In the case of Unchecked Baggage, Air Atlanta is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- (c) Air Atlanta is not liable for destruction, loss, damage, or delay of Baggage not in the charge of Air Atlanta, including Baggage undergoing security inspections or measures not under the control and direction of Air Atlanta. Air Atlanta are not liable for damage to Baggage caused by delay if we prove that Air Atlanta and its agents took all reasonable measures to avoid the damage or that it was impossible for Air Atlanta or its agents to take such measures.

- (d) Air Atlanta reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that Air Atlanta shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with subsection (a) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

#### 9.3. Special Provisions Concerning Baggage Liability.

- (a) We will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage. Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigors of transportation by air.
- (b) We are not liable for injury to You or for Damage to Your Baggage caused by property contained in Your Baggage. You are responsible for any damage caused by You or Your Baggage to other people and their property, and You shall indemnify us for all losses and expenses we incur as a result thereof.

#### 9.4. Other Provisions Concerning Liability.

- (a) We are not responsible for any illness, injury or disability, including death, attributable to Your age, mental or physical condition or for the aggravation of such condition.
- (b) We shall be liable only for Damage occurring during transportation that we operate.
- (c) We are not liable for any damage arising from our compliance with any laws or government regulations, orders or requirements, or from Your failure to comply with the same.
- (d) Except where these Conditions of Carriage explicitly state otherwise, our liability shall be limited to proven compensatory damages, and in any event, we shall not be liable for (i) any loss of profits, revenue, contracts, sales, anticipated savings, goodwill and reputation; and (ii) indirect, consequential losses, or (iii) any form of non-compensatory damages.
- (e) Any exclusion or limitation of our liability shall apply to and be for the benefit of our agents, employees and representatives and any person whose aircraft we use and such person's agents, employees and representatives. As a result, the total amount recoverable from us and from such agents, employees, representatives and persons shall not exceed the amount of our limit of liability.
- (f) Unless explicitly stated otherwise, nothing in these Conditions of Carriage gives up any exclusion or limitation of liability to which we are entitled under the applicable law which may apply. With respect to third parties, we reserve all of our right of recourse against any other person, including without limitation, rights of contribution and indemnity.
- (g) You hereby waive any subrogation to any passenger insurance maintained by Air Atlanta in relation to the aircraft charter agreement and the Flights.

9.5. Unless otherwise provided by the Warsaw Convention or the Montreal Convention, whichever may apply, or any applicable law, government regulations, orders or requirements, these Conditions of Carriage and any carriage which we agree to provide You with (in respect of Yourself and/or Your Baggage) shall be governed by the laws of England, and any dispute between You and us concerning or arising out of such carriage in any way whatsoever shall be subject to the exclusive jurisdiction of the English Courts.

#### **Article 10. Definitions**

“we”, “our,” “us” and “Air Atlanta” means Air Atlanta.

“You”, “Your” and “Yourself” means the person specified at the beginning of these Conditions of Carriage and any other person, except members of the crew, carried or to be carried in an aircraft with our consent.

“BAGGAGE” means Your personal property that accompanies You in connection with Your trip and that is necessary or appropriate for wear, use, comfort, or convenience in connection with Your trip, and unless specified otherwise, consists of Your Checked Baggage and Unchecked Baggage.

“CHECKED BAGGAGE” means any of Your Baggage other than Unchecked Baggage which we have taken into our custody.

“CONDITIONS OF CARRIAGE” means this document.

“DAMAGE” means death or wounding of You, or any other bodily injury suffered by You, caused by an accident on board the aircraft or during any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction or the total or partial loss of or damage to Baggage which occurs during carriage by air or our incidental handling. Additionally, it means damage occasioned by delay in the carriage by air of You or Your Baggage.

“DAYS” means calendar days, including all seven days of the week.

“MONTREAL CONVENTION” means the Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999.

“Special Drawing Right” or “SDR” means the widely recognized international unit of account based upon the values of several leading currencies. The currency values of the SDR fluctuate and are re-calculated each banking day.

“TOUR” means the Iron Maiden World Tour 2016.

“UNCHECKED BAGGAGE” means any of Your Baggage other than Checked Baggage, including all items You bring into the aircraft cabin.

“WARSAW CONVENTION” means whichever of the following instruments are applicable: The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; or the Warsaw Convention as amended at The Hague on 28 September 1955; or the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975).