

BermudAir Conditions of Carriage

V2.12, 15 Sep 2025

General Conditions of Carriage

When you buy a ticket to travel on a flight BermudAir operates, you enter into a contract of carriage with us. The contract is governed by the conditions in your ticket or itinerary and receipt, any tariffs which apply and these conditions of carriage. Flights will be operated subject to final approvals.

The contract gives you the right to make the journey shown on your ticket. These conditions of carriage are part of that contract and should be read in conjunction with any confirmation document or conditions set out in your ticket, any applicable tariffs, the Advanced Passenger Information requirements, and our privacy policy. Further information about flying with us can be found on our website at www.flybermudair.com.

Conditions of Carriage

1. Definitions

We, us, our: BermudAir Limited.

You, your: any person holding a ticket who is to be carried or is carried on an aircraft, except members of the crew, or in relation to refunds, the person who paid for the ticket. (See also the definition for passenger).

Agreed stopping places: the places, except the place of departure and the place of destination, set out in your ticket or shown in our timetables as scheduled stopping places on your route.

Airline designator code: the two or three letters or the letter and number which identify particular air carriers (BermudAir flights carry the letters 'W2' or 'BMA' + the BermudAir Flight Number).

Authorised agent – a passenger sales agent who we have appointed to represent us in selling air transportation on our services.

AnguillAir: is a sub-brand of BermudAir. All flights branded as AnguillAir are operated by BermudAir (carrying a BermudAir flight number). Subsequently, the provisions of this tariff shall apply to any flights branded as AnguillAir.

Baggage – your personal property accompanying you on your flight. Unless we say otherwise, this consists of your checked and unchecked baggage.

Baggage check – the parts of your ticket which relate to carrying your checked baggage.

Baggage identification tag – a document we give you to identify each piece of your checked baggage.

Carrier – an air carrier (whose airline designator code appears on your ticket or on a conjunction ticket).

Checked baggage – baggage which we have taken into our custody and for which we have issued a baggage identification tag or a baggage check or both. (Checked baggage normally travels in the hold of the aircraft).

Check-in deadline – the time limit we have set by which you must have completed check-in and received your boarding pass.

Convention – the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (the Montreal Convention) (1999).

Damage – includes illness, injury or death caused to a passenger. It also includes loss, partial loss, and theft of, or other damage to baggage arising out of, or in connection with, either carriage on flights we operate or other services we provide.

Days – all seven days of the week. For the purpose of sending notices, we will not count the day on which notice is sent. For the purposes of deciding whether a ticket is valid, we will not count the day on which the ticket was issued, or the first flight began.

Electronic ticket – an itinerary and receipt which has an individual number assigned and flights shown with the places of departure and destination between which you are entitled to be carried in the sequential order in which those flights have been booked, together with any boarding document we have issued to you.

Events beyond your control – unusual and unforeseeable circumstances which you cannot control and the consequences of which you could not have avoided even if you had taken all due care.

Itinerary and receipt – a document or documents we or our authorised agents issue on paper, by e-mail, or deliver electronically to passengers travelling with electronic tickets. It contains the passenger's name, flight information and a receipt.

Passenger – any person holding a ticket who is carried, or is to be carried, on an aircraft, except members of the crew. (See also the definition for you, your).

Qualifying Alternative Transportation – means comparable air transportation, or other transportation used by the passenger, at no extra cost to the passenger, that at the time such arrangements are made is scheduled to arrive at the passenger's next Stopover, or, if none, final destination within two hours after the planned arrival time of the passenger's original flight or flights.

SDR – a Special Drawing Right as defined by the International Monetary Fund. This is effectively a form of currency for which an exchange rate is published to convert a value into local currency.

Stopover – a scheduled stop on your journey at a point between the place of departure and the place of destination.

Tariff – the published fares, charges and related conditions of carriage of an airline which have been filed, where required, with the appropriate authorities.

Ticket – either a document called 'Passenger ticket and baggage check' or an electronic ticket, which we or our authorised agents have issued to you.

Transit passenger – a passenger arriving at an airport for onward travel (including to another country) on the same flight from that airport; on a connecting flight from that airport; or on a connecting flight from another airport.

Unchecked baggage – your baggage other than your checked baggage. (You normally take your unchecked baggage with you on to the aircraft).

Validity period – the period for which your ticket is valid.

2. Applicability

General

These Conditions of Carriage will apply to all flights we operate under the W2 code + BermudAir flight number and to any case where we have a legal liability to you in relation to your flight. If there is any difference between these Conditions of Carriage and any laws or regulations, the laws and regulations will apply.

Validity of these conditions of carriage

If one of these conditions of carriage is invalid, all other conditions will remain valid.

3. Tickets

General

We will only carry you if you are the passenger named in the ticket. We may ask you to prove that this is the case.

A ticket is not transferable if issued in name. You cannot transfer your ticket, but there may be unforeseen circumstances where we can offer additional assistance, as set out in clause 3e.

We may sell some tickets which may be partly non-refundable. You should choose the fare which best suits your needs and consider taking out insurance to cover instances where you might have to cancel your ticket.

Your ticket is our property at all times if it was issued by us or our authorised agents. If your ticket was issued by or on behalf of another airline, it is the property of the airline which issued it.

If you are travelling on an electronic ticket, you will not be entitled to be carried on a flight unless the electronic ticket was issued in your name and you can prove to us that you are the person named on it. You must not tamper with or amend the booking confirmation that we send to you containing your electronic ticket; we may decide not to carry you or require that a new ticket is purchased where we have reasonable cause to believe that a booking confirmation provided to us has been fraudulently created or amended.

Ticket validity period

Unless it says differently on the ticket, in these conditions of carriage, or in any tariffs which apply, a ticket is valid for:

- one year from the date it is issued; or
- one year from the date you first travelled using the ticket, as long as your first flight took place within a year of the ticket being issued.

If you are prevented from travelling within the validity period of a ticket because we could not confirm your reservation at the time you asked for it, we will:

- extend the validity period of the ticket; or
- give you a voluntary fare refund.

If you become ill and cannot travel and wish us to extend the validity period of your ticket so that you can undertake your journey at a later date, we will normally ask for a medical certificate to confirm your illness and date at which you may be able to travel. We will then normally enable you to travel at a later date provided seats are available at the fare you have paid. If other members of your immediate family were travelling with you when you fell ill, we will apply the same flexibility to their reservations as well.

If you are travelling with another passenger who passes away during your journey, please contact us to rearrange your travel plans. We recognise that you may wish to cut short or amend your travel plans or complete your journey at a date in the future, and we can extend your normal one-year ticket validity period for up to 45 days.

If you have begun your journey and a member of your immediate family dies, please contact us if you wish to rearrange your travel plans. We will normally require a copy of the death certificate to be provided to us once available. We recognise that you may wish to cut short or amend your travel plans or complete your journey at a date in the future, and we can extend your normal one-year ticket validity period for up to 45 days.

Using flights in the right sequence and changes in itinerary

Your ticket is valid only for the transportation shown on it from the place of departure through any agreed stopping places to the final place of destination. The fare you have paid is based on our tariff for the transportation shown on your ticket and forms part of your contract with us.

Your ticket is no longer valid if you do not use all the flights in the sequence provided in your ticket. Where you change your travel without our agreement and the price for the resulting transportation you intend to undertake is greater than the price originally paid, you will be requested to pay the difference in price. Failure to pay the price applicable to your revised transportation will result in the refusal of carriage.

If you want to change all or part of your transportation, you must contact us beforehand. We will work out the revised fare for your changed transportation. You will have the option of either accepting the revised fare or maintaining your original transportation. A fee to change your reservation may be applicable.

If you need to change any aspect of your transportation because of events beyond your control, you must contact us as soon as possible. We will use reasonable efforts to transport you to your next stopover or final destination, without recalculating the fare.

If you change your transportation without our agreement, your unused flights shown on your electronic ticket will not be valid for travel and will have no value and we will not carry you until:

- we or our authorised agents have recalculated the revised fare for your actual transportation;
- and you have paid the difference (if any) between the fare you have already paid and the revised fare which applies to your changed transportation.

While some changes to your transportation will not result in a change of fare, others, such as changing the place of departure (for example, because you have not used the first flight shown in your ticket or you have reversed the direction of your travel) may result in a fare increase. Many fares are valid only for travel on the dates and for the flights shown on the ticket. You may not be able to change these at all or only if you pay us an extra fee to do so.

We will accept you on the date and flight for which you have a reservation unless you fail to meet the check-in and boarding requirements, we have to deny you boarding because of overbooking or we exercise our right to refuse to carry you as outlined in these Conditions of Carriage.

If you cancel a booking before the check-in deadline for your flight, we will not cancel your return or onward reservations if you contact us and confirm the return booking is needed.

If you fail to cancel a booking before the check-in deadline for your flight or do not show up for the flight, we will not automatically cancel your return or onward reservations.

Replacement tickets

If you misplace an e-Ticket or electronic confirmation of your booking, we will send a copy of this to you on request. Please contact our call centre for assistance. If you hold a paper ticket and misplace or lose this, we may charge a reasonable administration fee to issue you with a new one. If you cannot prove that you had a valid ticket, we may ask you to pay up to the full ticket price for a new one.

Your rights if prevented from travelling by events beyond your control:

If you have been prevented from travelling by events beyond your control; and all or part of the fare for your ticket is non-refundable, we may give you a credit for the non-refundable part of the fare. We will do this if your ticket is completely unused; you have told us promptly about the events beyond your control and have given us evidence of these events. The credit can be used for future travel on us by you or any person you choose. We may take a reasonable fee from the credit to cover our administration costs.

If you make a reservation with us and there is a subsequent change to national or local public health regulations which means that you are unable to travel as booked, we will:

- enable you to re-book on a future flight on the same route without any change fee being payable but a difference in fare may apply; or
- enable you to re-book on a future flight on a different route with any difference in fare being payable; or
- provide an involuntary fare refund.

If you are prevented from travelling by national or local public health regulations which were in place at the time you booked and remain in place for your intended travel date. Any applicable change fee and difference in fare which may be involved in re-arranging your itinerary remain applicable.

If you are unable to travel because of a positive Covid-19 diagnosis or a requirement to self-isolate as a result of potential Covid-19 risks notified to you by relevant public health authorities:

- you must contact us to let us know of your condition; and
- we will either extend the validity of your ticket for up to 12 months or re-book you to travel on the same route at a future date without levying a change fee, a fare difference may apply; yet

Our name and address on tickets

Our address is: Clarendon House, 2 Church Street, Hamilton HM11. Please also see our website for more details of how to contact us.

4. Fares, Taxes, Fees and Charges and Currency

Fares

Your fare covers transporting you from the airport at the place of departure to the airport at the place of destination, unless we say otherwise.

Your fare does not include ground transport between one airport and another or between an airport and the town terminal.

We or our authorised agents will work out the fare for your ticket which applies under our tariff on the date you pay for it. The fare will be for travel on the specific dates and itinerary shown on your ticket.

If you want to change either your itinerary or your dates of travel, this may increase the fare and/or incur a fee to change your reservation.

Some concessionary fares may apply to certain qualifying individuals. This may include discretionary schemes which the airline may introduce, modify or withdraw from time to time at their sole discretion. If you wish to take advantage of any concessionary discounted fares you must select this fare, if you are eligible, at the time of booking. Discounts or concessions cannot be applied retrospectively.

Fares may be increased or decreased at any time whilst the flight is on sale. Should a lower fare become available after you have booked you will not be entitled to claim any rebate, refund or difference in fare.

Carrier imposed charges and/or surcharges may be added to your fare as part of the published total amount payable for your transportation. These will be clearly stated at the time of making your reservation.

Taxes, fees and charges

You must pay any taxes, fees and charges from governments or other authorities, operators of airports and third-party service providers. Please note that some airports from which we fly levy a separate Airport Development Fee or similar charge which is payable by each passenger before departure from that airport. These charges are not included in your ticket price. We will take all reasonable steps to ensure that information about such fees is available to you via our website at the time of making your booking.

When you buy your ticket, we will tell you about any carrier-imposed charges and surcharges, taxes, fees and other charges.

Taxes, fees and charges change constantly and can be imposed or altered after the date we have issued your ticket. If they change or if a new tax, fee or charge is imposed by a third party such as a government or airport operator after we have issued your ticket, you will have to pay us any increase. Similarly, if any taxes, fees or charges imposed by third parties such as a Government or airport operator you pay to us when we issue the ticket are then abolished or reduced, you will be entitled to claim a refund from us.

If you do not use your ticket, you will be entitled to claim a refund of any taxes, fees and charges which you paid, less a reasonable service charge.

Currency

You must pay the fare and any taxes, fees and charges in the currency of the country in which the ticket is issued, unless we or our authorised agents say you must use another currency at or before the time you pay. We may decide to accept payment in another currency.

5. Reservations

General

We will record your reservations in our computer system. If you ask, we or our authorised agents will send you confirmation of your reservation to the email address that was provided to us at the time the booking was made.

Some fares have conditions attached to them that limit or exclude your right to change or cancel reservations.

We or our authorised agents may charge additional carrier or agency fees for issuing or changing your ticket or providing other reservation services.

Time limits for payment of the fare

If you have not paid for your ticket by the deadline we or our authorised agents have set, we may decide to cancel your reservation. Normally, full payment is required at the time of making your booking.

Personal information

We may use the personal information that you provide and we collect, including information about how you purchase and use our services and facilities ('your personal information'), for the purposes of:

- making a reservation and issuing a ticket;
- providing you with your transportation and any related services and facilities;
- accounting, billing and auditing;
- checking credit or other payment cards;
- immigration and customs control;
- security, administrative and legal purposes;

- statistical analysis;
- operating frequent flyer programmes;
- systems testing, maintenance and development;
- customer relations;
- helping us in any future dealings with you; and
- direct marketing and market research (which we will only do at your request or consent and we will give you the opportunity to opt out).

For these purposes we may release your personal information to:

- our group companies;
- carriers and other companies involved in providing your transportation or related services and facilities;
- our partner airlines;
- data processors working for us;
- our authorised agents;
- government and enforcement agencies; and
- credit and other payment card companies.

This may involve sending your personal information. We will only do so where required to comply with relevant laws and legislation. We will never sell your personal data.

For more information about how we handle your personal information please see our privacy policy

Passengers' advance arrangements

If you are not a passenger with a disability but you ask us, or our authorised agents, at the time of booking to provide special assistance, we will make reasonable efforts to meet your request.

If you are a disabled person or have limited mobility and:

- you have told us or our authorised agents that you have special requirements, such as a wheelchair, or that you need special assistance;
- you have asked us or our authorised agents to provide this; and
- we or our authorised agents have agreed, before you check in, to provide for your special requirements or give you special assistance;

- we will not then refuse to carry you because of your disability, limited mobility or special requirements. Due to the size of aircraft, we operate or facilities at either your departure or arrival airport (including any stopover) we may not be able to provide certain types of assistance or handle heavy or bulky mobility aids. You must ensure that you enquire as to the availability of assistance you may require prior to making your booking.

For safety reasons, we may decide not to carry:

- pregnant women;
- passengers who are ill; or
- passengers who are disabled, have limited mobility or need special help;

if arrangements to carry them have not been made before check-in.

We require children who have not reached their 15th birthday to be accompanied by a parent, guardian or other responsible adult (aged 18 or over) on our flights.

Seating

We will try to honour advance seating requests. In particular, please note that safety restrictions preclude certain customers including children, those with mobility limitations, travelling with infants or requiring extension seatbelts from sitting in seats or rows designated as emergency exit seats.

We cannot guarantee that you will be able to sit in any particular seat but will allocate an available seat to each customer or we will make a choice available to the customer at the time of making their reservation, subject to availability.

We can change your seat at any time, even after you have boarded the aircraft, as we may need to do this for operational or safety reasons. You may have been pre-booked for a seat from which we need to request you to move for operational or safety reasons.

Reconfirming reservations

Most airlines no longer require you to re-confirm onward or return flight reservations. If you do need to reconfirm your booking, we will notify you of this requirement and advise how and where you should do this. If you fail to reconfirm a booking, we may decide to cancel your onward or return reservations.

Travel Insurance

We strongly recommend that passengers purchase valid travel insurance before commencing their travel.

6. Check-in and Boarding

Check-in deadlines

Check-in deadlines vary and your journey will be smoother if you allow plenty of time to check-in. Please find the check-in deadlines for your flights before you travel and keep to them.

The check-in deadline for your first flight

Check-in deadlines for all our flights are set out on our website www.flybermudair.com and you can also ask us or our authorised agents for details at any time.

You must check-in by the check-in deadline

If you do not complete the check-in process by the check-in deadline, we may decide to cancel your reservation and not carry you. By completing the check-in process, we mean that you have received your boarding pass for your flight.

You must arrive at the boarding gate on time

You must be present at the boarding gate not later than the time we give you when you check in. We may decide not to carry you if you fail to arrive at the boarding gate on time.

We are not liable if you fail to meet deadlines

We will not be liable to you for any loss or expense you suffer if you fail to meet check-in deadlines or fail to be at the boarding gate on time.

7. Behaviour, Refusal of Carriage and Travel Bans

Our right to refuse to carry you

We may decide to refuse to carry you or your baggage if one or more of the following has happened or we reasonably believe may happen.

- 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.
- If carrying you or your baggage may affect the comfort of any person in the aircraft.
- If you are drunk or under the influence of drink or drugs, including but not limited to consuming your own alcohol on-board the aircraft.
- If you are, or we reasonably believe you are, in unlawful possession of drugs without accompanying medical certificate.
- 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.
- If your mental or physical state or health is a danger or risk to you, the aircraft or any person in it.
- If you have refused to allow a security check to be carried out on you or your baggage.
- 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.
- If you have used threatening, abusive or insulting words towards our ground staff, another passenger or a member of the crew of the aircraft, whether in person or via written communication, including social media.
- 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.
- If you have deliberately interfered with a member of the crew of the aircraft carrying out their duties.
- If you have put the safety of either the aircraft or any person in it in danger.
- If you have made a hoax bomb or other security threat.
- If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft.
- If you have not, or do not appear to have, valid travel documents.
- If you try to enter a country for which your travel documents are not valid.

- 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.
- If you destroy your travel documents during the flight.
- If you have refused to allow us to scan or photocopy your travel documents.
- 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.
- If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger.
- If carrying you would break government laws, regulations or orders.
- If you have refused to give us information which a government authority has asked us to provide about you including passenger information requested in advance of your flight.
- If you have not presented a valid ticket.
- If you have not paid the fare (including any taxes, fees or charges) for your journey.
- If you have presented a ticket acquired illegally.
- If you have presented a ticket which you did not buy from us or our authorised agents.
- If you have presented a ticket which was not issued by us or our authorised agents.
- If you have presented a ticket which has been reported as being lost or stolen.
- If you have presented a counterfeit ticket.
- If you have presented a ticket with an alteration made neither by us nor our authorised agents.
- If you have presented a spoiled, torn or damaged ticket or a ticket which has been tampered with.
- If you cannot prove you are the person named in the ticket.
- If you have changed your transportation without our agreement.
- If you have failed to present your ticket or your boarding pass or your travel documents to us when reasonably asked to do so.
- If you have failed to complete the check-in process by the check-in deadline.
- If you have failed to arrive at the boarding gate on time.
- If you have refused to undergo health screening, or a health examination, or refused to present a valid health certificate requested by us or by a government or enforcement agency or other competent authority.
- If you have behaved in a way mentioned above on or in connection with a previous flight on our or any other airline and we believe you may repeat this behaviour.

Our right to refuse to carry you when we have banned you

The safety and security of our passengers is our absolute priority. We will not tolerate disruptive behaviour which compromises the safety of the flight or other passengers, or the crew. To protect our passengers, we have the right to ban you from our route network:

- we will be entitled to refuse to carry you or your baggage if we or any other airline have given you a banning notice;
- by a banning notice, we mean a written notice we have given to you informing you that you are banned from being carried on our route network. (This means you are banned from travelling on all flights we operate). This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask you not to buy a ticket or ask or allow anyone to do so for you;
- if you try to travel while a banning notice is in force, we will refuse to carry you, and your only recourse will be receipt of an involuntary fare refund. We may apply an administration fee to any refund given. You will not be entitled to any compensatory or other damages.

Unacceptable behaviour

If, while you are on board the aircraft, we reasonably believe that you have:

- put the aircraft, or any person in it, in danger;
- deliberately interfered with the crew in carrying out their duties;
- failed to obey the instructions of the crew relating to safety or security;
- failed to obey the seat-belt or no-smoking signs;
- committed a criminal offence;
- allowed your physical or mental state to become affected by drink or drugs;
- failed to obey the crew's instructions relating to drink or drugs;
- made a hoax bomb or other security threat;
- threatened, abused or insulted the crew or other passengers;
- behaved in a threatening, abusive, insulting or disorderly way towards the crew or other passengers; or
- behaved in a way which causes discomfort, inconvenience, damage, stress or injury to the crew or other passengers.

Then we may take any measures we think reasonably necessary to prevent continuation of such conduct, including restraint. When the aircraft lands, we may decide to:

- make you leave the aircraft;
- refuse to carry you on the remaining sectors of the journey shown on your ticket; and
- report the incident on board the aircraft to the relevant authorities with a view to them prosecuting you for any criminal offences you might have committed.

Diversion costs caused by unacceptable behaviour

If, as a result of your behaviour, we divert the aircraft to an unscheduled place of destination and make you leave the aircraft, you must pay us the reasonable and proper costs of the diversion.

Use of electronic devices on board the aircraft

For safety reasons, we may decide not to allow you to use electronic devices when you are on board the aircraft, including:

- mobile phones;
- laptop computers or tablet devices;
- personal recorders;
- personal radios;
- MP3, cassette and CD players;
- electronic games; or
- transmitting devices (for example, radio-controlled toys and walkie-talkies).

You must not use these items when we have told you that they are not allowed, particularly when the crew of your flight have notified that specific safety-based restrictions exist when your flight is operating in adverse weather conditions. This does not apply to hearing aids and heart pacemakers

8. Baggage

Your free baggage allowances

We will carry some of your baggage free of charge. Your free baggage allowance will be shown on your ticket, or in the case of an electronic ticket, on your itinerary and receipt and will depend on our baggage regulations applying at the time of your flight. If you are in doubt, please ask us or our authorised agents for details of your free baggage allowance and our baggage regulations

Excess baggage

You will have to pay a charge for the carriage of baggage over your free baggage allowance. Please see our website or ask us or our authorised agents for details of our excess baggage rates. Excess baggage will only be carried subject to space and weight being available on the flight. If excess baggage is not carried on the same flight, it will be forwarded to the ticketed destination airport as soon as possible. If you have been informed that your baggage will be transported on a later flight it is your responsibility at your own cost to collect such items on their arrival at your destination airport.

Items you must not carry in baggage

You must not carry the following in your baggage (whether as checked baggage or unchecked baggage).

- items you are forbidden from carrying by law;
- items likely to put the aircraft or people or property on board the aircraft in danger. These include the items shown in the 'International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air' and the 'International Air Transport Association (IATA) Dangerous Goods Regulations'.
- 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.

If we discover that you are carrying forbidden items, we will refuse to carry them. Please ask us or our authorised agents for information about forbidden items if you need it.

Firearms

- On some of our services we do not carry firearms and ammunition. On services where we do carry firearms and ammunition, we may charge a fee. Firearms are not carried as part of your baggage allowance.
- If you want us to carry firearms and ammunition, including sporting guns or ammunition, you must get our permission before you check-in. If you do not, we may decide not to carry them.

- If you are travelling on a service where we carry firearms and you want us to carry sporting guns or ammunition, you must let us know before you check-in. If you do not, we may decide not to carry them.
- All firearms and ammunition must be carried as checked baggage and we will not allow you to take them into the aircraft cabin.
- All firearms carried as checked baggage must be unloaded, have the safety catch on and be suitably packed in a secure, locked carrier. NO more than 5kg ammunition is permitted.
- Carrying firearms and ammunition is covered by the ICAO Technical Instruction and IATA Regulations referred to above.
- You must make sure that you have all the documents you need for firearms and ammunition. If you do not, we may decide not to carry them and you will be responsible for any and all costs arising to arrange alternative transportation for them.
- Please download and complete the Firearms/ Ammunition in baggage form.

Dangerous goods policy

Our policy is intended to help you avoid carrying anything onboard our aircraft that violates requirements, regulations and instructions from our regulators, OTARs, ICAO and U.S. Federal Law. Violators can be subject to imprisonment of up to five years and penalties of \$250,000 or more (49 U.S.C. 5124). Some ordinary products can be dangerous because changes in temperature and pressure can cause leaks, toxic fumes or fires. Please ensure these items are not in your bags or otherwise carried aboard our aircraft.

To ensure the safety and security of our customers and our crew, we reserve the right not to allow you to carry any article that our employees or agents have reason to believe might be used or adapted for causing injury or incapacitation of a person, or which could endanger an aircraft.

Some items which are not allowed to be carried in checked baggage may be carried with you on your person or in your carry-on luggage. Full details are shared below, but for example, spare lithium batteries for portable electronic devices and cigarette lighters must be removed from checked-in bags, but may be then carried onboard the aircraft. Electronic cigarettes or vaping devices are not permitted in checked bags, however you can travel with them in your carry-on bag. Traveling with medical oxygen, liquid oxygen, mobility aids and other assistive devices may require airline pre-approval or be restricted from carriage entirely. Passengers requiring these items should contact us at customerservice@flybermudair.com, or dial 441 543 9200 for information on use of such devices.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your bags and certain smoking materials on your person.

U.S. Federal Law and applicable Bermuda regulations include the following requirements:

Notification at air passenger facilities of hazardous materials restrictions

(a) Each person who engages in for-hire air transportation of passengers must display notices of the requirements applicable to the carriage of hazardous materials aboard aircraft, and the penalties for failure to comply with those requirements in accordance with this section. Each notice must be legible, and must be prominently displayed so that it can be seen by passengers in locations where the aircraft operator issues tickets, checks baggage, and/or maintains aircraft boarding areas. At a minimum, each notice must communicate the following information:

1. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.
2. There are special exceptions for small quantities (up to a total of 2 kg, or 70 ounces) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative. No single article can exceed 0.5 litres (17 fl. Oz).

(b) Ticket purchase. An aircraft operator must ensure that information regarding the types of hazardous materials (specified in paragraph (a) of this section) that a passenger is permitted to transport, or forbidden to transport, aboard an aircraft is provided at the following locations:

- Any place where boarding passes are issued and/or checked baggage is accepted;
- Each place at an airport where tickets or boarding passes are issued;
- Each place at an airport where passenger baggage is dropped off; and
- Each place at an airport where boarding areas are maintained.

The above information must include visual examples. During the purchase process, regardless if the process is completed remotely (e.g., via the Internet or phone) or when completed at the airport, with or without assistance from another person (e.g., automated check-in facility), we are required

to ensure that information on the types of hazardous materials a passenger is forbidden to transport aboard an aircraft is provided to passengers. Information may be in text form (but must include visual examples) and, effective January 1, 2015, must be such that the final ticket purchase cannot be completed until the passenger or a person acting on the passenger's behalf has indicated that the passenger understands the restrictions on hazardous materials in baggage.

Check-in. We are required to ensure that information on the types of hazardous materials specified in paragraph (a) of this section is provided during the flight check-in process.

1. When the flight check-in process is conducted remotely (e.g., via the internet or phone) or when completed at the airport, without assistance from another person (e.g., automated check-in kiosk), we are required to ensure that information on the types of hazardous materials a passenger is forbidden to transport aboard an aircraft is provided to passengers. Information should be such that the check-in process cannot be completed until the passenger or a person acting on the passenger's behalf has indicated that the passenger understands the restrictions on hazardous materials in baggage.
2. When the check in process is not conducted remotely (e.g., at the airport with the assistance of an airline representative), passenger notification of permitted and forbidden hazardous materials may be completed through signage (electronic or otherwise), provided it is legible and prominently displayed.

Items that are permitted or not permitted on our aircraft

Item	Example	Allowed for travel?
Alcoholic beverages over 70 percent by volume	Alcoholic beverages over 140 proof	No
Alcoholic beverages under 70 percent by volume	Beer, Wine or Other alcoholic beverages in retail packaging	Checked bags - yes; Opened containers aren't allowed. You can take a maximum of 5 litres per passenger for beverages 24 – 70 percent alcohol by volume in checked bags; customs regulations vary by country.
Batteries	9-voltAA/AAA/C/DAlkalineCarbon zincSilver oxideZinc airLithium or lithium-ionNickel-cadmium or nickel-metal hydride	Yes Please remove batteries from devices in your checked bags and put them in your carry-on in separate plastic bags. Lithium-ion battery acceptance by Watt-hour

Item	Example	Allowed for travel?
		(Wh):Less than 100 Wh – 4 spares in carry-on bag1–0 - 160 Wh – 2 spares in carry-on bag1–0 - 300 Wh – Contact us for guidance
Batteries, lithium ion		A maximum of 2, not exceeding 160 Wh each, are allowed in carry-on bag with airline approval
Batteries, lithium metal		Lithium content cannot be more than 2 grams per battery
Batteries, non-spillable wet		Each battery must not exceed a voltage of 12 volts and 100 watt-hour ratingEach battery must be protected from short circuit by the effective insulation of expose terminalsNot more than two spare batteries per person may be carriedIf contained in equipment, the equipment must be either protected from unintentional activation or each battery must be disconnected and its exposed terminals insulated .In battery-powered equipment capable of generating extreme heat, batteries and heating elements must be isolated by removal of the heating element, battery or other components.
Batteries, nickel-metal hydride		In battery-powered equipment capable of generating extreme heat, batteries and heating elements must be isolated by removal of the heating element, battery or other components.Must be prepared for transport so as to prevent unintentional activation or a short circuit (e.g. in the case of batteries, by the effective insulation of exposed terminals, or, in the case of equipment, by disconnection of the battery and protection of exposed terminals.
Batteries	Dry	In battery-powered equipment capable of generating extreme heat, batteries and heating elements must be isolated by removal of the heating element, battery or other components.

Item	Example	Allowed for travel?
		Must be prepared for transport so as to prevent unintentional activation or a short circuit (e.g. in the case of batteries, by the effective insulation of exposed terminals, or, in the case of equipment, by disconnection of the battery and protection of exposed terminals.
Damaged batteries	Automobile, boat or aircraft batteries	No
Portable electronic devices containing cells or batteries (including lithium) and spares for these devices intended for personal use	Watch, Calculator, Camera, Cell phone, Laptop, Computer, Notebook, Camcorder	Yes. We allow up to 2 spare batteries for personal use, with restrictions: Each spare battery is individually protected in accordance with our lithium battery acceptance policy. Batteries are in carry-on bag only. For a lithium metal battery, lithium content cannot be more than 2 grams per battery. For lithium-ion batteries, a maximum of 2, not exceeding 160 Wh each, are allowed in carry-on bag with airline approval. If carried as checked baggage, measures must be taken to prevent unintentional activation and to protect the devices from damage, and the devices must be completely switched off (not in sleep or hibernation mode).
	Portable electronic devices and spare batteries not intended for personal use (e.g., watch, calculator, camera, cell phone, laptop, notebook, camcorder, iPod, iPad) are not allowed—only up to 2 devices and 2 spare batteries for personal use are permitted in carry-on, safely packaged.	No. We allow up to 2 of each device and 2 spare batteries intended for personal use only, with restrictions: Approved devices and batteries are safely packaged in carry-on only Bags and boxes carrying more than the allotted amount for personal use will not be accepted
Cutting instruments	Metal knives (of any length or type) Box cutters Ice picks Straight razors	Checked bags - yes Carry-on bag – no. You can travel with plastic cutlery and safety/disposable razors in your carry-on bag.
Defence sprays	Mace Tear-gas Pepper spray	No
Drones		Yes, with restrictions

Item	Example	Allowed for travel?
		Your drone's battery must not exceed 160 WhA drone can be carried on if it or its box is less than 22 x 14 x 9 inches / 56 x 36 x 23 centimetres
Dry ice	Dry ice used to pack perishable items	Yes. You can travel with up to 5.5 lbs/2.5 kgs as carry-on if: Packed in a vented, hard plastic or heavy gauge Styrofoam container. If carried in checked baggage, must be labelled "DRY ICE" or "CARBON DIOXIDE, SOLID. "You tell a check-in or gate agent
Electronic cigarettes	Vapor cigarettes-cigarettes	Checked bags – no Carry-on bag – yes Since some electronic cigarettes use lithium-ion batteries, you cannot travel with them in your checked bags. You can travel with them in your carry-on, but you're not allowed to use or charge them onboard any flight. We recommend traveling with them in a designated carry case. Measures must be taken to prevent unintentional activation of the heating element while on board the aircraft
Explosives	Fireworks, gunpowder, flares/flare guns, and Swingless golf club load strips	No. You can travel with Swingles golf clubs without strips.
Fuel cells containing fuel (and spare fuel cell cartridges)		Checked bags – no. Carry-on bag - yes Fuel cell cartridges may only contain flammable liquids, corrosive substances, liquefied flammable gas, water reactive substances or hydrogen in metal hydride. Refuelling of fuel cells on board an aircraft is not permitted except that the installation oOf a spare cartridge is allowed. The maximum quantity of fuel in any fuel cell or fuel cell cartridge must not exceed: For liquids, 200 ml For solids, 200 grams For liquefied gases, 120 ml for non-metallic fuel cell cartridges or

Item	Example	Allowed for travel?
		<p>200 ml for metal fuel cell or fuel cell cartridges</p> <p>For hydrogen in metal hydride, the fuel cell or fuel cell cartridges must have a water capacity of 120 ml or less</p> <p>Each fuel cell and each fuel cell cartridge must conform to IEC 62282-6-100 Ed. 1, including Amendment 1, and must be marked with a manufacturer' certification that it conforms to the specification. In addition, each fuel cell cartridge must be marked with the maximum quantity and type of fuel in the cartridge No more than two spare fuel cell cartridges may be carried by a passenger</p> <p>Fuel cell cartridges containing hydrogen in metal hydride must comply with the following requirements of Special Provision A162. Contact Bermudair for details</p>
Firearms or ammunition	Handguns, Rifles, Shotguns, Ammunition	<p>Checked bags - yes</p> <p>Carry-on bag - no</p> <p>You can travel with firearms in checked bags only if they are declared to an agent at check-in as part of your baggage allowance. You can travel with up to 11lbs/5kg small arms ammunition for sporting purposes in your checked bags if it is: Securely packed in the original manufacturers' packaging or in a secure, locked carrier. Packaged in fibre, wood, metal or other lockable packaging specifically designed to carry small amounts of ammunition. You have and present all the documents you need for firearms and ammunition.</p>
Flammable liquids or solids	Fuel Paints Gas torches (including micro-torches and torch lighters) Flammable glues/epoxies	No

Item	Example	Allowed for travel?
Gasoline-powered tools	Gas-powered trimmers/edger Chain saws	Checked bags – yes Carry-on bag – no You can only travel with gasoline-powered tools in your checked bags if they are: New or unused. In the original packaging (which must be in good condition)
Household items	Bleach, spray starch, insecticides, drain cleaners, solvents, aerosols, and oven or bathroom cleaners	No
Hoverboards	Hoverboards, balance wheels, electric small scooters, and intelligent scooters	NoWe don't allow lithium ion battery-powered personal transportation devices on board or as carry-on or checked bags.
Lighters and matches	MatchesLighters or lighter fluidGrill lightersLighter fluid	Checked bags - noCarry-on bag – yes, but must be carried on your person, and must not contain any unabsorbed fuel (except for liquified gas)Batteries must comply with the general battery restrictions presented above.
Marijuana	Recreational Marijuana Medical Marijuana	NoAlthough we are aware of various US state laws that allow recreational or medical marijuana possession, the TSA has stated that possession of marijuana, even medical marijuana, is illegal under federal law and that it will refer passengers traveling with marijuana to law enforcement authorities. Accordingly, we do not allow passenger to transport marijuana on our flights. Anyone traveling with or transporting marijuana on our flights does so at their own risk.
Mobility devices	Electric wheelchairs with spillable batteries	NoYou can travel with mobility devices if:Transported according to our guidelinesA maximum of 1 spare battery per passenger may be carried (if non-spillable wet battery)
Personal care items	Aerosol deodorant or hair spray, insect repellent, perfume or cologne containing alcohol, nail polish or remover, and large bottles of acetone (e.g., liquid nails)	YesYou can travel with personal care items in your carry-on bag if they are:Travel-size (3.4 ounce containers or smaller)In a clear, plastic, one-quart zip-top bagYou

Item	Example	Allowed for travel?
		can travel with personal care items in your checked bags if: You have no more than 70 ounces in total. Each container has no more than 16 fluid ounces. Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents.
Pressurized containers / compressed gasses	Spray cans, butane, fuel, propane tanks, CO2 cartridges, self-inflating rafts, and recreational oxygen	No
Recreational / full-body PPE	Personal face/full-body pods, personal face/full-body tents, and stadium tents	Checked bags – yes Carry-on bag – yes You can travel with these items in your bag, but they may not be used on board or in flight. If space is limited and the item doesn't fit in the cabin, it may need to be checked.
	Portable electronic air freshener / purifier, Ozone generator	Checked bags – no Carry-on bag – yes Since some devices use lithium ion batteries, you cannot travel with them in your checked bags. You can travel with them in your carry-on, but you're not allowed to use them on board any flight. Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents.
	Samsung Galaxy Note 7	No. Includes recalled and replacement devices. Banned by the US DOT due to safety concerns related to its lithium-ion battery being prone to overheating and catching fire.
Self-heating meals	Flameless meal products such as Heater Meals, Meals Ready-To-Eat (MREs)	No
Self-inflating life jackets	Self-inflating life jackets with no more than 2 small CO2 cartridges for inflation purposes	Checked bags – yes Carry-on bag – no You can only travel with one life jacket in your checked bag, but it may be confiscated by the TSA.

Item	Example	Allowed for travel?
Scissors and tools	Metal scissors, screwdrivers, wrenches, and pliers	Yes but with restrictions. You can travel with such items as carry-on if their measurements are: Cutting edge of up to 4-inches: metal scissors Up to 7-inches: tools such as screwdrivers, wrenches and pliers
	Crowbars, Drills, Hammers, Saws	Checked bags – yes Carry-on bag - no
Smart bags	Checked or carry-on bags with built-in charging devices	Yes but with restrictions. You can travel with these bags as a carry-on if the battery is removed. If the bag needs to be checked or valeted you must remove the battery and carry it with you. Bags with non-removable batteries won't be accepted.
Stun guns / shocking devices	TASER devices, stun guns, and electro-shock weapons (conducted electrical weapons)	These items are illegal in Bermuda and must not be carried on BermudAir aircraft. Passengers arriving in Bermuda carrying these items may be subject to criminal prosecution and likely confiscation of the items by Bermuda Customs.

Further information

[Visit the TSA for rules on what you can put in your carry-on bags](#)

[Traveling with lithium batteries](#)

Special items

Audio or visual equipment

Entertainment and media companies and eligible travellers may be offered a special rate and generous bag allowance for cameras, film, lighting, sound equipment, musical instruments and other bags.

Please contact us at customerservice@flybermudair.com, or dial 441 543 9200 for a quote.

Each eligible organization / company may travel with up to 25 pieces per flight, subject to seasonal and permanent bag embargoes, at the full discretion of the airline. The maximum size and weight allowances are subject to the policies in place at the time of travel.

Media bag rates apply to representatives of companies traveling with musical instruments, camera, film, video, lighting, or sound equipment. You must present your company issued identification (ID) or business card and your government issued picture ID for travel to receive the media bag rate.

Human remains

When you travel with cremated remains, they'll be treated as your carry-on bag. It is the customer's responsibility to ensure the remains may be taken into the country of your destination. Please contact a local consulate or burial advisor if you're traveling internationally since the rules vary.

Certain crematory containers, such as urns, cannot be screened at the Transportation Security Administration's (TSA) security checkpoint.

Before you travel, check with a funeral home to make sure your container will be able to pass through TSA checkpoints. You should carry a copy of the death certificate and cremation certificate.

When traveling, airport agents can also check with TSA to determine if your container can pass through security or if it will need to be checked.

Infant seats or child restraint devices

If you're traveling with a stroller, you'll need to check it at the check-in desk if it is:

- Large
- Non-collapsible
- Over 20lbs

Carry-on instruments

You can travel with small musical instruments as your carry-on item on a first come, first serve basis as long as it:

- Fits in the overhead bin; or
- Fits under the seat in front of you

If your instrument doesn't fit in the carry-on bag space, you can choose to buy an additional seat which:

- Costs the applicable adult fare plus any applicable taxes or carrier-imposed fees
- Is not in an exit row
- Is directly next to yours, if you choose to buy an additional seat for your instrument.

Checked instruments

Your musical instrument can also be checked-in to be carried in the hold. The maximum size for checked instruments is 62" in / 158 cm, and the maximum weight permitted is 70 lbs / 32 kg per piece. Anything larger or heavier would need to be shipped via Cargo. Please contact us at customerservice@flybermudair.com, or dial 441 543 9200 for a quote.

Speakers

You can travel with a maximum of 2 small portable speakers or 1 sound bar for personal use; the total will be calculated between carry-on and checked bags.

Sports equipment

Passengers may check sports equipment as part of their checked bag allowance following the size and weight restrictions.

For sports equipment larger than a standard set of golf clubs (50" x 15" or 130 x 40cm), a \$100 fee will be charged. The maximum weight permitted is 70 lbs / 32 kg per piece.

Any sports item not specifically mentioned and not prohibited will be charged standard checked bag fees.

If the equipment bag contains anything other than approved items, then it will be charged as a standard checked bag, and additional oversize and overweight charges may apply.

You may be asked to open your bag at the airport.

Liability for damaged sports equipment

We will only be liable for any damage to sports equipment if:

- They are in hard-sided case
- The outside of the case is visibly damaged

Items not properly packed in a hard-sided case will be treated as fragile items.

We are not liable if and to the extent that the damage resulted from the inherent defect or quality of the bag.

See our “Our liability for damage to baggage” for full details

Item	Allowance & requirements	Cost
Archery	You can travel with 1 bow and quiver, arrows, and a maintenance kit	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62” or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Baseball bats	Baseball bats aren't allowed as carry-ons and must be checked in a suitable bag or case.	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62” or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Bicycle	You can travel with 1 non-motorized touring, mountain, tandem, or racing bicycle if the: Bicycle is in a hard-sided case, bicycle bag or box built for bicycle transport Handlebars are fixed sideways Pedals are removed; or Pedals and handlebars are wrapped in plastic foam or a similar material Please note that if your bicycle is not in a hard-sided case, it will be treated as a fragile item.	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62” or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Bowling	You can travel with a bowling case with up to a maximum of 3 bowling balls and shoes, which is also allowed as carry-on if the bag will fit under the seat. Bowling balls aren't allowed in overhead bins. Please note that you cannot check or carry-on bowling ball cleaners with: High amounts of acetone Alcohol over 70% volume	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62” or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.

Item	Allowance & requirements	Cost
Camping equipment	Each piece of camping equipment, such as a tent, sleeping bag, or backpack will each count as a separate checked bag. Prohibited items: camping stoves, fuels, Sterno, matches, lighters, and flares	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Curling equipment	One curling equipment bag or case may include a curling stone, curling broom, stabilizers, and delivery sticks, and must be checked in, subject to baggage size and weight limits.	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Fencing equipment	One fencing equipment bag or case can include fencing foils, a jacket, gloves, and a mask	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Fishing equipment	1 rod case (containing up to 2 rods) and 1 equipment bag or tackle box will count as 1 checked item. You can travel with: 2 rods and 1 reel in a case Fishing tackle A landing net Fishing boots 1 pair of waders (properly encased)	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Golf clubs	You can travel with 1 golf bag containing: Golf clubs, Golf balls, Golf tees, 1 pair of golf shoes; you can't travel with Swingless golf club load strips.	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Hang gliders	1 hang glider packed in a suitable case made for transport	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not

Item	Allowance & requirements	Cost
		exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Hockey, cricket and lacrosse equipment	1 bag or case containing hockey, cricket, or lacrosse sticks and 1 equipment bag will count as 1 checked item.	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Javelin & pole vault	1 javelin or pole packed in a suitable bag or case made for transport	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Oars or paddles	1 pair of oars or paddles	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Parachute	1 parachute Allowed as a carry-on provided the parachute and accessories meet carry-on size limitations and don't contain compressed gas cylinders or other such items considered as dangerous goods.	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Scuba diving equipment (with tanks)	1 scuba tank and 1 equipment bag will count as 1 checked item. You can travel with a: Scuba regulator, Tank harness, Tank pressure gauge, 1 pair of fins, 1 snorkel and mask, 1 BC vest. If you are traveling with a regulator valve: it needs to be completely disconnected	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70

Item	Allowance & requirements	Cost
	from the cylinder, and the cylinder needs an opening to allow a visual inspection inside.	lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Scuba diving equipment (without tanks)	You can travel with a: Scuba regulator Tank harness Tank pressure gauge1 pair of fins1 snorkel and mask1 BC vest	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Shooting equipment	1 case will count as 1 checked item containing: Unloaded rifles or shotguns, Unloaded pistols or revolvers, Up to 11 lbs or 5 kgs of ammunition (loose ammunition, magazines or clips won't be accepted), A shooting mat, Noise suppressors and tools. The case must be hard-sided and locked where the firearm is completely inaccessible.	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Skateboards	1 skateboard	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Skis (snow or water) and snowboards	1 pair of skis or 1 snowboard and 1 equipment bag will count as 1 checked item. You can travel with:1 pair of skis with poles or a snowboard1 pair of ski or snowboard boots / bindings1 helmet or life preserver. You cannot travel with lighters or torches for applying ski wax	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Water sports boards	Water sports boards include: Surfboards, Wakeboards, Wave skis, Boogie boards, Skim boards, Paddle boards, Speed boards, Kiteboard / Kitesurf. 1 bag or case can contain multiple boards and will count as 1 checked item. Keels, kedges, and/or fins must be removed or properly protected to prevent damage to other bags.	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.

Item	Allowance & requirements	Cost
Tennis, badmington, squash or racquetball	You can travel with 1 bag containing: Multiple rackets and balls	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.
Windsurfing equipment	Any 2 of the following windsurf equipment will count as 1 checked item: 1 board 1 mast A boom and sail	Checked-in bags are included in the fare - up to 70 lbs or 32 kgs per piece. Total dimensions must not exceed 62" or 158cm in total. The number depends on fare family. Additional bags up to a limit of 70 lbs or 32 kgs are permitted at a cost of \$100 each, and subject to capacity.

Fragile or perishable items

You must not include fragile or perishable items in your checked baggage (bags to be checked into the hold), and we will not be liable for damages to, fragile or perishable items or items of special value (but only where the carrier has been negligent), such as but not limited to:

Money and credit cards; jewellery; precious metals; computers; personal electronic devices; share certificates, bonds and other valuable documents; business documents; or passports and other identification documents; samples; works of art; house keys or car keys; cameras; or human remains, including ashes.

We are not responsible for loss of or damage to forbidden items

If, despite the fact that an item is forbidden, you include it in your baggage, we will not be responsible for any loss or damage caused to it and we may refuse further carriage of such items on discovery.

Our right to refuse checked baggage not properly and securely packed

We will refuse to carry checked baggage if we reasonably believe that it is not properly and securely packed in suitable containers. Information about acceptable packing and containers is available upon request;

We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or for the comfort of other passengers.

Our right to search, screen and x-ray you and your baggage

For reasons of safety and security we (or the airport operator of the airport from or through which you are flying) 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 it is not possible or practical for you to be present, 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 will 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.

Checked baggage (baggage checked into the hold)

You must put your name or other personal identification on each item of checked baggage.

Upon check in of your checked baggage, we shall take custody of it and we will issue a baggage identification tag for each piece.

We will carry your checked baggage, whenever possible, on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on another flight. If we carry your checked baggage on another flight we will deliver it to you, unless applicable law says you must be present for customs clearance.

Unchecked baggage (baggage you carry on the plane)

You are allowed one carry-on bag, plus a small personal items bag. The maximum dimensions are:

- Carry-on bag: 23 x 14 x 10 in (60 x 35 x 25 cm) with a maximum weight of 20 lbs (9 kgs)
- Personal item: 18 x 11 x 11 in (45 x 27 x 27 cm)

Your personal item must be able to fit underneath the seat in front of you. Examples of personal items include: handbag, small backpack, laptop, sports racquet, small musical instrument or camera bag.

If your unchecked baggage exceeds the maximum dimensions or weights; does not fit under the seat in front of you or in an enclosed storage compartment; or we decide it is not safe you must check it in as checked baggage.

If you have an item of baggage (such as a musical instrument) larger or heavier than the maximum dimensions and weight for unchecked baggage but unsuitable to be carried as checked baggage. We will carry it in the aircraft cabin if you told us before you checked in that you wanted to take it into the aircraft cabin; we agreed with you before you checked in to carry it in the aircraft cabin; and you have paid us any extra charge that applies for this service.

Please ask us or our authorised agents for details of our charges.

Collecting and delivering baggage checked into the hold

You must collect your checked baggage as soon as we have made it available at your place of destination or stopover. If you do not claim it within a reasonable time, we may charge you a storage fee. If you do not claim your checked baggage within three months from the date, we make it available, we may dispose of it without any liability to you.

Only the person with the baggage identification tag, and, if one has been issued, the baggage check, can claim a piece of checked baggage.

If a person claiming a piece of checked baggage cannot produce the baggage identification tag and, if one has been issued, the baggage check, we will deliver the baggage to them only if they can prove to us that the baggage is theirs.

Animals

On some services we may decide to not carry animals and/or to limit the number of animals permitted per flight. If we agree to carry your animals, we will carry them subject to the following conditions.

Small dogs and cats, with required documentation, will be permitted in the cabin in an approved carrier taking up no more space than a permitted carry-on bag: 11" long x 11" wide x 18" high (27 x 27 x 45cm). Carriers must be able to fit underneath the seat in front.

Trained service dogs, with the required documentation, will be permitted in the cabin in the space in front of their owner. An animal that engages in disruptive behaviour (e.g. barking, snarling, running around the cabin, and/or jumping onto other passengers or cabin crew etc. without being provoked) will not be accepted as a service animal.

We do not carry emotional support animals.

We carry dogs in our heated, pressurised hold as long as they are in an airline-approved, hard-sided crate.

Certain dog and cat breeds are more susceptible to problems while travelling. If your pet is one of these, you can travel with it on-board, but it must meet the conditions for carriage in the cabin and we cannot accept liability for stress, illness, injury or death as a consequence of flying with us.

Affected breeds are as follows:

Dogs: Affenpinscher, Boston Terrier, Boxer (all breeds), Brussels Griffon, Bulldog (all breeds), Bull Mastiff, Canary Prey dog, Cane Corso, Cavalier Spaniel, Chihuahua, Chow Chow, Dogue de Bordeaux, English Toy Spaniel, Japanese Chin, Japanese Spaniel, King Charles Spaniel, Lhasa Apso, Maltese, Mastiff, Miniature Pinscher, Pekingese, Pit Bull, Pug, Saint Bernard, Shar Pei, Shih Tzu, Tibetan Spaniel, Yorkshire Terrier.

Cats: Burmese, Exotic Shorthair, Himalayan, Persian.

You must make sure that all animals travelling in the cabin are put in approved, proper, adequate and secure, leakproof containers which provide reasonable space for your animal to ensure its welfare during the journey. If you fail to do this, we may decide not to carry the animals.

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.

For international travel, pets must meet a minimum age of 43 weeks, which translates to approximately 10 months. Specific age requirements may vary depending on whether you are

traveling to Bermuda, Canada or the USA. In Bermuda, the minimum age is 10 months, while in the USA, it's 6 months. Please ensure all pets have met their vaccination requirements for travel to the US, Canada or Bermuda. Consulting with a veterinarian is highly advised.

We will not be responsible for their loss, sickness, injury or death unless we have been negligent.

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.

From time to time, we adopt regulations for carrying animals. Please ask us or our authorised agents for a copy.

Right of Refusal. We reserve the right, at our absolute discretion, to refuse to carry any animals. All carriage is in accordance with the conditions of carriage detailed in the current edition of the IATA Live Animals Regulations.

Items removed by airport security personnel

We will not be responsible for, or have any liability in respect of, articles removed from your Baggage by airport security personnel acting in accordance with any applicable regulations, whether or not such items are subsequently retained or destroyed by such airport security personnel or are passed by them to us.

Human remains

Human remains (in the form of ashes) can be carried as hand baggage and hold baggage, but we recommend carrying as hand baggage. You should carry a copy of the death certificate and cremation certificate and the ashes must be securely packaged in an appropriate vessel and contained within your hand baggage. Please also notify our agents when checking in that you are carrying ashes.

9. Schedules, Delays, Cancellations and Denied Boarding

Schedules and changes to schedules, flight numbers and flight routings

The flight times shown in our timetables may change between the date of publication and the date you actually travel. We do not guarantee these flight times to you and they do not form part of your contract of carriage with us.

Before we accept your booking, we or our authorised agents will tell you the scheduled departure time of your flight and it will be shown on your ticket or itinerary and receipt. We may need to change the scheduled departure time of your flight after you have received your ticket.

You must ensure that we have contact details for you to be able to provide you with any essential updates around your journey, even if you have made your booking via a third party which is not an authorised agent.

We will take all reasonable steps to inform you of any changes using the contact details provided to us. If these contact details are for a third party, we cannot be held responsible for any loss, damage or compensation if the third party through whom you booked fails to pass on such information or does not do so in a timely manner.

After you buy your ticket, if there are significant changes in the itinerary and we or our authorised agents cannot book you on an alternative flight which you are prepared to accept, we will give you an involuntary fare refund. Significant changes are deemed to be:

- a change to your departure or arrival time of three hours or more, made within 14 days of departure; or
- a change to your departure or arrival time of five hours or more, made at any other time after you booked; or
- if you are on a trip of less than 48 hours' total duration and there is a change to flight times which is less than those above but which renders the purpose of your trip reasonably impractical.

A change in the flight number; or addition or deletion of a stopping place to your route does not in itself constitute a significant change unless accompanied by a significant time change, as above.

Remedies for delays and cancellations

If there is a flight cancellation, diversion or delay of greater than 120 minutes, BermudAir will, at passenger's request, cancel the remaining ticket and refund the unused portion of the ticket and unused ancillary fees in the original form of payment. Cancellation by the passenger in these circumstances must take place before 45 minutes of the revised flight schedule. If the passenger does not request cancellation and refund of the remaining portion of the ticket, BermudAir will transport the passenger to the destination on BermudAir's next flight on which seats are available. At BermudAir's sole discretion and if acceptable to the passenger, BermudAir may arrange for the passenger to travel on another Carrier. BermudAir will allocate the customer \$200 in Travel Credit to be used against the cost of a future booking on BermudAir. BermudAir will not be liable under any circumstances for any special, incidental or consequential damages arising from the foregoing.

Except as provided above, BermudAir shall have no liability if the flight cancellation, diversion or delay was due to a force majeure. As used in this rule, "force majeure" means actual, threatened or reported:

- Meteorological issues or acts of God;
- Riots, civil unrest, embargoes, war, hostilities, or unsettled international conditions;
- Strikes, work stoppages, slowdowns, lockouts, or any other labour-related disputes;
- Government regulation, demand, directive or requirement;
- Shortages of labour, fuel, or facilities; or
- Any other condition or fact beyond BermudAir's control or not reasonably foreseen by BermudAir.

When a passenger's travel is interrupted, however, for more than 4 hours after the scheduled departure time as a result of flight cancellation or delay on the date of travel other than from force majeure, BermudAir will allocate the customer \$250 in Travel Credit to be used against the cost of a future booking on BermudAir. BermudAir will also, at passenger's request, provide the passenger with the following additional amenities during the delay:

- Hotels – If overnight accommodations are available at BermudAir contracted facilities, BermudAir will provide the passenger with a voucher for one night's lodging when the delay is during the period of 10:00 pm to 6:00 am. BermudAir will provide ground transportation to the hotel if the hotel does not offer such service. If accommodations are not available,

BermudAir will provide the passenger with a voucher that may be applied to future travel on BermudAir equal in value to the contracted hotel rate, up to \$120USD (\$200 in Bermuda).

- Meals – BermudAir will provide meals and refreshments in a reasonable relationship to the waiting time. In the event of an overnight stay the customer will be reimbursed for reasonable meals and refreshments on the submission of receipts up to a maximum value of \$75 per customer per day.
- Ground Transportation – In lieu of lodging or other amenities, BermudAir will furnish ground transportation to the destination airport if a passenger's flight is diverted to an alternative airport and if the destination on the ticket and the diverted airport destination are within the following city groups:
 - Fort Lauderdale, FL (FLL)/ Miami, FL (MIA)/ Orlando, FL (MCO)/ Sanford, FL (SFB)/ Southwest Florida, FL (RSW)
 - Westchester County, NY (HPN)/ Newark, NJ (EWR)/ LaGuardia – New York, NY (LGA)/ John F. Kennedy – New York, NY (JFK)/ Stewart, NY (SWF)/ Windsor Lock, CT (BDL)
 - Boston, MA (BOS)/ Rhode Island, RI (PVD)/ Manchester, NH (MHT)/ Bangor Maine, ME (BGR)
 - Baltimore, MD (BWI)/ Washington, VA (IAD)/ Ronald Reagan Int, VA (DCA)/ Philadelphia, PA (PHL)
 - Orlando, FL (MCO)/ Fort Lauderdale, FL (FLL)/ Tampa, FL (TPA)/ Palm Beach, FL (PBI)
 - Halifax, NS (YHZ)/ Fredericton, NB (YFC)/ Moncton, NB (YQM)
 - Toronto, ON (YYZ)/ Kitchener Waterloo, ON (YKF)/ Hamilton ON (YHM)
- Additional Amenities – BermudAir will provide such additional or alternative amenities as are necessary to maintain the safety and/or welfare of customers with special needs such as customers with disabilities. Such amenities will be furnished consistent with special needs and/or circumstances.

Denied boarding compensation

While BermudAir does not plan to overbook flights, BermudAir may occasionally face a situation resulting in a flight in which BermudAir cannot accommodate one or more passengers with confirmed reservations (an "oversold flight"). BermudAir may deny boarding to passengers with confirmed reservations on an oversold flight as set forth in this rule. The rights of passengers who are denied boarding shall be governed by this rule.

Before denying boarding to any passenger holding a confirmed reservation on an oversold flight, BermudAir will ask other passengers on the flight to voluntarily give up their seat in exchange for compensation in an amount and form to be determined by BermudAir in its sole discretion. If a sufficient number of volunteers agree to give up their seats in response to BermudAir's offer, then no passenger with a confirmed reservation will be involuntarily denied boarding due to the oversale of the flight. If there are more volunteers than required, selection of the volunteer(s) to receive compensation will be determined in BermudAir's sole discretion.

Involuntary Denied Boarding – If an insufficient number of passengers volunteer to give up their seats in response to BermudAir's offer, BermudAir may involuntarily deny boarding to one of more passengers on the oversold flight according to the following boarding priority rules:

- Founder's Club members and passengers holding tickets purchased under a BermudAir corporate travel agreement will be accommodated before other passengers holding tickets and/or boarding passes for confirmed space

Passengers With Boarding Passes – Passengers holding boarding passes who check in and present themselves at the departure gate in compliance with BermudAir check-in policy will be accommodated before passengers who have not been issued boarding passes or who fail to comply with applicable check-in requirements. Subject to the availability of seats on the aircraft, boarding passes may be obtained by passengers who hold tickets for confirmed reserved space in the following manner:

- For passengers travelling on electronic tickets, through the Online Check-in feature on flybermudair.com within 24 hours of scheduled departure
- For passengers travelling on electronic tickets, through a BermudAir airport kiosk within four hours of scheduled departure
- From a BermudAir airport ticket counter and/or the check-in desk located in the departure area

Passengers Without Boarding Passes – Passengers with confirmed reservations who have not been issued a boarding pass and present themselves at the departure gate in compliance with BermudAir's policies will be accommodated according to the following priority rules:

- Passengers who have been rebooked to the present flight as a result of an irregular operation (e.g., delay, cancellation) of a previously booked flight

- Founder's Club Members
- Passengers by time of check-in

Special Needs Passengers - Because of the special needs of passengers with disabilities, aged or infirm passengers, and active members of the U.S., U.K. or Bermudian Armed Forces on travel orders, BermudAir reserves the right to accommodate such passengers without regard to the boarding priorities established by the provision.

Transportation for Passengers Denied Boarding – BermudAir will provide transportation to passengers who volunteer to relinquish their seats or who are denied boarding involuntarily due to the oversale of a flight as follows:

- Next Available Flight – BermudAir will transport the passenger on its next flight on which space is available to the passenger's destination at no additional cost to the passenger.
- Transportation on Other Airlines – At BermudAir's sole discretion, BermudAir may instead arrange for transportation on any other Carrier or combination of Carriers to the passenger's next Stopover, or if none, to the passenger's destination, at no additional cost to the passenger.
- Overnight Stay Required – If the transportation provided to a passenger pursuant to this section requires that the passenger stay overnight before continuing his/her travel, BermudAir will provide hotel accommodations to the passenger at no additional cost. If hotel accommodations are unavailable, BermudAir will compensate the passenger with a credit voucher valid for future purchases from BermudAir in an amount commensurate in value with the local average contracted hotel rate up to \$120USD (\$200 in Bermuda), to be determined by BermudAir. In addition, BermudAir will provide meals and refreshments in a reasonable relationship to the waiting time.

Compensation for Involuntary Denied Boarding – When a passenger with a confirmed reservation is involuntarily denied boarding on an oversold flight pursuant to this rule, BermudAir's sole liability to the passenger shall be to provide alternative transportation as provided in paragraph 7, above, and to pay denied boarding compensation, if applicable, pursuant to the terms and conditions of this rule.

Conditions for Payment of Involuntary Denied Boarding Compensation – The passenger shall not be entitled to any compensation for involuntary denied boarding if:

Passenger's Failure to Comply with Contract of Carriage – The passenger has not complied fully with BermudAir's contract of carriage or tariff provisions regarding ticketing, reconfirmation, check-in, or acceptability for transportation

Alternative Transportation – BermudAir arranges comparable air transportation, or other transportation used by the passenger, at no extra cost to the passenger, that at the time such arrangements are made is scheduled to arrive at the passenger's final destination within one hour after the planned arrival time of the passenger's original flight or flights.

Amount of Involuntary Denied Boarding Compensation – If all conditions for compensation are met, then BermudAir shall pay compensation to passengers involuntarily denied boarding in an amount to be calculated as follows:

- When BermudAir arranges Qualifying Alternative Transportation – If BermudAir arranges Qualifying Alternative Transportation, then BermudAir will pay denied boarding compensation in an amount up to a maximum of 200% of the fare (including any surcharges and air transportation taxes) to the passenger's final destination, but no more than \$775, or \$1,000 in Travel Credit, to be used against the cost of a future booking on BermudAir.
- Where BermudAir cannot arrange Qualifying Alternative Transportation – If BermudAir cannot arrange Qualifying Alternative Transportation, then BermudAir will pay denied boarding compensation in an amount up to a maximum of 400% of the fare (including any surcharges and air transportation taxes) to the passenger's final destination, but no more than \$1,550, or \$2,000 in Travel Credit, to be used against the cost of a future booking on BermudAir.

Time of Payment for Involuntary Denied Boarding Compensation – If all conditions for compensation are met, BermudAir will pay any involuntary denied boarding compensation on the day and at the place where the denial of boarding occurred, in cash or immediately negotiable check; provided, however, that if the alternative transportation arranged for the passenger's convenience departs before the payment can be made to the passenger, then payment will be made by mail or other means within 24 hours after the denied boarding occurs.

Schedules, and onward travel arrangements

Where you have purchased a ticket which includes an onward connection on another BermudAir flight or a flight operated by our partner airlines on the same Ticket or a Conjunction Ticket, we will

offer all reasonable assistance to rearrange your travel plans if a change of schedule, delay or cancellation results in your connection no longer being effective. Alternatively, you will be entitled to an involuntary fare refund for any part(s) of your journey no longer appropriate.

If you have made onward travel arrangements separately with another airline or another provider of transportation such as a rail, ferry or road company and your BermudAir flight is affected by a change of schedule, delay or cancellation:

- we will not meet any costs or losses incurred to re-arrange or modify your onward travel arrangements nor provide other facilities such as overnight hotels or meals and refreshments that you may deem required by the change to your travel plans;
- you may have legal rights if the change, delay or cancellation meets the provisions of the relevant legislation for you to become eligible for compensation;
- in such cases, the time of arrival at your destination to establish any eligibility for compensation shall be the arrival time at the last point shown on your BermudAir Ticket or Itinerary.

How to claim for compensation

If you feel you are entitled to compensation, as detailed, above, use the following link to send us your details and associated receipts:

[Compensation Claims Form](#)

10. Refunds of Fares and Taxes, Fees and Charges

General

Most of our fares are non-refundable. Where provided for within the fare rules, we will refund the fare for your ticket, or any unused part of it, and any taxes, fees and charges applicable to your booking.

Unless we say otherwise, we will only make a refund either to the person named on the ticket or to the person who paid for the ticket.

You must, if you want a refund, prove to us that you are the person named on the ticket or, if this applies, the person who paid for the ticket.

Involuntary fare refunds

We will pay fare refunds as set out below if we:

- cancel a flight;
- make a significant change to a flight time which is not acceptable to you;
- fail to operate a flight reasonably according to schedule;
- fail to stop at your place of destination or stopover;
- refuse to carry you because a banning notice is in force against you.

If you have not used any part of the ticket, the refund will be equal to the fare and any taxes, fees and charges you have paid.

If you have used part of the ticket, the refund will be equal to at least the difference between the fare and any taxes, fees and charges you have paid and the correct fare taxes, fees and charges for travel between the points for which you have used your ticket.

Voluntary fare refunds

If you are entitled to a refund of the fare for your ticket for reasons other than those set out above, the refund will be as follows:

If you have not used any part of the ticket, the refund will be equal to the fare and taxes, fees and charges you have paid, less any cancellation and reasonable administration fees.

If you have used part of the ticket, the refund will be equal to the difference between the fare and taxes, fees and charges you have paid and the correct fare, taxes, fees and charges for travel between the points for which you have used the ticket, less any cancellation and reasonable service charges or cancellation fees.

Our right to refuse a fare refund

We may decide to refuse to give you a refund if you apply for it after the end of the ticket validity period.

We may decide to refuse to give you a refund if, when you arrived in a country, you presented your ticket to us or to government officials as evidence of your intention to leave that country, unless you can prove to us that:

- you have permission to stay in the country; or
- you will be leaving the country on another airline or on another form of transport.

Currency

We will pay you a refund in the same way and in the same currency that you used to pay for the ticket, unless we agree otherwise. For example, if you paid in US dollars by credit card, we will make a refund in US dollars to your credit card account.

Some of our fares will be refunded in the form of credit to your user account for use against a future flight booking.

We will only give you a voluntary fare refund if we or our authorised agents issued the ticket and we or they have authorised the refund.

11. Services Provided by Other Companies

If we:

- arrange for another company (such as a tour operator, a train company, a ferry or a hotel) to provide land or sea transport or other services for you; or
- issue you with a ticket or voucher relating to land or sea transport or other services;

we are only acting as your agent in making the arrangements or issuing the ticket. The terms and conditions of the company providing those services will apply.

If we are also providing land or sea transport for you, specific conditions (not these conditions of carriage) will apply to that transport. Please ask us or our authorised agents for a copy of these specific conditions.

12. Travel Documents, Entry Requirements, Customs Inspection and Security Screening

General

You (not us) must check the relevant entry requirements for any country you are visiting; and present to us all passports, visas, health certificates and other travel documents needed for your journey.

You must obey all laws, regulations and orders of any countries you fly from, enter or travel through or in which you are a transit passenger.

We will not be liable to you if:

- you do not have all necessary passports, visas, health certificates and other travel documents;
- your passport, visa, health certificates or other travel documents are invalid or out of date; or
- you have not obeyed all relevant laws.

You must present to us valid passports, visas, health certificates and other travel documents

Before you travel, you must present to us all passports, visas, health certificates and other travel documents you need for your journey. If we ask, you must:

- allow us to take and keep copies of them; and
- deposit your passport or equivalent travel document with a member of the crew of the aircraft for safe custody until the end of the flight.

What happens when you are refused entry to a country

If you are refused entry to a country, you must pay:

- any fine, penalty or charge imposed on us by the government concerned;
- any detention costs we are charged;
- the fare for transporting you back to your place of departure; and
- any other costs we reasonably pay or agree to pay on your behalf.

We will not refund to you the fare for carrying you to the place where you were denied entry.

You must repay us fines, detention costs and other charges

If we have to pay any fine, penalty, fee, charge or costs (such as detention costs) because you have failed to obey any laws or regulations, or other travel requirements of the country to which you have travelled to or to produce the necessary documents needed by that country, you must repay us the amount we have paid as a result. We may take this amount from the value of any unused part of your ticket, or any of your money we have in our possession.

Customs inspection

If necessary, you must be present when your baggage is inspected by customs or other government officials. We will not be liable to you for any damage you suffer in the course of an inspection or because you are not present.

Security screening

You must allow us, government officials, airport officials, or other carriers to carry out security screening of you or your baggage.

13. Successive Carriers

If we and other carriers are involved in performing carriage for you under one ticket, or under a conjunction ticket, we will regard the carriage as a single operation for the purposes of the convention.

14. Liability for Damage

These conditions of carriage govern our liability to you.

The conditions of carriage of other carriers govern their liability to you. The conditions of carriage of each other carrier involved in your journey govern its liability to you. Other carriers may have different limits of liability.

Our liability for the illness, injury or death of passengers

Our liability for damages sustained in the event of illness, injury or death of a passenger in the event of an accident shall not be subject to any financial limit, be it defined by law, convention or contract.

For any damages up to the sum of the equivalent of 113,100 SDRs, we shall not exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the damage or that it was impossible for us or our agents to take such measures.

Notwithstanding the provisions of Clause 14(c)(2), if we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased passenger or the person claiming compensation we may be exonerated wholly or partly from our liability in accordance with applicable law.

To the extent that damages under this clause 14(c) may potentially exceed 113,100 SDRs they will be reduced accordingly if we prove that the damage was not due to the negligence or other wrongful act or omission of us or our agents or that the damage was solely due to the negligence or other wrongful act or omission of a third party.

We shall, without delay, and in any event not later than 15 days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a business proportionate to the hardship suffered.

Without prejudice to clause 14(c)(5), an advance payment shall not be less than the equivalent of 16,000 SDRs per passenger in the event of death.

An advance payment shall not constitute recognition of our liability.

An advance payment may be offset against any subsequent sums paid on the basis of our liability.

An advance payment is not returnable, except in the cases described in clause 14(c)(3), or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

We are not responsible for any illness, injury or death, attributable to your physical condition or for the aggravation of such condition.

Our liability for damage to or loss of baggage

We are not liable for damage to unchecked baggage unless we caused the damage by our negligence or the negligence of our agents.

Our liability for lost, or damage to, checked baggage is limited by the convention to 1,288 SDRs except where you prove that the damage resulted from an act or failure to act either done:

- with the intention of causing damage; or
- recklessly and with knowledge that damage would probably result, and you prove that our employees or agents responsible for the act or omission were acting within the scope of their agreement.

To submit a claim for damage to baggage incurred whilst the bag was carried on a BermudAir flight contact the airline and submit a completed Property Irregularity Report within seven days from the date you received the damaged baggage. The claim will be reviewed and a decision made on whether compensation is due, and to what amount, at the sole discretion of the airline. No disputes will be entered into.

If you declare a value higher than the value shown above to us at check-in and pay the additional fee, our liability shall be limited to such declared value (subject to such higher sum being limited to the passenger's actual interest in delivery at destination).

If the weight of your checked baggage is not recorded on the baggage check, we will presume that it is not more than the free baggage allowance for the class of carriage concerned.

We are not liable for damage to baggage caused by delay if we prove that we and our agents took all reasonable measures to avoid the damage or that it was impossible for us or our agents to take such measures.

We are not liable for any damage caused by your baggage.

You are responsible for any damage caused by your baggage to other people and property, including our property.

We are not liable in any way whatever for damage to items which you are forbidden from including in your checked baggage. These items include fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, or passports and other identification documents. In the event of a claim for damage, delay or loss, we will avail ourselves of all defences of contributory negligence specified in the convention.

We are not liable in any way whatever for damage to items which you include in your unchecked baggage although you are forbidden from including.

Our liability for damage caused by delay to passengers

Our liability for damage caused to a passenger by delay is limited by the convention.

We are not liable for damage to passengers caused by delay if we prove that we and our agents took all reasonable measures to avoid the damage or that that it was impossible for us or our agents to take such measures.

General

If we issue a ticket for you to be carried on another carrier; or check in baggage for carriage on another carrier; we do so only as agent for that carrier. If you have a claim for checked baggage, you may make it against the first or last carrier or against any carrier performing the carriage during which the damage took place.

We are not liable for any damage arising from the fact that we have obeyed laws or government rules and regulations; or you have not obeyed laws or government rules and regulations.

Except where these conditions of carriage say differently, we are liable to you only for compensatory damages which you are entitled to recover for proven losses and costs under the convention.

Our contract of carriage with you (including these conditions of carriage and exclusions or limits of liability) applies to our authorised agents, servants, employees and representatives in the same way as it applies to us. As a result, the total amount you can recover from us and our authorised agents, servants, employees, and representatives will not be more than the total amount of our own liability, if any.

Unless we say otherwise, nothing in these conditions of carriage gives up any exclusion or limitation of liability to which we are entitled under the convention or any laws which may apply.

Nothing in these conditions of carriage prevents us from excluding or limiting our liability under the convention or any laws which apply; or gives up any defence available to us under the convention or any laws which apply; against any public social insurance body or any person liable to pay, or who has paid, compensation for the illness, injury or death of a passenger.

15. Time Limits for Baggage Complaints

Receipt without complaint is evidence of delivery in good condition

If the person with a baggage check or a baggage identification tag receives checked baggage without complaint lodged within the timescales below, that this will create a rebuttable presumption that your baggage has been delivered in good condition and/or that any delay in the receipt of your baggage has not caused you any loss.

Complaints about damage to checked baggage: timescales

If your checked baggage is damaged, you must complain in writing to us immediately you discover the damage and, at the latest, within seven days from the date you received the checked baggage.

Complaints about delay to checked baggage: timescales

If your checked baggage is delayed, you must complain in writing to us within seven days at the latest of the checked baggage being made available to you.

16. Action For Damages Must Be Brought Within Two Years

No claim for damages, whether arising in contract, tort or otherwise, may be brought by you against the carrier, its servant or agents unless the claim is brought within two years calculated from the following dates:

- the date of arrival at the place of destination;
- the date on which the aircraft ought to have arrived; or
- the date on which the carriage stopped.

The method of calculating the period of limitation will be determined by the law of the court where the case is heard.

17. Other Conditions

From time to time, we may offer services of third parties to provide additional services, frequent flyer rewards schemes, or discount schemes. Where these services are provided by a third party we act as agent only and such schemes will be subject to the supplier's conditions.

18. Passengers With Specific Requirements - Disability, Medical & Health

Passengers with specific requirements include people with a disability such as people with a temporary or permanent physical impairment (sensory or locomotory), an intellectual impairment or any other type of disability. People with disabilities may be elderly and/or may have an illness. If you require any special assistance, you should inform us at the time of booking of your special needs.

If you are a passenger with a disability or other specific special requirements, we will carry you where arrangements have been made to provide for your specific needs. If you do not inform us at the time of booking of your special requirements, we will nevertheless use reasonable efforts to accommodate them.

We are unable to accept carriage of passengers with a disability who require the assistance of a carer/support person unless a carer/support person is travelling with the passenger. You must arrange to be accompanied by sufficient carer(s)/support person(s) to assist you with your needs in-flight.

If you have specific requirements, you should advise us of those requirements at least 48 hours prior to your travel. Passengers with specific requirements should ensure that they are at the boarding gate when the announcement for pre-boarding is made.

Wheelchairs and mobility aids that cannot be lifted manually into the aircraft hold will only be accepted for travel if both airports can provide the facilities to load / unload the device. Please note that some airports may not have sufficient equipment for lifting heavy wheelchairs and mobility aids. Notifying us 48 hours prior to your departure will enable us to establish this and use reasonable efforts to accommodate you.

You must be reasonably satisfied that before you board the aircraft you are medically fit to fly. If you have any reason to suspect, or ought reasonably to know, that you have a condition which might be exacerbated by the normal operation of an aircraft or could cause you difficulty if you do not have medical assistance before the flight has ended then you should not fly. If you have any doubt whatsoever you are obliged to seek professional medical advice before flying with us.

Whenever you are aware of a health condition of the type just mentioned, but have been advised that you are fit to fly provided certain precautions are taken (for example, use of medication), it is your responsibility to ensure that all such precautions are in fact taken before, during and after your

flight, as the case may be and that you are able to produce written evidence of your fitness to fly, if requested to do so.

There is no charge for transporting any assistive device, such as a wheelchair or a cane, and such assistive devices will not be counted towards your free baggage allowance.

Due to the size of the aircraft, we operate we are unable to accept passengers with fused limbs or who need to travel on a stretcher on any flight.

19. Infants & Children

Infants

Infants are children under the age of two years on the date of travel.

If an adult is travelling with two infants under the age of two years, one infant must sit on the accompanying adult's lap and the other infant must occupy a separate seat and be seated in a suitable and approved child car seat/restraint device described below next to the accompanying person. The second seat must be purchased by the accompanying adult. For safety and operational reasons, certain seats are not available to be purchased for an infant and only one infant per seating row may be booked to sit on an accompanying adult's lap.

Infants under two weeks of age will not be accepted for travel unless specifically authorised by a medical practitioner, midwife or equivalent.

Children

A child who has reached their second birthday must occupy their own seat. If the child's second birthday occurs during a journey, a seat must be booked for the child for the return flight. Children aged two years or over must occupy their own seat and pay the child Fare.

We do not accept children to travel without a person aged 18 years or older who will take responsibility for that minor. In all circumstances the booking must be made by someone who is 18.

Under no circumstance may an unrelated passenger be asked to accept responsibility before a flight for a minor travelling unaccompanied.

Young persons travelling alone

Passengers aged between 15-17 years are eligible for unaccompanied travel without restrictions. Bookings for Young Persons must be made exclusively through the Customer Call Centre. In the event of flight disruptions, the parent or legal guardian of the Young Person will be held responsible for making any necessary arrangements beyond the scope of the airline.

General conditions relating to infant & child travel

It is the accompanying person's responsibility to ensure that the infant or child is adequately secured in the aircraft seat. We recognise the Child Aviation Restraint System (CARES) as an approved child restraint system for children 10 to 20 kgs (22 – 44 lbs) with a height no more than 100cm (40 in).

ID requirements for Infants and Children may vary from country to country. It is your responsibility to ensure that all passengers on the booking are properly documented.

20. Assignment

We will have the right to assign these Conditions of Carriage to our successor provided that there will be no change to these Conditions of Carriage and provided that the assignee executes an assignment and assumption agreement in a form satisfactory to the relevant regulatory authority whereby the assignee undertakes and agrees to assume all of our obligations. No assignment is permitted to you.

These Conditions of Carriage are binding upon and will inure to the benefit you and us and to any permitted successors and assigns, and any reference to a party will also be a reference to a successor or permitted assignee.

21. Severability

If any provision of these Conditions of Carriage is found by a Court of competent jurisdiction to be prohibited or unenforceable or in violation of applicable regulations, then such provision will be ineffective to the extent of such prohibition or unenforceability or violation without invalidating the remaining provisions of these Conditions of Carriage, and any such prohibition or unenforceability or violation in one jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

22. Waiver

Any agreement on the part of you or us to waive or extend any provision in these Conditions of Carriage will only be valid if made by instrument in writing and signed by you or us. A waiver by you or us of the performance of any obligation, condition, representation or warranty will not be construed as a waiver of the performance of any other obligation, condition, representation or warranty.

23. Third party rights

Nothing in these Conditions of Carriage, whether express or implied, is intended or should be construed as conferring or giving any person other than you or us, or any permitted successors and assigns, any rights, remedies, obligations or liabilities under or by any reason of these Conditions of Carriage or result in such person being deemed to be a third party beneficiary of these Conditions of Carriage.

24. Entire agreement and amendment

These Conditions of Carriage represent the entire agreement between you and us and expressly replace, supersede and cancel any prior oral or written agreement or communications regarding these Conditions of Carriage and there are no representations, warranties, conditions, covenants or agreements other than as expressly as set forth herein. Any changes or modifications of these of these Conditions of Carriage must be in writing and signed by you and us.

25. Choice of law and jurisdiction

The parties agree that this agreement, its terms and conditions, and the rights of the parties hereunder shall be governed by and construed in all respects in accordance with the laws of Bermuda without giving effect to its conflicts of law provisions. The parties to this agreement hereby irrevocably agree that the courts of Bermuda shall have exclusive jurisdiction in respect of any dispute, suit action arbitration or proceedings which may arise out of or in connection with this agreement and waive any objection to proceedings in the courts of Bermuda on the grounds of venue or on the basis that the proceedings have been brought in an inconvenient forum.

26. Interpretation

The title of each article or clause of these Conditions of Carriage is for convenience only and is not intended to be used for interpretation of the text.

27. Carrier

BermudAir Limited, trading as BermudAir is a company registered in Bermuda under BermudAir Holdings Limited. BermudAir Limited, company registration number 202202091, has its registered office at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda.