

# **Guidance for Customers**



We understand that our customers want prompt and punctual starts to their journeys. We always do our utmost to ensure that our flights depart on time. Occasionally, as with all airlines, circumstances can sometimes occur which prevent us from departing as planned.

This notice contains information about your rights established by European regulation (EC) No.261/2004/the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 (together referred to as the Regulation). This notice does not create or give you any additional contractual rights.

Under the Regulation, an airline has no liability to pay compensation to customers for a cancelled or delayed flight if the cancellation or delay was due to extraordinary circumstances that could not have been avoided, even if all reasonable measures had been taken. Extraordinary circumstances refer to cancellations or delays that were caused by something beyond the airline's control ("Extraordinary Circumstances"). There is no definitive list of Extraordinary Circumstances, but the following events are likely to be considered an extraordinary circumstance under the law (by way of example): adverse weather conditions, flight safety shortcomings, air traffic control decisions, problems with airport infrastructure (such as closure of runways, terminals or airports, breakdown of baggage belt systems or issues with fuel supplies), disruptive passengers on board who need to be removed from the aircraft, bird strikes, acts of terrorism or sabotage, passenger illness, political or civil unrest, security risks, strikes (unrelated to the airline such as airport staff, ground handlers or air traffic control), hidden manufacturing defects and foreign object damage (including damage caused by objects on the runway). You may not be eligible for compensation if a delay or cancellation is caused to an earlier flight by extraordinary circumstances beyond our control and this leads to your flight being delayed or cancelled.

This is one of the many reasons that you should take out travel insurance to meet any additional unexpected costs associated with any disruption to travel plans. You may also be entitled to welfare assistance as described below. At *Jet2.com*, we have a policy not to overbook our flights however there may be occasions where we are required to reduce capacity on a flight. We will ask for volunteers to surrender their reservation in exchange for a benefit, who will be entitled to assistance as described below.

Should a customer in possession of a valid ticket and travel documents be denied boarding against their will (without there being reasonable grounds for doing so, such as reasons of health, safety, security, or inadequate travel documentation) they will be entitled to welfare assistance and compensation as described below.

# 1. CANCELLATIONS AND DENIED BOARDING

Jet2.com respectfully advises that no compensation is payable when a flight is cancelled as a result of Extraordinary Circumstances which could not have been avoided even if all reasonable measures had been taken or when a customer has been informed of the cancellation at least 14 days before the date of departure, by email or telephone to the contact address notified at the time of booking. Furthermore, customers are not entitled to compensation in any circumstances if they are

offered alternative transport, provided:

- a) they are informed between 14 and 7 days before the scheduled time of departure, and the change allows departure a maximum of 2 hours before the scheduled departure time and arrival at their destination less than 4 hours after the scheduled arrival time; or
- b) they are informed less than 7 days before the scheduled time of departure and the change allows departure a maximum of 1 hour before the scheduled departure time and arrival at their destination less than 2 hours after the scheduled arrival time.

Aside from these circumstances, you may be eligible to apply in writing for the compensation specified in the table below and will be offered assistance as described in Section 4. If there are insufficient seats and enough volunteers do not come forward which results in a customer being denied boarding against their will, they shall be eligible for compensation in accordance with the table below and offered assistance as described in Section 4.

Lengt	th of Flight	Compensation	
Up to 1,500km			€250 / £220
Between	1500km	to	€400 / £350
3500km			
More than 3500km			€600 / £520

The above compensation will be reduced by 50% if customers are offered alternative transport and the new arrival time is:

- no more than 2 hours later for flights of up to 1500km
- no more than 3 hours later for flights between 1500km and 3500km
- no more than 4 hours later for flights over 3500km

### 2. LONG DELAYS

If your flight's scheduled arrival time is delayed on arrival by 3 hours or more and that delay arises from causes within our control (rather than Extraordinary Circumstances which could not have been avoided even if all reasonable measures had been taken) then you may be entitled to the following compensation:

Lengt	th of Flight	Compensation	
Up to 1,500km			€250 / £220
Between	1500km	to	€400 / £350
3500km			
More than 3500km			€600 / £520

# 3. REIMBURSEMENT AND ALTERNATIVE TRANSPORT

Generally, on the rare occasions when a flight is cancelled at short notice or boarding is denied, you will be eligible for:

- a) alternative transport, under comparable transport conditions, to your final destination, with *Jet2.com* subject to the availability of seats or with an alternative carrier;
- alternative transport, under comparable transport conditions to your final destination at a later date at your convenience, with *Jet2.com* subject to the availability of seats or with an alternative carrier;
- c) reimbursement within 7 days of the full cost of the flight not taken. To be made to the payment card used for the original booking at the price for which it was purchased for the journey not made (and for the

Page 1 of 2 v10.2 - Nov 2023 - DH

part of the journey already made if the flight is no longer serving any purpose in relation to your original travel plan) together with, when relevant, a return <code>Jet2.com</code> flight to the first point of departure. This request should be made in accordance with the information provided on this guidance or

 d) other options in the case of cancellation as stated in this guidance at the time of the cancellation decision which may include alternative transport options if these are deliverable.

If your flight has been delayed for more than 5 hours and you elect not to travel, you may also be entitled to reimbursement of your flight ticket.

#### 4. ASSISTANCE

At the airport, we will provide the following welfare through our appointed ground handling company in the event of cancellations, denied boarding or the following delay timescales beyond the scheduled time of departure:

Length of Flight			Delay Period
Up to 1,500km			2 hours or more
Between 3500km	1500km	and	3 hours or more
More than 3500km			4 hours or more

- meals and refreshments in reasonable relation to the waiting time; and
- b) 2 telephone calls, fax, or email messages; and
- accommodation in cases where a stay of one or more nights, or where a stay additional to that intended by you, becomes strictly necessary.

Where we have arranged accommodation for our customers, we are unable to reimburse accommodation and related expenses not arranged by *Jet2.com*. We will provide transport to and from the place of accommodation where this has been arranged by *Jet2.com*. In the interests of customers, care while awaiting a delayed or alternative flight may be limited or declined if the provision of the care would itself cause further delay.

### 5. CONTACTING US

If you would like to contact us regarding a flight delay or cancellation, to send a compliment or complaint, or to share your travel experiences, please visit our website: <a href="https://www.jet2.com/contact-us">www.jet2.com/contact-us</a>. To make a claim for compensation, you will need to provide the following information:

- Your booking reference
- Passenger name as it appears on your passport
- Full home address
- Flight number
- Flight date
- Flight route

### 6. NATIONAL DESIGNATED BODY

The UK and each EU Member State has designated a body responsible for the enforcement of the compensation and assistance rules set out in the Regulation.

The designated body responsible for enforcing the regulation in the UK is:

The Civil Aviation Authority, Aviation House, Beehive Ringroad, Crawley, West Sussex, RH6 OYR. England.

Website: <a href="www.caa.co.uk">www.caa.co.uk</a> Email: <a href="mailto:enquiries@caa.co.uk">enquiries@caa.co.uk</a> Telephone: 0330 022 1500

For details of enforcement bodies in European Member States please find these here:

https://transport.ec.europa.eu/transportthemes/passenger-rights/national-enforcement-bodiesneb\_en

# For Flights Departing Spain

The State Aviation Safety Agency of Spain (AESA) has been recognised as an Alternative Dispute Resolution organisation, providing air passengers with an alternative option to resolve their disputes relating to EC Regulation 261/2004 ("EU261"), which establishes common rules on compensation and assistance to passengers in the event of denied boarding, cancellation, or long delay, and repeals Regulation (EEC) No 295/9; and (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air, expressly excluding from this procedure claims regarding baggage, damages and clauses of the transport contract.

If you have experienced an incident covered by these Regulations, you must submit a claim to us prior to using the alternative dispute resolution procedure. The easiest way to make a claim is by completing our online form: <a href="https://www.jet2.com/delays-and-disruptions">https://www.jet2.com/delays-and-disruptions</a>.

We must provide a response to you within one month. Once received, if you do not agree with our decision, you can appeal to the Civil Aviation Authority's Passenger and Complaints Team (PACT: https://www.caa.co.uk/passengers), who are the Regulatory Body in the UK for dealing with claims under EC Regulation 261/2004 (as amended into UK law: "EU261 UK"). Alternatively, you may appeal to the State Aviation Safety Agency of Spain (AESA: https://www.seguridadaerea.gob.es) for alternative dispute resolution. Appeals to AESA must be made within 1 year of submitting a claim to us. The decision taken by AESA is binding on the airline.

Page 2 of 2 v10.2 - Nov 2023 - DH