



# Contract of Carriage

Effective Date: 06/28/23

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## 1.1 SCOPE

This Contract of Carriage applies to and governs transportation only on Fly The Whale (FTW). When FTW undertakes to issue a ticket or boarding pass, check baggage, or make any other arrangements for transportation on another carrier, FTW only acts as an agent for the other airline and assumes no responsibility for the acts or omissions of such other carrier. No agent, servant or representative of FTW has authority to change or waive any provision of this Contract of Carriage unless authorized in writing by a corporate officer of Fly The Whale. Unless otherwise prohibited by law, this Contract constitutes the entire agreement between FTW and Passenger or the party on behalf of whom this contract was entered. FTW is not liable for any consequential, compensatory, indirect, incidental, or punitive damages arising out of or in connection with the performance of its obligations under this Contract of Carriage unless expressly provided herein or as required by law.

## THE TICKET

### 2.1 FARE RULES

Our published fare rules and regulations govern the calculation of the fare and other charges that apply to your itinerary. If your ticket is priced by [flythewhale.com](http://flythewhale.com), a FTW agent, or a computer reservation system, these fare rules, and regulations will be included in the calculation of the ticket price that we quote to you.

### 2.2 RESERVATIONS

All reservations on FTW are confirmed and delivered electronically.

No person shall be entitled to transportation without a valid, confirmed reservation. No reservation shall be considered a confirmed reservation if the purchase is not completed at least **forty-five (45) minutes** prior to scheduled departure and until payment in full has been received. No reservation paid by credit card shall be considered a confirmed reservation if the transaction is not accepted by FTW for any reason, whether or not the Passenger is notified that the reservation has been canceled.

Name changes are NOT permitted. All reservations are non-transferable and non-assignable. WhalePak and WhalePod programs are excluded based on contract agreement.

FTW reserves the right to refuse carriage to any person who has acquired a reservation in violation of applicable law or FTW's rules and regulations.

Seat assignments are not guaranteed and are subject to change without notice.

Government regulations or requests: FTW will refuse to honor any reservation when such action is reasonably deemed to be necessary to comply with applicable governmental regulations or requests.

### 2.3 RESPONSIBILITY FOR SCHEDULE AND OPERATIONS

FTW will use its best efforts to carry you and your baggage with reasonable dispatch, but times shown in all publications are not guaranteed and form no part of this contract. FTW may, without notice, substitute alternate aircraft and, if necessary, may alter or omit

stopping places shown on the ticket. Schedules are subject to change without notice. In accordance with U.S. Department of Transportation standards, FTW is not responsible for or liable for failure to make connections or to operate any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances shall FTW be liable for any special, incidental, or consequential damages arising from the foregoing. You may view the DOT Guidelines and Regulations at this link:

<https://www.transportation.gov/airconsumer/fly-rights>

## **2.4 FORCE MAJEURE EVENTS**

Fly The Whale, in the event of a force majeure event (See definitions for criteria of “Force Majeure Events”), without notice, may cancel, terminate, divert, postpone, or delay any flight or the right of carriage or reservation of traffic accommodations without liability except to issue an involuntary refund or credit for future travel. This reimbursement will be made in accordance with involuntary refund rules for any unused portion of the ticket. FTW will also reserve the right to determine if any departure or landing should be made without any liability except the afore mentioned involuntary refund or credit for future travel.

## **2.5 RESERVATIONS CHARGES**

Reservations made online or at the airport counter will not be charged a reservation service charge. Reservations made by phone with a FTW reservationist will be charged a service charge. Guests who are members of FTW’s [WhalePak](#) program and those that have specially negotiated fares are exempt from the Reservations Service Charge where applicable.

## **2.6 TICKET CHANGES**

All fares are non-refundable, except for Unrestricted “W” or “R” fares. Non-refundable fares may be changed prior to the scheduled departure time, subject to availability, change charge per segment applies, per passenger, and any applicable fare difference.

A fully refundable ticket (Unrestricted Fare) may be changed prior to scheduled departure and is always subject to availability and any applicable fare difference. If the reservation is not changed prior to scheduled departure, all money associated with the fare and tickets will be considered a loss to the passenger(s) and shall remain with FTW, except for the [WhalePak](#) program.

### **Standby Travel**

The following Standby rules will apply only in the case of reservations for non-refundable fares for travel that does not involve:

- 1) a change in departure city
- 2) a change in arrival

Passengers may only change their reservation to standby travel for the flight preceding their original departure with additional charges applies per passenger.

Passengers may not change their reservation to standby travel for the flight preceding their original departure if such a change would result in changing the date of travel, a change in the departure city or arrival city.

Under no circumstances is a Passenger(s) permitted to change their flight to a standby position for any departure after their ticketed reservation.

All Passengers must be present at the gate at the time of change and standby request and must present valid proof of purchased flights.

## **2.7 FLY THE WHALEPAK COMMUTER PROGRAM**

**Changes:** Fully refundable Commuter Pak Program Fares may be changed at any time up to two (2) hours prior to flight and are subject to availability and any applicable fare difference.

**Cancellations:** Fully refundable WhalePAK Fares may be canceled at any time up to (2) hours prior to scheduled departure and passenger will receive a full refund back to their corporate account, less any applicable nonrefundable charges, if any.

For information regarding [WhalePak](#)

## **2.8 REFUNDS AND CANCELLATIONS**

Unrestricted, Refundable Fares:

When a fully refundable reservation is canceled, made directly thru FTW, all refunds shall be made by FTW to the original form of payment.

If you have a refundable ticket, FTW will issue a refund as follows:

- 1) If the ticket is totally unused, the full amount paid will be refunded.
- 2) If the ticket is partially used, the refund will be the difference between the fare paid and the fare for the transportation used, as determined by the applicable fare rules

Tickets will be refunded only to the person named on the ticket as the passenger, except that:

- 1) Tickets purchased with a credit card will be refunded only as a credit to the credit card account.
- 2) Tickets issued against a government transportation request will be refunded only to the government agency which issued the transportation request.

FTW will strive to process eligible refunds in the timeframes set out below, upon receipt of all required information.

For all eligible tickets purchased with a credit card, refunds will be provided within 7-10 business days of receipt of the required refund information. The credit card refund may take up to two billing cycles before appearing on a credit card statement, so you should contact your credit card company directly to verify receipt of the credit. Tickets purchased with a check will be refunded within 30 days of receipt of the required information.

Refunds for tickets may be obtained by contacting Fly The Whale Reservations at the following mailing address:

**Fly The Whale Airlines  
60 Thompson Avenue  
East Haven, CT 05612**

Certain refund requests cannot be accommodated in the time frames discussed above. Tickets that were purchased outside the U.S. require special handling because we must

ensure that currency conversion rates were calculated correctly. Refund for credit card purchases will be made only to the credit card account.

FTW assumes no liability for any special, incidental, or consequential damages for instances in which we do not meet our goals for processing refunds.

Reservations for refundable fares may be canceled at any time prior to scheduled departure and passenger will receive a full refund. If a reservation is not canceled prior to scheduled departure, all money associated with the fare and tickets will be considered a loss to the passenger(s) and shall remain with Fly The Whale.

### **NON-REFUNDABLE FARES**

All fares other than Corporate Program and Unrestricted "R", "W" fares are non-refundable and non-transferrable.

Non-refundable fares may be canceled up to 48 hours prior to the scheduled departure time, otherwise, cancellations will not be valid. Upon proper cancellation, passengers can request a credit for future travel on FTW only. Voluntary refunds are not allowed. Failure to cancel prior to scheduled departure will result in a "no show" classification and forfeiture of fare.

In the event a ticket is unused; passengers can request a credit for the unused portion. No refunds will be granted for discounted and non-refundable tickets under any circumstances. This credit will be notated and will remain in the reservation system referenced by original booking reference or confirmation number and valid for use for a period of one year from date of original issuance.

When a non-refundable fare is properly canceled as outlined in this section, taxes and charges will be included in the credit where permitted by applicable law. Taxes and charges will not be refunded except when required by applicable law and where permitted.

Credit may be used to book a new reservation only and may not be used toward charges or fares on other previously unpaid reservations. Credit is only valid on FTW in the name of the passenger and is subject to a rebooking charge per segment per passenger.

Combined Fares: Where one leg of a fare is ticketed as a refundable fare and another leg of a fare is ticketed as a non-refundable fare, the applicable refund, and cancellation policies for refundable fares will apply only to the refundable portion and the applicable refund and cancellation policies for the non-refundable fare will apply to the non-refundable portion.

### **HELPFUL SUGGESTIONS**

To ensure a prompt refund you must submit all required documentation and information including:

- 1) Valid ticket submitted to us before the expiration date (tickets expire one year from the date of issue)
- 2) Ticket number for electronic tickets
- 3) Brief written explanation
- 4) Your name, address, and telephone number(s), email address, the form of payment used to purchase the ticket.

**INVOLUNTARY REFUNDS**

In the event the refund is required because of FTW’s failure to operate on schedule (including Force Majeure events) or refusal to transport, the following refund will be made directly to you:

- A) The amount the Carrier will refund upon surrender of the unused portion of the passenger’s ticket will be:
  - 1) If no portion of the ticket has been used, an amount equal to the fare and charges paid by the passenger.  
If a portion of the ticket has been used, the refund will be an amount equal to the lowest applicable direct one-way fare (or, on round/circle/open-jaw trip tickets to which a discount applies, 50% of the round-trip fare) for the classes of service paid for less the same rate of discount that was applied in computing the original fare and charges applicable from the point of termination to the destination named on the ticket, or to the point at which air transportation is to be resumed via:
    - a) The routing specified on the ticket, if the point of termination was on the routing of the ticket, or
    - b) The routing of any Carrier(s) operating direct service between such points, if the point of termination was not on the routing specified on the ticket. The Carrier assumes no obligation to refund any portion(s) of a partially used ticket which does not reflect a confirmed reservation on the Carrier’s flight involved in a scheduled irregularity unless such ticket was issued by the Carrier.
  
- B) The refund will be made in accordance with paragraph (A) above and paragraph below, provided application therefore has been made not later than 6 months after the expiration date of the ticket.
  
- C) When event due to a controllable issue, FTW will issue refunds for eligible tickets under this Rule to the original form of payment (FOP) within ten business days for credit card purchases and twenty business days for purchases made with cash, check, or other forms of payment. FTW shall have no liability if the flight cancellation, diversion, or delay was due to force majeure. Refunds to FOP will not be given for these cancellations. Instead, a travel credit will be issued for the original coupon amount to be used for future travel.
  
- D) As used in this rule, “force majeure” means actual, threatened, or reported:
  - 1) Weather conditions or acts of God.
  - 2) Riots, civil unrest, embargoes, war, hostilities, or unsettled international conditions.
  - 3) Strikes, work stoppages, slowdowns, lockout, or any other labor-related dispute.
  - 4) Government regulation, demand, directive, or requirement
  - 5) Shortages of labor, fuel, or facilities
  - 6) Any other condition beyond FTW’s control or any fact not reasonably foreseen by Fly The Whale.
  
- E) Notwithstanding the provisions of this rule, FTW will not accept for any

purposes under this rule, passenger tickets or related transportation documents issued by any Carrier which is in substantial default of its interline obligations, or which voluntarily or involuntarily has become the subject of bankruptcy proceedings. FTW shall not be obligated to refund any portion(s) of a ticket which does not reflect a confirmed reservation on an FTW flight involved in a schedule irregularity unless such ticket was issued by FTW.

Whether the refund is voluntary or involuntary, FTW reserves the right to refuse to make any refund in a currency other than the currency of purchase or in a country other than the country of purchase.

### **Optional Products and Services**

The following optional products and services will be eligible for a refund if you are unable to use the product or receive the service due to denied boarding (either voluntary or involuntary) caused by an oversold flight. If the product and/or service was provided on an alternate flight, no refund will be provided. Optional products and services potentially impacted by flight over sales include but are limited to:

- 1) Confirmed flight change
- 2) Checked bag charge
- 3) Baggage charges (including excess baggage, pets, sports equipment)

If your optional product or service purchase meets the above eligibility and you wish to submit a refund request, you will be required to mail in your original documents to FTW Airlines at the address below before your request can be processed: Fly The Whale, 60 Thompson Ave, East Haven, CT 06512.

When submitting a refund request please include:

- 1) Passenger's name
- 2) Address
- 3) The form of payment used (including the last four digits of the credit card number, if applicable)
- 4) Ticket number(s)
- 5) Date of travel
- 6) Departure city and destination city, and
- 7) Original receipt for optional product purchase/fee payment

### **2.9 FAILURE TO TRANSPORT OR FAILURE TO OPERATE**

Whenever FTW cancels or otherwise fails to operate any scheduled flight, FTW will, at the request of the Passenger either:

- 1) transport the Passenger on another of FTW's flights on which space is available at no additional charge, or
- 2) Provide Passenger with a full refund in accordance with Fly The Whale policies and shall have no other liability or responsibility to any Passenger as a result of a failure to operate any flight.

FTW will endeavor to carry Passengers and their baggage with reasonable dispatch, but times shown in schedules or elsewhere are not guaranteed and form no part of this Contract of Carriage.



FTW may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter or omit intermediate stops shown on the reservation.

All schedules are subject to change without notice. FTW is not responsible and assumes no liability for failure to make connections on its own flights or the flights of any other airline.

**UNDER NO CIRCUMSTANCES SHALL FLY THE WHALE BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

If FTW cancels a flight or fails to operate a flight as scheduled, the Passenger may be entitled to relief under the provisions of this section. If FTW denies boarding to a Passenger with a valid reservation, the Passenger will be entitled, at his or her option, to either:

- 1) Transportation at no extra charge on another of FTW's flights to the same destination, subject to space availability, or
- 2) A refund of the applicable fare paid by Passenger.

When a portion of the trip has been made, the refund will be made in an amount equal to the applicable one-way fare (less any charges or applicable discount) for the portion of the trip canceled or not operated as scheduled by Fly The Whale.

**2.10 OVERSALES, DENIED BOARDING**

Passengers with confirmed reservations on a flight sometimes fail to show, FTW reserves the right to sell more tickets for travel on each flight than there are seats available on the aircraft. If a flight is over-sold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his or her will until airline personnel first ask for volunteers who will give up their reservation willingly, in exchange for compensation of the airlines' choosing. If there are not enough volunteers, other Passengers may be denied boarding involuntarily. In such events, FTW will usually deny boarding based upon check-in time, but we may also consider factors such as severe hardships, fare paid, and status within the FTW WhalePak program.

If you are denied boarding involuntarily, you may be entitled to a payment of "denied boarding compensation" from the airline unless:

- 1) You have not fully complied with the FTW's ticketing and check-in requirements, or you are not acceptable for transportation under the airline's usual rules and practices;
- 2) You are denied boarding because the flight is canceled;
- 3) You are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons;
- 4) You are denied boarding due to safety-related weight/balance restrictions that limit payload.
- 5) The airline is able to place you on another flight or flights that are planned to reach your next stopover or final destination on FTW within one hour of the planned arrival time of your original flight.

Acceptance of denied boarding compensation constitutes full compensation for any and all damages and claims arising as a result of FTW failure to provide transportation. By accepting such compensation, the passenger waives any and all claims or actions against FTW in connection with FTW's failure to provide such transportation.

## **2.11 TICKET VALIDITY**

A valid ticket must be presented for transportation. Tickets for itineraries with more than one flight segment must be used in accordance with the sequence of flights as they appear in the ticketed itinerary and receipt.

Tickets are valid for use, reissue, or refund (when applicable) only by the passenger named on the ticket. Unless otherwise indicated, tickets are not transferable.

## **2.12 PERIOD OF VALIDITY**

Unless your ticket indicates otherwise, tickets are valid for transportation for one year from date of initial use, or if unused, for one year from date of purchase.

## **2.13 LOWEST FARE AVAILABILITY / GUARANTEED FARE**

Travelers calling our reservations office or visiting our airline ticket counters will be offered the lowest available fare (exclusive of internet-only fares) when specific dates and times are provided. In the event the lowest available fare is not quoted, FTW's liability is limited to the difference between the fare quoted and the lowest available fare for which the traveler was eligible at that time.

When you make a telephone reservation with FTW or when you make a reservation via [flythewhale.com](http://flythewhale.com), the fare quoted will be guaranteed for 24 hours or until 11:59 p.m. Eastern Time the following day, whichever allows you more time. If you elect to make changes to the itinerary within this timeframe, the ticket price may change.

All FTW counters are cashless. American Express, Visa, MasterCard, Discover, and Company Checks are alternative ways to pay. Please plan accordingly when purchasing a ticket or baggage charge payments.

# **BAGGAGE**

## **3.1 GENERAL ACCEPTANCE OF BAGGAGE**

Baggage is defined as articles, effects and other personal property that is necessary or appropriate for wear, use, comfort, or convenience in connection with air travel, whether checked in the cargo compartment or carried in the Passenger compartment. All baggage is subject to inspection. Checked baggage will be accepted for transportation only on flights on which you are traveling. FTW will not accept baggage whose size, weight or character makes it unsuitable for transportation on the aircraft as determined by FTW.

Articles that exceed 50 pounds will only be accepted on a space available basis. Articles that have a total outside dimension (length plus width plus height) that exceeds the limits of FTW aircraft unless an excess baggage charge is paid. For specific aircraft limitations, contact FTW Airlines.

FTW will not accept for carriage medicines, money, checks, securities, jewelry (including watches), wigs, cameras, video, audio and other electronic equipment (including computers, software or music devices), CDs, DVDs, automotive parts, boat parts, silverware, optical equipment (including contact lenses), dental and orthodontic devices or equipment, keys, negotiable papers, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, animal antlers, furs, irreplaceable books, writing instruments, heirlooms, collector's items or publications and similar valuables contained in checked or unchecked baggage. Excess valuation may not be declared on any such items. Passengers are encouraged to carry such valuable items

personally. In the case of domestic and international transportation, FTW reserves the right to require the Passenger to sign a limited liability release before accepting any such items for transportation. In the case of domestic and international transportation, if any valuable items of the type described in this paragraph are lost, damaged, or delayed, Passenger will not be entitled to any reimbursement or compensation from FTW, whether a limited liability release has been signed by Passenger or not.

FTW shall not be liable for loss or damage to items including but not limited to baggage wheels, pockets, pull handles, handles, zippers, hanger hooks, external locks, pull straps or security straps resulting from fair wear and tear or the ordinary handling of baggage.

Further FTW shall not be liable for loss damage or delay caused by manufacturer's defect, by over packed baggage, or as a result of the inherent defect or quality of the baggage. under no circumstances shall FTW be liable to any Passenger for any type of special, incidental, or consequential damages related to the damage, loss, or delay of checked baggage.

**Improperly Packaged and Damaged Items; Late Items**—FTW reserves the right to refuse to transport items that are improperly packaged or that are damaged at the time the item is checked, or that are presented to be checked as baggage less than forty-five (45) minutes before scheduled flight departure. Refer to Check-in and Arrival Section restrictions relating to travel to and from international destinations. If such items are accepted, FTW is not liable for any loss or damage resulting from the inherent defect or quality of the item. As a condition of accepting such items, FTW may require the Passenger to sign a limited liability release form. FTW shall not be responsible for loss, damage, or delay of such items whether or not such a limited release has been signed by the Passenger.

**Fragile and Perishable Items as Baggage** —FTW, in its discretion, may refuse to accept any fragile or perishable goods. For domestic and international transportation, FTW assumes no liability for fragile or perishable goods. Excess valuation may not be declared on such items. If FTW does accept such goods for transportation, in the case of domestic and international transportation it reserves the right to require the Passenger to sign a limited release with respect to such goods. In the case of domestic and international transportation, FTW shall not be responsible for loss, damage, or delay of such fragile items whether or not such a limited release has been signed by the Passenger. Fragile items include, without limitation items such as bicycles, blueprints, cameras, ceramics, china, crystal, dolls, figurines, flash equipment, flowers, glass or glass containers, lenses, maps, mirrors, models, musical instruments or equipment, paintings, perfumes, makeup, liquids, bottles, plants, sculptures, strollers' trophies, vases, and wines. Perishable items include, without limitation, items such as fruits, vegetables, meats, fish, poultry, bakery products and other forms of food, flowers, and floral displays and plants. Such items may also be subject to applicable agriculture rules of the destination jurisdiction.

## **INSPECTION of PASSENGERS and BAGGAGE**

- 1) Baggage tendered for transportation either as checked baggage or as carry-on baggage is subject to inspection for security and safety reasons. Passengers and their baggage are subject to inspection with or without the passenger's consent or knowledge.
- 2) FTW is not liable for any damage caused by airport or security inspections such as TSA or U.S. Agriculture Department. To file a claim with TSA, go to the following link:

<https://www.tsa.gov/travel/passenger-support/claims>

### **3.2 WEIGHT AND BALANCE RESTRICTION**

Due to the size and nature of our aircraft, challenges with weight and balance do arise. When weight and balance situations occur, FTW will solicit for volunteers and remove passengers and baggage based on established priority. Voluntary Separation does not apply when removed due to weight and balance.

### **3.3 CHECKING YOUR BAG**

Ticketed passengers may check one bag on board FTW aircraft. Additional checked bags will be on standby status. FTW 's baggage service charges are posted at the check-in counter and at Baggage Information | Fly The Whale and are incorporated by reference as if set forth in this Contract of Carriage.

Your name, address, email, and telephone number including area code, must appear on the outside of all baggage.

Baggage will not be checked:

- 1) To a city not on your routing
- 2) Beyond your next stopover city
- 3) Beyond your final destination city
- 4) Beyond a connection city if the connecting flight departs from an airport different from the arrival airport

FTW refuses to accept property as baggage which, because of its nature or characteristics will or may cause damage to other baggage; and any baggage.

Checked baggage may be claimed only by the holder of the baggage claim check. Baggage will not be released unless all sums due FTW are paid. Baggage claim checks must be returned to FTW on request. FTW is not responsible to determine that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to the release of the baggage.

In the event your checked bags do not arrive on your flight; reasonable efforts will be made to ensure that the bag is returned to you within 24 hours. Our goal to return bags within 24 hours applies only when we are the carrier taking you to your final destination.

Listed below are some circumstances that may inhibit our ability to return your bags within 24 hours:

- 1) No local name/address/phone numbers are provided.
- 2) You are located at a remote location or an unreachable address (i.e. a cruise ship or camping site)
- 3) You changed your delivery address but did not notify us
- 4) We have limited flight schedules to your destination.
- 5) Operational circumstances prevent FTW from being able to locate or deliver your bags within this time frame.

### **3.4 CARRY-ON-BAGGAGE**

FTW Carry-on-Baggage Program allows for one small gate checked bag plus one personal item per Passenger as long as the carry-on-bag fits comfortably in the sizer without being forced and does not exceed overall dimensions of 45 inches, (22" + 14" +9" length + width + height) or a weight of 30 lbs.

The maximum dimensions cannot exceed any of the following measurements: 22" long x 14" wide x 9" tall of 115 cm (56 x 36 x 23cm).

All carry-on-bags will be accepted planeside and delivered planeside at the destination, except in instances where customs agencies and government authorities do not allow this.

All personal items may not exceed 37 inches (12" x 6" x 8") and must fit under the seat in front of you.

Baggage cannot exceed over 30lbs.

If the carry-on bag does not comply with the size or weight restrictions, the bag will be considered a checked bag and charges will apply.

A personal item includes a purse, briefcase, laptop bag OR a similar item such as a tote that does not exceed 37 inches (length + width+ height) and must fit under the seat in front of you.

Items not meeting these requirements must be checked as luggage. When applicable, the normal extra baggage charge will be levied.

Fragile or valuable items (i.e., keys, medication, or computers) should be carried in the personal item.

Carry-on items which appear too large or irregularly shaped to fit under a seat or in an overhead compartment (where applicable), will not be accepted for Passenger cabin stowage.

Any mobility aid or assistive device that is approved for in-cabin transport on FTW, and is carried by a qualify disabled Passenger, is accepted free of charge and is in addition to normal baggage allowances, provided such aid or device fits in an approved stowage space.

All items must be completely stowed before the airplane may depart.

FTW accepts no responsibility for poorly packed carry-on baggage that must be checked planeside. In the event of damage, FTW is hereby released of any liability for such damage.

### **3.5 CHECKED BAGGAGE**

FTW's baggage service charges are posted at the check-in counter and at Baggage Information | Fly The Whale and are incorporated by reference as if set forth in this Contract of Carriage.

Up to one checked bag will be accepted with applicable excess fee applied. Each excess piece of baggage beyond one standard checked bag is accepted in all cases on a space available basis only. In such cases, FTW Airlines is not responsible for ground delivery at point to where excess piece(s) is checked.

### **3.6 MILITARY BAGS**

Thank you for your service. FTW is delighted to serve you. Please review bag allowance for military personnel.

\*Active Military personnel must present proof of active military status with valid active Military ID at the check-in counter.

1st and 2nd bag of 50lbs are waived for Active Duty with Orders, Retired Military with ID with a maximum dimension of 62 linear inches, free of charge. An FTW Supervisor is required to apply the waiver.

If weight exceeds the allotted 100lbs (50lbs each bag) A \$30.00 overweight charge will apply.

A discount does not apply to the dependents of military personnel.

\*Active U.S. military personnel is any member of the U.S. armed forces (Navy, Army, Marines, Air Force, and Coast Guard) inactive status. Excludes customers with a Civilian Military ID, US Public Health Service, Military Reserves, and National Guard. These benefits are subject to any applicable embargoes or regional weight restrictions in place.

### **3.7 SERVICE ANIMALS**

FTW accepts, without charge, trained Service Animals for travel with a Qualified Individual with a disability who requires the animal to assist them in the performance of necessary activities. The animals will be permitted to accompany the Passenger in the cabin if they meet the following conditions of acceptance:

- 1) Provide evidence per DOT regulations that an animal is a Service Animal which may include identification cards, other written documentation, the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a disability using the animal.
- 2) Service Animals must be properly harnessed or leashed and remain under the direct control of the Passenger.
- 3) A Service Animal will be denied boarding or removed from the flight if the animal cannot be contained by the Passenger or otherwise exhibits behavior that poses a threat to the health or safety of other Passengers or a significant threat of disruption.

Certain Service Animals, such as various breeds of monkeys, must be small enough and confined to fit in the Passenger's space without invading another Passenger's seat area during the entire flight. Service animals may not occupy a seat. If no other seat accommodation can be made and the animal is too big to fit safely in the cabin, the Service Animal must be checked as baggage

Passengers with Service Animals will not be seated in emergency exit rows. They may not obstruct an aisle or other areas that must remain unobstructed in order to facilitate an emergency evacuation.

A Passenger requesting to travel with an animal that is used as an emotional support or psychiatric Service Animal will be required to provide to FTW current documentation (i.e., not older than one year from the date of the Passenger's scheduled initial flight) on the

letterhead of a licensed mental health professional (e.g., psychiatrist, psychologist, licensed clinical social worker, including a medical doctor specifically treating the Passenger's mental or emotional disability) stating the following:

- 1) The passenger has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders-Fourth Edition. (DSMIV)
- 2) The passenger needs the emotional support or psychiatric Service Animal as an accommodation for air travel and/or for activity at the Passenger's destination.
- 3) Individual providing the assessment is a licensed mental health professional and the Passenger is under his or her professional care.
- 4) Date and type of the mental health professional's license and the state or other jurisdiction in which it was issued.

**FTW reserves the right to authenticate any documentation presented.**

FTW accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state, or local government agency. Such official duty status must be documented in writing to the satisfaction of FTW. The dog will be permitted to accompany its handler into the cabin, but not to occupy a seat.

Local regulations at the Passengers' final or intermediate destination(s) may apply and impose further requirements or restrictions.

The Passengers assumes full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other Passengers who may come in contact with the animal while on board the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported. Local regulations at the Passengers' final or intermediate destination(s) may apply and impose further requirements or restrictions.

### **3.8 LITHIUM BATTERIES**

Lithium, lithium-ion batteries that are installed in devices such as a laptop, cell phone, and cameras can be carried aboard the aircraft. Spare or extra lithium, lithium-ion batteries of any kind that are not installed in a device are not allowed in checked baggage. Damaged batteries will not be accepted for transport. Batteries of automobiles, boats, or aircraft will not be accepted for transport.

See below regarding spare lithium, lithium-ion batteries per aircraft:

Spare or extra lithium, lithium-ion batteries of any kind that are not installed in a device may not be carried aboard.

### **3.9 HOVERBOARDS • BALANCE WHEELS • ELECTRIC SMALL SCOOTERS • INTELLIGENT SCOOTERS**

To ensure the safety of our customers and employees, FTW will not accept the transport of balance gliders, hover boards, and self-balancing boards of any type which use lithium-ion batteries on board its aircraft. These items are prohibited as both carry-on and checked baggage.

FTW reviewed the overboard product specifications and found that manufacturers do not consistently provide detail about the size or power of their lithium-ion batteries. These devices often contain battery. Varieties above the government mandated 160-watt hour limit permitted aboard aircraft. While occurrences are uncommon, these batteries can spontaneously overheat and pose hazard risk.

### **3.10 FIREARMS**

Firearms and ammunition are accepted as checked baggage only and must be declared to an agent at check-in.

Firearms will only be accepted if unloaded and in a locked, hard-sided container such as a rifle case. TSA approved locks are accepted.

Ammunition in its original packaging from the manufacturer is preferred, however, it will be accepted in fiber, wood or metal boxes, or other packaging specifically designed to carry small amounts of ammunition. Loose ammunition, magazines or clips will not be accepted.

No person under 18 years of age may check a firearm.

Ammunition is limited to 11 lbs./5kgs. per Passenger

### **3.11 LIABILITY FOR BAGGAGE**

FTW's liability for loss, delay, or damage to checked baggage is limited to the fair market value at the time of the loss, delay, or damage, and may not exceed \$300 per passenger for travel solely on FTW with no connecting service. For interline travel where the FTW flight segment is included on the same ticket as a connecting flight segment of another airline, limits may vary; In these cases, federal rules and guidelines apply.

Special rules and procedures for baggage liability may apply to international travel under the Montreal and/or Warsaw Conventions.

FTW does not assume liability of any of the following items in or as checked baggage: antiques, artifacts, artwork, books and documents, china, computers and other electronic equipment, computer software, fragile items (including child/infant restraint devices such as strollers and car seats) glasses, furs, heirlooms, keys, liquids, medicines, money, orthotics, surgical supports, perishable items, photographic, video and optical equipment, precious metals, stones or jewelry, securities and negotiable papers, silverware, samples, unique or irreplaceable items or any other similar valuable items.

FTW assumes no responsibility for loss, damage, or delayed delivery of baggage not acceptable for transportation by FTW as checked baggage and items damaged because of items contained in checked or transferred baggage.



FTW assumes no liability for musical instruments/recreational/sports items not presented in the hard-sided case, or any other fragile item improperly packed

FTW assumes no liability for animal health claim.

Customers with disabilities traveling with wheelchairs or other mobility devices are exempt from liability restrictions for loss, damage or delays to these items.

FTW assumes no liability for articles carried in the Passenger cabin

FTW assumes no liability for minor damage such as scratches, scuffs, stains, dents, cuts, and dirt resulting from normal wear and tear

FTW is not responsible for damage to contents if the outside of the hard-sided case is not damaged

FTW assumes no responsibility for damage to or loss of protruding baggage parts such as wheels, straps, pockets, pull handles, hanger hooks or other items attached to the baggage

FTW assumes no liability for any indirect, consequential, incidental, punitive, or special damages resulting from loss, damage, or delayed delivery of checked or transferred baggage, including without limitation, damages for lost revenue or profits, loss of use or business interruption.

FTW has the right to refuse or accept baggage that does not meet the standards as noted herein.

In cases where FTW will accept baggage for transport under the condition that the customer agrees to have affixed to the baggage a limited release tag, the customer is hereby on notice that FTW is not liable for any damage, loss or delay to such baggage.

### **3.12 FRAGILE ITEMS**

You must not include any fragile items in your baggage. External markings, which identify baggage for special handling, do not guarantee against breakage, therefore "fragile" labels are not utilized by airport personnel. We regret to advise you that we are unable to offer compensation for any damaged items.

### **3.13 MISSING ITEMS**

Items missing from checked baggage must be reported to FTW before leaving the airport or within 24 hours of the receipt of the bag.

### **3.14 LOSS/DELAY**

In the case of delay or loss, an initial complaint must be presented to FTW prior to leaving the arrival airport for which the baggage was checked or should have been checked. At the latest, such initial report must be made within four hours of the arrival of the flight on which the Passenger traveled.

If compensation is sought for a delay or loss, a written claim must be received by FTW no later than thirty days after the initial complaint was submitted at an FTW airport location as indicated in this section.

Please include in your communication: (1) Name, (2) Telephone, (3) booking reference, (4) final destination, (5) descriptions of what you wish to purchase.

### **3.15 DAMAGED BAGGAGE**

In the case of damage to baggage, an initial claim must be filed with FTW prior to leaving the arrival airport or at least within 24 hours from the date of the receipt of the baggage.

### **3.16 CLAIMS • LEGAL ACTION**

Failure to report delayed or damaged baggage or missing contents within the prescribed time limit releases FTW from liability. All claims of value must be verified with actual purchase receipt and comparable value established by FTW. All receipts must be submitted within 10 days of the submitted claim. Legal action premised on or related to damage, delay or loss must be commenced within one year of the date of the incident.

## **PASSENGERS**

### **4.1 ACCEPTANCE OF PASSENGERS**

FTW may refuse to transport any Passenger, and may remove a Passenger from its aircraft at any time, for any of the following reasons:

Compliance with government regulations

Passenger refuses to permit a search of his/her person or property

Passenger refuses to produce positive identification upon request

Passengers' conduct is disorderly, abusive, or violent.

Passenger appears to be intoxicated or under the influence of drugs

Passenger fails to comply with or attempts to interfere with any member of the flight crew

Passenger has a communicable disease that has been determined by the federal public health authority to be transmissible to other persons in the normal course of a flight

Passenger has an offensive odor not caused by a disability or illness

Passenger is barefoot or not properly clothed

Passenger engages in an action, voluntary or involuntary, that might jeopardize the safety of the aircraft of any of its occupants

Passenger is unable to sit with the seat belt properly fastened

Passenger is unable to ascend/descend stairs, enter the Passenger door, and make their way to their seat in a crouched position. (Applicable to Cessna 208 aircraft)

Passenger fails to comply with FTW's rules or Contract of Carriage

Passenger has a physical or mental condition that in FTW's opinion, is rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an attendant.

### **PASSENGERS OF SIZE—ACCEPTANCE POLICY**

It is the objective of Fly The Whale that Passengers of size are provided with the same safe, dignified and courteous service as provided to all other Passengers

For the safety and comfort of these Passengers as well as other Passengers on the same aircraft; however Passengers of size must meet the following criteria to be accepted for transportation:

- 1) Passengers weighing more than four hundred (400 lbs.) pounds may not be accepted for transportation.
- 2) Passenger must be able to occupy a seat with the seatbelt (including use of extender if necessary) securely fastened about them.
- 3) If a Passenger needs extra space outside of a single seat to travel safely and not encroach significantly upon an adjacent seat, they should purchase an additional ticket when making the initial reservation. Two (2) seats will be preassigned (at no additional charge) in order to ensure the Passenger of size has two (2) seats side-by-side. Such seats should NOT be located in an exit row.

### **4.2 PASSENGER CHECK-IN REQUIREMENTS**

FTW asks all passengers to Arrive at required times. Boarding Priority is first to come first to serve flight loading based upon approximately 175 lbs. per person and 30 lbs. of baggage. Late arrival put passengers at risk for losing their place on the flight

FTW requires customers 18 years and older to provide a state or federal government issued ID at check-in (Driver's License, Birth Certificate or Passport is accepted)

Failure of a passenger to adhere to the following time requirements may result in the cancellation of the passenger's reservation, seat assignments and forfeiture of payment.

## **FOR AIRPORT TRAVEL**

Recommended check-in time is at least 45 minutes prior to flight's departure time with flight check-in cut off at 20 minutes prior to scheduled flight departure.

- 1) Passengers must complete the purchase of the ticket(s), check-in and obtain a boarding pass and complete baggage check-in at least 20 minutes prior to scheduled departure.
- 2) Passengers must be present at the gate for boarding at least 20 minutes prior to scheduled departure.

Passengers not in the boarding area by the required time prior to scheduled departure are subject to cancellation

First passengers loading the aircraft may exceed planning limits leaving less weight available for those who are last to check-in. The weather or other flight planning conditions may also require more fuel, further limiting weight available for those who check-in last. While FTW makes all efforts to ensure all of our Passengers and their baggage arrive at their destination together, those who arrive after the recommended times and/or with excess baggage allowance sand the chance of being denied boarding or bumped.

Passengers who are denied boarding due to weight and balance issues and arrive prior to flight close will be re-accommodated at no expense on the next available flight.

#### **4.3 CONNECTING FLIGHTS**

FTW makes their best effort to arrive on time every time at your destination. As safety is our number one concern, flights may arrive later than planned due to weather or unplanned maintenance. As such, we highly recommend our connecting guests maintain at least 2.5 to 3 hours between the scheduled arrival of your FTW flight and your connection. If you have baggage that must be checked, please maintain at least 3 hours between connections.

#### **FTW AIRLINES IS NOT RESPONSIBLE FOR ANY EXPENSES, DAMAGES, AND/OR LIABILITIES RESULTING FROM MISSED CONNECTIONS.**

Please see DOT Guidelines and Regulations at this link:

<https://www.transportation.gov/airconsumer/fy-rights>.

#### **IF YOUR TRAVEL IS BOOKED ONLY WITH FTW AND YOU ARE CONNECTING**

to a major carrier, we suggest you bring only carry- on baggage (please check with your airline for its rules). It is also advisable to print out your boarding pass ahead of time. This way you may connect directly from FTW to your next flight without leaving the terminal. If you do plan on bringing checked items, you will need to collect your luggage at the FTW carousel and proceed to check-in with your carrier and/or proceed through security and customs, if required prior to reaching the FTW gate.

#### **4.4 MISSED YOUR FLIGHT**

If you miss your flight by arriving after the flight check-in time as stated above, you will be considered a “no show”, and as such your reservation is cancelled; your refundable fare is available to refund or reapply to a new reservation with notice prior to scheduled departure and your Non- refundable fares may be changed prior to the scheduled departure time, subject to availability, for a \$25.00 change fee per segment, per passenger, and any applicable fare difference. If you are a “no show” and do not contact FTW airport representative or reservations on the same day as your flight, your flights will be canceled, and any credit lost. Your fare is considered a forfeiture. You must call the same day as your no show to be allowed to keep your credit, less a \$25 per segment fee plus any difference in fare. See the Definitions section for criteria of a “no show” passenger(s) or group.

#### **FTW is not responsible for any Passengers that miss their flight under any circumstances.**

When any one-way, round trip or multi-segment reservation has been made and the respective passenger is classified a “no show” on his or her reservation for the FIRST segment/portion of the trip, FTW will automatically cancel, without notification, the return portion or the continuing portion of the passenger’s reservation and passenger forfeits any remaining fare

If a Passenger **arrives later than 20 minutes prior to flight departure**, he or she will be considered a “no show” and this will result in the passenger reservation cancelled; changes can be made as noted above for non-refundable if notified prior to scheduled departure. If notification is not made before scheduled departure, the full fare and return segment cancelled and forfeiture of fare for non-refundable tickets. Refundable are valid until expiration of the ticket.

Our Reservations Department opens Monday through Friday at 6:30AM thru 7:00PM AST and Saturday and Sunday at 7:00AM thru 7:00PM AST. If your flight departs early in the

morning, you must call the day prior or no later than the scheduled departure time. Not calling by the required time will result in a no show and forfeiture of fare and tickets

#### **4.5 CARRIAGE OF CHILDREN- ACCOMPANIED**

##### Infants and Lap Children

### **GENERAL**

- A) Fly the Whale will NOT provide transportation for infants fourteen (14) days of age or younger or without written approval from a physician.
- B) Infants and children must be accompanied by a passenger eighteen (18) years of age or older.
- C) Children older than fourteen (14) days but who have not yet reached his/her second birthday (e.g., under the age of two years) may be carried without charge when carried on the lap of a fare-paying passenger eighteen (18) years of age or older.
- D) If a customer wishes to ensure a seat is available for use of a Child Restraint System (CRS), a separate ticket must be purchased for the infant at the applicable fares. Unless an unsold seat is available for use, infants will not occupy a seat.
- E) A safety belt provided for the occupant of a seat may not be used by more than one person who has reached his or her second birthday.
- F) Fly the Whale does not provide Child Restraint Systems (CRS)

### **FARES**

- A) Fly the Whale does not offer child or infant fares.
- B) Children under the age of two (2) may travel as Lap Children at no charge if held by an adult who is occupying an approved forward-facing seat or berth.
- C) Children age two (2) and over, adult fares apply.

**NOTE:**

Infants fourteen (14) days of age or younger will NOT be provided transportation without the written approval from a physician.

#### **4.6 CARRIAGE OF CHILDREN- UNACCOMPANIED**

- A) Unaccompanied Minors (UMs) are children ages seven (7) through fourteen (14), traveling without accompaniment of a parent or guardian who is eighteen (18) years of age or older, and are subject to Fly the Whale policies and procedures related to acceptance and transportation of UMs:
- B) A child between the ages seven (7) through fourteen (14) (i.e.; not yet reached his their 15th birthday) and not accompanied by a fare paying customer who is at

least eighteen (18) years of age will only be accepted for transportation as a UM and is subject to applicable fares and service charges:

- 1) Children who have not yet reached their seventh (7th) birthday will not be accepted for transportation unless accompanied by a fare paying customer who is at least eighteen (18) years of age.
- 2) A child who has reached his or her fifteenth (15th) birthday will not be accepted for transportation as a UM.

**NOTE:**

A willingness by a parent or guardian to pay the UM service charge does not change this policy.

- C) Unaccompanied minors will be accepted for transportation on specific transportation routings and policies that meet one of the following criteria:

Non-stop Flight- Unaccompanied minors shall be accepted for travel on nonstop flights.

**4.7 REGULATORY REQUIREMENTS – ACCOMMODATION OF CHILD RESTRAINT SYSTEMS**

**SEATING OPTIONS FOR INFANTS:**

Held by an adult (lap child): A parent or any person 16 years or older may hold the infant in their lap, the infant must be included in the reservation by calling FTW reservations.

In a reserved seat: If your infant will travel in his or her own seat, you must buy a ticket and bring a safety seat approved by the Federal Aviation Administration (FAA).

- A) A child may occupy an approved Child Restraint System (CRS) furnished by the child’s parent, guardian, or attendant on provided:
- 1) The child is accompanied by a parent, guardian, or attendant designated by the child’s parent or guardian to attend to the safety of the child during the flight;
  - 2) The approved CRS bears one or more labels as follows to be approved for us on Fly The Whale flights:
    - a) Seats manufactured to U.S. standards between January 1, 1981 and February 25, 1985 must bear the label: “This child restraint system conforms to all applicable Federal motor vehicle safety standards.”
    - b) Seats manufactured to U.S. standards on or after February 26, 1985 must bear two (2) labels:
      - 1) “This child restraint system conforms to all applicable Federal motor vehicle standards”; and
      - 2) “THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT” in red lettering.
    - c) If a restraint was manufactured outside the U.S., it needs to have labeling indicating the following to be approved for use on Fly The Whale flights: “has the approval of a foreign government” and / or “was manufactured under standards of the United Nations (UN).”

B) Booster-type CRSs, vest- and harness-type CRSs, lap held child restraints, and other than FAA-approved CARES restraint devices are NOT approved for use in Fly The Whale aircraft, even if they bear labels indicating they meet U.S., UN, or foreign government standard.

C) The child's parent, guardian, or attendant has the following responsibilities when using a CRS on board Fly The Whale aircraft:

Ensuring CRS meets FAA guidelines.

Ensuring CRS functions properly and is free of obvious defects.

Securing child in the CRS according to the manufacturer's instructions.

Ensuring child does not exceed the restraint's weight limit.

Ensuring CRS is secured to the aircraft seat using the aircraft seat's safety belt.

D) A crewmember will ask for verification from the child's parent, guardian, or attendant of the following:

The CRS is properly secured to an approved forward-facing seat or berth;

The child is properly secured in the CRS;

The child does not exceed the specified weight limit for the CRS; and

The CRS bears the appropriate label(s). Nonetheless, ultimate responsibility falls to the accompanying adult.

#### **4.8 PREGNANCY POLICY**

Customers expecting to give birth within ten (10) days of a flight are required to provide a medical certificate (i.e., written physician statement) prepared within seventy- two (72) hours of their flight, certifying they are physically fit for air travel.

#### **4.9 CARRIAGE OF PASSENGERS WITH DISABILITIES**

A) The Air Carrier Access Act of 1986, as amended, prohibits both U.S. and foreign carriers from discriminating against passengers on the basis of disability; requires carriers to make aircraft, other facilities, and services accessible; and requires carriers to take steps to accommodate passengers with a disability. In 1990, the US Department of Transportation issued 14 CFR 382 (commonly known as "Part 382" or "Non-Discrimination on the Basis of Disability in Air Travel") to define the rights of customers with disabilities and the obligations of US carriers to provide services to customers with disabilities.

B) All aircraft operated by Fly the Whale have fewer than thirty (30) passenger seats, exempting the company from many of the requirements set forth in Part 382. To the extent practical given the limitations of fleet and to accommodate specific needs of customers with disabilities, Fly The Whale is committed to providing air transportation in a manner that does not discriminate on the basis of customer disability.

- D) This section outlines the policies of Fly The Whale to ensure compliance with applicable sections of Part 382, as well as the procedures and appropriate guidance for use by Customer Service Agents when fulfilling our obligations to accommodate disabled customers as set forth in Part 382, maintain compliance with other regulations governing Fly The Whale operations (i.e.; DOT, FAA, OSHA, EPA, etc...), in a manner that is safe and respects both customers with a disability and other customers traveling on the same flight.
- E) A copy of 14 CFR 382 (“Non-Discrimination on the Basis of Disability in Air Travel”) is to be provided for review upon request by a customer with a disability.

To print a copy, go the DOT’s consumer protection website:  
<https://www.transportation.gov/airconsumer/disabilitybillofrights>

#### **4.10 ASSISTIVE DEVICES**

- A) Assistive aids and mobility devices presented as checked baggage or intended as hand carry baggage are to be handled with extreme care, have priority over all other customer baggage and freight, and are to off-loaded first and delivered to the customer at the arrival gate or, if the item has not undergone security screening, at the baggage claim area.
- B) The following additional policies and procedures are in effect with regard to assistive devices and mobility aids presented as checked baggage or for carry-on Fly the Whale:
  - 1) All stowage of assistive devices and wheelchairs in aircraft cabins shall be in accordance with 14 CFR 135.87.
  - 2) Generally, wheelchairs will not be able to be stowed in the passenger cabin as carry-on baggage. Fly The Whale shall provide for check-in and timely return of passengers’ wheelchairs and other assistive devices as close as possible to the door of the aircraft, so that passengers may use their own equipment to the extent possible, except such would be inconsistent with DOT regulations governing the transportation of hazardous materials and / or TSA regulations.
  - 3) When a wheelchair or other assistive device is disassembled for stowage in the aircraft baggage compartment, Fly the Whale personnel shall reassemble it and promptly return it to the customer with a disability in the same condition as received at check-in. Battery powered mobility devices. Battery power mobility devices cannot be accepted as checked or carry on baggage.
  - 4) Individuals with disabilities shall be permitted but not required to provide, and Fly the Whale personal shall follow, written directions concerning the disassembly and reassembly of their wheelchairs.
  - 5) The baggage liability limits of 14 CFR 254 do not apply to liability for loss, damage, or delay concerning wheelchairs or other assistive devices. The criterion for calculating the compensation for a lost, damaged, or destroyed wheelchair or other assistive device shall be the original purchase price of the device.



- a) Customers with a disability shall not be required to sign waivers of liability for damage to or loss of wheelchairs or other assistive devices.
- b) Assistive devices and mobility aids are not counted toward the free baggage or carry-on baggage allowance of disabled customers.
- c) Qualified individuals with a disability will be permitted to use personal ventilators / respirators, including non-spill able batteries that meet the requirements of 49 CFR 173.159 and any applicable FAA safety regulations, both on the board and on the ground.

**4.11 HAZARDOUS ITEMS**

- A) Certain hazardous materials are forbidden for passengers and crewmembers to transport on the aircraft. The Illustrated “Hazardous Materials Carried by Airline Passengers and Crewmembers” chart provides information regarding what is allowed versus not allowed and may be downloaded from:

[https://www.faa.gov/hazmat/packsafe/resources/media/Hazmat\\_booklet.pdf](https://www.faa.gov/hazmat/packsafe/resources/media/Hazmat_booklet.pdf)

- B) Some passengers may be unaware of the restrictions regarding hidden hazards and their acceptance in transportation. Station personnel must be vigilant in screening all passenger items; and, when appropriate, question persons as to the contents to prevent inadvertent acceptance and transportation of such unauthorized forbidden materials.

**4.12 DELAYS, CANCELLATIONS, AND DIVERSIONS**

FTW will provide customers at the airport and onboard an affected aircraft with timely and frequent updates regarding known delays, cancellations and diversions and will strive to provide the best available information concerning the duration of delays and to the extent available the flight’s anticipated departure time

We are not responsible for any special, incidental, or consequential damages if we do not meet this commitment.

When cancellations and major delays are experienced, you will be rerouted on the next FTW-operated flight with available seats. If the cancellation or delay causes a passenger to miss connections, at passenger’s request FTW may cancel the remaining ticket and refund the unused portions of the ticket in the original form of payment or provide credit for future travel on FTW, in accordance with FTW refund policy (please check the corresponding section in this Contract of Carriage)

If the delay or cancellation was caused by events within our control and we do not get you to your final FTW destination on the expected arrival day, we will provide reasonable overnight accommodations, subject to availability

In extreme circumstances, it is possible that a flight will cancel while on the ground in the city to which it was diverted. When this happens, you will be rerouted on the next FTW flight with available seats, or in some circumstances on another airline or some other alternative means of transportation. If we are unable to reroute you, reasonable overnight accommodations will be provided by FTW, subject to availability.

FTW will provide amenities for delayed passengers, necessary to maintain the safety and/or welfare of certain passengers, such as customers with disabilities, unaccompanied

children, the elderly, or others to whom such amenities will be furnished consistent with special needs and/or circumstances.

#### **4.13 ESSENTIAL NEEDS DURING EXTRAORDINARY DELAYS**

In the case of extraordinary events that result in very lengthy onboard delays, FTW will make every reasonable effort to ensure that essential needs are met, such as snacks, water, restroom facilities, and basic medical assistance. We are not responsible for any special, incidental, or consequential damages if we do not meet this commitment.

## **OTHER INFORMATION AND REGULATIONS**

### **5.1 U.S. TERRITORY REQUIREMENTS**

For all travel to and from U.S. territories, the following rules apply:

Passengers remain responsible for any and all documentation requirements and proof of citizenship.

FTW shall not be responsible for a Passenger's failure to present or provide documentation required under the applicable laws of the territories to or from which a Passenger travels or through which Passenger may transit.

### **5.2 PASSENGER RELATIONS**

Our Passenger Relations Department is dedicated to addressing customer comments and unresolved concerns. Resolving customer complaints are important to us. When submitting a comment or complaint. Expect the following response.

Acknowledgment within 24 hours of receiving the claim.

Within 60 days after initial receipt, we will bring the passenger complaint to a resolution unless an exception is made.

Depending on the situation and extent of the research and investigation of a request, a resolution may take longer. Passengers will be notified of extensions as they are needed.

FTW agents are available to assist with passenger concerns or questions.

Written communication can be forwarded to the following email address:

[commuter@flythewhale.com](mailto:commuter@flythewhale.com) or Call 800-908-0469.

Mailing address:

**Fly The Whale Airlines  
60 Thompson Avenue  
East Haven, CT 05612**

### **5.3 CHOICE OF LAW**

This Contract of Carriage are governed by and are to be interpreted in accordance with the laws of the United States Virgin Islands.

### **5.4 DEFINITIONS**

**Carrier** refers to Fly The Whale (FTW)

**Codeshare Partner** means another airline has placed its airline designator code upon an FTW flight, where FTW is now the operator and not the carrier of the flight. In these instances, the codeshare partners' respective contract of carriage supersedes FTW's Contract of Carriage

**Confirmed Reservation** means a booking with a specific date and time on a specified flight with a specific class of service offered by FTW Airlines and requested by the Passenger. This includes but not limited to a Passenger with a "zero fare ticket" of which FTW Airlines or its agent has verification of by notation on the ticket provided by FTW Airlines and is agreed to be reserved for the accommodation of the Passenger.

**Controllable Irregularity** is defined as a delay, cancellation or diversion that is not caused by a Force Majeure Event. See subsection h. and p. for the definition of force majeure events.

**Credit** shall mean a credit in a specified dollar amount valid for one (1) year from date of Booking. A credit must be used to book travel within 1 year but does not necessarily need to be traveled within the specified year. Credits are nontransferable and valid only for named ticketed Passengers.

**Departure Delay** means a delay prior to pushing back from the gate or dock.

**Emotional Support Pet or Psychiatric Service Animal** refers to an animal that is shown by proper documentation to be necessary for the emotional wellbeing of the qualified individual with a disability or to provide assistance to such a person.

**Force Majeure Event** is defined as an event out of reasonable control of FTW which includes, but without limitation, meteorological conditions, acts of God, riots, civil commotion, embargoes, wars, hostilities, disturbances or unsettled international conditions - actual, threatened, or reported. Acts of government or airport authority e.g., Air traffic control delays, runway closures, airport construction, shortage of labor, fuel, or facilities of FTW or other. etc.; Also, because of any delay, demand, circumstances, or requirement due, directly, or indirectly to such conditions or any strike, work stoppage, slowdown, lockout or any other labor-related dispute involving or affecting FTW's service. Any government regulation, demand, or requirement. Any damages caused by a third party; an emergency situation.

**Gate** means where the plane loads or unloads Passengers into a terminal building via walking, bus, stairs, bridge or other.

**Qualified Passenger with a disability** is an individual who has a physical or mental impairment that limits daily life activities, may be temporary or permanent.

- 1) Passenger must have a medical record of the impairment and is regarded as having the impairment as defined by the US Department of transportation regulations.
- 2) Individual must purchase or possess a valid reservation for air transportation on FTW and present at the airport for the purpose of traveling on the flight for which the ticket has been purchased or obtained.
- 3) Meets reasonable nondiscriminatory Contract of Carriage requirements applicable to all Passengers

**Passengers Carriage** will not violate any Federal Aviation Regulations or jeopardize the safe completion of travel and flight or the health and safety of others. Transportation means carriage on more than one carrier where each carrier agrees to accept each other's tickets and baggage.

**No show” Passengers** are any person(s), group, or passenger(s) that fails to honor a reservation, do not present themselves on time, arrive 45 min or less before flight departure, or do not present at all to FTW for check-in. When any one-way, round trip or multi-segment reservation has been made and the respective passenger is classified a “no show” on his or her reservation for the FIRST portion of the trip, the return portion of the continuing portion of the passenger's reservation will automatically cancel, without notice, and if changes not made prior to scheduled departure time the passenger forfeits any remaining fare.

**Non-Revenue Passenger** refers to a passenger that is traveling on FTW with a travel certificate, an employee pass, a buddy pass, a “VIP Pass” ID Travel Card, or any passenger traveling on the airline free of charge.

**Passengers** are any people or person who are aboard a flight and have entered into a Contract of Carriage, or any persons where a Contract of Carriage has been entered into for them by an associated party. Which by, each individual under the Contract will be transported in an aircraft with the consent of FTW.

**Service Animal** is any animal that is trained to provide assistance to a Qualified Passenger with a disability. All animals presented as a service animal require professional documentation and certification in order to be considered as a Service Animal. FTW follows the regulations and guidelines set forth by the U.S. Department of Transportation (DOT). For your reference, these can be accessed in <https://www.transportation.gov/airconsumer>.

**Stopover/layover** refers to a deliberate interruption of travel by a Passenger, scheduled to exceed 4 or more hours, at a point between the place of departure and the final destination.

**Tariffs** are according to the international Passenger rules tariffs publicly filed with the U.S. Department of Transportation.

**Irregular Disruption of Service** travel or diversion means a delay in any regular travel caused by a force majeure event. If in the event of a force majeure any and all subsequent event or events reasonably related to the original force majeure shall be deemed an Irregular Disruption of Service, Travel or diversion.