



## **General Conditions of Carriage of Passengers and Baggage**

### **Article 1: Introduction**

- 1.1. When you purchase a ticket for a flight operated by us, you conclude a contract of carriage with us. This contract is governed by: (1) the conditions set out in your Itinerary/Receipt; (2) any applicable Tariffs; (3) these General Conditions of Carriage; and (4) any other regulations we may publish from time to time.
- 1.2. These General Conditions of Carriage (the "Terms") apply to your Booking with OneClick Airways JSC, a joint-stock company registered in Georgia, with its registered address at Georgia, Tbilisi, Mtatsminda district, Amaghleba III alley, No.2, Floor No.7, Apartment No.25.

These Terms incorporate by reference the following documents, which also apply to your Booking:

- 1.2.1. Our Website Terms of Use, if you use our website; and
- 1.2.2. Your Booking Confirmation and any specific conditions contained within it.

Please read these Terms carefully and ensure you understand them before booking any flights with OneClick Airways. We may update these Terms periodically, and you should review them prior to each booking, as the Contract for Carriage is concluded upon your payment of the Total Fare and our issuance of the Itinerary.

- 1.3. Particular expressions and words in this document have specific meanings that may be unique to this document and may differ from other airlines. When certain words and phrases are capitalized in these Terms, they are defined terms with the meaning given in Paragraph 2 below.
- 1.4. In these Terms, when we refer to "OneClick Airways" or to "OneClick" "we", "We", "us", "Us", "our" or "Our", we mean OneClick Airways JSC and when we refer to "you", "You", "Your" or "your", we mean you as the Passenger or the Booker on a Booking.
- 1.5. These Terms shall govern the contractual relationship between OneClick and passengers. They are intended to ensure the safe, efficient, and fair transportation of passengers and their baggage. These Terms shall apply to all carriage services provided by OneClick, subject to the provisions of Georgian

legislation and applicable international conventions. In the event of any inconsistency, the provisions of Georgian law and relevant conventions shall prevail.

## **Article 2: Definitions**

- 2.1. "**ACCOMPANYING ADULT**" means a passenger at least eighteen (18) years of age on the same Booking as a Minor, who accompanies them on the flight.
- 2.2. "**APPLICABLE LAW**" means all laws, statutes, regulations, and mandatory guidelines of Georgia applicable to your Booking and travel, including, where applicable, the Convention.
- 2.3. "**BAGGAGE**" means your personal property accompanying you in connection with your trip, comprising your Checked Baggage and Cabin/Unchecked Baggage, Extra On-Board Baggage or Personal Property (but excluding any items prohibited from carriage under these Terms).
- 2.4. "**BOOKING**" means a booking for one or more OneClick Airways JSC flights which we have confirmed as accepted.
- 2.5. "**BAGGAGE IDENTIFICATION TAG**" a document issued solely for identification of Your Checked Baggage and which is placed on Your Checked Baggage.
- 2.6. "**BAGGAGE CLAIM TAG**" a document issued solely for identification of Your Checked Baggage, affixed to Your Boarding Pass.
- 2.7. "**BOOKER**" means the individual above the age of consent and having full legal capacity or a legal entity who acts as an agent for the Passenger and makes the booking in his/her own name and on his/her own behalf and/or in other Passenger's names and on their behalf. Booker includes also any individual or company paying to us the Total Fare as stated in the Itinerary of a Passenger and travel agencies.
- 2.8. "**BOARDING PASS**" a document (i) issued at the check-in counter against Your booking code or Your Itinerary and valid Travel Documents; or (ii) printed or downloaded by You or displayed on Your mobile device if You use the Passbook or other application with similar function after completing the online or mobile check-in procedure, permitting You to board the aircraft
- 2.9. "**CABIN BAGGAGE**" means your Baggage, which we permit you to take onboard the aircraft, subject to these Terms.
- 2.10. "**Customer Support**" customer service provided by telephone, the current telephone numbers of which can be found on the Website.

- 2.11. **“CANCELLATION FEE”** the fee payable by You if You cancel a reservation, as provided for in Paragraph 6.4.1 and in the amount specified on the Website at the time of the conclusion of the Contract.
- 2.12. **“CARRIER”** includes the air carrier issuing the Ticket on all air carriers that carry or undertake to carry the Passenger and/or his Baggage thereunder.
- 2.13. **"CHECKED BAGGAGE"** means Baggage of which we take custody and for which we issue a baggage identification tag.
- 2.14. **"CONVENTION"** means, as applicable:
- (a) The Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, done at Montreal on 28 May 1999; or
  - (b) In the event that the Montreal Convention does not apply to your carriage by operation of law, any other convention, treaty, or law which is applicable to your carriage and legally binding upon OneClick Airways JSC, including, but not limited to, the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw on 12 October 1929 (the "Warsaw Convention") or any of its subsequent amendments, protocols, or supplements (such as The Hague Protocol of 1955, the Guadalajara Convention of 1961, etc.)
- 2.15. **"CONTRACT"** means the contract for air carriage of Passengers and Baggage concluded between you and OneClick Airways JSC.
- 2.16. **"FARE"** means the price for air carriage from the Place of Departure to the Place of Destination, excluding Fees for Other Services.
- 2.17. **"FEES FOR OTHER SERVICES/SERVICE FEES"** means the fees payable for various optional services in connection with the air carriage, as set out on our website.
- 2.18. **“GENERAL CONDITIONS OF CARRIAGE”** the provisions applicable to the carriage by air of Passengers and Baggage performed by OneClick as set out in these General Conditions of Carriage, and also referred to as TERMS
- 2.19. **"INFANT"** means a passenger who is over 1 day old but under two years of age on the date of travel.
- 2.20. **"ITINERARY"** means the document we issue to you after full payment of the Total Fare, which contains your booking details and forms part of your Contract.
- 2.21. **“Minor”** means a Passenger who has not attained the age of fourteen (14) years at the time of travel, including:
- “INFANT”: a Passenger who has not attained the age of two (2) years at the time of travel and who is at least one day old; and

- 2.22. "CHILD": a Passenger who has attained the age of two (2) years but has not attained the age of fourteen (14) years at the time of travel."ONECLICK AIRWAYS", "We", "Us", "Our" means OneClick Airways JSC.
- 2.23. "OPTIONAL SERVICES" services provided by us or any third parties in connection with the air carriage, as set out on our website.
- 2.24. "PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Booking.
- 2.25. "PASSENGER WITH REDUCED MOBILITY OR REQUIRING SPECIAL ASSISTANCE (PRM)" means a passenger whose mobility is reduced due to any physical disability, age, or illness, and whose situation requires special assistance.
- 2.26. "PERSONAL PROPERTY" means small items listed in Article 8.4 that you may take onboard in addition to your Cabin Baggage.
- 2.27. "SDR" means a Special Drawing Right as defined by the International Monetary Fund.
- 2.28. "TARIFFS" means our published fares, charges, and related conditions of carriage on the website.
- 2.29. "TOTAL FARE" means the total price payable for all services provided by us, including the Fare and all Fees for Other Services.
- 2.30. "TRAVEL DOCUMENTS" means passports, visas, health certificates, and all other documents required by law to enter or exit a country.
- 2.31. "WEBSITE" means <https://oneclick.aero/>

### **Article 3: Applicability and Choice of Law**

- 3.1. These Terms apply to all carriage of passengers and baggage by OneClick Airways JSC, except as provided by the Convention or mandatory Applicable Law. These terms shall apply to any flight stated on the Itinerary as operated by OneClick as carrier and to any flight otherwise performed by OneClick.
- 3.2. Your contract of carriage with us, and these Terms, shall be governed by and construed in accordance with the laws of Georgia.
- 3.3. Any dispute arising out of or in connection with this contract shall be subject to the jurisdiction of the competent courts at the plaintiff's place of residence.
- 3.4. Flights Operated by Us on Behalf of Other Carriers

- 3.4.1. These General Conditions of Carriage shall apply to any flight or segment thereof which is operated by OneClick Airways JSC as the actual carrier, even if the flight is marketed and sold under the airline designator code, trade name, or brand of another air carrier (the "Contracting Carrier").
- 3.4.2. In such circumstances, where you have a contract of carriage with the Contracting Carrier, our carriage of you and your baggage is subject to:
  - (a) these General Conditions of Carriage; and
  - (b) the conditions of carriage of the Contracting Carrier, to the extent they are not inconsistent with these General Conditions of Carriage.
- 3.4.3. For the avoidance of doubt, when OneClick Airways JSC is the operating carrier, our liability provisions (Article 11), baggage rules (Article 8), conduct rules (Article 10), claim procedures (Article 12), and all other conditions governing the actual carriage shall apply and take precedence over any conflicting terms in the Contracting Carrier's conditions.
- 3.4.4. The name of the actual operating carrier for your flight will be disclosed to you at the time of booking, on your Itinerary, and/or at the airport, as required by applicable law.

#### **Article 4: Booking**

- 4.1. Bookings can be made directly via our Website.
- 4.2. A Booking is confirmed only upon full payment of the Total Fare and our issuance of an Itinerary. The Itinerary (in the case of carriage of Baggage, the Baggage Identification Tag) certifies the agreement of the Contract for Carriage by Air between You and Us and no separate ticket will be issued. We reserve the right to cancel any Booking not paid in full. The confirmation and Itinerary will be dispatched to the email address you have provided during Booking.
- 4.3. We will provide carriage to the person(s) (the "Passenger(s)") named in the Itinerary. You will be required to present valid identification (passport or ID card - when permitted under Georgian law).
- 4.4. You are responsible for providing accurate passenger names and contact details. The Booker is deemed to act as an agent for all Passengers on the Booking and to have accepted these Terms on their behalf. Furthermore, if the Booker is not a Passenger and the Booker's contact details are provided in Your booking You agree that the Booker:
  - (i) shall be responsible for receiving and relaying any and all communications from Us or Our Service Providers concerning the booking to all Passengers; and

(ii) UNLESS INSTRUCTED OTHERWISE IN WRITING BY THE BOOKER OR PASSENGER, WE SHALL ASSUME THAT THE BOOKER HAS VALID AUTHORISATION FROM THAT PASSENGER TO RECEIVE ANY REFUND AND, WHERE APPLICABLE, INCIDENTAL EXPENSES OR COMPENSATION DUE AND PAYABLE UNDER THE BOOKING. WE SHALL HAVE NO RESPONSIBILITY FOR ENSURING THAT SUCH AMOUNTS ARE REMITTED OR OTHERWISE TRANSFERRED BY THE BOOKER TO THE PASSENGER.

- 4.5. If You are a PRM and/or require special assistance (including, but not limited to the carriage of a recognised assistance dog), *inform Us of Your assistance needs and any mobility or other aids You wish to transport*, 48 hours before the scheduled time of departure of Your flight either by calling our Customer Support on the dedicated phone numbers or by using the dedicated email address. For the phone number and the email address, please visit the Website.
- 4.6. Should You wish to carry special Baggage (for example, fragile items or other special items, including, without limitation, sports equipment, musical instruments, and similar items) or items of conditional carriage, You shall call Our Customer Support and notify your request accordingly:
- 4.7. Any agreed changes to Your booking will be contained in a new Itinerary. In such case the newly issued Itinerary will certify the Contract for Carriage as of its issuance.
- 4.8. You may request the substitution (re-sending) of Your Itinerary or Your booking code by calling Our Customer Support. We may charge You an administration fee for this service.
- 4.9. If you think you have made a Booking but have not received Itinerary and Booking Confirmation, please contact Our Customer Support.
- 4.10. Information and rules regarding the protection of personal data are available in the policy document published on our website.

#### **Article 5: Fares, Taxes, and Payment**

- 5.1. Fares are calculated in Georgian Lari (GEL) at the time of Booking and cover carriage from the airport at the Place of Departure to the airport at the Place of Destination.
- 5.2. The Total Fare includes all taxes, charges, and fees known at the time of Booking. You agree to pay any new or increased taxes, charges, or fees imposed by governments or airports after the Booking is made but before travel. Failure to pay may result in refusal of carriage.
- 5.3. Some Additional Services and Other Services can be purchased by You after Your Booking is made
- 5.4. Payment must be made in full at the time of Booking in GEL, unless another currency is specified. We are not responsible for currency conversion differences charged by your bank or card issuer.

- 5.5. Unless we tell You otherwise, the Booker must pay the Total Fare in full at the time of making your Booking. We must receive the Total Fare in the currency indicated by Us, within the timeframe provided, otherwise Your booking will be invalid and cancelled by Us.

#### **Article 6: Changes, Cancellations, and Refunds**

- 6.1. Flight times are not guaranteed and we may change schedules for operational, safety, or commercial reasons. If we make a significant change (e.g., cancellation, long delay) and you choose not to accept it, you may be entitled to re-routing or a refund of the Total Fare. You will be notified of any changes via email.
- 6.2. You may change your flight subject to payment of a Service fee and any difference in Fare. You may cancel your Booking subject to the deduction of a cancellation fee, as detailed on our Website. Our fares and fees are generally non-refundable except as stated in these Terms, or as otherwise required by applicable law or subordinate legislation (if and to the extent such exists)
- 6.3. Where applicable, refunds shall be made to the original form of payment. Such refunds will be processed within a reasonable period of time, not exceeding the timeframes set out in the applicable legislation.
- 6.4. Amendment of the Contract of Carriage by You
- 6.4.1. You may cancel Your Booking up to the fourteenth day prior to the scheduled time of departure of Your flight. You will be entitled to a refund of the Total Fare, less the applicable Cancellation Fee, in accordance with the calculation provided on our website.
- 6.4.2. If You cancel Your Booking within fourteen days prior to the scheduled time of departure of Your flight, You will be refunded the amount of the Total Fare after deduction of the Fee for Other Services. The prices for additional services are indicated on our Website.
- 6.4.3. You can change your flight to another available OneClick flight if you pay the associated Service Fee plus the fare difference, if any, for your new flight. This is calculated when you make the change. If the new fare is lower than the original fare, we will not refund you the difference. For more information, please visit the Website.

#### **Article 7: Check-in and Boarding**

- 7.1. You must arrive at the airport sufficiently in advance of your scheduled departure to complete all check-in, baggage drop, security, and government formalities.
- 7.2. Check-in deadlines vary by airport and are published on our Website or via Customer Support. It is your responsibility to comply with these deadlines.
- 7.3. You must present a valid Boarding Pass and all required Travel Documents at the boarding gate.
- 7.4. If the Passenger fails to arrive in time at flight Check-in location or boarding gate or appears improperly documented and not ready to travel. We may cancel the space reserved for the Passenger and will not delay the flight. We will not be liable to the Passenger for loss or expense due to the Passengers failure to comply with provisions of this Article.

### **Article 8: Baggage**

- 8.1. **Checked Baggage:** You may purchase an allowance for Checked Baggage. Each piece must not exceed 32 kg and dimensions of 149 x 119 x 171 cm. Items unsuitable for carriage in the cargo hold (e.g., fragile items, electronics, valuables) should not be placed in Checked Baggage. We are not liable for damage to such items.
- 8.2. **Cabin Baggage:** One piece of Cabin Baggage per passenger is included in your Fare, subject to size and weight restrictions (e.g., 40x30x20 cm). You may purchase an allowance for a larger cabin bag.
- 8.3. **Dangerous Goods:** You are forbidden from carrying dangerous goods in your Baggage, including but not limited to explosives, gases, flammable liquids, and radioactive materials. A detailed list is available on request and on our Website.
- 8.4. In addition to Unchecked Baggage You may take the following small size **Personal Properties** on board without paying a separate fee:
  - 8.4.1. coat or a blanket;
  - 8.4.2. a cellular phone;
  - 8.4.3. reading material for the flight;
  - 8.4.4. for children under the age of two: food for the flight;
  - 8.4.5. duty free items bought in the airside departure lounge, after passing through the security check;
  - 8.4.6. a pair of crutches for a person with a disability;
  - 8.4.7. rear-facing infant car seat equipped with inside seat belt, if the Infant travels on a separate purchased aircraft seat, and the car seat is equipped with a latch which enables it to be securely fastened with the passenger seat belt.

## **Article 9: Refusal and Limitation of Carriage**

### 9.1. Right to Refuse Carriage

Carrier may refuse carriage of any Passenger or Passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, Carrier determines that:

- 9.1.1. such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over; or
- 9.1.2. if the Passenger is known to be inadmissible person in the country of destination.
- 9.1.3. the conduct, age, or mental or physical state of the passenger is such as to:
  - 9.1.3.1. require special assistance of Carrier, or
  - 9.1.3.2. cause discomfort or make himself or herself objectionable to other passengers, or
  - 9.1.3.3. involve any hazard or risk to himself or herself or to other persons or to property; or
- 9.1.4. such action is necessary because the Passenger has failed to observe the instructions of Carrier; or
- 9.1.5. the Passenger has refused to submit to a security check; or
- 9.1.6. the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the passenger (or the person paying for the ticket) have not been complied with; or
- 9.1.7. the Passenger does not appear to be properly documented; or
- 9.1.8. the Ticket presented by the Passenger:
  - 9.1.8.1. has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorized Agent, or
  - 9.1.8.2. has been reported as being lost or stolen, or
  - 9.1.8.3. is a counterfeit ticket, or
  - 9.1.8.4. any Boarding Pass has been altered by anyone other than Carrier or its authorized Agent, or has been mutilated, and Carrier reserves the right to retain such Ticket;
- 9.1.9. the person presenting the Ticket cannot prove that he or she is the person named in the "Name of Passenger" box, and Carrier reserves the right to retain such Tickets.
- 9.1.10. Limitation of carriage

Acceptance for carriage of unaccompanied minors, incapacitated persons, pregnant women or persons with illness shall be subject to prior arrangement with us.

## **Article 10: Conduct Aboard the Aircraft**

- 10.1. For safety reasons, you must obey all instructions from the aircraft commander and cabin crew.
- 10.2. We may deny carriage or remove you from a flight if your conduct jeopardizes safety, causes discomfort to others, or is disruptive, abusive, or offensive. You will be liable for all costs incurred as a result of such conduct.
- 10.3. Smoking (including e-cigarettes) is strictly prohibited onboard our aircraft. Consumption of alcohol not purchased from us is also prohibited.

## **Article 11: Liability**

- 11.1. Our liability for death, injury, delay, and loss of or damage to Baggage is governed by the provisions of the Convention and these Terms.
- 11.2. For recoverable damages proven, our liability is limited to 128,821 SDRs per passenger. unless we can otherwise prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger. Above the level of 128,821 SDRs, we shall also be entitled to the other defenses available under the Convention (where applicable to the claim). For claims in excess of 128,821 SDRs, We may be exonerated if We can prove that (i) such damage was not due to Our wrongful act, omission, willfulness or negligence or that of Our employees, agents or servants or that (ii) such damage was solely due to the wrongful act, omission, willfulness or negligence of a third party.
- 11.3. Where we prove that the damage was caused or contributed to, by the negligence or other wrongful act or omission of the deceased or injured Passenger, we may be exonerated wholly or in part from our liability in accordance with the Applicable Law.
- 11.4. Our liability for destruction, loss, or damage to Baggage is limited to 1,288 SDRs per passenger, unless a higher value was declared in advance and a supplementary sum paid. We are not liable for damage to unchecked baggage unless caused by our fault.
- 11.5. We exclude liability for minor damage to the exterior of Your Baggage (such as scratches, soils, staining, dents) that may result from normal wear and tear as part of transportation and only accept such damage as prevents functional use of Your Baggage.
- 11.6. Our liability for damage caused by delay is limited to 5,346 SDRs per Passenger. We shall not be liable to You where we prove that we, Our employees, servants or agents took all reasonable measures to avoid the damage or it was impossible for Us or them to take such measures

- 11.7. We are not liable for any indirect or consequential damages. These liability limits also apply to our agents and employees.

## **Article 12: Claims and Time Limits**

### **12.1. Baggage Claims:**

- 12.1.1. In case of damage to Checked Baggage, you must complain to us in writing immediately upon discovery, and at the latest within seven (7) days of receipt.
- 12.1.2. In case of delay, the complaint must be made within twenty-one (21) days from the date the Baggage was made available to you.
- 12.2. Any claim for personal injury or death must be brought to our attention in writing as soon as possible.
- 12.3. All other complaints must be made in writing within two (2) months from the date of the incident.
- 12.4. For any claim for damages arising from international carriage to which the Convention applies, your right to damages shall be extinguished if an action is not brought within a period of two years reckoned from the date of arrival at the place of destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 12.5. For any claim not governed by the Convention (including, but not limited to, purely domestic carriage within Georgia), the limitation period shall be determined by the applicable national law, which, for contracts governed by Georgian law, is generally three years from the date the claimant became aware, or should have become aware, of the damage and the identity of the liable party.
- 12.6. The manner of calculating the limitation period, as well as the grounds for its suspension or interruption, shall be governed by the law of the court having jurisdiction over the case.

## **Article 13: Other Provisions**

- 13.1. If any provision of these Terms is found to be invalid, the remainder shall remain in full force and effect.
- 13.2. We reserve the right to amend these Terms at any time. The version effective at the time of your Booking will apply to your Contract.
- 13.3. We will collect and use your personal data in accordance with our Privacy Policy, available on our Website.