

# Notice of your rights in the event of Denied Boarding, Flight Delay or Flight Cancellation (v14)

For contact details of EU 261 National Enforcement Bodies (NEBs), please click [here](#) if online or enquire at the GP Aviation airport ticket desk



This notice contains important information about your rights established by European Regulation (EC) No. 261/2004 ('the Regulation') and applies to you if:

- You have a confirmed reservation on a flight operated by GP Aviation Ltd DAC purchased at a fare available directly or indirectly to the general public; and
- (except in the case where your flight has been cancelled) you have presented yourself for check-in before the Check-In Deadline as specified by us in our General Terms & Conditions of Travel or related regulations; and
- your flight is departing from an airport in the EU or from an airport in a country outside the EU to an airport in the EU (unless it is evident that you received benefits or compensation and were given assistance in such other country and that those benefits, compensation and assistance directly correspond to your entitlement under the Regulation); and
- you have not been denied boarding by reason of a matter set out in our General Terms & Conditions of Travel or related regulations; and
- you have been denied boarding involuntarily or your flight is delayed by more than two hours beyond its scheduled departure time, or cancelled.

## **DENIED BOARDING**

GP Aviation Ltd, as a policy, does not overbook its flights. However, in the unlikely event that a seat is not available for a passenger with a confirmed reservation, we will seek volunteers to surrender their seats in exchange for benefits that we and the volunteer may agree upon before involuntarily denying boarding to other passengers. If there are insufficient volunteers and we deny you boarding involuntarily, you are entitled to the relevant rights set out in paragraphs 1 to 3 below.

## **FLIGHT DELAY**

If we reasonably expect your flight to be delayed for two hours or more beyond its scheduled time of departure in the case of flights of 1500km or less (but three hours or more in the case of all intra-EU flights of more than 1,500km and of all other flights operated by us between 1,500km and 3,500km), you are entitled to the relevant rights set out in paragraphs 1 to 3 below.

## **FLIGHT CANCELLATION**

If your flight is cancelled, you are entitled to the rights set out below (see following sections 1.; 2.; and 3.). As regards your right to compensation, please note that GP Aviation Ltd is entitled to refuse compensation when:

- you are informed of the cancellation at least two weeks before the scheduled time of departure; or
- you are informed of the cancellation between two

weeks and seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than two hours before the scheduled time of departure and reach your final destination less than four hours after the scheduled time of arrival; or

- you are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination less than two hours after the scheduled time of arrival; or
- we can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken by GP Aviation Ltd, including not limited to political instability, safety and security reasons, weather disruption, labour disputes or failure or delay of air traffic control facilities.

## **1. RIGHT TO COMPENSATION**

If you are involuntarily denied boarding or your flight is cancelled or delayed by three or more hours with respect to the scheduled arrival time (provided no extraordinary circumstances occur), you are entitled to receive the following amount from us:

- €250 in respect of all flights of 1,500km or less; or
- €400 in respect of all intra-EU flights of more than 1,500km, and for all other flights between 1,500km and 3,500km.

If we are able to offer you re-routing on an alternative flight and the arrival time of the re-routed flight does not exceed the scheduled arrival time of the flight booked:

- by two hours, in respect of all flights of 1,500km or less; or
- by three hours, in respect of all intra-EU flights of more than 1,500km, and for all other flights between 1,500km and 3,500km. The compensation set out above may be reduced by 50%. Distances shall be measured by the great circle route method.

## **2. RIGHT TO REIMBURSEMENT OR RE-ROUTING**

If you are denied boarding (whether voluntarily or involuntarily) or your flight is cancelled, you are additionally entitled to choose between:

- a) reimbursement pursuant to Article 8(1) of the Regulation within seven days, by means provided for in Article 7(3), of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan; or
- b) re-routing, under comparable transport conditions,

to your final destination at the earliest opportunity; or  
c) re-routing, under comparable transport conditions, to your final destination at a later date at your convenience, subject to availability of seats.

If your flight is delayed by at least five hours and you elect not to travel, you are entitled to receive reimbursement as set out in point (a) above, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity.

### **3. RIGHT TO CARE**

If you are involuntarily denied boarding or if your flight is cancelled or delayed by more than 2 hours, we will offer you, free of charge:

a) meals and refreshment vouchers in reasonable relation to the waiting time, as long as it will not further delay the departure of the aircraft;

b) two telephone calls, telex or fax messages or e-mails;

c) hotel accommodation in cases where a stay of one or more nights becomes necessary, or where a stay additional to that intended by you becomes necessary;

d) transport between the airport and place of accommodation (hotel or other).

If your flight is delayed as specified under 'Flight Delay' above or cancelled without notice being given to you prior to your arrival at the airport of departure GP Aviation Ltd will offer you items (a) and (b) above. If, as a result of the delay or your being re-routed following a cancellation, your new time of departure is reasonably expected to be at least the day after the original day of departure, we will also offer you items (c) and (d) above.

Where it is not feasible for GP Aviation Ltd to arrange the care set out above, GP Aviation Ltd will reimburse you for your reasonable receipted expenses upon application to: GP Aviation Ltd. • Sofia Airport, Block 3, Floor 3, 1540 Sofia - Bulgaria