

Comparative table of Conditions of Carriage (Effective from December 28, 2024)

Before revision	After revision
<p><b>4. TICKETS</b></p> <p>C. Valid Flight</p> <ol style="list-style-type: none"> <li>1. If a Passenger is prevented from travelling on the flight on which a seat is reserved, because Peach:               <ol style="list-style-type: none"> <li>a. cancels the flight on which the Passenger holds a reservation;</li> <li>b. fails to operate a flight <u>according to the schedule with no justifiable reason</u>;</li> <li>c. omits a scheduled stop, such as the Passenger's place of departure, Destination or Stopover point;</li> <li>d. causes the Passenger to miss a connection to flight of Peach; or</li> <li>e. is unable to provide a seat previously reserved by the Passenger, Peach will, unless otherwise provided in Peach's Regulations, treat such Ticket as valid, at no additional charge, for Peach's first flight to the same Destination on which a seat is available.</li> </ol> </li> <li>2. If a Passenger, after commencing his/her travel, is prevented from travelling on the flight on which a seat is reserved by reason of his/her illness (but not pregnancy), Peach may, unless otherwise provided in Peach's Regulations, treat such Ticket as valid for any of the following flights; provided, however, that such treatment shall not be prohibited by Peach's Regulations applicable to the fare paid by the Passenger:</li> </ol>	<p><b>4. TICKETS</b></p> <p>C. Valid Flight</p> <ol style="list-style-type: none"> <li>1. If a Passenger is prevented from travelling on the flight on which a seat is reserved, because Peach:               <ol style="list-style-type: none"> <li>a. cancels the flight on which the Passenger holds a reservation;</li> <li>b. fails to operate a flight <u>reasonably according to the schedule</u>;</li> <li>c. omits a scheduled stop, such as the Passenger's place of departure, Destination or Stopover point;</li> <li>d. causes the Passenger to miss a connection to flight of Peach; or</li> <li>e. is unable to provide a seat previously reserved by the Passenger, Peach will, unless otherwise provided in Peach's Regulations, treat such Ticket as valid, at no additional charge, for Peach's first flight to the same Destination on which a seat is available.</li> </ol> </li> <li>2. If a Passenger, after commencing his/her travel, is prevented from travelling on the flight on which a seat is reserved by reason of his/her illness (but not pregnancy), Peach may, unless otherwise provided in Peach's Regulations, treat such Ticket as valid for any of the following flights; provided, however, that such treatment shall not be prohibited by Peach's Regulations applicable to the fare paid by the Passenger:</li> </ol>

<p>a. Peach's first flight to the same Destination on which a seat is available on and after the date on which the Passenger becomes fit to recommence his/her travel according to a valid medical certificate, or</p> <p>b. any of Peach flights to the same Destination to be operated within 7 Days of the date of said first flight.</p>	<p>a. Peach's first flight to the same Destination on which a seat is available on and after the date on which the Passenger becomes fit to recommence his/her travel according to a valid medical certificate, or</p> <p>b. any of Peach flights to the same Destination to be operated within 7 Days of the date of said first flight.</p>
<p><b>6 FARES AND ROUTINGS</b></p> <p>G. Points</p> <ol style="list-style-type: none"> <li>1. Passengers shall be entitled to use Points to pay fares, charges, taxes and service fees at a rate determined by Peach.</li> <li>2. Unless otherwise provided in Peach's Regulations, Points may only be used by a Passenger who earned such Points.</li> <li>3. When using Points, Passengers shall present to or notify Peach of a Point Authentication Code.</li> <li>4. Unless otherwise provided in Peach's Regulations, Points shall be valid and in force for a period of <u>6 months</u> commencing on the day on which such Points are issued.</li> <li>5. Points may not be exchanged for cash.</li> </ol>	<p><b>6 FARES AND ROUTINGS</b></p> <p>G. Points</p> <ol style="list-style-type: none"> <li>1. Passengers shall be entitled to use Points to pay fares, charges, taxes and service fees at a rate determined by Peach.</li> <li>2. Unless otherwise provided in Peach's Regulations, Points may only be used by a Passenger who earned such Points.</li> <li>3. When using Points, Passengers shall present to or notify Peach of a Point Authentication Code.</li> <li>4. Unless otherwise provided in Peach's Regulations, Points shall be valid and in force for a period of <u>180 days</u> commencing on the day on which such Points are issued.</li> <li>5. Points may not be exchanged for cash.</li> </ol>
<p><b>7 CHANGE OF FLIGHT, FAILURE TO CARRY AND MISSED CONNECTIONS</b></p> <p>B. Involuntary Change of Flight</p> <ol style="list-style-type: none"> <li>1. Unless otherwise provided in sub-paragraph 2 of paragraph B of Article 12, in the event that Peach cancels a flight, fails to operate a flight <u>according to the schedule with no justifiable reason</u>, is unable to provide a Passenger with his/her reserved seat or causes a Passenger to miss his/her connecting flight of Peach on which</li> </ol>	<p><b>7 CHANGE OF FLIGHT, FAILURE TO CARRY AND MISSED CONNECTIONS</b></p> <p>B. Involuntary Change of Flight</p> <ol style="list-style-type: none"> <li>1. Unless otherwise provided in sub-paragraph 2 of paragraph B of Article 12, in the event that Peach cancels a flight, fails to operate a flight <u>reasonably according to the schedule</u>, is unable to provide a Passenger with his/her reserved seat or causes a Passenger to miss his/her connecting flight of Peach on which he/she holds a</li> </ol>

he/she holds a reservation, Peach shall, at Passenger's option, take either of the following measures:

- a. to carry the Passenger on any other flight of Peach on which a seat is available; or
- b. to refund according to the means of payment of the fare or provide Points in accordance with paragraph C of Article 13.

2. For reasons other than those prescribed in items a through d of sub-paragraph 2 of paragraph B of Article 12, in the event that Peach changes Passenger's Destination or Stopover point after departure of the flight, Peach shall, at Passenger's option, take either of the following measures:

- a. to carry the Passenger to his/her Destination or Stopover point by either of the following means of transportation at the option of Peach
  - i. to carry the Passenger on any other flight of Peach on which a seat is available; or
  - ii. to carry the Passenger by other means of transportation.
- b. to refund according to the means of payment of the fare or provide Points in accordance with paragraph C of Article 13.

3. In the event that a Passenger misses an onward connecting flight of Peach on which the Passenger holds a reservation because a Carrier carrying such Passenger fails to operate its flight according to the schedule or changes the schedule of such flight, Peach shall not be liable for such missed connection.

C. Change of Flight for Reasons Not for Benefit of Peach and Passenger

1. For reasons prescribed in items a through d of sub-paragraph 2 of paragraph B of Article 12, in the event that Peach cancels a flight,

reservation, Peach shall, at Passenger's option, take either of the following measures:

- a. to carry the Passenger on any other flight of Peach on which a seat is available; or
- b. to refund according to the means of payment of the fare or provide Points in accordance with paragraph C of Article 13.

2. For reasons other than those prescribed in items a through d of sub-paragraph 2 of paragraph B of Article 12, in the event that Peach changes Passenger's Destination or Stopover point after departure of the flight, Peach shall, at Passenger's option, take either of the following measures:

- a. to carry the Passenger to his/her Destination or Stopover point by either of the following means of transportation at the option of Peach
  - i. to carry the Passenger on any other flight of Peach on which a seat is available; or
  - ii. to carry the Passenger by other means of transportation.
- b. to refund according to the means of payment of the fare or provide Points in accordance with paragraph C of Article 13.

3. In the event that a Passenger misses an onward connecting flight of Peach on which the Passenger holds a reservation because a Carrier carrying such Passenger fails to operate its flight according to the schedule or changes the schedule of such flight, Peach shall not be liable for such missed connection.

C. Change of Flight for Reasons Not for Benefit of Peach and Passenger

1. For reasons prescribed in items a through d of sub-paragraph 2 of paragraph B of Article 12, in the event that Peach cancels a flight,

fails to operate a flight according to the schedule, is unable to provide a Passenger with his/her reserved seat, or causes a Passenger to miss his/her connecting flight on which he/she holds a reservation, Peach shall, at its option, take either of the following measures:

- a. to carry the Passenger on any other flight of Peach on which a seat is available; or
- b. to refund according to the means of payment of the fare or provide Points in accordance with paragraph D of Article 13.

2. For reasons prescribed in items a through d of sub-paragraph 2 of paragraph B of Article 12, in the event that Peach changes Passenger's Destination or Stopover point after departure of the flight, Peach shall, at its option, take either of the following measures:

- a. to carry the Passenger to his/her Destination or Stopover point by either of the following means of transportation at the option of Peach
  - i. to carry the Passenger on any other flight of Peach on which a seat is available; or
  - ii. to carry the Passenger by other means of transportation.
- b. to refund according to the means of payment of the fare or provide Points in accordance with paragraph D of Article 13.

fails to operate a flight reasonably according to the schedule, is unable to provide a Passenger with his/her reserved seat, or causes a Passenger to miss his/her connecting flight on which he/she holds a reservation, Peach shall, at its option, take either of the following measures:

- a. to carry the Passenger on any other flight of Peach on which a seat is available; or
- b. to refund according to the means of payment of the fare or provide Points in accordance with paragraph D of Article 13.

2. For reasons prescribed in items a through d of sub-paragraph 2 of paragraph B of Article 12, in the event that Peach changes Passenger's Destination or Stopover point after departure of the flight, Peach shall, at its option, take either of the following measures:

- a. to carry the Passenger to his/her Destination or Stopover point by either of the following means of transportation at the option of Peach
  - i. to carry the Passenger on any other flight of Peach on which a seat is available; or
  - ii. to carry the Passenger by other means of transportation.
- b. to refund according to the means of payment of the fare or provide Points in accordance with paragraph D of Article 13.

### 13 REFUNDS

#### C. Involuntary Refunds

- 1. When a Passenger is prevented from using the Carriage provided for in his/her Ticket because Peach cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to

### 13 REFUNDS

#### C. Involuntary Refunds

- 1. Unless otherwise provided in sub-paragraph 2 of paragraph B of Article 12, when a Passenger is prevented from using the Carriage provided for in his/her Ticket because Peach cancels a flight, fails to

stop at a Passenger's Destination or Stopover point, fails to provide a Passenger with his/her reserved seat, causes a Passenger to miss his/her connecting flight of Peach on which he/she holds a reservation or refuses to carry or removes a Passenger pursuant to any of sub-paragraphs 1, 2, 5 and 9 of paragraph A of Article 10, Peach shall make a refund according to the means of payment of the fare or provide Points for such unused Ticket, at Passenger's option, and the amount shall be:

- a. if no portion of the trip has been made, an amount equal to the fare paid; or,
- b. if a portion of the trip has been made, the higher of the following:
  - i. the amount equal to the fare, less the same rate of discount, if any, that was applied in computing the original fare, and charges applicable to the unused transportation from the point of termination of travel (or the point at which transportation was to be resumed in the absence of the termination) to the Destination or Stopover point indicated or recorded on the Ticket ; or
  - ii. the difference between the fare paid and the fare for the Carriage completed.

D. Refunds Due to Force Majeure, etc.

- 1. In the event that Peach cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, is unable to provide a Passenger with his/her reserved seat or causes a Passenger to miss

operate a flight reasonably according to the schedule, fails to stop at a Passenger's Destination or Stopover point, fails to provide a Passenger with his/her reserved seat, causes a Passenger to miss his/her connecting flight of Peach on which he/she holds a reservation or refuses to carry or removes a Passenger pursuant to any of sub-paragraphs 1, 2, 5 and 9 of paragraph A of Article 10, Peach shall make a refund according to the means of payment of the fare or provide Points for such unused Ticket, at Passenger's option, and the amount shall be:

- a. if no portion of the trip has been made, an amount equal to the fare paid; or,
- b. if a portion of the trip has been made, the higher of the following:
  - i. the amount equal to the fare, less the same rate of discount, if any, that was applied in computing the original fare, and charges applicable to the unused transportation from the point of termination of travel (or the point at which transportation was to be resumed in the absence of the termination) to the Destination or Stopover point indicated or recorded on the Ticket ; or
  - ii. the difference between the fare paid and the fare for the Carriage completed.

D. Refunds Due to Force Majeure, etc.

- 1. In the event that Peach cancels a flight, fails to operate a flight reasonably according to the schedule, fails to stop at a Passenger's Destination or Stopover point, is unable to provide a Passenger with his/her reserved seat or causes a Passenger to miss his/her

his/her connecting flight of Peach on which he/she holds a reservation for any reason provided for in items a through d of paragraph B of Article 12, Peach shall, at its option, make a refund according to the means of payment of the fare or provide Points for such unused Ticket and that amount shall be:

- a. if no portion of the trip has been made, the fare paid; or
- b. if a portion of the trip has been made, the higher of the following:
  - i. the amount equal to the fare, less the same rate of discount, if any, that was applied in computing the original fare, and charges applicable to the unused transportation from the point of termination of travel (or the point at which transportation was to be resumed in the absence of the termination) to the Destination or Stopover point indicated or recorded on the Ticket ; or
  - ii. the difference between the fare paid and the fare for the Carriage completed.

connecting flight of Peach on which he/she holds a reservation for any reason provided for in items a through d of paragraph B of Article 12, Peach shall, at its option, make a refund according to the means of payment of the fare or provide Points for such unused Ticket and that amount shall be:

- a. if no portion of the trip has been made, the fare paid; or
- b. if a portion of the trip has been made, the higher of the following:
  - i. the amount equal to the fare, less the same rate of discount, if any, that was applied in computing the original fare, and charges applicable to the unused transportation from the point of termination of travel (or the point at which transportation was to be resumed in the absence of the termination) to the Destination or Stopover point indicated or recorded on the Ticket ; or
  - ii. the difference between the fare paid and the fare for the Carriage completed.

**18 LIABILITY OF CARRIER**

**B. Limitation of Liability**

3. Where the Convention other than the Montreal Convention is applicable, the following shall apply.

- a. Peach agrees in accordance with Article 22 (1) of the Convention that, as to all International Carriage performed by Peach and as defined in the Convention:
  - i. Peach shall not apply the applicable limit of liability to each Passenger based on Article 22 (1) of the Convention

**18 LIABILITY OF CARRIER**

**B. Limitation of Liability**

3. Where the Convention other than the Montreal Convention is applicable, the following shall apply.

- a. Peach agrees in accordance with Article 22 (1) of the Convention that, as to all International Carriage performed by Peach and as defined in the Convention:
  - i. Peach shall not apply the applicable limit of liability to each Passenger based on Article 22 (1) of the Convention

in defence of any claim arising out of death of or, wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention. However, except as provided in item a. ii below, Peach will not waive any defence to such claim that is available under Article 20 (1) of the Convention or any other Applicable Laws, etc.; and

- ii. Peach shall not, with respect to any claim arising out of death of, or wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention, avail itself of any defence under Article 20 (1) of the Convention up to the sum of 128,821 SDR exclusive of the costs of the claim including attorney's fees which the court finds reasonable.
- b. Nothing herein shall affect the right of Peach with regard to any claim brought by, on behalf of, or in respect of any person who has wilfully caused Damage which resulted in death of, or wounding or other bodily injury to, a Passenger.

- 4. In the case of International Carriage except as prescribed in the preceding sub-paragraph 3, the following shall apply.
  - a. In the case of Carriage subject to the Montreal Convention, Peach's liability for Baggage shall be limited to 1,288 SDR for each Passenger.
  - b. Except as provided in the preceding item, Peach's liability shall be limited to 17 SDR (250 French Gold Francs) per kilogram in the case of International Carriage of Checked Baggage and 332 SDR (5,000 French Gold Francs) for each Passenger in the case of Carriage of Unchecked Baggage.

in defence of any claim arising out of death of or, wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention. However, except as provided in item a. ii below, Peach will not waive any defence to such claim that is available under Article 20 (1) of the Convention or any other Applicable Laws, etc.; and

- ii. Peach shall not, with respect to any claim arising out of death of, or wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention, avail itself of any defence under Article 20 (1) of the Convention up to the sum of 151,880 SDR exclusive of the costs of the claim including attorney's fees which the court finds reasonable.
- b. Nothing herein shall affect the right of Peach with regard to any claim brought by, on behalf of, or in respect of any person who has wilfully caused Damage which resulted in death of, or wounding or other bodily injury to, a Passenger.

- 4. In the case of International Carriage except as prescribed in the preceding sub-paragraph 3, the following shall apply.
  - a. In the case of Carriage subject to the Montreal Convention, Peach's liability for Baggage shall be limited to 1,519 SDR for each Passenger.
  - b. Except as provided in the preceding item, Peach's liability shall be limited to 17 SDR (250 French Gold Francs) per kilogram in the case of International Carriage of Checked Baggage and 332 SDR (5,000 French Gold Francs) for each Passenger in the case of Carriage of Unchecked Baggage.

<p>c. The limitation referred in items a and b of this sub-paragraph shall not apply if the Passenger declares a higher value in advance and pays excess value charges pursuant to paragraph H of Article 11. In that event, Peach's liability shall be limited to such higher declared value. In no case shall Peach's liability exceed the actual amount of Damage suffered by the Passenger. All claims shall be subject to proof by the Passenger of the amount of Damage.</p>	<p>c. The limitation referred in items a and b of this sub-paragraph shall not apply if the Passenger declares a higher value in advance and pays excess value charges pursuant to paragraph H of Article 11. In that event, Peach's liability shall be limited to such higher declared value. In no case shall Peach's liability exceed the actual amount of Damage suffered by the Passenger. All claims shall be subject to proof by the Passenger of the amount of Damage.</p>
<p><b>SUPPLEMENTARY PROVISIONS</b> 1 DATE OF EFFECTIVENESS This Conditions of Carriage shall come into effect as of <u>October 27, 2024</u>.</p>	<p><b>SUPPLEMENTARY PROVISIONS</b> 1 DATE OF EFFECTIVENESS This Conditions of Carriage shall come into effect as of <u>December 28, 2024</u>.</p>