

## 1: DEFINITIONS

**AirX:** Refers to Air X Charter Limited or Air X Limited, whichever entity is contracted in the Charter Confirmation to provide the Trip.

**Aircraft Category:** AirX offers various categories of aircraft and within an Aircraft Category, different equipment, passenger capacity and/or layouts on the same or different types of aircraft.

**Baggage:** includes all items brought onto the aircraft by Passengers. Specifically, and unless otherwise described, **Cabin Baggage** refers only to items brought into the cabin, and **Hold Baggage** refers to items stored in the externally accessible baggage compartment during flight. Passenger Baggage weight is limited for flight safety reasons and varies according to aircraft type.

**Booking:** refers to a Trip which has been confirmed by a Charter Confirmation.

**Business Day:** means a day (other than a Saturday or Sunday) on which banks are open for general business in United Kingdom and Malta.

**Cancellation Fee(s):** means an amount charged to the Contracting Party in case of cancellation of a Trip or Flight.

**Captain:** the AirX pilot in command of the Flight.

**Charter Confirmation:** the binding contractual agreement of the Trip typically issued by electronic mail. The services and prices communicated with the Charter Confirmation are considered as an addendum to the Terms and Conditions. The Charter Confirmation supersedes these Terms and Conditions where different as the Charter Confirmation may be customised for a particular Trip.

**Charter Fare:** the total price forming the basis of the Charter Confirmation and quoted therein.

**Contracting Party:** the entity or person with whom AirX has entered into a carriage contract.

**Contract Terms and Conditions:** the Terms and Conditions within this document as well as the Charter Confirmation.

**Damage to Aircraft:** any damage which results from action or inaction by a Passenger to an AirX aircraft; this typically includes stains, tears and abrasions to interior soft furnishings, chips or cracks to interior hard furnishings, damage to seat adjustment mechanisms due to force applied incorrectly, damage to electronic entertainment equipment, etc.

**Effective Hourly Rate:** the Charter Fare for the entire Trip divided by the total number of flight hours for the Trip excluding any Positioning Flight(s).

**Flight:** one takeoff and landing cycle with Passengers on board the aircraft.

**Flight Briefing:** trip details as sent to the Contracting Party prior to departure including information such as arrival and departure time, number of Passengers, catering as agreed, etc.

**Force Majeure:** is any event beyond the control of AirX which negatively impacts AirX's ability to provide the services in the Charter Confirmation. This includes war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, weather conditions or other force majeure of any nature, technical reasons, detention or similar measures, accidents with aircraft, or when the safety of the Passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the Captain or of AirX personnel.

**Home Base:** any airport which AirX may designate from time to time as a base from which its aircraft can reasonably expect to attract a Booking.

**Passenger(s):** every person carried or intended to be carried in an aircraft under the terms of the Charter Confirmation and with the approval of AirX.

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**Positioning Flight:** one takeoff and landing cycle as required to position the aircraft to the airport from which Passengers are scheduled to depart on a Flight.

**Prohibited or Dangerous Goods:** items which appear on the Prohibited or Dangerous Goods list in Appendix B.

**Sub-Charter:** when AirX is required for any reason to utilise another charter operator to perform a Trip.

**Stopover:** is an interruption of the flight at the request of, or due to the actions of a Passenger resulting in either an additional landing or a landing in a destination outside the terms of the Charter Confirmation.

**Trip:** is one or a series of Flights which together are included in the terms of the Charter Confirmation.

## **2: SCOPE**

### **General**

- 2.1.** These Terms and Conditions of carriage are the Terms and Conditions of carriage referred to in the Charter Confirmation. Subject to the provisions of paragraph 2.4 and 2.5, they only apply to carriage performed by AirX.
- 2.2.** The subject of the contractual agreement is the transport of Passengers and/or goods from the point of departure to the point of destination as stated in the confirmation. AirX reserves the right to utilize any empty capacity the aircraft may have, including any Positioning Flight before, during or after the period in which the aircraft is available to the Customer, without any compensation to the Customer. AirX is entitled to change the route, flight schedule, seating capacity and maximum takeoff weight if these are required under certain operational circumstances not caused by AirX. The decision to make any such changes remains solely with the Pilot in Command.
- 2.3.** If a Flight cannot be carried out by AirX and another airline is contracted as a result (Sub-Charter), the general Terms and Conditions of carriage, the general Terms and Conditions of business and the contract Terms and Conditions of the sub-chartered airline apply. AirX will give notice of the Sub-Charter in good time before departure and notify the contracting party of the contracted airline. The contracting party will be informed of any additional costs, if any. The Contracting Party is entitled to accept the additional costs, if any, or ask for a refund for the unutilised Effective Hourly Rate remaining in the Trip.

### **Opposing law**

- 2.4.** If any provision included in or referred to in these Terms and Conditions of carriage contradicts AirX fares or the laws of Malta or the European Union, these fares or laws take precedence. If any individual provisions are invalid under applicable law, the remaining provisions remain in force.

### **Opposing rules**

- 2.5.** Unless otherwise determined in these Terms and Conditions, they take precedence over other AirX rules governing the same matter.

### **Applicable Law**

- 2.6.** These terms are governed by and construed in accordance with the laws of Malta.

## **3: FARES, COSTS, TAXES, FEES, CHARGES AND CURRENCY**

### **Fares**

- 3.1.** The AirX Sales Department provides non-binding fare information at the request of the potential Contracting Party. This non-binding fare information does not count as a booking. At this point no guarantee is given for the performance of a requested flight.
- 3.2.** Once the Charter Confirmation has been signed, the fare is owed as calculated for carriage from the actual place of departure to the actual destination and shown in the Charter Confirmation. The fare may include surcharges.

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### Costs

- 3.3. Aircraft costs include but are not limited to crew, fuel, maintenance, air navigation and airport charges, General Aviation Terminal, in-flight catering if applicable per the Charter Confirmation, Passenger and cargo insurances and taxes, etc.
- 3.4. Additional costs can include Fuel and Insurance Surcharges, VIP-Terminal, de-icing of aircraft, ground transportation, airport extended hours charges, airport equipment usage, SATCOM services, special catering requests. Any other costs for specially requested items or services will be invoiced separately, including an administrative fee of 10% and reimbursed to AirX by the Customer.
- 3.5. The quotation is subject to industry and related fuel price fluctuations. If the fuel price increases more than 5% at the destination or the arrival airport between date of quotation and confirmation, AirX reserves the right to adjust the Charter Fare accordingly.
- 3.6. In the event that smoking is allowed on a Flight, additional costs for cabin cleaning will be charged to Customer if not agreed in advance in the Charter Confirmation.

### Taxes, fees and charges

- 3.7. All fees, taxes and other charges imposed by third parties with regard to passengers or their use of services are owed by the Contracting Party in addition to the fares. The Charter Confirmation provides information about these fees, taxes and other charges not included in the fare. Other surcharges may be payable due to extraordinary circumstances, e.g. for airports with limited capacity, night-time operations or special security regulations. These form part of the final price payable by the Contracting Party.

### Currency

- 3.8. All prices are in euros unless another currency is indicated by AirX. Invoices are payable in euros unless another currency is indicated by AirX.

## 4: BOOKINGS

- 4.1. The signature by an authorized employee of AirX on the Charter Confirmation shall constitute a binding offer by AirX to the Contracting Party. The acknowledgement of the Contracting Party by signature of the signed confirmation constitutes a contract of carriage between the Contracting Party and AirX. AirX explicitly reserves the right to execute the charter services. The Contracting Party acknowledges on behalf of its Passengers, and hereby warrants its authority to give such acknowledgement on their behalf, that no contract of carriage will exist between the individual Passengers and AirX, notwithstanding the issuance of a Passenger ticket by AirX.
- 4.2. In the case that a charter broker signs a contract "on behalf of" a Passenger who is the Contracting Party, the charter broker accepts responsibility to collect from the Contracting Party and submit to AirX, or to themselves pay any additional costs which may arise post the Charter Confirmation.
- 4.3. A Booking for a flight segment comprises the Booking and use of the entire aircraft from the chosen aircraft category. There is no entitlement to use a particular aircraft registration within an Aircraft Category. AirX reserves the right to change the aircraft within the Aircraft Category at short notice and also to change the aircraft type by way of an upgrade to a larger Aircraft Category.
- 4.4. After a Booking is contracted, AirX will send a Flight Briefing containing necessary travel details. This may depend on regulatory approval, for example, or on the availability of slots in a given airspace or at a given airport. In some cases, final confirmation can only be given shortly before departure. The flight will only be operated on condition that all the necessary authorisations have been obtained.
- 4.5. The Contracting Party is the only person who can rebook, amend (including changing the number of Passengers) or cancel a flight. The Contracting Party is the only person who can add or remove Passengers, subject to the seating capacity of the aircraft.
- 4.6. AirX reserves the right to collect a down payment upon issuance of the Charter Confirmation. Unless otherwise agreed upon in the Charter Confirmation, the Charter Fare shall be payable immediately upon issuance of the proforma invoice. If the proforma invoice is not paid at least 3 Business Days prior to commencement of the Trip, AirX may at its discretion cancel the trip with Cancellation Fee as per Appendix A. All flight-related costs and fees that are not included in the Charter Fare shall be due on presentation of the post Trip invoice by AirX. Both the proforma invoice and final invoice must be paid without set-off, deduction, withholding or counterclaim whatsoever.

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- 4.7. In the event that the Customer has not paid the full Charter Fare prior to commencement of the flight, AirX shall be entitled to withdraw from the contract and to charge a Cancellation Fee as per Appendix A.
- 4.8. At the request of the Contracting Party, AirX can provide additional services from third party suppliers relating to the Booking. AirX is not liable for the performance or quality of these services.

### **5: ACCEPTANCE OF PASSENGERS, BOARDING, CONDUCT ON BOARD, DAMAGES TO AIRCRAFT**

- 5.1. All Passengers must comply with all immigration, customs, or documentation requirements at each destination, such as possession of a passport, visa or other documents for themselves or their belongings, as necessary. AirX assume no responsibility for informing Passengers of said requirements nor, the consequences of non-compliance by any Passenger. Should there be changes or cancellation of a Flight, surcharges, fees, fines or similar due to non-compliance, the Customer will be required to pay for such costs.
- 5.2. Passengers must be at the airport and ready for boarding, no later than thirty minutes before the contractually agreed departure time of a Flight. Any consequences of late arrival by Passengers are the responsibility of the Contracting Party.
- 5.3. AirX is entitled to cancel the Trip if a Passenger does not appear on time for any reason, including lateness due to the delay of a commercial flight which a Passenger is using to arrive at the departure airport for an AirX flight. Cancellation Fees will apply as per Appendix A.
- 5.4. If the delayed arrival and boarding of Passengers causes the departure slot provided by the airport to be postponed or forfeited, AirX is entitled to pass on any additional costs to the Contracting Party. If such delay puts at risk or prevents any connecting Flights for other Contracting Parties and/or Passengers of AirX, AirX is entitled to cancel the Trip, with Cancellation Fees as per Appendix A.
- 5.5. The Captain shall at all times be entitled to take all necessary measures at his sole discretion including but not limited to whether or not the Flight is operated, how the Flight is operated, seating and Baggage placement and whether the behaviour or the physical or mental condition of a Passenger requires extraordinary action by AirX crew.
- 5.6. Passengers when on board the aircraft must obey all instructions given by AirX crew. Failure to do so may result in cancellation of a Flight which is not underway or diversion of a Flight in progress, with all associated costs borne by the Contracting Party.
- 5.7. Smoking may be permitted on board AirX aircraft with less than 19 seats but only in areas designated by the crew. In particular, the galley and rest rooms are off limits to smoking. All instructions from the crew regarding smoking must be followed by all Passengers.
- 5.8. Alcoholic drinks may be consumed on board. Passengers may also bring their own alcoholic drinks for consumption on board. The consumption of alcoholic drinks is forbidden in the airspace of certain countries and any instructions given by the crew in relation to alcohol consumption must be followed.
- 5.9. Passengers are required to be seated and wearing seatbelts during take-off and landing phases of a Flight. Instructions from AirX crew members must be followed in relation to seating and seatbelts.
- 5.10. Should any Passenger exhibit behaviour which is unacceptable in the sole view of the Captain, AirX may divert or refuse to carry out a Flight. Examples of such behaviour include but are not limited to: usage of illegal substances, belligerence, aggression, or sexual harassment of AirX crew.
- 5.11. Damage to Aircraft caused through negligence or purposeful behaviour as per the sole opinion of the Captain, will be the responsibility of the Contracting Party. AirX will invoice for any such Damage to Aircraft and will typically include photographic evidence of the damages caused where possible.

### **6: RESTRICTION AND/OR REFUSAL OF CARRIAGE**

- 6.1. AirX may refuse to carry a specific Passenger if AirX has notified the Contracting Party or the Passenger before the date of the Booking that AirX will no longer carry the specific Passenger on its Flights. AirX may also refuse to allow a Passenger onto a Flight if:
  - 6.1.1. the refusal is necessary for reasons of safety or security or to avoid a breach of regulatory or statutory conditions in the state in which the flight departs or lands or whose airspace is used; or
  - 6.1.2. doing so risks, in the sole opinion of the Captain, endangering the safety or health of the Passengers or crew; or

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- 6.13. any Passenger has refused to submit to a security check; or
- 6.14. the Contracting Party has not paid the contractually agreed fare shown in the Charter Confirmation; or
- 6.15. any Passenger is not in possession of valid travel documents; or
- 6.16. any Passenger exhibits behaviour which, in the sole opinion of the Captain, is unacceptable.

If AirX refuses to carry a Passenger for one of the aforementioned reasons, all claims to carriage and/or damages in lieu are ruled out and Cancellation Fees will apply as per Appendix A.

### Carriage of minors

- 6.2. Infants and children may be carried on an aircraft seat in a separate child's seat. The passenger must personally attach the child's seat to the aircraft seat with the available seatbelt. The child's seat must be suitable for use on board an aircraft. Otherwise AirX is entitled to refuse to carry the child's seat in the cabin. AirX is not liable for the consequences if the passenger attaches the child's seat incorrectly, if it is defective or if the instructions of the crew are not followed.
- 6.3. Damages caused by the child's seat in and to the aircraft and its interiors may be charged to the Contracting Party.
- 6.4. In the event that a minor is travelling without both parents, AirX must be informed of this well in advance of the Flight and will require a Parental Consent Form to be filled in ahead of the Flight. Should a minor arrive for a flight without both parents and without this form having been filled in, the cost of any resulting delays are the responsibility of the Contracting Party. In this situation the AirX crew may require the Passenger(s) to provide evidence of their right to carry the minor even if the airport authorities are satisfied and AirX will only carry the minor at its discretion. AirX is not liable if a minor is carried without the consent of its legal representative.

## 7: BAGGAGE

### Baggage allowances

- 7.1. Baggage allowances depend on the type of aircraft booked and are defined in the Charter Confirmation. If the passenger brings more than their baggage allowance, the crew may decide not to carry individual pieces of Baggage. Each individual piece of Baggage may not weigh more than 25 kg. AirX does not cover the cost of sending baggage by other means if this should be necessary. The total weight of all Baggage, which varies by aircraft type, may not exceed a given limit which is stated in the Charter Confirmation.
- 7.2. AirX may set limits for the quantity, weight, and dimensions of Cabin Baggage. In all cases the Cabin Baggage must fit in the cabin without blocking escape routes or emergency exits. If the Cabin Baggage does not meet these requirements it will be considered Hold Baggage.
- 7.3. Items which are not suitable for carriage in the externally accessible baggage compartment, e.g. sensitive musical instruments, are only accepted for carriage in the passenger cabin if announced to and approved by AirX in advance.
- 7.4. Passengers are obliged to take receipt of their Baggage as soon as it is provided for collection at the airport at their final or stopover destination.

### Prohibited or Dangerous Goods and Weapons

- 7.5. The Contracting Party acknowledges by signing the Charter Confirmation its responsibility to provide all Passenger(s) the list of the Prohibited Articles in advance of the Trip. The list of Prohibited Articles can be found in Appendix B.
- 7.6. No Passenger may take onto an AirX aircraft any Prohibited or Dangerous Goods (see Appendix B) without express prior permission from AirX. Such permission should be sought at the time of making a Booking but in any case well in advance of any Flight.
  - 7.6.1. If any Passenger has on their person or in their Baggage weapons of any kind, they must declare them in advance and hand over all such items to the responsible aircraft commander during the flight. These items will only be transported at the sole discretion of the Captain.
  - 7.6.2. Passengers whose duty requires carrying a service weapon, such as police officers, may do so with the proper documentation. AirX must be notified in advance and prior approval from AirX must be obtained. It is the responsibility of the Passenger wishing to carry such an item to be aware of and comply with all regulations and documentation requirements.

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- 7.63. Sporting and/or hunting weapons may be carried as Hold Baggage at the discretion of AirX and/or the Captain. They must be unloaded and fitted with a safety catch, which must be in operation. AirX must be notified in advance and prior approval from Air X must be obtained.
- 7.64. The Chartering Party is liable for all damages or consequences resulting from the disregard of these provisions by passengers.
- 7.65. Passengers intending to carry on their person or in their luggage any items that are classified as dangerous and are not listed among the prohibited articles must inform AirX in advance about the items they intend to carry.
- 7.7. AirX may refuse to carry Baggage if it is not properly packed in suitcases or similar containers to ensure that it is carried safely with the usual care taken in handling.
- 7.8. For safety reasons AirX or the airport or handling agent may require passengers to consent to an examination or scan of their person and their Baggage and to an x-ray scan of their baggage. If the passenger does not consent to the personal or Baggage examination, AirX may refuse to carry the Passenger and/or the Baggage.
- 7.9. The Chartering Party is responsible for all damages or consequences of any Passenger not following the provisions on Prohibited or Dangerous Goods and Weapons including any additional costs or delay and if the Flight is cancelled for this reason, cancellation charges as per Appendix A.

### Animals

- 7.10. Carriage of dogs, cats and other animals is subject to the approval of AirX and permission to bring them onto a Flight must be sought by the Contracting Party in advance of the Flight. The animals must be properly enclosed in travel containers and have valid health and vaccination certificates, import licences and any other import or transit documents required by the country concerned. As a rule, animals may not be released from their travel container during the flight. In individual cases this depends on the decision of the flight crew.
- 7.11. Accompanying animals (including the transport container) must fit in the cabin and must be secured throughout their stay on board. Escape routes and emergency exits may not be blocked.
- 7.12. The passenger is responsible for the safety, health and behaviour of the animal and is liable for compliance with all the import, export, health, and other regulations applicable for entry to or transit through the states concerned.
- 7.13. AirX will charge a cleaning fee when an animal is brought on board a Flight, even if the animal stays in a container for the duration of the Flight (this is due to the requirement to rid the aircraft cabin of any trace of the animal so that subsequent Passengers who may be allergic to animals are not affected). In addition, The Contracting Party is liable for any costs or damages caused by accompanying animals and indemnifies AirX against all liability related to the transport of the animal.

## 8: FLIGHT TIMETABLES, DELAYS, CANCELLATIONS, FORCE MAJEURE

- 8.1. In the case of unexpected/unforeseen restrictions or other issue which causes delay, AirX reserves the right to reschedule a Flight at short notice. In particular, AirX reserves the right to take off/land from/at the closest available alternative airport. AirX will notify the Contracting Party of all changes as soon as possible and coordinate handling options.
- 8.2. Air X reserves the further right to at any time postpone or redirect a Flight or provide the Customer with another similar aircraft in the event that the Flight cannot be performed with the offered/booked aircraft due to Force Majeure. For Flights on the A340 model aircraft, AirX is specifically allowed 48 hours from the scheduled departure time in order to conduct the Flight either on its own or a Sub-Charter aircraft. For flights on other AirX aircraft, AirX is specifically allowed 5 hours from the scheduled departure time in order to conduct the Flight either on its own or a Sub-Charter aircraft.
- 8.3. If force majeure prevents the operation of the Flight or landing at the destination, the Flight is deemed to have been performed on landing at the alternative airport. AirX is not liable for any damages the passenger may incur as a result.
- 8.4. If a Flight cannot be carried out because of Force Majeure or the crew determines before departure that the Flight cannot take place, AirX will not charge for the cancelled flight.

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## APPENDIX A: CANCELLATION FEES

### *Cancellation Policy for Heavy Jets (Legacy 600/650 & Challenger 850)*

1. AirX reserves the right to take a 10% non-refundable deposit upon issuance of a Charter Confirmation.
2. Cancellation until 48 hours before departure of the first sector: 10% of the Charter Fare (forfeiture of the deposit).
3. Cancellation between 48 – 24 hours before departure of the first sector: 20% of the Charter Fare.
4. Cancellation less than 24 hours before departure of the first sector: 40% of the Charter Fare.
5. On any cancellation, AirX may additionally charge:
  - a. Incurred costs + 10% administration fee for items prepaid such as permissions, non-cancellable catering, etc.
  - b. If any Positioning Flight has taken place, the cost for that flight will be charged at 75% of the Effective Hourly Rate of the Booking in addition to the cancellation charges stipulated above.
6. **For Trips consisting of 4 or more Flights**, AirX charges higher cancellation fees as the aircraft has been blocked in the schedule for longer.
  - a. Cancellation 24 hours before departure of the first sector: 35% of the Charter Fare.
  - b. Cancellation less than 24 hours before departure of the first sector: 50% of the Charter Fare.
  - c. If some Flights have been flown and the remainder of the contract is cancelled, unflown Flights will be charged at 75% of the Hourly Rate of the Booking.

### *Cancellation Policy for Lineage 1000 and Boeing 737*

1. AirX reserves the right to take a 10% non-refundable deposit upon issuance of a Charter Confirmation.
2. Cancellation until 8 days before departure of the first sector: 10% of the Charter Fare (forfeiture of the deposit).
3. Cancellation between 8 days 96 hours before departure of the first sector: 20% of the Charter Fare.
4. Cancellation between 96 hours and 48 hours before departure of the first sector: 30% of the Charter Fare.
5. Cancellation between 48 hours and 24 hours before departure of the first sector: 40% of the Charter Fare.
6. Cancellation less than 24 hours before departure of the first sector: 50% of the Charter Fare.
7. On any cancellation, AirX may additionally charge:
  - a. Incurred costs plus a 10% administration fee for items prepaid such as permissions, non-cancellable catering, etc.
  - b. If a Positioning Flight has taken place, the cost for that flight will be charged at 75% of the Effective Hourly Rate of the Booking in addition to the cancellation charges stipulated above.

### *Cancellation Policy for Airbus 340*

1. AirX reserves the right to take a 15% non-refundable deposit upon issuance of a Charter Confirmation.
2. Cancellation until 14 days before departure of the first sector: 15% of the Charter Fare (forfeiture of the deposit).
3. Cancellation between 14 days and 96 hours before departure of the first sector: 50% of the Charter Fare.
4. Cancellation less than 96 hours before departure of the first sector: 75% of the Charter Fare.
5. On any cancellation, AirX may additionally charge:
  - a. Incurred costs + 10% admin fee for items prepaid such as permissions, non-cancellable catering, etc.
  - b. If a positioning flight has taken place, the cost for that flight will be charged at 75% of the Hourly Rate of the Booking in addition to the cancellation charges stipulated above.

## APPENDIX B: PROHIBITED OR DANGEROUS GOODS

1. **Guns, firearms, and other devices that discharge projectiles** – devices capable or appearing capable of being used to cause serious injury by discharging a projectile, including:
  - a. Firearms of all types, such as pistols, revolvers, rifles, shotguns;
  - b. Toy guns, replicas, and imitation firearms capable of being mistaken for real weapons;
  - c. Component parts of firearms, excluding telescopic sights;



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- d. Compressed air and CO2 guns, such as starter pistols;
  - e. Bows, crossbows and arrows, harpoon guns and spear guns;
  - f. Slingshots and catapults.
2. **Stunning devices** – devices designed specifically to stun or immobilise, including:
- a. Devices for shocking such as stun guns, tasers and stun batons;
  - b. Animal stunners and animal killers;
  - c. Disabling and incapacitating chemicals, gases, and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays.
3. **Objects with a sharp point or sharp edge** – objects with a sharp point or sharp edge capable of being used to cause serious injury including:
- a. Items designed for chopping such as axes, hatchets and cleavers;
  - b. Ice axes and ice picks;
  - c. Razor blades and box cutters;
  - d. Knives with blades of more than 6cm or scissors with blades of more than 6cm as measured from the fulcrum;
  - e. Martial arts equipment with a sharp point or sharp edge;
  - f. Swords and sabres.
4. **Workmen's tools** – tools capable of being used either to cause serious injury or to threaten the safety of the aircraft, including:
- a. Crowbars;
  - b. Drills and drill bits, including cordless portable power drills;
  - c. Tools with a blade or a shaft of more than 6cm capable of use as a weapon, such as screwdrivers and chisels;
  - d. Saws, including cordless portable power saws;
  - e. Blowtorches;
  - f. Bolt guns and nail guns.
5. **Blunt instruments** – objects capable of being used to cause serious injury when used to hit, including:
- a. Baseball and softball bats;
  - b. Clubs and batons, such as billy clubs, blackjacks and night sticks, martial arts equipment.
6. **Explosives and incendiary substances and devices** – explosives and incendiary devices capable, or appearing capable, of being used to cause serious injury or pose a threat to the safety of the aircraft, including:
- a. Ammunition;
  - b. Blasting caps;
  - c. Detonators and fuses;
  - d. Replica or imitation explosive devices;
  - e. Mines, grenades, and other explosive military stores;
  - f. Fireworks and other pyrotechnics;
  - g. Smoke-generating cannisters and smoke generating cartridges, dynamite, gunpowder, and plastic explosives.