

Fare conditions transavia.com

(These conditions apply to all Transavia France S.A.S. flights)

May 2011

Type of fare:

Transavia Restricted Fare

Discounts:

- Child (2 to 11 years): no discount.
- Baby (0-1 year): pay fee € 15 per one way *
- Senior citizens (60+): no discount.

* A discount shall not apply if a child is two years of age or older on the date of the flight. If a child has his/her second birthday after the outgoing flight but before the return flight, this child must travel in his/her own seat.

Minimum/ Maximum stay restriction:

For Transavia flights no stay restrictions apply.

Making changes to your booking

It is possible for you to make the following changes:

- Date of travel
- Time of outward flight/return flight (on the same day or on another day)
- Place of departure
- Destination

A fee is payable for all changes made (see **Costs for changes** below). For making changes to your booking, the following terms and conditions apply:

If you booked via the internet

You can make changes to internet bookings up to 24 hours before the departure of your flight. You can make changes at the transavia.com call center (see opening times) up to 1 hour before the departure of your flight.

Please note: Do you wish to make changes to the booking of just one of the passengers in your party? Please contact the transavia.com call center in order to split your booking.

Name changes

Name changes can only be made via the transavia.com call center up to 1 hour before the original flight departure time upon the payment of a fee (see **Costs for changes below**). This relates to the following changes:

- A person other than the persons included in the original reservation wishes to travel. This sort of name change is only possible for an individually-booked single journey (a single outward journey and a single return journey, booked and paid for together, not regarded as two single journeys) or for the outward and return journey if the person wishes to take over both the outward and return journeys. It is therefore not possible to change the name of the traveller for just one part of the reservation (outward or return journey). Therefore, if you make use of either the outward or return journey yourself, you will not be able to pass the rest of the ticket on to another person;
- If there is a spelling error on the ticket, for example, but the traveller is still the same person.

Please note: A change to your flights is only possible if the flight you wish to change to is actually available at that precise time. transavia.com flights are added to the systems each season.

Costs for changes

For changes to your reservation, the following charges apply:

- For changes made via the internet, a special internet rate of 35 euros per single journey per person shall apply;
- For changes via the transavia.com call centre, the normal rate of 40 euros per single journey per person shall apply.
- If the tariff payable at the time you make changes to your reservation is higher than the tariff paid by you initially, you must also pay the difference between the two tariffs. This does not apply if a passenger name is changed and the same passenger still intends to travel on the booked flight. You will not receive any money back, however, if the new tariff is lower than the original tariff.

Cancellations

Cancellations can only be made over the phone through the transavia.com call centre. Cancellation costs amount to 100% of the total booking fee. No refund is given therefore, with the exception of the taxes imposed by the airport or authorities, which can be refunded at your request. By these taxes, we mean all the taxes and surcharges (as stipulated on the booking fees) apart from the fuel surcharge. The request for a refund of these taxes must be submitted within three months after the booked travel date. This request can be submitted by completing the [online form](#) or by sending a written request to transavia.com Attn: Service Clients (tax refund) Transavia France, Team Trackers, 94204 Ivry sur Seine Cedex, Fax: +420 296 341 635, stating reservation number, passenger names and travel dates. Only if you have given us this information we can process your request. Requests for refund are subject to a charge of € 30 administration costs per cancelled booking. For further information, contact the transavia.com call centre.

Special Requests

If you wish to bring special luggage (pets, bicycles, golf equipment etc) you can inform us of this when booking your flight or via my transavia.com up to 2 hours before departure (if you have not checked in yet).

If you need special assistance (wheelchair, oxygen support etc) due to limited mobility we advise you to inform us of this at least 72 hours before departure with transavia.com via my transavia.com or by contacting the call centre. If you inform us of your request less than 48 hours before departure we cannot guarantee our ability to meet your request. The maximum height of your wheelchair cannot exceed 86 cm. We would also kindly ask you to check in on time (2.5 hours before departure) so that we can prepare the wheelchair for your journey.

Special offer and/or promotional fares

transavia.com regularly offers specific special offer and/or promotional fares on scheduled flights to various

transavia.com destinations. The conditions that apply to these special offers and promotions may differ from the fare conditions that normally apply to transavia.com services (see above). If this is the case the different conditions that apply to the special offer or promotion in question will be noted on the website.

Children travelling alone

The following rules apply to children traveling unaccompanied (unaccompanied: children accompanied by someone of 16 years of age or older):

- Children under the age of 4 will not be accepted on board traveling unaccompanied.
- Children aged 5 to 11 are allowed to travel unaccompanied. The staff of the transavia call centre must be notified that the child will be traveling unaccompanied. transavia.com will make arrangements for the child to be escorted to and from the aircraft. The purser on duty will look after the unaccompanied child during the flight and on arrival the purser will hand the child over to the transavia.com handler at the final destination. There must be someone of 16 years of age or older to collect the child at the final destination. Otherwise the child has to go back on the return flight. The person who has come to collect the child must report to the transavia.com handler at the airport in question. The cost of this service is €50.00 per child per one way.
- Children aged from 12 to 16 are allowed to travel unaccompanied and will not be escorted by transavia.com personnel, unless this service was requested.

Passengers accompanying children under the age of 12 must be 16 years of age or older themselves.

Checked Luggage

A fee will be charged for all checked luggage. When booking your flight you must indicate the number of items of luggage you will bring and the total weight of the luggage. A maximum amount of 5 pieces of luggage per passenger is allowed and the maximum weight of the luggage (not including special luggage) per passenger is 50 kg. For the transportation of special luggage (such as bicycles, surfboards, wheelchairs and pets), special conditions which are available on the transavia.com website apply. If you wish to bring special luggage you need to explicitly inform us of this when booking your flight.

Conditions applying to seat reservations

It is possible to reserve a specific seat previous to the departure of most transavia.com flights. A number of conditions apply in connection with operational and safety regulations.

The reservation of a seat can **not** be made for:

- passengers who cannot walk very far if at all (e.g. passengers in wheelchairs)
- passengers who require extra oxygen aboard the aircraft
- passengers travelling with a pet in the cabin
- unaccompanied minors (ages 5 to 11)

The reservation of a seat next to an emergency exit can **not** be made for:

- passengers for whom a seat reservation cannot be made due to the reasons listed above
- passengers travelling with babies or children (ages 0 through 11)
- corpulent passengers
- blind and deaf passengers
- pregnant women
- passengers who cannot communicate in either Dutch or English (in connection with the explanation of safety instructions)
- passengers with health problems
- unaccompanied minors (ages 12 through 15)
- passengers with a fear of flying
- mentally handicapped passengers

If transavia.com staff at the check-in counter or aboard the aircraft must assign you another seat for, among others, safety reasons (other than the reasons related to safety that are listed above), you are entitled to a refund of the costs for reserving your seat if it is not possible to reassign you to a seat of equal or better quality. 'Equal quality' means:

- if you reserved a seat with extra legroom: a seat next to the emergency exit or in row 1
- if you reserved a seat with standard legroom: any other seat up to 6 rows in front of or behind the seat you reserved

You will **not** be entitled to a refund if:

- you make no use of your seat reservation through no fault but your own (this could include, but would not be limited to, checking in too late or not having valid travel documents)
- you are not allowed to make use of your seat reservation because you do not meet the conditions for making a seat reservation (this could include, but would not be limited to, being an unaccompanied minor or not being able to walk very far if at all)
- you have changed or cancelled your flight yourself

A request for a refund can be submitted in writing to transavia.com and should be accompanied by the following documents:

- the e-mail containing the booking confirmation of your flight on which your seat reservation is also indicated
- the refund form you received from the cabin staff stating the reassigned seat numbers

Passengers with reduced mobility

1. Prior to the commencement of the flight

The carrying of passengers traveling with a wheelchair or in need of special assistance is subject to certain restrictions. Passengers wishing to travel with a wheelchair or in need of special assistance must notify the transavia.com call center when booking or at least 48 hours prior to the original time of departure of the outbound flight. Please specify whether you can walk unaided, whether or not you are able to manage stairs or that you are unable to walk. The appropriate form of assistance will be arranged based upon this information. Passengers who require assistance are requested to check in early in order to allow sufficient time to arrange a wheelchair. If you are traveling with a wheelchair with a wet battery or a scootmobile, please contact the transavia call centre for our conditions.

2. Service on board

transavia.com flight attendants are not authorised to assist passengers with eating or personal hygiene. The same applies to lifting or carrying passengers and administering medicines or injections. If you need this kind of assistance, you will need to travel with a personal escort who can assist you during the flight. A personal escort pays the normal fare. There are no wheelchairs available on board in which you can move around during the flight.

Pets

A new EU regulation imposes more stringent conditions that apply to the transport of pets (cats and dogs) between EU Member States or into the EU from outside the EU.

These pets must

- a) have a passport for household pets. This passport must provide information about anti-rabies vaccinations and other information about the health of the animal in question, and
- b) have a clearly legible tattoo or an electronic identification system (transponder).

Your veterinary will be able to provide you with further information. Your veterinary issues passports and can provide a tattoo or a transponder.

If you are unable to present a passport for your domestic pet or if your pet does not have a tattoo or an electronic identification system, we will have no choice but to refuse to accept your pet on the flight. Should this be the case, transavia.com is not liable for any costs incurred by the passenger as a result.

transavia.com only carries cats and dogs that are at least three months old. Pets are not accepted on intercontinental flights. Contact the transavia call centre and ask for the conditions of carriage of pets.

Cancellation of flights

Transavia reserves the right to cancel Transavia flights up to 2 weeks prior to the date of departure. In this case Transavia will refund the cost of the ticket. If a flight is cancelled less than 2 weeks prior to departure Transavia will make arrangements to provide alternative transport (with available Transavia flight).

If a flight is cancelled on account of force majeure (see article X of the General terms and conditions of transport), upon being requested to do so by the passenger Transavia will refund the cost of the ticket. The passenger is then not entitled to alternative means of transport.

Delay

In the case of delay due to force majeure the passenger is not entitled to alternative means of transport. In this case the passenger is entitled to a refund of the non-used part of the ticket, if the delay of the flight takes more than 5 hours.

Changes in timetable and/or flight schedule

transavia.com reserves the right to carry out a change to the timetable and/or flight schedule. We will make an effort to operate your flight according to the timetable and/or flight schedule which is in force at the day of your flight.

Performance by partners

transavia.com reserves the right – after prior notice - to transfer the contract of carriage to one of its partners within the KLM/Air France group. In this case, that partner will be responsible for the operation of the flight, and its conditions of carriage will apply.

performance of flights

Your flight will be operated by transavia.com, unless stated otherwise.

General Conditions of Carriage

The General Conditions of Carriage of Transavia France S.A.S. apply to the transport of all passengers and baggage by transavia.com, with the exception of those instances stated above in which the (fare) conditions do not explicitly apply.

These conditions have been drawn up in French and a number of other languages. In the event of inconsistencies, the French version takes precedence.

Changes

transavia.com may change its conditions from time to time. These changes enter into effect for you as a passenger on the date specified when the change is announced. So we recommend that you check the conditions periodically.

General Conditions of Carriage

Dear passenger,

These General Conditions of Carriage of Transavia France S.A.S. ("transavia.com") apply to all carriage of passengers and baggage, performed by or on the instructions of transavia.com, except where the higher-ranking (Tariff) Regulations expressly provide otherwise. Reference is made to these General Conditions of Carriage in documents such as the relevant ticket and/or the booking confirmation.

These General Conditions of Carriage can be viewed on the transavia.com website and free copies are available upon request.

Although the contents of these General Conditions of Carriage are important in their entirety, we would like to draw your special attention to Articles VII, VIII, IX, XI and XIV.

These conditions have been drawn up in French and in various other languages. In the event of conflict between the French version and the other versions, the French version will prevail.

Changes

transavia.com may change its conditions from time to time. These changes enter into effect for you as a passenger on the date specified when the change is announced. We therefore recommend that you check the conditions periodically.

We wish you pleasant flights with transavia.com.

TRANSAVIA AIRLINES S.A.S.

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Article I. **Definitions**

Agent

means both agent and sub-contractor.

Airline designator code

means the two-letter or three-letter code identifying a particular air carrier.

Authorised Agent

means a representative who has been appointed by Carrier to represent Carrier in the sale of air Passenger transportation over the service of the Carrier and, when authorised, over the services of other air Carriers.

Baggage

means both Checked Baggage and Unchecked Baggage, unless otherwise specified.

Baggage Identification Tag

means a document issued by Carrier which is attached by Carrier to a particular article of Checked Baggage for identification of such Baggage.

Booking Confirmation

means a confirmation or any other documentary evidence that the booking was accepted and registered by Carrier, stating the Passenger's name, flight details and notices.

Carriage

means Carriage of Passengers and/or Baggage by air, gratuitously or for reward, including related transportation services.

Carrier

includes transavia.com and the air carrier, other than transavia.com, issuing the Ticket and all air carriers that carry or undertake to carry the Passenger and/or his/her Baggage thereunder or undertake to perform any other services related to such Carriage, whichever is applicable pursuant to the context of the provisions of these General Conditions of Carriage.

Charter Carriage

means carriage by an "actual Carrier" who, by virtue of a charter agreement with the "contracting Carrier" (charterer or tour operator), performs the whole or part of the Carriage. The contracting Carrier is the (legal) entity which, as the other party, concludes the contract of carriage with the Passenger.

Charter Ticket

means a Ticket issued pursuant to a charter agreement.

Checked Baggage

means baggage of which Carrier takes sole custody and for which Carrier has issued a Baggage Identification Tag.

Check-In Deadline

means the latest time set – by the Carrier - for each flight by which the Passengers must have completed their check-in formalities, including Baggage check-in where applicable.

Conditions of Contract

means those statements contained in, or delivered with, the Ticket which include a reference to notices and/or these General Conditions of Carriage.

Convention

means whichever of the following instruments is applicable to the contract of carriage:

- a. the Convention for the unification of certain rules relating to international carriage by air, signed at Warsaw on 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- b. the Warsaw Convention as amended by the Hague Protocol on 28 September 1955;
- c. the Convention Supplementary to the Warsaw Convention, for the unification of certain rules relating to international carriage by air performed by a person other than the contracting carrier, Guadalajara 1961;
- d. the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999 (Montreal Convention);
- e. the Warsaw Convention as amended by Montreal Protocols 1, 2 and 4 (1975).

Country of Departure

means the country where the Place of Departure as herein defined is situated.

Coupon

a Coupon may be part of the Ticket and states the name of the Passenger travelling on the flight concerned (shown on the Coupon).

Damage

means Damage of any nature whatsoever arising out of or in connection with Carriage or other related services provided by Carrier, including death, injury and Damage due to delay or partial loss.

Days

mean calendar days, provided that, for the purposes of notification, the day upon which the notice is dispatched shall not be counted, and that for purposes of determining duration of validity the day upon which the Ticket is issued, or the flight commenced, shall not be counted.

Denied Boarding

means a refusal to carry a Passenger on a Carrier flight although this passenger (1) has a Booking Confirmation for that flight, (2) holds a valid Ticket and (3) has presented himself/herself for check-in at the check-in desk before the latest check-in time as specified by Carrier, or any other such time indicated to the Passenger in advance by Carrier or by its Agent or the contracting Carrier, or if no time is indicated, not later than 45 minutes before the published departure time, except where there are reasonable grounds to deny the Passenger boarding such as Force Majeure, reasons of health, safety or security, or inadequate travel documentation.

Denied Boarding Compensation or DBC

means compensation offered to the Passenger in accordance with the provisions of Article XVIII of these General Conditions of Carriage.

European Community

where Articles IX, X and XVIII of these General Conditions of Carriage refer to the European Community, such reference shall also include any countries which are not part of the European Community but in which EU Regulation 261/2004 applies, either directly or indirectly, pursuant to arrangements between those countries and the European Community.

Force Majeure

means any circumstances beyond the control of Carrier that could not have been prevented despite all reasonable measures being taken, as a result of which the Passenger can no longer reasonably demand performance of the agreement by Carrier. This includes cases of political instability (wars, riots, airport closure, embargoes, seizure, hostilities, unsettled international conditions, government regulations), meteorological conditions incompatible with the operation of the flight concerned (floods, earthquakes, hurricanes, thick fog, severe storms, snow or black ice on runway), security risks (terrorist attacks, bomb alert, hijacking, requisitioning of aircraft or seats on the flight by government order, fire or explosions, sabotage), unexpected flight safety shortcomings (e.g. mechanical failure, defective or non-functioning airport facilities such as defective navigation systems, de-icing station, congested x-ray screening check points, breakdown in airport information systems), unexpected diversions as a consequence of illness/childbirth on board and/or unruly Passenger(s), epidemics, strikes that affect the operation of Carrier, an air traffic management decision in relation to a particular aircraft on a particular day that gives rise to a long delay or the cancellation of one or more flights by that aircraft.

Gross Negligence (bewuste roekeloosheid)

means any act or omission done recklessly in the knowledge that damage would probably result.

Normal Fare

means the all-in Carriage price, consisting of the price of the Ticket including taxes and charges.

Passenger

means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

Passenger with reduced mobility

means any person whose mobility in using Carriage is limited as a result of a physical disability, a learning disorder, age or any other cause of disability, and whose situation requires them to receive appropriate attention and an adjusted form of the services provided to all Passengers.

Place of Departure

means the first point of departure as shown on the Ticket.

Place of Destination

means the final destination as shown on the Ticket.

Reservation

means the allotment in advance of seating or sleeping accommodation for a Passenger or of space or weight capacity for baggage.

Special Declaration of Interest

means the declaration issued by the Passenger on payment of a supplement when handing over the Baggage to be checked in to the Carrier, indicating a value in excess of the liability limit under the Convention.

Special Drawing Right or SDR

means a unit of account established by the International Monetary Fund.

Special Fare

means any fare which is not a Normal Fare.

Tariff Regulations

means the regulations and conditions applicable to a fare as determined by Carrier.

Ticket

a Ticket is a valid document entitling its holder to Carriage or an equivalent document, such as the electronic Ticket or the Booking Confirmation, in each case issued by or on behalf of Carrier and subject to the General Conditions of Carriage.

transavia.com

means Transavia France S.A.S.

Unchecked Baggage

means any baggage of the Passenger other than Checked Baggage, including personal possessions.

Article II. **Applicability**

1. General

- a. These General Conditions of Carriage are the conditions of carriage of transavia.com referred to in – amongst others – the Ticket. The General Conditions of Carriage apply to all Carriage of Passengers and Baggage, performed by Carrier for reward. Unless otherwise agreed they also apply to gratuitous Carriage or Carriage against a reduced fare. These General Conditions of Carriage take precedence over the “Conditions of Contract” in the Ticket. Carriage against special fares may also be subject to special conditions and/or Tariff Regulations, which in case of contradiction shall take precedence over these General Conditions of Carriage.
- b. The General Conditions of Carriage shall apply to Passengers travelling on a flight or a specified flight sector, pursuant to a Ticket on which transavia.com is designated as the Carrier for such flight or specified flight sector. Designation of transavia.com as the Carrier for such flight or specified flight sector constitutes prima facie evidence of the contract of carriage for that flight or specified flight sector between Carrier and the person named as the Passenger on the Ticket.
- c. These General Conditions of Carriage have been drawn up in French and in various other languages. In the event of conflict between the French version and one of the other versions, the French version shall prevail.

2. Mandatory law

Carriage to which these General Conditions of Carriage apply is governed by French law. Where it is established in law that any provision or part thereof contained herein is contrary to any statutory provision of a mandatory nature, including a provision contained in the Convention or in any other treaties, applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision or the relevant part thereof shall be regarded as not agreed, on the understanding that the other provisions of these General Conditions of Carriage shall remain in full force.

3. Effective rules

All Carriage shall be subject to Carrier’s General Conditions of Carriage and Carrier’s Tariff Regulations in effect on the date of commencement of Carriage as stated in the Ticket. Carrier may change these conditions from time to time. These changes enter into effect for you as a Passenger on the date specified when the change is announced. We therefore recommend that you check the conditions periodically.

Article III. **Tickets**

1. Ticket as evidence of contract

The Ticket constitutes evidence of the contract of carriage between Carrier and the Passenger named on the Ticket.

2. Requirements for valid Ticket

A Ticket will not be issued until the applicable fare has been paid or until credit arrangements established by Carrier have been complied with. A ticket that has been mutilated or altered by a person other than Carrier or its Authorised Agent shall not be valid for Carriage. Passengers must be able to prove their identity and shall only be carried on a flight if a valid Ticket has been issued in their name. Where applicable, Passengers must be able to state their Booking Confirmation number.

3. Ticket not transferable

A Ticket is not transferable. Carrier shall only carry the person of whom it may assume in good faith that this is the person whose name is stated on the Ticket. Carrier shall not be liable to the person so entitled, if in good faith it provides Carriage or makes a refund to the person presenting the Ticket. Carrier reserves the right to request a Passenger to identify himself/herself with valid identification.

4. Period of validity

A ticket issued entitles its holder to Carriage on the date of the flight, unless agreed otherwise.

5. Abbreviations

Carrier’s name may be abbreviated in the Ticket.

Article IV. **Fares, levies, taxes and charges**

1. General

Fares apply only to the Carriage from the airport of the Place of Departure to the airport of the Place of Destination. Fares do not normally include transportation service between airports and between airports and check-in desks/terminals elsewhere. Carrier may however, at its discretion, provide such transportation without additional charge.

2. Applicable fares

Applicable fares are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier’s Tariff Regulations applicable on the date on which the Ticket is issued for the flight or flights indicated in the Ticket from the Place of Departure to the Place of Destination. Changes in itinerary or travel date may affect the applicable fare.

3. Levies, taxes and charges

Carrier reserves the right to pass on any unforeseen levies, taxes or charges imposed by the government or by municipal or other authorities, or by the airport or by Carrier, to the Passenger as a separate charge or – once the Ticket has been purchased – as an additional levy.

4. Currency

To the extent the applicable law permits, fares and charges are payable in any currency acceptable to Carrier. If payment is made in a currency other than the currency in which the fare is published in the country of payment, the exchange rate for such payment will be the buying rate of the bank, used by Carrier in this respect on the day the Ticket is issued.

Article V. **Reservations**

1. Reservation requirements

- a. Reservations are not confirmed until recorded as accepted in the reservation system of Carrier or its Authorised Agent.
- b. Special fares may have conditions which limit or exclude the Passenger's right to change or cancel Reservations.

2. Ticketing time limits

If a Passenger has not paid for his/her Ticket within the time limit specified by Carrier or its Authorised Agent, Carrier shall be entitled to cancel the Reservation without notice.

3. Personal data

To the extent permitted by applicable law, the Passenger authorises Carrier to retain any personal data which has been provided to Carrier or its Authorised Agent for the purposes of making a Reservation for Carriage, for obtaining ancillary services, for operating baggage fraud detection systems and ticket fraud prevention/detection systems, for facilitating immigration and entry requirements, and for making such data available to government authorities authorised to require such data. Carrier is further authorised to transmit such data for said purposes to its own offices, its Authorised Agents, other Carriers, the providers of ancillary services or government authorities, in whatever country they may be located, or Carrier's sub-contractors. Carrier applies a privacy policy with regard to personal data protection and processing. The privacy policy can be viewed on Carrier's website (www.transavia.com).

4. Seating

Carrier shall do everything in its power to comply with a request made earlier for a particular seat, but cannot guarantee the allocation of a given seat despite any confirmation of the reserved seat. Carrier reserves the right to deviate from the allocation of a reserved seat if this is necessary for operational, safety or security reasons, even after Passengers have already boarded the aircraft.

Article VI. **Check-in**

1. Check-In Deadline

Check-In Deadlines are specific to the airport concerned. The Passenger is responsible for observing the applicable Check-In Deadline. Passengers must present themselves in good time for their flight at Carrier's check-in desk in order to complete all the formalities which must be completed in any case before the Check-In Deadline indicated by Carrier. If the Passenger does not respect Carrier's Check-In Deadline, Carrier shall have the right to cancel the Passenger's Reservation and seat.

2. Gate

Passengers must present themselves at the gate of their flight before the indicated boarding time. If the Passenger fails to report to the gate in time, Carrier shall have the right to cancel the Passenger's Reservation and seat without delaying the flight.

3. Liability

If the Passenger fails to comply with the provisions of this article, Carrier shall not be liable for any loss, Damage or costs of the Passenger resulting from such failure.

Article VII. **Refusal of and limitation on Carriage**

1. Right to refuse Carriage

Carrier may refuse Carriage of Passenger and his or her Baggage or further Carriage for reasons of safety and/or order or if, in the exercise of its reasonable discretion, Carrier determines that such action is necessary:

- a. because the conduct, age or mental or physical state of the Passenger is, or reasonably seems to be, such as to:
 - (i) require special assistance which Carrier cannot provide;
 - (ii) cause discomfort or make himself/herself objectionable to other Passengers; or
 - (iii) possibly result in hazard or risk to himself/herself or to other persons or to property;
- b. because the Passenger has failed to observe the reasonable instructions of Carrier, given in order to ensure safe, efficient and comfortable Carriage for all Passengers or to enable Carrier otherwise to comply with its obligations towards other Passengers;
- c. because the Passenger has expressed himself/herself in such a way or displayed such behaviour that doubt exists with respect to the safe Carriage of such person, other Passengers and crew as well as the safety of the aircraft. Such expression and/or behaviour includes the use of threatening, abusive or insulting language and/or behaviour towards ground staff and/or crew;
- d. because the Passenger has refused to submit either himself/herself or his/her Baggage to a security check by Carrier or by any airport or government official, including – but not limited to – the checks referred to in Article VIII(3) and Article XIII, or the passenger has refused to present his/her identity document;
- e. because the applicable fare or any charges, taxes, costs or levies payable have not been paid, or credit arrangements agreed between Carrier and the Passenger have not been complied with;

- f. because any customs and/or immigration authority or any other airport or government authority has informed Carrier orally or in writing that the Passenger is not allowed to travel. This includes the situation in which the Passenger has received a negative travel advice from any of the aforesaid authorities;
- g. because, in Carrier's reasonable opinion, this is necessary in order to comply with applicable laws, regulations or instructions of a state or country to be flown from, to or over;
- h. because the Passenger;
 - (i) does not appear to be properly documented;
 - (ii) intends or may seek to enter a country for which he/she does not have a valid entry document;
 - (iii) destroyed his/her travel documents during the flight;
 - (iv) prevented Carrier from making and retaining copies of the travel documents;
 - (v) holds expired or incomplete travel documents;
 - (vi) holds travel documents which appear to be fraudulent or otherwise suspicious; or
- i. because the Ticket presented by the Passenger:
 - (i) turns out to be invalid;
 - (ii) appears to have been acquired unlawfully or to have been purchased from an entity other than Carrier or its Authorised Agent;
 - (iii) has been reported lost, stolen, fraudulent or otherwise obtained in a suspicious and/or unlawful manner;
 - (iv) appears to be a counterfeit Ticket;
 - (v) contains Coupons which appear to have been altered by someone other than Carrier or its Authorised Agent, or have been mutilated; or
- j. the person presenting the Ticket cannot prove that he/she is the person named in the "NAME OF PASSENGER" box, in which cases Carrier reserves the right to retain such Ticket;
- k. because the Passenger posed a threat to order, safety and/or discipline before the flight;
- l. because the Passenger committed one of the acts or omissions referred to in this article during an earlier flight;
- m. because Carrier previously notified the Passenger in writing that Carrier would no longer carry him/her on its flights;
- n. because the Passenger is or appears to be in the possession of illegal drugs.

2. No entitlement to refund

The Passenger refused Carriage or removed en route for any reasons specified in Paragraph 1 of this article, is not entitled to a refund.

3. Medical conditions and unaccompanied children

Carriage of unaccompanied children, persons with reduced mobility, pregnant women, sick Passengers and other Passengers requiring special assistance shall only be performed subject to Carrier's prior consent. Carrier reserves the right to require a medical certificate with regard to particular medical conditions. Further information can be found on Carrier's website (www.transavia.com).

Article VIII. Baggage

1. Items unacceptable as Baggage

- a. The Passenger shall not include in his/her Baggage:
 - (i) articles, liquids or other substances (other than alcoholic beverages and non-radioactive medicinal or toilet articles, including aerosols) which may pose a risk to health, safety or property when transported by air, including (but not limited to) explosives, compressed gasses, corrosives, oxidising materials, radioactive materials, magnets, materials that are easily ignited, poisonous, perishable or irritating substances, and any further items specified in the Technical Instructions for the Safe Transport of Dangerous Goods by Air of the International Civil Aviation Organization (ICAO) and the Dangerous Goods Regulations of the International Air Transport Association (IATA) (further information on this subject is available from Carrier on request);
 - (ii) items, the Carriage of which is prohibited under the legislation, regulations or requirements of any state to be flown from, to or over;
 - (iii) articles which in the opinion of Carrier are unsuitable for carriage by reason of their character, weight, size, shape or smell;
 - (iv) live animals, except as provided for in Paragraph 10 of this article.
- b. Weapons, knives, stabbing instruments and aerosols that may be used as offensive or defensive weapons, or firearms, ammunition and other weapons such as antique weapons, swords, replica weapons and similar items shall not be accepted for Carriage, unless carried as cargo or Checked Baggage and provided Carrier's prior approval has been obtained.
- c. Conditions of carriage
If any items referred to in Subparagraphs a and b of this paragraph are carried, whether or not they are prohibited from Carriage as Baggage, the Carriage thereof shall nevertheless be subject to the charges, limitations of liability and other provisions of these General Conditions of Carriage applicable to the Carriage of Baggage.

2. Right to refuse Baggage

- a. Carrier may refuse Carriage as Baggage of any item specified in Paragraph 1 of this article and may refuse further Carriage of any Baggage on discovering that it consists of or includes any such item. Carrier has no obligation to take refused Baggage and/or articles into custody. If Baggage and/or articles are taken in custody other than as Checked Baggage, Carrier does not accept any liability therefor, except in case of wilful misconduct or Gross Negligence on Carrier's part.
- b. Carrier may refuse to carry Baggage which it reasonably considers to have been inadequately packed or which – in Carrier's opinion – has been placed in unsuitable containers.
- c. Carrier may refuse to carry Baggage if the Passenger has not paid the amount on the booking confirmation or the surcharge for excess Baggage.

3. Right to search Baggage

Carrier may request the Passenger to permit a search, x-ray, manual scan or other type of scan to be made of his/her person and/or his/her Baggage, and may search or have searched the Passenger's Baggage in the latter's absence if the Passenger is not available, for the purpose of determining whether or not he/she is in possession of or whether his Baggage contains any item named in Paragraph 1 of this article. Carrier also has the right to search the Baggage for Baggage tracing purposes or for reasons of safety and security, and in order to ensure that provisions in respect of Baggage are complied with. If the Passenger is unwilling to comply with such request, Carrier may refuse to carry the Passenger or Baggage. In the event an x-ray, manual scan or other type of scan causes Damage to the Passenger and/or his/her Baggage, Carrier does not accept any liability therefore, except in case of wilful misconduct or Gross Negligence on Carrier's part.

4. Checked Baggage

- a. Upon delivery to Carrier of Baggage to be checked, Carrier shall take custody thereof. Carrier shall thereupon issue a Baggage Identification Tag for each piece of Checked Baggage.
- b. Carrier may refuse to accept Baggage as Checked Baggage unless it is properly packed in locked suitcases or other suitable containers to ensure safe Carriage with ordinary care in handling. Carrier has no obligation to take custody of refused Baggage and/or articles. If Carrier takes custody of items and/or articles other than Baggage, Carrier does not accept any liability therefor.
- c. The Passenger shall not include in Checked Baggage fragile or perishable items, money, keys, jewellery, electronic and/or telecommunication equipment or applications, (precious) metals, negotiable instruments, business documents, samples, securities, valuable items, medications, medical documents, passports and other identification documents, computers, optical equipment or cameras, and works of art.
- d. Prior to acceptance of Baggage, the Passenger shall affix exterior identification to the Baggage showing his/her family name and initials. If the Passenger is not willing to do so, Carrier may refuse Carriage of the Passenger and Baggage.
- e. Carrier undertakes to use reasonable efforts to carry Checked Baggage on the same aircraft as the Passenger. Checked Baggage not so carried will subsequently be delivered to the Passenger as soon as reasonably possible unless applicable law and/or customs and/or airport authorities require the Passenger to collect the Baggage concerned from the (customs) authorities themselves.
- f. Carrier is not liable for scratches, dents and other minor damage to suitcases or other luggage or Damage to handles, wheels and belts and other protruding parts of suitcases or luggage, or Damage due to the decay of the contents of the Baggage, unless Carrier has caused such damage by its Gross Negligence or wilful misconduct.

5. Maximum amount of luggage

- a. The maximum amount of luggage per passenger is indicated on the Ticket and/or booking confirmation and needs to be respected at all times. More information is available on the website (www.transavia.com) or via the call centre of your travel agent.
- b. The transportation of special luggage such as bicycles, surfboards, wheelchairs and pets can be restricted. A special tariff can apply. More information is available on the website (www.transavia.com) or via the call centre of your travel agent.

6. Declaration of higher value and charge

- a. Checked Baggage will be considered to be accepted without declaration of a higher value. However, Passengers can increase the limit of liability for loss, damage or delay of Baggage by filling in a "Special Declaration of Interest" stating a higher value of the baggage. Carrier will charge a supplementary fee for this. This fee is based on a tariff, caused by the extra costs for Carriage and insurance of the Baggage involved, on top of the relevant costs for Baggage valued at or beneath the amount of the liability limit. This tariff can be obtained on request.
- b. Carrier may refuse a Special Declaration of Interest if a Passenger does not comply with the time limit set by Carrier within which such a declaration must be issued. Carrier may also set an upper limit to the value stated in the declaration. In addition, Carrier reserves the right to prove in the event of Damage that the amount declared was higher than the Passenger's actual interest at the time of the delivery.

7. Unchecked Baggage

- a. Baggage which the Passenger carries into the aircraft cabin must fit under the seat in front of the Passenger or in an enclosed storage compartment in the cabin that is available for use by the Passenger. Unchecked Baggage must also comply with Carrier's further regulations. Any instruction given by Carrier in respect of the Baggage which the Passenger carried into the cabin shall be followed by the Passenger. Carrier reserves the right to refuse to admit certain Baggage to the cabin, which Baggage will then be regarded and handled as Checked Baggage.
- b. Baggage and articles which the Passenger considers unsuitable for Carriage in the hold (such as fragile musical instruments and suchlike) and which do not comply with the provisions set out in Subparagraph a (such as size and weight) shall only be accepted for Carriage in the cabin if Carrier was notified of this in advance and has given its consent. A separate charge may be imposed for the Carriage of such articles.
- c. Musical instruments are generally transported in the hold. Only musical instruments that meet the size requirements for hand luggage may be carried in the cabin. It is not possible to book an extra seat for the Carriage of a musical instrument.
- d. Further information about the exact dimensions and weight of Unchecked Baggage is available on Carrier's website (www.transavia.com) and via Carrier's call centre.

8. Collection and delivery of Baggage

- a. Baggage which the Passenger wants to carry as Checked Baggage must be presented to the Carrier by the Passenger in person.
- b. It is the Passenger's responsibility to collect his/her Baggage as soon as it is available for collection at the Place of Destination. Should the Passenger not collect the Baggage within a reasonable time, Carrier may charge the Passenger a storage fee. If a Passenger fails to collect the Baggage within three months, Carrier may dispose of the said Baggage without being liable in any way towards the Passenger. Depending on the provisions of local law, unclaimed Baggage may be handed over to the competent authorities.
- c. Only the bearer of the Baggage Identification Tag issued at the time the Baggage was checked, is entitled to collect the Baggage.

- d. Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is evidence in principle that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

9. Animals

- a. The Carriage of dogs, cats and other pet animals is subject to Carrier's explicit prior approval. It is contingent on the animals being presented in a container which Carrier considers adequate and accompanied by valid health and vaccination certificates, entry permits, and other documents required by the country of entry. Furthermore, the animal should have received all the vaccinations required for the journey and the Place of Destination. Carrier reserves the right to determine the manner of Carriage and to limit the number of animals on a flight.
- b. Animals trained to assist governmental officials, rescue teams or Passengers with reduced mobility, and accompanying such officials, teams or Passengers, will be carried free of charge, together with their containers and food, in addition to the applicable free Baggage allowance.
- c. Acceptance for Carriage of all animals is subject to the condition that the Passenger assumes full responsibility for the animal and for the presence of the necessary permits and certificates. Carrier shall not be liable for injury to or loss, delay, sickness or death of the animal in the event that it is refused entry into or passage through any country, state or territory, unless such Damage has been caused by Carrier's wilful misconduct or Gross Negligence. Passengers travelling with such animals are obliged to pay all the costs and Damage resulting for Carrier from such a situation.
Carrier is entitled at all times to impose additional conditions at its discretion.

Article IX. Schedules, substitution, delay and cancellation of flights

1. Except in case of wilful misconduct or Gross Negligence, Carrier shall not be liable for errors and omissions in timetables or other published schedules (if any), nor for any incorrect representations made by employees, Agents or representatives of Carrier or an airport as to the dates or times of departure or arrival or as to the operations of any flight. The communicated times of departure or arrival only serve as information for the Passenger and no rights can be derived from such information.
2. The applicable flight schedule is the flight schedule that applies on the date of departure. The flight schedule may be amended after the Ticket has been issued. In that case, the Passengers will be informed using the contact details provided when the booking was made. The Passenger is responsible for providing Carrier with his/her contact details through which he/she may be contacted in the event of changes to the flight schedule(s). Nevertheless, Passengers must check with Carrier prior to the scheduled date of departure whether the flight schedules as stated on their Tickets have not been changed. In the event of a change to the schedule that is inconvenient to the Passenger, the Passenger may request a refund as referred to in Article X(2).
3. Carrier reserves the right to arrange for a flight to be performed by an alternative Carrier and/or aircraft and/or means of transportation.
4. For Passengers departing from an airport located in the territory of one of the countries in the European Community, who hold a valid Ticket for a flight operated by Carrier, and have presented themselves in conformity with the Check-In Deadline specified by Carrier, or any other such time indicated by Carrier or by its Authorised Agent or the contracting Carrier, or if no time is indicated, not later than 45 minutes before the published departure time, the following special remedies shall apply in case of cancellation or delay:

A. Cancellation

In case of cancellation of a flight operated by Carrier, Carrier shall offer the Passenger:

- (i) the choice between:
- a. reimbursement of the price paid for the unused portion of the Ticket and for the portion(s) already used if the flight is no longer serving any purpose in relation to the Passenger's original travel plan, together with, where relevant, a return flight to the first point of departure of the Ticket, at the earliest opportunity;
- or*
- b. re-routing, under comparable transport conditions, to his/her final destination as specified in the Ticket, either at the earliest opportunity or at a later date at the Passenger's convenience, subject to availability of seats;
- and*
- (ii)
- meals and refreshments in a reasonable relation to the waiting time and flight distance, unless the provision of this care causes additional delay;
 - two telephone calls, or, when available, telex or fax messages, or e-mails;
 - in the event of re-routing to the Passenger's final destination as specified in the Ticket at the earliest opportunity, when a stay of one or more nights becomes necessary or where a stay of one or more nights additional to that intended by the relevant Passenger becomes necessary, (hotel) accommodation for the period between the earliest flight offered by Carrier (i.e. the earliest opportunity) and the time of departure previously announced;
 - transport between the airport and the aforesaid place of accommodation;
- and*
- (iii)
- compensation in accordance with the following schedule:

for	Euro or the equivalent in local currency	if the scheduled arrival time of the alternative flight differs from the scheduled arrival time of the cancelled flight by:
Flights of 1,500 KM or less	125	2 hours or less
	250	More than 2 hours

Flights within the EU of more than 1,500 KM and for all other flights between 1,500 KM and 3,500 KM	200	3 hours or less
	400	More than 3 hours
Flights not falling under the flights mentioned above	300	4 hours or less
	600	More than 4 hours
<i>1 kilometre (KM) = 0.62 miles</i>		

unless the Passenger has been informed of the cancellation:

- a. at least two weeks before the scheduled time of departure, or
- b. between two weeks and 7 Days before the scheduled time of departure and is offered re-routing, allowing him/her to depart no more than two hours before the scheduled time of departure and to reach his/her final destination less than four hours after the scheduled time of arrival; or
- c. less than 7 Days before the scheduled time of departure and is offered re-routing, allowing him/her to depart no more than one hour before the scheduled time of departure and to reach his/her final destination less than two hours after the scheduled time of arrival; or
- d. if the cancellation is due to extraordinary circumstances which could not be avoided by Carrier even in taking all reasonable measures.

B. Long delay

In case of delay of a flight operated by Carrier beyond its scheduled time of departure:

- a. for two hours or more in the case of flights of 1,500 kilometres or less; or
- b. for three hours or more in the case of all intra-Community flights of more than 1,500 kilometres and of all other flights between 1,500 and 3,500 kilometres; or
- c. for four hours or more in the case of all flights not falling under Paragraph 4(B)(a) or (b) of this article;
Carrier shall offer the Passenger:
 - (i)
 - meals and refreshments in a reasonable relation to the waiting time and the flight distance; and
 - two telephone calls, or, when available, telex or fax messages, or e-mails; and
 - in the event a stay of one or more nights becomes necessary or where a stay of one or more nights additional to that intended by the relevant Passenger becomes necessary, (hotel) accommodation for the period between the time of departure previously announced and the revised time of departure; and
 - transport between the airport and the aforesaid place of accommodation;

and

- (ii) if the delay is at least five hours, at the request of the Passenger reimbursement of the price paid for the unused Ticket and for the portion(s) already used if the flight is no longer serving any purpose in relation to the Passenger's original travel plan, together with, where relevant, a return flight to the first point of departure of the Ticket, at the earliest opportunity.

5. The compensation and/or reimbursement as specified in Paragraphs 4(A)(i), 4(A)(iii) and 4(B)(ii) above shall be paid in cash, by electronic bank transfer, bank orders or bank cheques, at Carrier's discretion.
6. In case of cancellation or delay of Passengers departing from an airport located outside the European Community, Paragraphs 4 and 5 above shall also apply, unless these Passengers receive benefits or compensation and are given assistance in that third country.
7. If due to Force Majeure or safety reasons, the aircraft has to divert to a place as close as possible to the place mentioned in the Ticket and it cannot be expected that the flight can be resumed within a reasonable time, the flight shall be deemed to be completed and the Ticket price earned.

Article X. Refunds

1. General

If, on the part of Carrier or at the request of the Passenger, Carriage in accordance with the contract of carriage is not provided, Carrier shall grant a refund for the unused Ticket or the unused portion thereof in accordance with the following paragraphs of this article and the relevant Tariff Regulations, unless Carrier determines otherwise.

- a. Subject to the other provisions of this paragraph, Carrier shall be entitled to make a refund either to the person named in the Ticket or to the person who has paid for the Ticket. However, Carrier at all times reserves the right to refund only to the person who originally paid for the Ticket.
- b. If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and Carrier has indicated on the Ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the Ticket or to that person's order.
- c. A refund made to a person as referred to in Subparagraphs a or b of this paragraph shall be deemed a valid refund. A refund made to a person in accordance with this paragraph shall discharge Carrier from liability to refund and no other person shall be entitled to claim any further refund in respect of the same Ticket.
- d. Carrier reserves the right to require the Passenger to present further proof that the Passenger is indeed entitled to a refund.

2. Involuntary refunds

If Carrier, pursuant to Article IX above:

- cancels a flight;
- fails to operate a flight reasonably to schedule;
- fails to land the aircraft at the Passenger's Place of Destination;
- is unable to provide previously confirmed space; the amount of the refund shall be:
 - a. if no portion of the Ticket has been used, an amount equal to the fare paid;
 - b. if a portion of the Ticket has been used, the fare for the portion or portions of the journey that was or were not made.

3. Voluntary refunds

If the passenger waives his/her right to Carriage (either wholly or in part) for reasons other than those set out in Paragraph 2 of this article, the applicable administration and cancellation costs in conformity with the Tariff Regulations shall be charged.

4. Right to refuse refund

- a. All refund requests must be made within two years after the date the Ticket was issued.
- b. Carrier may refuse a refund on a Ticket which has been presented to Carrier or to government officials of a country as evidence of the intention to leave that country, unless it is established that the Passenger has permission to remain in the country or that he/she will leave by another Carrier or another mean of transportation.
- c. A refund may be refused for Passengers who were refused Carriage pursuant to Article VII(1).

5. Currency

All refunds shall be subject to the government laws, rules, regulations and guidelines of the country in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency.

6. Party making the refund

Only Carrier shall grant refunds for Tickets issued by Carrier.

Article XI. Conduct aboard aircraft

1.
 - a. If the condition and/or conduct of a Passenger aboard the aircraft endangers or threatens to endanger one or more persons or property or the aircraft itself, if a Passenger obstructs the crew in the performance of their duties, fails to comply with any instruction of the crew to ensure the safety of the aircraft or the safe, efficient and comfortable Carriage of the Passengers, or behaves in a manner to which other Passengers may reasonably object, Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including physical restraint of the Passenger.
 - b. The captain is authorised to take the necessary measures in order to secure the safety of the flight, including physical restraint, to maintain the order and discipline on board and to enable him to hand over persons who disturb the order on board or who threaten the safety of the flight to the competent authorities. The Passenger is obliged to comply with the instructions given by or on behalf of the captain. The captain may report criminal offences, including non-compliance with instructions given by or on his behalf.
2. For safety reasons, Carrier may forbid or limit operation aboard the aircraft of electronic equipment, including cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games, radio controlled toys, scanners, walkie-talkies and other equipment with an antenna, with the exception of hearing aids and heart pacemakers.
3. Consumption of any alcoholic beverages brought into the aircraft by a Passenger is prohibited. Carrier may limit or discontinue the service of alcoholic beverages to the Passenger.
4. It is prohibited to carry drugs of any kind and/or use the same on board. The captain may report this to the competent authorities.
5. Smoking (which includes smoking an electronic cigarette or other form of artificial smoking) is prohibited on board. Violation of this prohibition is a criminal offence, which Carrier may report to the competent authorities.
6. Carrier has the right to refuse Carriage to any Passenger who does not comply with the obligations of this article. The Passenger shall be liable towards Carrier for Carrier's Damage, including possible claims of third parties against Carrier, as a result of non-compliance with the obligations of this article. Carrier and the crew are not liable for Damage suffered by the Passenger as a result of the exercise by Carrier of its rights under this article.
7. If the Passenger's conduct causes Carrier to divert the aircraft to an unscheduled Place of Destination, the Passenger must reimburse Carrier for the costs of the diversion and for all other Damage sustained by Carrier as a result of this manoeuvre.

Article XII. Arrangements by Carrier

1. If in the course of concluding the contract of carriage, Carrier also agrees to make arrangements for the provision of additional services (other than Carriage by air), Carrier shall have no liability to the Passenger except for negligence on its part in making such arrangements.
2. Carrier does not as a general rule maintain, operate or provide transfer services between airports or between airports and town centres. Carrier is not liable for transfer services provided by third parties. In cases where Carrier itself maintains and operates transfer services for its Passengers, these General Conditions of Carriage shall apply to such services. Applicable charges for the use of transfer services maintained and operated by Carrier itself shall be payable by the Passenger.
3. Provisions offered on board
A range of food and beverages, consisting of sandwiches, snacks and a selection of (non) alcoholic drinks, will be sold on board. It is not possible to order special meals in advance. Only the consumption of alcohol

purchased on board is permitted. Carrier will make all reasonable efforts to provide the relevant range of food and beverages as well as films etc. However, Carrier will not be liable if the operation, safety or security of the flight prevent these provisions (or suchlike) from being present or supplied, even if the said provisions were confirmed at the time of the Reservation.

Article XIII. Administrative formalities

1. General

The Passenger is responsible and liable for obtaining all required (travel) documents, visas and permits and for complying with all statutory provisions (laws, regulations, orders, demands and travel requirements) of the countries to be flown from, over and to, including the instructions of Carrier given in connection herewith. Carrier shall not be liable for the consequences to any Passenger resulting from his or her failure to comply with the aforesaid obligations. No rights can be derived from any assistance or information provided by or on behalf of Carrier.

2. Travel documents

- a. On request, the Passenger shall present to Carrier or its employees, Agents or representatives, documents such as passport and all exit, entry, health and other documents required by the statutory provisions (laws, rules, regulations, orders or requirements) of the countries concerned and permit Carrier to take and retain copies thereof or otherwise to retain the data contained in the relevant documents. Carrier reserves the right to refuse Carriage of any Passenger who has not complied with the applicable statutory provisions (laws, rules, regulations, orders and requirements), or whose documents do not appear to be in order or appear to be of questionable validity to the Carrier, or who does not permit Carrier to take and retain copies thereof or otherwise retain the data contained in the relevant documents.
- b. Carrier shall not be liable for the consequences to a Passenger resulting from failure to comply with the obligations referred to in Subparagraph a.

3. Refusal of entry

If a Passenger is refused entry to a country, the Passenger must pay all costs or fines that may be imposed on Carrier by the local government authorities. In addition, the Passenger must pay the applicable fare whenever Carrier, on government order, is required to return a Passenger to his Place of Departure or elsewhere. The fare collected for Carriage to the place of refusal of entry or deportation will not be refunded by Carrier.

4. Liability of Passenger for fines, detention costs etc.

If Carrier is required to pay or deposit any fine, penalty or security or incurs any expenditure by reason of the Passenger's failure to comply with the statutory provisions (laws, rules, guidelines, regulations, orders and (travel) requirements) of the countries concerned or to produce the required documents, the Passenger shall on demand reimburse to Carrier any amount so paid or deposited and any expenditure so incurred. Carrier may use towards such expenditure any funds paid to Carrier for unused Carriage or any funds of the Passenger in the possession of Carrier. In addition, Carrier may refuse Carriage if the Passenger does not reimburse Carrier for payments so made or expenditure so incurred. Information in respect of government laws, guidelines, regulations or requirements which may result in Carrier making such payments or incurring such expenditure shall be supplied on request to the best of Carrier's knowledge but Carrier does not accept any liability in respect of information so supplied.

5. Customs inspection

- a. If required, the Passenger shall attend inspection of his/her (delayed or non-delayed) Baggage by customs or other government officials and shall give all requested assistance. Carrier shall not be liable to the Passenger for any loss or Damage suffered by the Passenger through failure to comply with this requirement.
- b. If Damage is caused to Carrier because of an act, omission or negligence on the part of the Passenger, including failure to comply with the requirements of the above paragraph, or because the Passenger prevented Carrier from subjecting his/her Baggage to an inspection, the Passenger shall indemnify Carrier in that regard.

6. Security checks

Passengers must submit themselves to safety and security checks by government or airport authorities, and to the checks required by Carrier.

The Carrier may not be held liable for having refused to carry a Passenger if this refusal is based on the conviction that such action was necessary in order to comply with any applicable government laws, regulations and/or orders.

Article XIV. Liability

1. General

- a. Carriage under these General Conditions of Carriage is subject to the rules and limitations relating to liability established by the Convention, even where such Carriage is international Carriage to which the Convention does not mandatorily apply.
- b. Carrier's liability shall not exceed the amount of proven Damage under any circumstances. Carrier shall not be liable for indirect, incidental or consequential damage. In respect of any Damage, howsoever caused, the provisions of the Convention shall be applied without change, except where these General Conditions of Carriage expressly provide otherwise.
- c. If Carrier proves that the Damage was caused, either wholly or in part, by the negligence, wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, Carrier shall be wholly or partly discharged from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the Damage. This article applies to all the liability provisions in these General Conditions of Carriage, including Article XIV(2)(a).

- d. Subject to the provisions of this article, Carrier shall be liable only for Damage occurring on its own flights. A Carrier issuing a Ticket or checking Baggage for the flights of another Carrier does so only as an Agent for such other Carrier.
 - e. Carrier shall not be liable for any Damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the Passenger to comply with the same.
 - f. Any exclusion or limitation of liability of Carrier shall also apply to and be for the benefit of Agents, employees and representatives of Carrier and the owner/lessor of the aircraft. The aggregate amount recoverable from Carrier and from such Agents, employees and representatives shall not exceed the level of Carrier's relevant limits of liability.
 - g. Unless expressly provided otherwise, no provision of these General Conditions of Carriage shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable law.
- 2. Damages for personal injury or death**
- a. Carrier shall be liable for proven Damage sustained in case of death or bodily injury of a Passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of embarking or disembarking, as provided in the Montreal Convention.
 - b. Carrier shall not limit or exclude liability arising under Article XIV(2)(a) for Damage not exceeding 113,100 SDR for each Passenger. However, Carrier remains entitled to invoke Article XIV(1)(c). On the other hand, Carrier shall not be liable for Damage arising out of the death or bodily injury of the Passenger in excess of 113,100 SDR for each Passenger if Carrier proves that:
 - 1. such Damage was not due to the negligence or other wrongful act or omission of Carrier or its employees or Agents; or
 - 2. such Damage was solely due to the negligence or other wrongful act or omission of a third party.
 - c. If a Passenger is carried whose age or mental or physical condition is such as to pose a hazard or risk to himself/herself, Carrier shall not be liable for this person's illness, injury or death, or any aggravation of such illness or injury, provided such Damage is attributable to such condition or to the aggravation of such condition.
 - d. With respect to any claim pursuant to Article XIV(2)(a), Carrier shall without delay, and in any event not later than 15 Days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.
 - e. Without prejudice to the provisions of Article XIV(2)(d), an advance payment to the natural person entitled to compensation shall not be less than the euro equivalent of 16,000 SDR per Passenger in the event of death.
 - f. An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of Carrier's liability, but shall not be reclaimable. However, the advance payment can be reclaimed in the cases described in Article XIV(1)(c); or
 - if the advance payment was wrongly made because the Passenger concerned caused, or contributed to, the Damage by an unlawful act; or
 - if this Passenger was not the person entitled to compensation.
 - g. Carrier reserves all rights of recourse and subrogation towards third parties.
- 3. Damage to Baggage**
- a. Carrier's liability in respect of destruction, loss or Damage of Checked and Unchecked Baggage, irrespective of whether the Convention is mandatorily applicable or not, shall be limited to 1,131 SDR for each Passenger.
 - b. This limit of liability does not apply:
 - (i) if it is proven that the Damage resulted from an act or omission of Carrier, its employees or Agents with the intent to cause damage or act recklessly in the knowledge that Damage would probably result, provided that in the case of such act or omission of an employee or Agent of Carrier, it must also be proven that this person was acting within the scope of his/her employment, and/or
 - (ii) if the Passenger, when handing over the Checked Baggage to the Carrier, made a Special Declaration of Interest in delivery at destination and – where necessary – paid a supplementary sum, in accordance with Article VIII(7). In that case, Carrier shall be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the Passenger's actual interest in delivery at destination.
 - c. Carrier shall not be liable if and to the extent that the Damage resulted from an inherent defect in the nature, quality or perishableness of the Baggage.
Any Passenger whose property causes Damage to another Passenger or his/her Baggage or to any property of Carrier shall indemnify Carrier for all costs, losses and Damage incurred by Carrier as a result thereof.
 - d. Carrier shall under no circumstances be liable for the loss of or damage to Baggage of which the Carriage is prohibited.
 - e. In case of Damage to Baggage the Passenger shall, immediately upon arrival, fill out a Property Irregularity Report (P.I.R.) or comparable form used by Carrier to report his/her claim. This form should state the names of each Passenger claiming Damage. If no such form is filled out immediately upon arrival, any Damage shall be assumed not to have been incurred during the Carriage, subject to proof of the contrary.
- 4. Damage as a result of delays**
- a. The liability of Carrier in respect of Damage occasioned by delay in the Carriage of Passengers shall be limited to 4,694 SDR for each Passenger.
 - b. The liability of Carrier in respect of Damage occasioned by delay in the Carriage of Baggage shall be limited to 1,131 SDR for each Passenger. This limit is subject to Article XIV(3).
 - c. Notwithstanding the provisions of Subparagraphs a and b of this paragraph, Carrier shall not be liable for Damage occasioned by delay if Carrier proves that it and its employees and Agents took all measures that could reasonably be required to prevent the Damage or that it was impossible for it or them to take such measures.
 - d. Only direct, proven damage resulting directly from a delay is compensable, to the exclusion of any form of indirect Damage and any form of non-compensatory Damage.
The Passenger must prove the existence of the Damage that directly results from the delay.
The Carrier is not liable for Damage that results from the delay if it proves that the Carrier, its servants or agents took all measures that could reasonably be taken to avoid the damage or that it was impossible for the Carrier to take such measures.
- 5. Liability resulting from failure to fulfil contract of carriage**

Notwithstanding the provisions of Article X(3), Carrier's liability for Damage resulting from its failure to fulfil the contract of carriage due to causes for which it is responsible, shall be limited to reimbursement of reasonable expenses of the Passenger for accommodation, meals, communication and ground transportation to and from the airport. Any further or other liability shall be excluded, except in the case of wilful misconduct or Gross Negligence on the part of Carrier.

Article XV. Time limitation on claims and actions

1.
 - a. No action shall lie in the case of Damage to Baggage (other than Damage due to delay) unless the person entitled to delivery of the Baggage complains to Carrier within 7 Days from the date of receipt. No action shall lie in the case of Damage due to delay of Checked Baggage unless the person entitled to delivery of the Checked Baggage complains to Carrier within 21 Days from the date on which the Baggage was placed at his/her disposal.
 - b. Every complaint must be made in writing and submitted to Carrier immediately after the discovery of the Damage or delay and at the latest within the time limits aforesaid. For further information, please see Article XIV(3)(e).
2. Any right to Damages shall lapse if a legal action is not brought within 2 years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the Carriage stopped.

Article XVI. Modification and waiver

No (Authorised) Agent, employee or representative of Carrier has authority to modify, tone down or waive any provision of these General Conditions of Carriage.

Article XVII. Charter Carriage

1. Charter Carriage is performed pursuant to a charter agreement between the actual Carrier (Carrier) and the contracting Carrier (charterer and/or tour operator) and is subject to the charter agreement.
2. Charter Tickets shall not be valid unless the charter price, including any taxes, levies, charges, increases and the like, has been paid for by the contracting Carrier or until credit arrangements established by Carrier have been complied with. In principle, Charter Tickets are non refundable and non endorsable. Refunds to Passengers shall only be made by the contracting Carrier.
3. Charter Tickets shall only be valid for Carriage on the Days indicated on the Ticket. Subject to seat availability, changes in the departure or return date are possible, provided that the applicable fee is paid. Other conditions, as stated in the Ticket, may apply.
4. Charter Tickets have conditions which limit and/or exclude the Passenger's right to make, change or cancel Reservations.
5. The following articles of these General Conditions of Carriage do not apply to Charter Carriage:
Article III(1), (2) and (4);
Article IV(2);
Article V(1) and (2);
Article IX(2), (4)(A)(i)(a) and (4)(B)(ii);
Article X;
Article XVIII(2)(a)(i).

Article XVIII. Denied Boarding Compensation

1. Where there is an obligation to pay Denied Boarding Compensation in conformity with EU Regulation 261/2004, Carrier undertakes to use reasonable efforts first to call for volunteers being prepared to surrender their Booking Confirmation in exchange for compensation to be agreed with Carrier. Carrier shall also take into consideration the interests of Passengers who must be given boarding priority for legitimate reasons, such as unaccompanied minors, Passengers with reduced mobility and those accompanying them. A written notice setting out the rules for compensation and assistance shall be provided to the Passengers concerned upon request.
2. For Passengers departing from an airport located in the territory of one of the countries in the European Community who have been denied boarding on a specific flight of Carrier, the following applies:
 - a. Carrier shall offer to a Passenger who is voluntarily denied boarding pursuant to Paragraph 1 above the choice between:
 - (i) Reimbursement of the price paid for the unused Ticket and for the portion(s) already used if the flight is no longer serving any purpose in relation to the Passenger's original travel plan, together with, where relevant, a return flight to the first point of departure of the Ticket, at the earliest opportunity; or:
 - (ii) Re-routing, under comparable conditions of carriage, to the Passenger's final destination as specified on the Ticket, either at the earliest opportunity or at a later date at the Passenger's convenience, and subject to availability of a seat.

- b. Carrier shall offer to a Passenger who is involuntarily denied boarding the alternatives as set out in Subparagraph a above and irrespective of the Passenger's choice
- (i) Carrier shall in addition, and subject to the restrictions set out in the provisions below, pay compensation immediately after boarding has been denied, in accordance with the following schedule:
- (ii)

for	Euro or the equivalent in local currency	If the scheduled time of arrival of the alternative flight differs from the scheduled time of arrival of the cancelled flight by:
Flights of 1,500 KM or less	125	2 hours or less
	250	More than 2 hours
Flights within the EU of more than 1,500 KM and for all other flights between 1,500 KM and 3,500 KM	200	3 hours or less
	400	More than 3 hours
Flights not falling under (i) and (ii)	300	4 hours or less
	600	More than 4 hours
<i>1 kilometre (KM) = 0.62 miles</i>		

- (iii) In addition, Carrier shall provide meals and refreshments in a reasonable relation to the waiting time and the flight distance, and two telephone calls, or, when available, telex or fax messages, or e-mails; and in the event of re-routing to the Passenger's final destination as specified in the Ticket at the earliest opportunity, where a stay of one or more nights becomes necessary or where a stay of one or more nights additional to that intended by the relevant Passenger becomes necessary, (hotel) accommodation for the period between the earliest flight offered by Carrier (i.e. at the earliest opportunity) and the time of departure previously announced, and transport between the airport and the place of accommodation.
3. The compensation and/or reimbursement referred to in Paragraph 2 above shall be paid in cash, by electronic bank transfer, bank order or bank cheques, at Carrier's discretion.
4. In case of Denied Boarding based on reasonable grounds, Carrier shall provide:
- a. Passengers, other than Passengers travelling on a Charter Ticket, the benefits set out above in Paragraphs 2(a)(i) and 2(b)(ii); and
- b. Passengers travelling on a Charter Ticket the benefits set out above in Paragraph 2(b)(ii).
5. In case of Denied Boarding of Passengers departing from an airport located outside the European Community, Paragraphs 2 through 4 above shall also apply, unless these Passengers receive benefits or compensation and are given assistance in that third country.
6. Denied Boarding Compensation shall not in any case be offered by Carrier if:
- a. Carriage is denied because a government has requisitioned all or part of the Passenger carrying capacity of aircraft operated by Carrier;
- b. the Passenger has refused to undergo a security check or to obey lawful instructions given by or on behalf of Carrier;
- c. there are other circumstances which entitle Carrier to refuse to carry the Passenger, in accordance with the applicable law or Carrier's General Conditions of Carriage for Passengers and Baggage;
- d. the Passenger is travelling free of charge or at a discount which is not available to the general public;
- e. the Passenger is holding a Ticket which is blacklisted as lost, stolen, fraudulent or otherwise suspicious;
- f. the Passenger failed to present himself/herself at the gate in time.
7. Voluntary acceptance of the compensation shall discharge Carrier from any further liability in connection with the Denied Boarding. However, if the Passenger has not voluntarily given up his/her seat, any further liability of Carrier in connection with the Denied Boarding shall be limited to the remedies available under the applicable law.

Further particulars on DBC shall be supplied by Carrier on request.

Address for visitors:

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