

On this page you will find the Fare Conditions and General Conditions of Carriage for Transavia Airlines C.V. and Transavia France S.A.S. (hereinafter jointly referred to as "Transavia").

In some cases, a condition only applies if the booked flight is operated by Transavia Airlines C.V. (these flights have a flight number starting with 'HV') or flights that are operated by Transavia France S.A.S. (these have a flight number starting with 'TO'). In such cases, the condition concerned will be stated explicitly.

Fare conditions Transavia

(These conditions apply to all Transavia)

Type of fare:

Transavia Restricted Fare

Discounts:

Child (2 to 11 years): No discount, standard ticket price Baby (0 to 1 years): Reduced fare*Seniors (60+): No discount, standard ticket price *A child up to 2 years old can travel on your lap for €25,- per one-way flight. If a child is 2 or older on the day of the flight, an extra seat must be booked for them. The standard ticket price applies.

Basic fare, Plus fare, Max fare

You can choose either the Basic fare, Plus fare or Max fare when booking your flight.

Included in the Basic fare is:

- flight;
- 1 piece of hand luggage of max. 55 x 40 x 25 cm and max. 10 kg.

Included in the Plus fare is:

- flight;
- 1 piece of hand luggage of max. 55 x 40 x 25 cm and max. 10 kg;
- 20 kg hold luggage
- A standard seat of your choice;
- The possibility of changing the time and date of the booked flight up to 14 days before departure, whereby you will only be required to pay any difference in the price for the flight;
- A set number of Miles based on your Flying Blue level:

- o Explorer: 250 Miles*
- o Silver: 375 Miles*
- o Gold: 438 Miles*
- o Platinum: 500 Miles*

* Per single flight

Included in the Max fare is:

- flight;
- 1 piece of hand luggage of max. 55 x 40 x 25 cm and max. 10 kg;
- 30 kg hold luggage
- Choice from all available seats;
- The possibility of changing the time, date, route or passenger details of the booked flight up to 2 hours before departure, whereby you will only be required to pay any difference in the price for the flight;
- A set number of Miles based on your Flying Blue level:

- o Explorer: 500 Miles*
- o Silver: 750 Miles*
- o Gold: 875 Miles*
- o Platinum: 1000 Miles*

* Per single flight

Changing your booking with Flex ticket

If you purchased the 'Flex' option when making your booking, you can change the time and date of your flight up to 48 hours prior to departure without having to pay a change fee. You will have to pay any difference in the ticket price. This 'Flex' product is only available for flights from and to the Netherlands. The following conditions apply:

- The date and time of the flight can be changed up to 48 hours prior to departure.
- No change fee will be charged but you will have to pay any difference in the ticket price.
- You can change the time and date of the flight as often as you want up to one year after the original booking date. After that, the normal conditions apply for changing the time and date of your flight and you will have to pay a change fee.

Changes to your booking

The following changes are permitted:

- date of travel
- time of outward and/or return flight (on the same day or a different day)
- place of departure
- destination
- change to name
- spelling errors
- date of birth
- sex

Name Change 48 hours

In principle, you are due to pay any change fees for a name change, unless you have chosen the Max fare. You have the possibility of purchasing Name Change 48 hours with your booking, which entitles you to change the passenger details up to 48 hours after booking, without being charged for any change fees or any difference in fare.

General change fees

If you are unable to change your booking based on the chosen fare or Name Change 48 hours without change fees and/or by payment of any fare difference, you are required to pay the change fees and any price difference between the original and new ticket (see **Fees for making a change** below). The following conditions apply when a booking is changed:

If you book over the Internet

You can change a booking made over the Internet yourself on line or via our call centre up to 2 hours before your flight's departure. **Caution:** if you have already checked in you can no longer change your booking

Changing a name

Names can be changed for a fee (see **Fees for making a change** below) up to 2 hours before the original departure time for a flight. A change in name is involved if:

- someone other than the person named when the booking was made wishes to travel. Any such change in name is only possible for both an outward and a homeward flight. It is not possible to change a name for part of a journey (outward or return journey). In other words, if you yourself wish to make the outward or return flight, you cannot transfer the remaining flight to someone else;
- If there is a spelling error which is ambiguous and it cannot be proved by means of identity papers that you yourself will be making the flight booked and not some other person. This is at the discretion of our staff.

Fees for making a change

Change flight route, date or time

Flights from and to the Netherlands:

Will you be flying with Transavia Airlines C.V. (flights operated with a flight number starting with 'HV')? Then we charge the following fee for changes:

- For changes made online, we charge an online change fee of €35 per one-way flight/per person;
- For changes via the Transavia Service Centre, a change fee of €35 applies per one-way flight/per person;
- If the applicable ticket price is more expensive than the price you originally paid, you will also pay the difference in the ticket price (the so-called fare difference). You will not receive a refund if the new ticket price is cheaper than the original ticket.

Flights to and from France

Will you be flying with Transavia France S.A.S. (flights operated with a flight number starting with 'TO')? Then we charge the following fee for changes:

- For changes made online, we charge an online change fee of €50 per one-way flight/per person;
- For changes via the Transavia Service Centre, a change fee of €50 applies per one-way flight/per person;
- If the applicable ticket price is more expensive than the price you originally paid, you will also pay the difference in the ticket price (the so-called fare difference). You will not receive a refund if the new ticket price is cheaper than the original ticket.

Change passenger details

You can always change one of the following details per passenger at no extra costs: first name, last name or date of birth. Gender and passport information can always be changed free of charge.

If you need to make more than one change, surcharges apply. You pay a €50 change fee per one-way flight. If at that time the price of the ticket is more expensive than the original ticket, then you also pay the difference in ticket price.

Changing passenger details is not possible in the following cases:

- You booked a return flight and the outbound flight has already taken place.
- It is less than two hours before the (planned) departure of your flight.
- You've already checked in. If that is the case, you can no longer change your booking. Please note: as soon as one of the passengers in a joint booking has checked in, the other passengers can no longer change their passenger details either.

Cancellations

Cancellations can be made by contacting our Service Centre over the phone, through social media or via email. In some cases, this can be also be done via the Transavia website. Cancellation costs amount to 100% of the total booking fee (including any special requests). No refund is given as a result, with the exception of all passenger-related taxes imposed by the airport and governments that you have paid to Transavia, which can be refunded at your request.

The request for a refund of these taxes must be submitted within three months after the booked travel date. This request can only be submitted using the online form (www.transavia.com).

If the booked flight is carried out by Transavia Airlines C.V., the following applies: requests for refund are subject to a charge of € 10 administration costs per cancelled booking.

Special offer and/or promotional fares

Transavia regularly offers specific special offer and/or promotional fares on scheduled flights to various Transavia destinations. The conditions that apply to these special offers and promotions may differ from the fare conditions that normally apply to Transavia 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 center must be notified that the child will be traveling unaccompanied. Transavia 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 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 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 personnel.

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

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 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 via my Transavia 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.

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 website apply. If you wish to bring special luggage you need to explicitly inform us of this when booking your flight.

Special Luggage

In addition to your regular hold and/or hand luggage, you can also take special luggage with you. Certain conditions apply to the transport of special luggage (such as bicycles, surfboards, wheelchairs and pets), which can be found on the Transavia website. If you are taking special luggage with you, this must be explicitly mentioned when booking.

Extra seat

An extra seat can be booked via the Transavia call centre to enjoy greater comfort, transport one musical instrument, wedding dress or other valuable object. The seat may only be booked if the object including any packaging does not exceed 110 x 44 x 55 cm (h x w x d) and weighs no more than 20 kg. Moreover, it should be packed in such a way as to avoid both damage to the object itself or to other luggage, and injury to passengers and cabin staff.

The object must be placed on a seat next to the passenger who is transporting it, and it must always be placed on a seat next to the window. This seat may not be in the first row or in a row with an emergency exit. If the cabin crew decides that the object cannot be secured properly in the seat, the Carrier has the right to refuse the object on board and to transport it as hold luggage. The Carrier is not liable for any damage to the object, unless the Carrier has caused this damage due to deliberate recklessness or intent.

Conditions applying to seat reservations

It is possible to reserve a specific seat previous to the departure of most Transavia flights. Once a seat reservation has been made, it can no longer be changed. A number of conditions apply in connection with operational and safety regulations.

You may not reserve a seat if you:

- are fully immobile and need to be lifted into your seat on board the aircraft
- need oxygen on board (unless you are travelling with a portable oxygen concentrator (POC))
- are travelling with a pet or an assistant dog in the cabin
- are booking for unaccompanied children aged 5 to 11 years
- are blind and/or deaf

You may not reserve a seat next to the emergency exit if you:

- are travelling with children aged 0 to 11 years
- require a seat belt extender
- are pregnant
- are travelling with a portable oxygen concentrator (POC)
- are travelling on flights with a flight number that starts with 'HV' and if you do not speak Dutch or English (in connection with safety instructions)
- are travelling on flights with a flight number that starts with 'TO' and if you do not speak French or English (in connection with safety instructions)
- have health issues
- are booking for unaccompanied children aged 12 to 15 years
- have fear of flying
- have an intellectual impairment
- have reserved an Extra seat to transport a musical instrument, wedding dress or other item
- are unable to walk or unable to walk far (e.g. wheelchair users)

If Transavia 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 the front row.
- if you reserved a seat with standard legroom: any other seat up to 3 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 on the Transavia Website, via the online form. This request should be accompanied by the e-mail containing the booking confirmation of your flight on which your seat reservation is also indicated.

Passengers with reduced mobility

If you need special assistance (wheelchair, oxygen, etc.), we recommend notifying us at least 72 hours before departure. If you notify us of this less than 48 hours before departure, we cannot guarantee that we can meet your needs. We also kindly ask you to check in early (2 1/2 hours before departure) with your wheelchair, which you are responsible for preparing for travel.

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 Transavia when booking online or after booking online via My Transavia, at least 48 hours prior to departure. 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 wish to travel with a wheelchair with a wet battery or a mobility scooter, contact the Transavia call centre for the associated conditions.

2. Service on board

Transavia 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.

Pets

A new EU Regulation has imposed tighter conditions on the carriage of pets (cats and dogs) between Member States of the European Union or coming into the EU. These pets must: a) have a pet passport. This passport contains information about rabies vaccinations and other information about the health of the animal; and b) have an electronic identification system (transponder) or tattoo. A tattoo is only permitted if it is clearly legible and it can be proven that the animal was tattooed before 3 July 2011. Please contact your vet for more information. Your vet can issue the passport and arrange for the required transponder. If we are unable to refer to a pet passport or if there is no electronic identification system or tattoo, we have no choice but to refuse your pet on board. In that event Transavia will not be liable for any loss or expense which the Passenger incurs as a result. Transavia only carries cats and dogs that are at least three months old. Not on all flights pets are accepted. Please consult our website for the list of routes on which pets are not accepted. We advise you to always investigate what (local) regulations may apply regarding the transportation of your pet at the place of departure and destination of your flight. Transavia cannot be held responsible for refusal of your pet at destination in case of noncompliance with aforementioned regulations. Snub-nosed dogs like pugs, boxers, bulldogs, Pekinese dogs and Persian cats can have difficulty breathing during the flight because of the high temperatures and stress. To ensure their well-being, most of these snub-nosed pets are therefore only transported in the cabin.

Flight cancellation

Transavia reserves the right to cancel a Transavia flight at any time. In the event of a cancellation, Transavia acts in accordance with the requirements of EU Regulation 261/2004, which always excludes compensation for indirect and consequential loss.

Changes in timetable and/or flight schedule

Transavia 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 reserves the right – after prior notice – to transfer the contract of carriage to one of its partners within the KLM/Air France group or to any other carrier which complies with European security standards. In this case, that partner/other carrier 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, unless stated otherwise.

General Conditions of Carriage

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

These conditions have been drawn up in Dutch, French and a number of other languages. In the event of a contradiction, if the booked flight is operated by Transavia Airlines C.V., the Dutch version applies and, if the booked flight is operated by Transavia France S.A.S., the French version applies.

Changes

Transavia 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 ("Conditions of Carriage") of Transavia Airlines C.V. and Transavia France S.A.S. (hereinafter jointly referred to as "Transavia") apply to all carriage of passengers and baggage, performed by or on the instructions of Transavia, except where the higher-ranking (Tariff) Regulations expressly provide otherwise.

Reference is made to these Conditions of Carriage in documents such as the relevant booking confirmation.

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

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

These Conditions of Carriage have been drawn up in Dutch, French and a number of other languages. In the event of a contradiction, if the booked flight is operated by Transavia Airlines C.V., the Dutch version applies and, if the booked flight is operated by Transavia France S.A.S., the French version applies.

Changes

Transavia 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.

TRANSAVIA AIRLINES C.V.
(KVK 34069081)

Piet Guilonardweg 15
1117 EE Schiphol Airport
Postbus 7777
1118 ZM Schiphol Airport
The Netherlands

TRANSAVIA FRANCE S.A.S.
(492791306 RCS Créteil)

Zone Orlytech
3 allée Hélène Boucher
91550 Paray-Vieille-Poste
3 allée Hélène Boucher
91781 Wissous Cedex
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Contents

Article I.	Definitions	8
Article II.	Applicability	9
Article III.	Booking Confirmation	10
Article IV.	Fares, levies, taxes and charges.....	10
Article V.	Reservations.....	11
Article VI.	Check-in	11
Article VII.	Refusal of and limitation on Carriage.....	11
Article VIII.	Baggage	12
Article IX.	Schedules and substitution,.....	14
Article X.	Refunds	14
Article XI.	Conduct aboard aircraft.....	15
Article XII.	Arrangements by Carrier	16
Article XIII.	Administrative formalities.....	16
Article XIV.	Liability.....	17
Article XV.	Time limitation on claims and actions.....	18
Article XVI.	Modification and waiver.....	18
Article XVII.	Charter Carriage.....	18
Article XVIII.	Denied Boarding Compensation.....	18

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

A Booking Confirmation, or similar document such as a ticket or boarding pass, is a document issued by or on behalf of the Carrier granting the right to Carriage, and to which the General Conditions of Carriage apply.

Carriage

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

Carrier

includes Transavia and the air carrier, other than Transavia, issuing the Booking Confirmation 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.

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 Booking Confirmation 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 Booking Confirmation which include a reference to notices and/or these 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 Booking Confirmation 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 Booking Confirmation is issued, or the flight commenced, shall not be counted.

Denied Boarding

means a refusal to carry a Passenger on a Carrier flight.

Denied Boarding Compensation or DBC

means compensation offered to the Passenger in accordance with the provisions of Article XVIII of these Conditions of Carriage and EU Regulation 261/2004.

European Union

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

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 checkpoints, 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 flight 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 Booking Confirmation.

Place of Destination

means the final destination as shown on the Booking Confirmation.

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.

Transavia

refers to Transavia Airlines C.V. when the flights concerned have a flight number starting with 'HV' and Transavia France S.A.S. when the flights concerned have a flight number starting with 'TO'.

Unchecked Baggage

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

Article II. Applicability

1. General

- a. These Conditions of Carriage are the conditions of carriage of Transavia referred to in – amongst others – the Booking Confirmation. The 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 Conditions of Carriage take precedence over the "Conditions of Contract" in the Booking Confirmation. 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 Conditions of Carriage.

- b. The Conditions of Carriage shall apply to Passengers travelling on a flight or a specified flight sector, pursuant to a Booking Confirmation on which Transavia is designated as the Carrier for such flight or specified flight sector. Designation of Transavia 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 Booking Confirmation.
- c. These Conditions of Carriage have been drawn up in Dutch, French and a number of other languages. In the event of a contradiction, if the booked flight is operated by Transavia Airlines C.V., the Dutch version applies and, if the booked flight is operated by Transavia France S.A.S., the French version applies.

2. Mandatory law

The Carriage carried out by Transavia Airlines C.V. to which these Conditions of Carriage apply is governed by Dutch law. The Carriage carried out by Transavia France S.A.S. to which these 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 Conditions of Carriage shall remain in full force.

3. Effective rules

All Carriage shall be subject to Carrier's Conditions of Carriage and Carrier's Tariff Regulations in effect on the date of commencement of Carriage as stated in the Booking Confirmation. 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.

Booking Confirmation

1. Booking Confirmation as evidence of contract

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

2. Requirements for valid Booking Confirmation

A Booking Confirmation will not be issued until the applicable fare has been paid. Passengers should be able to prove their identification and are only carried on a flight if a Booking Confirmation is issued in their name and they possess a boarding pass.

3. Booking Confirmation not transferable

A Booking Confirmation 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 Booking Confirmation. 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 Booking Confirmation. Carrier reserves the right to request a Passenger to identify himself/herself with valid identification.

4. Period of validity

A Booking Confirmation 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 Booking Confirmation.

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 Booking Confirmation is issued for the flight or flights indicated in the Booking Confirmation 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

The Carrier retains the right to charge separately or to charge a surcharge (after receipt of the Booking Confirmation) to the Passenger any unforeseen levies, taxes, costs or surcharges imposed by the government, national or other authorities, by the airport or the Carrier.

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 Booking Confirmation 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. Booking Confirmation time limits

If a Passenger has not paid for his/her Booking Confirmation 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 booking 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 Booking Confirmation 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 Booking Confirmation;
 - (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 Booking Confirmation cannot prove that he or she is the person whose name is stated on the Booking Confirmation, in which case, the Carrier has the right to refuse to carry this person;
- 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 9 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 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 charge for excess Baggage specified in Paragraph 1 of this article.

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 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 will in principle be carried in the cargo hold. Only musical instruments which do not exceed 25 x 117 x 38 cm (including cases) and weigh less than a maximum of 10 kg may be carried in the cabin. Musical instruments which meet this condition include violins, violas, flutes, clarinets, bugles and trumpets. Caution: we only accept one item of hand luggage per passenger.
- 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 and cats 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 and substitution

- 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 Booking Confirmation 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 Booking Confirmation have not been changed. In the event of a schedule change in which the departure time is early or delayed by more than three (3) hours or in which the departure or arrival airport has changed and the Passenger wishes to cancel Transport, the Passenger may request a refund as stated in Article X paragraph 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 within the borders of one of the European Union countries with a valid Booking Confirmation for a flight operated by the Carrier and who have checked in time for the check-in deadline indicated by the Carrier or any other time indicated by the Carrier, its Authorised Agent or Contracting Carrier, or, if no time is indicated, no later than 45 minutes before the announced departure time, the special redress possibilities apply in the event of a cancellation or delay in accordance with EU Regulation 261/2004.
- 5. If, as a consequence of force majeure or for reasons of safety, an aircraft has to be diverted to a place which is as close as possible to the place specified on the Booking Confirmation, and it cannot be expected that it will be possible to resume the flight within a reasonable period of time, the flight shall be deemed to have been completed.

Article X. Refunds

- 1. General
If, by request of the Passenger or the Carrier itself, Carriage is not performed in accordance with the contract of carriage, the Carrier will, unless determined otherwise by the Carrier, reimburse the flight that was not taken, or apart thereof in agreement with the following paragraphs of this article as well as the relevant Tariff Regulations.
 - a. Subject to the other provisions of this paragraph, Carrier shall be entitled to make a refund either to the person named in the Booking Confirmation or to the person who has paid for the flight. However, Carrier at all times reserves the right to refund only to the person who originally paid for the flight.
 - b. If a flight has been paid for by a person other than the Passenger named in the Booking Confirmation, and Carrier has indicated on the Booking Confirmation that there is a restriction on refund, Carrier shall make a refund only to the person paying for the flight 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 flight.
 - 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 the Carrier pursuant to the aforementioned article IX:

- cancels a flight;
- a flight does not land at the Passengers' Point of destination;
- is unable to offer the previously confirmed destination; the refund will consist of the following amount:
 - a. an amount equal to the paid fare if the flight is not taken at all;
 - b. the fare of the part or parts of the trip that were not taken if part of the flight is not taken.

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 Booking Confirmation was issued.
- b. The Carrier is entitled to refuse a refund of a flight for which the Booking Confirmation presented to the Carrier or the government officials of the country with the intention of leaving that country, unless it is established that the Passenger has permission to stay in that country or that he or she will depart via a different Carrier or means of transport.
- 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 flight 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 flight was paid for, but may be made in another currency.

6. Party making the refund

Only Carrier shall grant refunds for Booking Confirmations 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. It is not permitted to make videos or take photos on board the aircraft, except for photos and videos for personal use. Nor is it permitted to make videos or take photos of the crew on board the aircraft, unless the crew member has consented in advance.

- 7. 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.

- 8. 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 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.

Article XIV. **Liability**

1. General

- a. Carriage under these 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 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 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 Booking Confirmation 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 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. The Passenger must prove the actual Damage. On determining the Damage concerning the luggage, the current value at the time of loss or damage to the luggage applies.
- c. 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(6). 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.
- d. 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.
- e. Carrier shall under no circumstances be liable for the loss of or damage to Baggage of which the Carriage is prohibited.

- f. 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.

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.
3. If the booked flight is carried out by Transavia France S.A.S., the following applies: if the Passenger has submitted a complaint to Carrier and has received no satisfactory response within a period of 60 days, then the passenger may contact the Ombudsman of tourism and travel in France, whose data and competencies are available on the website: www.mtv.travel (only available in French).
4. Dissatisfied about how your complaint was handled? You can also submit your complaint to an arbitration committee through the ODR platform at <http://ec.europa.eu/consumers/odr/>.

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 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 Booking Confirmation. 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 Booking Confirmation, 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 Conditions of Carriage do not apply to Charter Carriage:
Article III(1), (2) and (4);
Article IV(2);
Article V(1) and (2)
Article X.

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. Denied Boarding Compensation in accordance with EU Regulation 261/2004 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 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 Booking Confirmation which is blacklisted as lost, stolen, fraudulent or otherwise suspicious;
 - f. the Passenger failed to present himself/herself at the gate in time.
3. 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.
4. Further particulars on DBC shall be supplied by Carrier on request.

Address for visitors:
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The Netherlands

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Address for visitors:
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