

## **GENERAL CONDITIONS FOR RESERVATION AND PURCHASE ON LINE**

This document constitutes a contract between Vacaciones eDreams and the user. If you wish to contact us concerning any aspect relating to the general conditions, send an e-mail to

[customer-service-ph@edreams.com](mailto:customer-service-ph@edreams.com)

Responsibility of Vacaciones eDreams

The acceptance by the User of the following limitation of responsibilities is an essential element for Vacaciones eDreams to carry out the issue of airline tickets.

The purchase of airline tickets through this site, which is Vacaciones eDreams property, implies complete agreement to and acceptance of all and each of the general and special conditions by the client.

We operate as a travel agent, which means that we act as agents of third parties, our suppliers, such as airlines, wholesalers, hotel central reservations centres, couriers' companies, car hire headquarters, and insurance companies. Consequently, this contract is formed between the user and the supplier

Seeing that the service contract is made between the user and the supplier, any consultation or claim concerning the product should be communicated to the supplier. We will assist you whenever necessary: please e-mail us at [claims-ph@edreams.com](mailto:claims-ph@edreams.com). We are at your disposal for any query or suggestions.

In case of modification to the information which you have supplied or in case of incomplete information has been sent to the travel agent, it is your responsibility to inform us of this through the channels provided by Vacaciones eDreams

The User declares that he is an adult and that he has the legal capacity to acquire the services offered through the Web Site of Vacaciones eDreams.

## **FLIGHTS/AIRLINE TICKETS:**

### **PURCHASE FROM WEB SITE**

Any reservation made through our web page is transformed into a purchase at the end of the process, with the reservation number which is supplied to each client when the reservation is concluded. At that time, eDreams will apply all the conditions of the fare, which are imposed only by the airline company which is the owner of the airline ticket, and to which all travel agencies are obliged to submit, independently of the fact that they are carrying out the reservation procedures.

From that time, eDreams will proceed to receipt of funds and the issue of documentation.

You should have confirmed in advance the conformity of the names and surnames of the persons who will use the ticket, as well as the dates, flights, fares and conditions. Vacaciones eDreams is not responsible if you do not receive the confirmation e-mail in case of problems generated by your e-mail service or server. We remind you that in the course of the 24/48 hours following the reservation, you must check your emails. We also inform you that one of our travel agents will give advance verification of your reservation and will ensure that all the necessary information is in our possession before issuing your ticket. If we do not succeed in reaching you or if we do not receive the requested documents, either by fax or by e-mail, your reservation may be cancelled.

If at the time of seeking payment from your credit card, the banking institution refuses the transaction, we will inform you of the problem by e-mail and we will ask you to confirm the information supplied. If there is no reply from you, the reservation will be automatically cancelled

If everything is correct and the payment is made by Credit Card, we will proceed to

debit the cost of the ticket and send you a confirmation e-mail. **Do not go to the airport before you have received the second confirmation e-mail from eDreams.** This second e-mail will be sent to you once we have confirmed that the reservation has been correctly realised and that your card has accepted the payment in full. If the payment is made by Wire transfer, this will be processed in the same way as the payment by credit card and eDreams will send an e-mail with all the information concerning your reservation.

#### **LOW COST (Price search engine)**

eDreams offers you its "DreamFinder" service to help you find the best offers, including the regular flights from Low Cost companies, for your destination and the selected dates.

These tickets are not issued by eDreams, but directly by the Low Cost airlines, who are responsible for the information received and of the proposed service.

You will receive a confirmation e-mail from eDreams when the airline has confirmed your reservation, with the details of your flight and the information you need to check-in.

No debit will be made from your card until your reservation is confirmed.

By purchasing a Low Cost flight using our DreamFinder service, you will see two debits on your card: the price of the ticket and an amount for the cost of using the DreamFinder service. The total price indicated includes both these debits.

If you wish to make modifications, you must contact the Low Cost airline directly -we will give you the contact information on the first confirmation e-mail. eDreams may not make modifications or offer reimbursements for these reservations.

In case of changed times or cancellations, the airline will be solely responsible.

#### **CROSSFARING**

This type of reservation is compound of two independent tickets, one for the outward journey and one for the return journey.

The conditions for cancellation, modification and reimbursement of each of these tickets are independent and they vary according to the fare chosen and the company used.

#### **FARES**

We will always show you the breakdown of the total amount (Basic fare, Airport taxes and Service fees). Airlines may modify at any moment and without advance notice the amount of any fare as well as the conditions of application, etc. Your fare will be guaranteed as soon as you have completed the purchase and the issue of the tickets and the payment have been carried out.

Cheapest fare: If the purchaser selects the 'cheapest' fare, unless there is an indication to the contrary, this will be a fare with limitations for which no modification is permitted, and for which there is no reimbursement in case of cancellation. This means that it is not permitted to use the ticket in any manner different from that decided in the contract, for example using a return flight without having used the outward flight beforehand.

Most fares subjected to conditions **DO NOT ALLOW** reimbursement, exchange or modifications, or are associated with handling fees for these services.

Modifications of names in the reservations of tickets **ARE NOT** permitted. For this reason, we ask you to pay particular attention when you write the names and surnames of the passengers, which must correspond to the identity documents presented at the airport on the day of the flight. If the information on the ticket does not correspond to that on the identity documents presented, the right of boarding may be refused. If you need to

modify the name or surname on a ticket, we have to cancel the reservation and issue a new ticket (if your ticket allows this).

Depending on the type of fare, service, offer, etc., you can make your reservation for one-way or return flights. Remember that for some special fares if you do not use

the coupon for the outward flight, the return flight will be cancelled automatically.

### **SERVICE FEES AND FEES FOR THE ISSUE OF TICKETS**

Starting on 1 January 2004, Vacaciones eDreams will charge service fees for the purchase of tickets from airline.

Additional fees will be added in the following cases: -requests for modifications or reimbursements will lead to handling fees of 20 GBP per person.

Service fees include fees for the handling and issue of tickets. These fees are not returnable under any circumstances and are independent of the fare selected by the purchaser. They will be repeated in case of modifications and reimbursements, if the fare allows these (except in cases where these were not done at the initiative of the purchaser).

### **AVAILABILITY OF RESERVATIONS AND AGREEMENTS BETWEEN AIRLINE COMPANIES**

We must inform you that certain airlines do not update availability in real time through Amadeus (the reservations system to which our system is connected).

Although we try to maintain real-time information about availability, it may happen from time to time that the company refuses your reservation. As this is outside our control, we cannot be held responsible for these errors. In these cases, we will contact you within 24 hours (working days) to offer you an alternative solution.

The number of places available on each flight is determined by airlines.

It may also happen that the reservations system allows an automatic demand for places from airline companies which have no agreement between themselves, which makes it impossible to issue the ticket.

Vacaciones eDreams will inform the client within 24 hours (working days) to offer an alternative solution.

### **ELECTRONIC TICKET**

An electronic ticket is different from a 'normal' or 'paper' ticket, since it is recorded directly in the computer of the airline company via a reservation number. Vacaciones eDreams supplies you with this number on confirmation of the reservation.

With the electronic ticket, you save time and you gain flexibility. You no longer have to wait to receive the ticket by post. This ticket allows you to travel with no worries both before departure and during your journey because there is no risk of theft or loss. The electronic ticket is a free service and incurs no supplementary fee in comparison with the paper ticket.

Certain airlines do not allow the issue of electronic tickets yet.

An electronic ticket has significant advantages over a paper ticket:

- It is not necessary to send it by post and you do not have to wait for it or stay at home to receive it.
- Once we have confirmed your payment and sent you the invoice by e-mail, you have all you need to travel.
- No risk of loss.
- No use of paper, which is better for the environment.

To confirm the authenticity of the number, connect to one of the computer systems of the airline/s you are using and enter your reservation number and your name without spaces.

If your reservation number comes from Amadeus: <http://www.checkmytrip.com>

If you are using an electronic ticket, it is not necessary to supply any proof (i.e. paper tickets). All you need to do is to show this reservation number and the required ID to obtain the boarding card at the airline checking desk on the day of departure. **You will not receive any paper ticket, because you are using an electronic ticket!**

## UNACCOMPANIED MINORS

For unaccompanied minors over 5 and under 12 years of age, airlines demand the use of a child-care service. In some cases, this service has a cost, and we advise you to find out from the airline before you confirm the reservation.

For some airlines, infants under 5 years of age may not travel unless they are accompanied by an adult of at least 18 years of age.

Moreover, children travelling as unaccompanied minors must, like any other passenger, be in possession of the appropriate documents (passport, identity card, birth certificate or certified photocopy, as required) on all flights.

They must also fill in the form that will be issued at the airline check-in desk. The parents or guardians will also have to present the appropriate identification documents (identity card or passport)

## HEALTH DOCUMENTS AND INFORMATION

Every destination has its own characteristics when it comes to entry formalities, vaccinations, etc. and these also vary according to the nationality of the passenger. It is your responsibility to collect this information. No incident of any type whatsoever arising from the failure to respect these official rules will be held to be the responsibility of Vacaciones eDreams. We therefore advise you always to check the formalities to be respected for the chosen destination or for the transit countries, as well as the time you will need to carry out all the related procedures.

Without the necessary documents, you will not be allowed to travel. If you are not sure of the applicable regulations in each case, ask the embassies / consulates of the countries where you will be travelling to.

### **-Information and Documents for Passengers in Transit or with a destination in the USA**

In conformity with the requirements of the Government of the USA, airlines are legally obliged to allow the Office of Customs and Border Protection (CBP) of the USA to have certain information concerning the itineraries and reservations of passengers flying from or to or transiting the USA.

These data are principally used to prevent and combat terrorism, organized crime and other serious transnational criminal acts.

Since 26 October 2005, the Secretariat of the Department of Homeland Security of the United States of America requires that all passengers travelling to or via the United States should have a biometric passport, or if not, an optically read old-style passport with a visa. For an optically-read passport, a visa is necessary according to the date of issue of the passport:

- If your optically-read passport was issued before 26 October 2005: **you must be in possession of a special visa** (to be requested from the U.S. consulate).

-If your optically-read passport was issued after 26 October 2005: it is sufficient for entry to U.S. territory.

Also, minors who are citizens of the countries in the Visa Waiver Program (VWP) and whose names are recorded in the passports of their parents may no longer travel to the USA with these passports. They must now have their own passports.

**We draw your attention in particular to flights with a destination in a third country which make a stop-over in the USA.** The passport/visa requirements described above, will also apply in the case of a stop-over.

We inform you that airlines are obliged to examine exhaustively the papers of all the passengers and to refuse their boarding if they do not match these new requirements. Vacaciones eDreams declines all responsibility in case of refusal of boarding due to failure to meet any of the requirements indicated above.

## Further important Information on Documentation for entry into the USA.

Electronic system for pre authorization of trips to USA

In order to comply with instructions for the US Government, we inform you that all passengers regardless of nationality who are travelling to or transiting through the United States of America will need to obtain an electronic preauthorization from the 12 January 2009 onwards.

Below is the link where you will be able to complete the process for obtaining the electronic preauthorization:

<https://esta.cbp.dhs.gov/>

The majority of applications will get one of three responses within seconds:

1. Authorization approved: Trip is authorized
2. Trip not authorized: The traveler should obtain a non immigrant visa en a US Embassy or Consulate before traveling to USA
3. Authorization pending: The traveler will need to check back with the consular website within 72 hours in order to find out the final decision

Please note that this authorization is not a guarantee of entry into the USA at a point of entry. The authorization itself only allows a traveler to board transport in order to travel to the USA under the Visa Waiver Program.

After 12 January 2009, those travelers using the Visa Waiver Program who do not request or receive a preauthorization to travel may be refused boarding, experience a slow processing or denial of entry at point of entry to USA.

Vacaciones eDreams will not be responsible for any additional costs to this booking incurred as a result of a denied preauthorization to travel.

### **IMPORTANT:**

If you have questions on the documents required to travel to or via the USA, you should contact the Embassy of the United States in your country.

For any question about visas, you may also contact to the Embassy of the United States directly by e-mail, at [usvisa@state.gov](mailto:usvisa@state.gov)

### **-Flights with electronic ticket (e-ticket) to the United States**

Using your reservation number, go to the page <http://www.checkmytrip.com> and print out your itinerary.

The Electronic Expense Receipt or receipt for the e-ticket may be required according to the norms of security in force in the United States. We recommend you to print the documents indicated and the confirmation e-mail, and attach them to your travel documents.

### **-Presentation of Identity card/Passport on all Flights**

In conformity with the instructions of Civil Aviation authorities, all airlines demand from their passengers the presentation of an Identity Card or Passport on all flights and according to the destination concerned.

**The objective of this new norm is to confirm that the identity of the passenger corresponds to the data on his or her ticket and boarding card**

and this applies to all flights, regardless of destination.

These documents will also be required at check-in desks (if these are used) and at boarding gates. If registration has been made via on-line *autocheck-in* or via the *autocheck-in* machines, you will have to present your documents at the boarding gate.

So as to respect these rules, **airlines will refuse boarding** to persons who do not present these documents or whose identity does not correspond to their boarding card.

### **AIRLINE REGULATIONS:**

Vacaciones eDreams, as a travel agent, acts as an intermediary between its own

clients and the airlines. It is the airlines who dictate the various regulations and norms applicable to your journey.

### **FEES FOR MANAGEMENT OF MODIFICATIONS, REIMBURSEMENTS AND RE-ISSUES.**

For all direct or indirect reimbursements solicited by the passenger, and permitted for the fare applied, eDreams will apply handling fees which will be added to any fees that may be charged by the airline.

In addition to any fees that may be charged by the airline for any voluntary modifications or re-issues solicited by the passenger which will lead to modifications of dates, itineraries or names, and as long as the airline in question permits these, eDreams will apply handling fees of 20 GBP per person.

### **MODIFICATIONS**

In case of modification or cancellation, it is your responsibility to make contact with Vacaciones eDreams to inform us of this and so that we may inform you of the possibility of carrying out the operation as well as of the procedures to be carried out and of any penalties to be paid.

It is not possible to change the name or surname for a reservation or of a ticket. If you must change names or surnames, we will have to cancel the reservation and issue a new ticket (if your fare allows it).

You must send an URGENT e-mail notification to [modification-cancellation-ph@edreams.com](mailto:modification-cancellation-ph@edreams.com) and wait for one of our agents to confirm the cancellation or modification. Vacaciones eDreams will inform you of the cost of these modifications, as long as they can be made. We inform you that in case of unrestricted fares, failure to cancel will give rise to what is called a 'no show' and will cause the total loss of the right to a reimbursement.

For emergencies during the week-end, including modifications and cancellations, you must send an e-mail to [weekend-urgent-ph@edreams.com](mailto:weekend-urgent-ph@edreams.com) .

### **CANCELLATIONS**

Reservations are definitive and Vacaciones eDreams will issue the reserved tickets by using exactly the information stated by the client. That is why we ask you to check the dates, origin, destination and the names of the passengers with care since, when you make a reservation, you are stating your intention to purchase the ticket.

If you decide to cancel the operation, you may be subject to cancellation fees or, according to the norms of the fare dictated by the airline, no reimbursement may be possible.

The issue of tickets takes place within a period varying from 45 minutes to 24 hours after your order and this generally takes place automatically after confirmation of the payment by credit card or by bank transfer.

If you cannot travel, and according to the fare conditions on your ticket, you can request a reimbursement. If you have contracted Cancellation Insurance and if it applies to your case, you may use it.

### **REIMBURSEMENTS**

Reimbursements are only made and authorised by airlines and are subject to conditions. The cheapest fares, or 'Economic or Restricted' fares generally do NOT allow for reimbursement. So that you can enjoy a reimbursement in case of unforeseen events, Vacaciones eDreams recommends that you take out the Cancellation Insurance of Mondial Assistance. Vacaciones eDreams will charge fees for the reimbursement procedure in addition to any fees which the airline company may charge.

The passenger will have no right to any reimbursement if boarding was refused for

one of the following reasons:

- non-presentation of the required documents (passport, visa, certificate of vaccinations ...)
- Presentation of invalid or expired travel documents;
- Non-respect of the laws in force.

**METHOD OF PAYMENT:**

Payment for the tickets may be made by credit card.

If the payment is made by bank transfer, it is the responsibility of the purchaser to carry out the bank transfer and to send the proof of the transfer by fax to 0034 93 508 85 82.

Vacaciones eDreams will not issue tickets without having received the bank transfer and the corresponding confirmation. Airlines may modify the conditions for fares and they will set the limits of validity for reservations, and for this reason Vacaciones eDreams may not be held responsible for the maintenance of prices or for the availability of the fare chosen in case of any delay in payment. If the fare is no longer available, it will be necessary to make a new reservation

**RESERVATIONS MADE FOR THIRD PARTIES (i.e. the person who pays for the ticket is not one of the passengers)**

You may make a reservation even if you are not one of the passengers. Vacaciones eDreams reserves the right to examine and authorise (or not) this reservation.

**DELIVERY OF TRAVEL DOCUMENT**

Vacaciones eDreams works efficiently to enable FedEx (express courier for Vacaciones eDreams) to send customers their required travel documents. eDreams commits to do everything it can in the case of the documentation not being delivered, so that it is delivered before the customer's journey is set to commence.

The airline tickets can only be delivered to the following countries: Andorra, Austria, Belgium, the Czech Republic, Denmark (except the Faroe Islands), Finland, France (except Corsica, Reunion, Martinique, Guadeloupe, French Guiana, New Caledonia, Polynesia), Germany, Greece (except Argolis, Kefalonia, Zakynthos, Corfu, Thassos, Kithara, Lemnos, Hios, Samos, the Cyclades, the Dodecanese), Ireland, Italy (except Sardinia), Luxembourg, Monaco, the Netherlands, Norway, Portugal (except in Azores and Madera), Spain (except the Canary Islands, Ceuta, Melilla), Sweden, Switzerland, the United Kingdom (except in Shetland, the Outer Hebrides, the Channel Islands, the Isles of Scilly, Orkney, the Isle of Wight).

Vacaciones eDreams cannot guarantee the delivery if the customer has not provided sufficient information for the delivery. The airline tickets will be delivered to the address indicated by the customer during the booking process.

**IMPORTANT:** Somebody must be present at the indicated address on the day of delivery in order to receive the tickets. The deliveries will be made on working days (from Mondays to Fridays). If you cannot be at the address for the delivery, you will have to contact FedEx to agree another delivery date. Vacaciones eDreams is not liable for delays (delivery delays or service delays) for reasons beyond their control. Strikes, terrorism, war, transport problems, supply and production problems, fluctuations of exchange rates, governmental decisions, natural disasters, etc. are all circumstances which are beyond eDreams' control and eDreams is therefore not liable.

**RECONFIRMATION OF FLIGHTS:**

It is indispensable that you reconfirm your flight in 24 to 48 hours before your departure. You may do this by calling the airline. **Vacaciones eDreams may not be held responsible** for the modifications or cancellations which may arise from the non-respect of this obligation by a passenger.

**PRESENTATION AT THE AIRPORT:**



For domestic flights, presentation at the check-in desk must take place an hour and a half before the departure of the flight. For international flights, presentation must take place two hours before the departure of the flight.

For charter flights, the client is informed of the time and place for presentation when he or she receives the documents. Non-respect of this rule by the client will exonerate Vacaciones eDreams of any later claim.

**LOST TICKETS:**

In all cases, the instructions of the airline will be followed. In most cases, we will be able to make a re-issue and accept payment for the tickets at the same time as starting the reimbursement procedure, which could take up to 12 months. All the additional fees arising from these procedures will be the responsibility of the passenger.

In case of loss, the airline company will provide the passenger with a lost documents form or a discharge of responsibility for lost documents, which must be completed in order to solicit the corresponding reimbursement.

**DOUBLE RESERVATIONS:**

Our web site will not prevent you from making impossible reservations, like for example two flights on the same date to different destinations or a flight to a destination coupled with a night in a hotel at another destination on the same date. If a user makes this type of impossible reservation, Vacaciones eDreams is not responsible and the user will not be reimbursed.

**PRICES**

It will be permitted to review prices of products and services offered overseas through the web site of Vacaciones eDreams after modifications in transport fares, and after modifications due to fluctuations in the rate of exchange.

**WARSAW CONVENTION / INTERNATIONAL FLIGHTS:**

**TICKET FOR JOURNEY AND LUGGAGE RECEIPT**

If the passenger's journey ends or has a stopover in a country which is not the country of departure, the Warsaw Convention may apply. In most cases this limits the responsibility of the transporters in case of death or personal injury, as well as in case of loss of luggage or damages caused by this. Also consult the notices entitled 'Notice to International Passengers on the limitation of Responsibility' and 'Notice on the Limitations of Responsibility concerning Luggage'.

**CONTRACTUAL CONDITIONS**

1-. In the framework of this contract, 'ticket' means 'ticket for journey and luggage receipt', or Itinerary/Receipt as appropriate, if it is a case of an electronic ticket, and forms part of the present conditions and notices; 'transporter' means any air transporter who transports or undertakes to transport passenger or their luggage in virtue of this air travel contract, 'electronic ticket' means the Itinerary/Receipt issued for or in the name of the transporter, the Electronic Coupons and, if appropriate, also a boarding document; 'WARSAW CONVENTION' means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed in Warsaw on 12 October 1929, or this same convention as modified at The Hague on 28 September 1955, as appropriate.

**2-. The transport carried out in virtue of this contract is subject to the norms and limitations relating to responsibility established by the Warsaw Convention except where the transport is not 'international transport' according to the definitions of this Convention.**

3-. As long as they are not in contradiction with the preceding, any transport and other services carried out by each transporter will be subject to: 1) the provisions appearing on the ticket, 2) the applicable fares 3) the conditions of transport established by the transporter and the connected regulations which form part of this contract (and which may be consulted in the offices of the transporter), except in case of transport between a place in the United States or Canada and any other place outside these countries, in which case the norms in force in these countries will be applied.

4-. The name of the transporter may appear in abbreviated form on the ticket as long as the complete name and its abbreviation appear in the manuals, the conditions of transport, the



regulations or the timetables of the transporter; the address of the transporter is that of the airport of departure which appears on the ticket opposite the first abbreviation of the name of the transporter; the stop-offs agreed are the places indicated on this ticket or which appear in the timetables of the transporter as the stop-overs foreseen in the itinerary of the passenger; the transport to be undertaken in virtue of this contract by various successive transporters will be considered as one single operation.

5-. The transporter who issues a ticket for transport on the lines of another transporter is only acting as the agent of the latter.

6-. Any exclusion or limitation of responsibility of the transporter will apply and will benefit his agents, employees and representatives, and any person who will use the aircraft of the transporter for transport as well as his agents, employees and representatives.

7-. Registered luggage will be returned to the bearer of the luggage receipt. In case of damage to luggage during international transport, a claim must be presented in writing to the transporter immediately after the damage has been discovered and no later than seven days after the date of delivery. In case of delay, the claim must be presented within 21 days after the date of delivery of the luggage. Consult the manuals or applicable conditions for non-international transport.

8-. The ticket is valid for one year counting from its date of issue, except if stipulated otherwise on the ticket itself, in the transporter's price lists, in the conditions of transport or in the applicable regulations. The fare for the transport effected in virtue of the present contract is subject to modification before the beginning of the journey. The transporter may refuse to carry out the transport if the applicable fare has not been paid.

9-. The transporter undertakes to make all possible efforts to transport the passenger and his luggage in a reasonable time. The hours indicated in the timetables or elsewhere are not guarantees and do not form part of this contract. In case of need and without advance warning, the transporter may be replaced by other transporters, use other aircraft and modify or suppress the stop-overs foreseen on the ticket. The timetables are subject to modification without advance warning. The transporter does not take responsibility for guaranteeing changes

10-. The passenger should respect the formalities of the authorities for the journey and present the documents for departure, arrival or any other document required. He or she should arrive at the airport at the time indicated by the transporter or, if no time is fixed, allowing sufficient time to complete the necessary procedures before departure.

11-. No agent, employee or representative of the transporter has the necessary authority to alter, modify or cancel any of the provisions of this contract

**NOTICE TO INTERNATIONAL PASSENGERS ON THE LIMITATION OF RESPONSIBILITIES**  
eDreams informs passengers who are making journeys where the destination or one or several stop-overs is situated in a country which is not the country of origin of their flight that the provisions of the Warsaw Convention may apply to the totality of their journey, including any part of this taking place entirely inside the country of origin or of destination. For passengers travelling to or from or with a stop-over foreseen in the United States, this convention and the special conditions for transport included in the applicable tariffs establish that the responsibility of the transporters who have subscribed to these special contracts is limited for the most part to the case of death or personal injury of the passengers, to the proven damages, which may not exceed US\$ 75,000 per passenger\* and the responsibility to the limit mentioned will not depend on negligence by the transporter.

In the case of passengers who travel using the services of a transporter who has not signed this special contract or who are making a journey which does not begin, terminate or have any foreseen stop-over in the United States, the responsibility of the transporter for death or injury of a passenger is limited in most cases to US\$ 10,000 or 20,000.

The names of the transporters who have signed these special contracts are available to the public in all the offices for sale of tickets of these transporters and may be examined on demand. In general, it is possible to obtain supplementary protection by taking out an insurance policy with a private company of the sector. This insurance is not subject to the limitations of the responsibility of the transporter derived from the Warsaw Convention or these special transport contracts. To obtain complementary information, please consult your airline or your insurance company.

\*Note.- Costs and fees are included in the limit of responsibility to US\$ 75,000, except in the case of demands presented in States, where the courts fix these costs and fees separately. In these cases, the limit will be US\$ 58,000, exclusive of costs and fees.

#### NOTICE OF LIMITATIONS OF RESPONSIBILITY FOR LUGGAGE

Responsibility for loss, delay or damage to luggage is limited unless a higher value has been declared and additional fees have been paid. For the majority of international journeys (including the domestic parts of international flights), the limit of responsibility is around US\$ 9.07 per pound (20.00 US\$ per kilogram) for registered luggage and US\$ 400 per passenger. For certain types of articles, one may declare a higher value. The transporters do not assume responsibility for fragile, valuable or perishable articles. You may obtain further information from the transporter.

#### **DANGEROUS ARTICLES:**

For reasons of security, it is forbidden to transport dangerous articles in luggage -such as:

- Compressed gases: (intensely refrigerated, inflammable, flammable and toxic) such as butane, oxygen, liquid nitrogen or bottles of compressed air for underwater diving.
- Corrosive agents: such as acids, alkalis, mercury or wet electric batteries.
- Explosives: munitions, fireworks and Bengal matches.
- Inflammable liquids and solids such as fuel, matches, paints, solvents and lighters
- Radioactive materials, and bags or cases with built-in alarm systems.
- Oxidising materials such as calcium chloride or peroxides.
- Poisons and infectious substances such as insecticides, herbicides and living viruses.
- Other dangerous articles like magnetised, noxious or irritating materials.

It is possible to transport limited quantities of medicines and toilet articles necessary for the journey such as aerosols for the hair, and perfumes or medicines containing alcohol. A large number of the articles mentioned may be transported as merchandise if they are packed according to the norms. Ask for further information if you wish.

#### NOTICE ON THE CANCELLATION OF PLACES

If you have a place duly reserved and for one reason or another, you cannot use it, we ask you to cancel it, either in person by telephone, or through your Travel Agent. This will allow another passenger to use your place, without the seat staying empty, and you will avoid a possible penalty for not having cancelled your reservation in time.

#### YOUR ARRIVAL AT STOP-OVERS

We ask all passengers to confirm on arrival their reservations for the following stages of their journey or for their return journey, and to communicate their temporary address to the transporter so as to allow him to warn passengers of any information which might be of interest to him.

**Hand luggage –Important Notice** As a precaution and security measure, you are only allowed to take into the cabin one single item of hand luggage whose dimensions (width + length + height) do not exceed 115 cm.

You may also carry the following objects:

- One hand bag or small document case
- An overcoat, cape or travelling blanket
- An umbrella or cane
- A pair of crutches
- A small camera or pair of binoculars
- A travelling cradle or totally foldable push-chair, which will normally be transported free of charge in the luggage hold.

#### NOTICE TO PASSENGERS REFUSED ON BOARDING

'The Regulation CE no. 261/2004 of the European Parliament and Council of 11 February 2004 establishes common norms relating to a system of compensation for refusal of boarding in regular air transport. The norms followed by the Company for the boarding of the passengers in the case of a flight presenting an excess of reservations will be at the disposal of the public in the offices and at the check-in desks of the air transporter. Also, the air transporter will supply each of the passengers who have been turned away from boarding a form where the norms of compensation for refusal of boarding will be indicated.'

#### NOTICE TO PASSENGERS ON OFFICIAL TAXES AND DUTIES

The price of this ticket may include taxes and duties which have been established for air transport by the governmental authorities. These taxes and duties, which may make up a significant part of

the cost of the air transport, may be included in the fare or set out separately in the "TAXES/DUTIES/CHARGES" section of the ticket. We may also ask the passenger to pay any taxes or duties which have not been covered in advance.

### **RIGHTS OF THE PASSENGERS IN CASE OF REFUSAL OF BOARDING AND CANCELLATION OF THE FLIGHT**

If you are refused boarding or your flight is cancelled, the company responsible for the flight is obliged to indemnify and assist you. If you have carried out registration within the prescribed time, you may demand these rights for all flights, including charters: -with departure from an airport of the EU or

– with arrival at an airport of the EU from another situated outside the EU if the flight is being handled by a company in the EU.

#### **Refusal of boarding**

When the number of passengers exceeds the number of places available, the airline company must first of all ask whether there are any volunteers ready to give up their places in exchange for compensation, which must include either reimbursement of the amount of the ticket (with a free return ticket to the first place of departure, if necessary) or the offer of alternative transport to the final destination. If there are no volunteers, the company should pay compensation of:

- 600 Euros for flights of more than 3,500 km carried out outside the EU

- 250 Euros for flights of less than 1,500 km

- 600 Euros for flights of more than 3,500 km carried outside of the EU

The compensation could be reduced by half if the delay is not greater than 2, 3 or 4 hours, respectively.

The company should:

-allow a choice between reimbursement of the amount of the ticket (with a free return ticket to the first place of departure, if necessary) and an alternative means of transport towards the final destination, and

– offer a free meal and drinks and lodging in a hotel if necessary (including travel) as well as facilitating means of communication.

#### **Cancellation of flights.**

When the flight is suspended, the airline must:

-allow a choice between reimbursement of the amount of the ticket (with a free return ticket to the first place of departure, if necessary) and an alternative means of transport towards the final destination, and

– offer a free meal and drinks and lodging in a hotel if necessary (including travel) as well as facilitating means of communication.

The airline must also offer compensation, in quantities equal to the quantities due, in case of refusal of boarding, unless it has communicated the cancellation sufficiently in advance and offered alternative transport with a timetable close to that initially proposed.

***Compensation or reimbursements will be paid in cash, by bank transfer or cheque, or, with a previous agreement signed by the passenger, in travel vouchers, and this will be carried out within 7 days. If these rights are refused, you must immediately present a claim to the company responsible.***

#### **Grand delays**

##### **Immediate assistance**

If you register for all flights, including charters, within the prescribed delays,

-with departure from an airport in the EU or

- with arrival at an airport in the EU from another airport situated outside the EU, if the flight is handled by an EU company,

and the company organising the flight foresees a delay: - of 2 hours or more for flights of less than 1,500 km - of 3 hours or more for longer flights carried out to inside the EU and for other flights between 1,500 and 3,500 km.

- of 4 hours or more for flights of more than 3,500 km carried out outside the EU, this company is obliged to offer you a meal and drinks, and lodging in a hotel if necessary (including travel) as well as facilitating means of communication.. When the delay is 5 hours or more, the company should also offer you reimbursement of the amount of the ticket (with a free return ticket to the first place of departure, if necessary).

*If these rights are refused, you must immediately present a claim to the company responsible.*

### **Later claims**

If the company responsible for the delay of a flight, at any place in the world, is a company from the EU, you may claim up to 4,150 DEG for the prejudice suffered. If the company does not agree with the claim, you can choose recourse to the courts. You may make a claim against the company which sold you the flight or the company operating the flight, if these are not the same.

### **RESTRICTIVE MEASURES FOR LIQUIDS CONTAINED IN CABIN LUGGAGE**

For security checks, you must now present separately, sealed in a transparent plastic bag with a format of about 20 cm by 20 cm, your bottles and tubes of 100 ml maximum each. So as not to slow down the security procedures and to avoid having your products confiscated before boarding, it is important that you read this information.

#### **A PIECE OF ADVICE**

Put as many things as you can in luggage for the hold and only keep what is absolutely indispensable for your journey in your hand luggage.

#### **WHAT YOU NEED TO KNOW.**

What flights are concerned?

- All flights leaving from airports in the European Union (as well as those in Norway, Iceland and Switzerland), whatever their destination, including internal flights, and whatever the nationality of the airline company.
- Transit passengers If your first flight comes from a country of the European Union and your second flight departs from a European airport (plus Norway, Iceland and Switzerland): You may make in-flight purchases and purchases in the airport shops. These will then be securised in a sealed plastic bag.
- If you have a later change in a country outside the European Union: You must inform yourself in advance, from the airline, about any restrictions that will be imposed.
- If your first flight arrives in a country outside Europe and your second flight departs from a European airport (plus Norway, Iceland and Switzerland): We advise you, before departure, to place all your liquids in your hold luggage, including those bought in the shops of airports outside the European Union; if not they will be confiscated during the security control during your transfer, except for those contained in sealed plastic bags of about 20 cm x 20 cm.

Which products are prohibited?

- Liquids, aerosols, gels and pastes: mineral water, perfumes, drinks, lotions, creams, shower gels, shampoo, mascara, soups, syrup, toothpaste, liquid soap, deodorant...

What is the maximum size of each bottle or tube the may be taken into the cabin?

- No container may exceed 100 ml.

What is the maximum size for the plastic bag?

- This transparent plastic bag (type freezer bag) should measure about 20 cm by 20 cm. One bag may contain several objects, tubes, bottles and aerosols.

How can I get this plastic bag?

- You can find this plastic bag (type freezer bag) in shops and supermarkets. Most European airports also offer these bags on the spot. However, this is a service offered to passengers and not an obligation, so it is therefore not guaranteed that these bags will be available everywhere and always. We advise you of make provisions before departure.

What exceptions are authorised?

- Liquid medicines. You may take into the cabin liquid medicines (insulin, syrups...) as long as you present the security staff with written proof, or a prescription in your name. There is no restriction for solid medicines (tablets and capsules).
- Liquid food for babies. There is not restriction on these products. Remember to take resealable containers: you might in fact be asked to taste these foodstuffs!

#### **PASSING THROUGH THE SECURITY CONTROL:**

Remove your jacket or coat.

Present separately:

- All your large electrical devices: portable computer, large digital camera, DVD player, etc.

- Your transparent plastic bag containing your bottles and tubes.
- Your medicines accompanied by a prescription or written proof.
- Your baby food.
- Your purchases from the airport shops which have had to be put into plastic bags and sealed by the vendors. Attention: not all shops offer these bags. Check before you make your purchases.
- Purchases of liquids made after the security control are made freely subject to the customs limitations. Attention however to transfers: enquire before all purchases.

**REMEMBER**

In general, place all your liquids in your hold luggage, except for products which are absolutely indispensable during the flight. If you are travelling without hold luggage and only with cabin luggage, you should place your liquids in a plastic bag of freezer bag type of about 20 cm x 20 cm.