

SPECIAL TERMS AND CONDITIONS FOR GROUP BOOKINGS

with Air Berlin PLC & Co. Luftverkehrs KG, NIKI Luftfahrt GmbH and Belair Airlines AG

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1. SCOPE, PRIORITY OF SPECIAL TERMS AND CONDITIONS

- 1.1 These Terms and Conditions apply exclusively to group tours that have been booked by an applicant via the Groups Department at Air Berlin PLC & Co. Luftverkehrs KG (hereinafter referred to solely as: airline) for flights of the airberlin group (Air Berlin PLC & Co. Luftverkehrs KG, NIKI Luftfahrt GmbH, Belair Airlines AG). A group booking is deemed to be the booking of carriage by air for which a minimum of 10 persons on a transaction key / PNR (excluding infants under two years old) have a joint flight to one travel destination. This applies exclusively to bookings confirmed in G-Class by the airberlin group department.
- 1.2 In addition the General Terms and Conditions of Carriage (hereinafter only: GTCC) of the airline apply. If the provisions contained in the GTCC diverge from these Special Terms and Conditions for Group Bookings, the Special Terms and Conditions shall take priority.

2. PAYMENT OF OPTIONAL SERVICE CHARGE

For all group bookings directly booked via the airline the optional service charge is paid out in the month after overall payment.

3. SPECIAL TERMS OF CANCELLATION FOR FLIGHTS BOOKED AT A GROUP RATE

A group rate, instead of the general JustFly, FlyDeal, FlyClassic and FlyFlex/FlyFlex+ fare, applies to group bookings and is subject to the following conditions:

- 3.1 For group rates the following divergent terms of cancellation apply to the cancellation of short-haul, medium-haul and long-haul flights. The flight route definitions as set out in the GTCC of the airline shall apply.
- 3.2 Subject to the provisions in article 3.4 the size of the group may be reduced by a maximum of 10 % free of charge until 14 days before departure.
- 3.3 If a flight booked at the group rate is not taken or is cancelled, the airline shall be entitled to charge the following per person and booking, but at least 25.00 EUR:
 - 25 % of the fare until 31 days prior to departure
 - 50 % of the fare until 14 days prior to departure
 - 100 % of the fare from 13 days prior to departure

- 3.4 The minimum group size of 10 passengers must be maintained. If the minimum group size is not reached, the airline shall be entitled, instead of the cancellation policy provided in subclauses 3.2 and 3.3 to charge 100 % of the fare per person until the minimum group size of 10 passengers is reached.
- 3.5 In all the above-mentioned cases both standard savings in expenditure and potential alternative utilisation of the service booked are taken into account.
- 3.6 Under German law, the applicant is entitled to prove that no claim for remuneration or compensation of expenses has arisen or that the amount involved is significantly less.
- 3.7 The above provisions also apply if the customer does not reach the aircraft at the stipulated time or is not permitted on the flight on account of incomplete travel documents.

4. SPECIAL TERMS OF REBOOKING FOR FLIGHTS BOOKED AT A GROUP RATE

- 4.1 When a flight booked at a group rate is rebooked, the difference between the original and the higher fare is payable; a flight may be rebooked to one with a lower fare, but the original fare will continue to apply. In addition there will be a rebooking charge of 75 EUR per person (75.00 USD / 75.00 CAD per person for group tariffs displayed in the currency USD or CAD) for short-haul and medium-haul flights, of 130 EUR per person (130.00 USD / 130.00 CAD per person for group tariffs displayed in the currency USD or CAD) for long-haul flights in the economy class, and of 240 EUR per person (240.00 USD / 240.00 CAD per person for group tariffs displayed in the currency USD or CAD) for long-haul flights in the business class. With regard to flights departing from USA / Canada a rebooking charge of 275.00 USD / CAD per person shall apply. In all aforementioned cases, a rebooking can only be made for the complete group
- 4.2 Subclauses 3.5 and 3.6 shall apply accordingly in all the above-mentioned cases.

5. COST REFUNDS FOR REBOOKING AND CANCELLATION

If the scope of cancellations or rebookings with regard to a group booking reaches a level of 20 % or more of the seats booked, the airline shall be entitled, instead of the payments set out in subclauses 3.3 or 4.1 to demand 100 % of the net fare per person for all cancellations or rebookings, irrespective of the time at which those cancellations or rebookings are made. In such cases subclauses 3.5 and 3.6 shall also apply accordingly.

6. MISCELLANEOUS

In the event of one or more provisions of these Terms and Conditions being ineffective, the effectiveness of the remaining provisions shall not be affected.