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# General Terms and Conditions of Carriage (GTACC)

General Terms and Conditions of Carriage (GTACC) of Air Berlin PLC & Co. Luftverkehrs KG

## 1. Definitions

### **Airline**

Airline means the air carrier with which the contract of carriage is concluded. This is Air Berlin PLC & Co. Luftverkehrs KG (hereinafter "**airberlin**").

### **Airline Designator Code/Call Sign**

The Airline Designator Code/Call Sign is the two or three letter code which identifies an air carrier.

### **Code Sharing**

Code Sharing refers to carriage by another airline than the Airline, with which a contractual agreement has been reached for said carriage.

### **Dangerous Goods**

Dangerous Goods are those defined in the IATA Dangerous Goods Regulations (IATA-DGR) in their latest amended version. These can be inspected and downloaded at [www.airberlin.com/IATA-DGR-en](http://www.airberlin.com/IATA-DGR-en).

### **Fare**

Fare refers to the price to be paid by the person booking, including all taxes, charges and fees, including the price terms for the flight in question, e.g. in the event of a rebooking or refund.

### **Flight Coupon**

The Flight Coupon is a portion of the Passenger's Ticket that indicates which destinations the Coupon allows carriage to.

### **Force Majeure**

Force Majeure is an event that occurs outside the scope of business operations, caused by natural forces or third-party actions, which is almost unforeseeable according to human judgement and experience, and which cannot be prevented even by the employment of extreme care.

### **Infants**

Infants are children under 2 years of age.

### **Long Haul**

Long Haul flights are all flights between Europe and the parts of the Russian Federation to the east of the Urals / Central Asia / South-East Asia / the Far East / the Pacific / North, Central or South America / the Caribbean / Central Africa / the south of Africa / the Gulf States, with the exception of Iraq and Iran.

### **Operating Air Carrier**

The Operating Air Carrier is the airline executing the booked flight or portion of a route for the Airline.

### **Passenger**

Passengers are all persons, with the exception of the crewmembers, who are being or are to be transported in an aeroplane on the basis of their Ticket and a valid contract for carriage.

### **Rerouting**

The issuance of a new Ticket covering transportation to the same destinations, but via a different routing than that designated on the Ticket or portion thereof held by the Passenger, or the redemption of the Ticket or portion thereof held by the Passenger for transportation to the same destination stipulated on it, but via a different route than that designated on it.

### **SDR**

A special drawing right as defined by the International Monetary Fund.

## **Short and Medium Haul**

Short and Medium Haul flights are all domestic German and European flights, including the Russian Federation to the west of the Urals and Caucasus, and flights between Europe and northern Africa / Turkey / the Canary Islands / the Azores & Madeira / Israel / Iraq / Iran / Syria / Lebanon / Jordan.

### **Ticket**

The document issued by the Airline, electronically or on paper, including all of its Flight Coupons, passenger coupons and other coupons that provide for the carriage of the Passenger and their luggage.

## **2. Scope of Application**

2.1 These General Conditions of Carriage apply to contracts concluded for the carriage of passengers and baggage, including associated services, by the airlines, with the exception of flights to and from Canada and USA, for which the general conditions of carriage for travel to and from Canada and the USA (GTACC Canada/USA) apply. As far as flights to and from Canada and USA are not covered by specific provisions in the GCC Canada/USA, the provisions of these General Conditions of Carriage apply. If even one departure or arrival among several flight segments is in the US, the GTACC Canada/USA find priority application for the journey overall.

2.2 In the event of a Code Sharing or other type of flight booking by which the Operating Air Carrier is not identical to the Airline, the general conditions of carriage of the Operating Air Carrier shall apply in addition to these General Terms and Conditions of Carriage. Should the terms of the Operating Air Carrier differ from the wording of these GTACC, the terms of the Operating Air Carrier applicable in each case shall have priority. The General Conditions of Carriage of other Operating Air Carriers may contain more far-reaching restrictions on carriage which vary from these GTACC. Additional information hereto can be found at [www.airberlin.com/codeshare](http://www.airberlin.com/codeshare). The Operating Air Carrier will issue further information.

## **3. Booking**

### **3.1 Contact Details for Notification and Information**

All notifications and information are processed by the airberlin Service Centre. This is reachable by telephone: +49 (0)1806 334 334, by fax +49 (0) 30-4102 1003, by e-mail: [serviceteam@airberlin.com](mailto:serviceteam@airberlin.com) or by post: Air Berlin PLC & Co. Luftverkehrs KG, Service Team, Saatwinkler Damm 42-43, 13627 Berlin, Germany.

### **3.2 Contract of Carriage**

3.2.1 For all offers for flight bookings bookable on the Internet at [www.airberlin.com](http://www.airberlin.com) or at other authorised Internet booking sites, the Contract of Carriage between the Airline and the booking party comes into existence upon clicking on the "Book now" button – or some similarly marked button – and the subsequent appearance of a summary of the booking data on the screen (online booking confirmation). The booking party can immediately store or print out the booking confirmation. It will also be automatically sent to the indicated contact e-mail address of the booking party within 24 hours, for information purposes.

3.2.2 With respect to written booking procedures and booking procedures conducted by e-mail, fax or in person, the Contract of Carriage comes into existence upon receipt of the booking confirmation, and in case of telephone booking, upon spoken notification by telephone of the confirmation of the booking.

3.2.3 In all cases, the correct first name and family name of the Passenger must be provided during the booking procedure, and this must match the name as shown on an official photo ID or substitute document.

3.2.4 After booking, every booking party shall receive a booking confirmation/booking number and is responsible for ensuring that it is safely stored and protected from third-party access.

3.2.5 Upon finalisation of the booking, the booking party grants consent to receive an invoice from the Airline for the flight booking in electronic format. However, should the booking party want an invoice in hard copy, he/she must inform the Airline using the contact details mentioned under section 3.1.

3.2.6 The extraction of booking data from the websites [www.airberlin.com](http://www.airberlin.com) or [www.flyniki.com](http://www.flyniki.com) using automatic systems, software, robot applications or other technical means (e.g. screen scraping) is prohibited

### **3.3 Ticket**

3.3.1 The Airline or an Operating Air Carrier will only transport the Passenger upon presentation of a Ticket made out to the name of the Passenger (generally an electronic ticket). The terms of section 6.3 remain unaffected in such case.

3.3.2 Tickets are not transferable.

3.3.3 Passengers are responsible for ensuring that Tickets issued to them are safely stored and protected from unauthorised third-party access.

3.3.4 In as much a Ticket was booked that requires the observance of a predetermined chronological order of the use of the individual Flight Coupons, and the Passenger deviates from this chronological order, the Airline will charge the price that would have applied at the time of booking the actual route taken. If this price is higher than for the route if it had been flown in the prescribed chronological order, the Airline can make any further carriage of the Passenger dependent on payment of the additional amount. In case of bookings made by customers with place of residence in Austria, the Airline shall not make carriage depend on payment of the additional amount if the Passenger is prevented from using the Flight Coupons in the chronological order due to Force Majeure, illness or any other reasons for which he is not responsible, and the Passenger informs the Airline as soon as he becomes aware of the circumstances beyond his control by providing suitable proof of these circumstances.

### **3.4 Rebooked Flights**

3.4.1 A rebooking occurs if, at the booking party's request:

- for a flight booked at an EconomyClassic Fare, the date of the flight, the destination or a departure and/or arrival airport is changed after the Contract of Carriage has been concluded and before each departure date, or
- in the case of a flight booked at an EconomyFlex Fare, the destination or a departure and/or arrival airport is changed after the Contract of Carriage has been concluded.

3.4.2 A rebooking is possible by telephone or at the service desk in accordance with the terms of this section 3.4, on the condition that there are seats available on the desired flight and subject to any restrictions associated with the fare relative to possible alternative routes and subject to official approval at the destination

- for a flight booked at an EconomyClassic Fare, at the latest by the check-in time shown online at [www.airberlin.com/checkin](http://www.airberlin.com/checkin),
- or also later in the case of a flight booked at an EconomyFlex Fare.

Flights can only be rebooked online up to two (2) days before the planned date of departure. If a rebooking is to be made to a later flight, this is only possible within the published schedule, and only if the later flight is less than 365 days after the outbound flight originally booked. A domestic flight cannot be rebooked as an international flight and vice versa. Further information on conditions and restrictions for rebooking are available at the airberlin Service Centre (for contact details see point 3.1).

3.4.3 When rebooking, the difference between the price of the fare originally booked and the possibly higher fare at the time of the rebooking is to be paid. Rebookings to cheaper fares are only possible upon payment of the original fare. In addition, for flights booked at an EconomyClassic Fare, a rebooking fee at the time of the rebooking, as published in the Airline's price list applies (section 4.3). There is no rebooking fee for Infants.

3.4.4 Rebooking is not possible in the case of EconomyLight and EconomySaver fares.

### **3.5 Cancellation of and Failure to Use a Ticket**

3.5.1 To cancel a booked flight or other confirmed service (e.g. seat reservation, carriage of pets, special reservations) at EconomyClassic Fare, Passengers must notify the Airline in writing (by fax to +49 (0)30-4102 1003, by post to Air Berlin PLC & Co. Luftverkehrs KG, Service Center, Saatwinkler Damm 42-43, 13627 Berlin, Germany, or by email to [serviceteam@airberlin.com](mailto:serviceteam@airberlin.com)) or by telephone on +49 (0)30-3434 3434 (calls charged at the local rate from a German landline) or the corresponding phone number for your country ([http://www.airberlin.com/de-DE/site/airberlin\\_service\\_center.php](http://www.airberlin.com/de-DE/site/airberlin_service_center.php)), stating the booking number, before the specified departure time. The decisive date is the day on which the notification is received by airberlin.

3.5.2 For the processing of reimbursement requests for EconomyClassic Fare flights not taken or cancelled, the Airline charges a processing fee that can be found in the price list applicable at the time (section 4.3).

3.5.3 If an EconomyFlex or EconomyClassic (the latter on long-haul) booked flight is not taken or is cancelled by the person who made the booking, the carriage component of the fare paid will be refunded. If an EconomyClassic fare for a long-haul flight is not taken or is cancelled by the person who made the booking, the Airline is entitled to claim the agreed remuneration less any expenses saved and/or possible alternative uses of the service booked, unless the flight not being taken or the cancellation is due to circumstances attributable to the airline or force majeure. The person booking is free to prove that no claim or a significantly reduced claim for remuneration or expenses has accrued to the Airline. We recommend taking out travel cancellation insurance.

3.5.4 A flight booked as an EconomyLight, EconomySaver or EconomyClassic fare (the latter on short and medium-haul) cannot be cancelled. If a person booking fails to travel on a booked flight on these fares, the Airline is entitled to demand the agreed remuneration less any savings in expenditure made and/or possible alternative uses of the service booked. The person booking is free to prove that no claim or a significantly reduced claim for remuneration or expenses has accrued to the Airline.

3.5.5 If various fares are combined with each other in a single booking, in the event of cancellation or no-show the provisions of the more restrictive fare class shall always apply.

### **3.6 Web Contact Form – Relatives**

The Airline offers the booking party the opportunity, in accordance with Commission Regulation (EC) No. 996/2010, to designate a contact person on the [www.airberlin.com](http://www.airberlin.com) website, providing the name, address and telephone number of that person, who is to be notified in the event of an aircraft accident. This information is not associated with the booking, will only be used for this purpose and will be deleted 48 hours after the flight date. The information has to be re-entered in the event of a rebooking.

## **4. Prices / Payment**

### **4.1 Fares**

4.1.1 The services and prices in the booking confirmation apply. In the event of a rebooking, section 3.4.3 applies.

4.1.2 Changes to the air fare after the time of contracting are permissible in the event of changes in fuel costs, changes to or the imposition of aviation-specific levies (taxes, charges, contributions, special levies or other aviation-specific levies for certain services), aviation-specific charges, emission certificate costs or exchange-rate fluctuations of at least 10% of the individual fare if a period in excess of four months has elapsed since the time of contracting and the agreed travel date, and if the Airline notified the booking party accordingly without delay on receipt of such information and the Airline had no influence on such change at the time of contracting. In the event of a seat-related increase in costs of carriage (e.g. fuel costs), the Airline may demand payment of the increased amount; otherwise the additional costs of carriage shall be divided by the number of the seats on the aircraft and the resultant increase applied as a charge to each individual seat. If charges payable by the Airline, such as airport charges, are increased, the price of the flight may in turn be increased by the appropriate

proportionate amount. In the event of a change in exchange rates after the Contract of Carriage has been concluded, the price of the flight may be increased in line with the amount by which carriage has become more expensive for the Airline. A price increase may only be demanded up to 21 days before the agreed departure date. If the price increases applied after conclusion of the contract amount to more than 5 % of the total flight price, the booking party is entitled to withdraw from the contract without incurring any expense. In the event of a reduction or cancellation of taxes, charges, or costs, the surplus amount is refunded or deducted, as applicable. With respect to travel to or from the U.S., increases in the airfare after contract conclusion may be imposed only for increases in government-imposed taxes or fees provided that written consent for such potential increases was obtained from the booking party at the time of contract conclusion by checking the opt-in box on the booking site.

## **4.2 Taxes / Charges / Surcharges**

The price of the flight is calculated in conjunction with the fare. In addition to the price of the flight, the person booking also bears the cost of taxes, fees and other charges. The Airline will inform the person booking about the taxes, charges, and surcharges applicable at the time of booking.

The person booking or the passenger is responsible for obtaining information regarding any other possible costs that are not directly related to the carriage, such as costs of arrival or departure, visas, etc.

## **4.3 Fees**

The Airline has the right to demand extra fees for certain services specified in these GTACC. These fees can be found in the Airline's price list, which is published on the airberlin website ([www.airberlin.com/fees](http://www.airberlin.com/fees)). The fees in the price list can also be obtained from the airberlin Service Centre at the addresses and numbers provided in 3.1, or at the Airline's service desks at the airport. All cancellation fees charged by the Airline are calculated independently of any agency fee charged to the person travelling by a travel agency (commission or similar).

## **4.4 Payments**

4.4.1 All payments are due in full upon completion of booking and should be made using either a credit card accepted by the Airline or by an alternative means of payment accepted by the Airline. The cost of the flight may be paid in full in cash, but only at the Airline's service desk at the airport and on the day of booking. Unless otherwise stipulated by the person booking, payments will initially be offset against the oldest claims. Any payment that is insufficient to repay the entire debt will initially be offset against the interest, and finally against the primary obligation.

4.4.2 In the event of non-payment, the Airline has the right to terminate the contract and demand the payment of damages or fulfilment in accordance with statute, after making a request for payment with a deadline for payment and expiration of this deadline with the threat of termination.

4.4.3 If, in the event of payment by credit card, the bank issuing the credit card, and in the event of payment by direct debit, the bank at which the debited account is held, refuses to make the payment that settles the claim arising from the Contract of Carriage for reasons that are the responsibility of the person booking, the person booking will be required to pay damages to the amount of EUR 8 / USD 10 / CAD 11. The person booking retains the right to prove that the Airline did not incur any loss or a smaller loss than the amount of damages due.

4.4.4 In the event of payment by SEPA direct debit, the person booking authorises the direct debit mandate to the Airline in accordance with an electronic mandate procedure. When the flight booking is completed, the Airline sends the person booking a pre-notification concerning the amount to be debited and the due date together with the invoice/booking confirmation at least 24 hours before the air fare is due. The person booking provides the Airline with the assurance that there are sufficient funds in the account from which the direct debit will be taken to cover it, and that he will otherwise pay all additional costs incurred by the Airline if the direct debit is not honoured or is reversed.

## **5. Fares**

### **5.1 EconomyFlex fare**

The EconomyFlex fare enables rebooking in accordance with the provisions of section 3.4 without any rebooking fee being due. The same applies for the cancellation of a Ticket. Further details are governed by the price conditions that are published on the airberlin website ([www.airberlin.com](http://www.airberlin.com)) or from the airberlin Service Centre at the addresses and numbers provided in 3.1 or at the Airline's service desks at the airport.

## **5.2 EconomyClassic fare**

The EconomyClassic fare enables rebooking in accordance with the provisions of section 3.4 against payment of a rebooking fee that can be found in the Airline's price list as valid at the time of the rebooking (section 4.3). Further details are governed by the price conditions that are published on the airberlin website ([www.airberlin.com](http://www.airberlin.com)) or from the airberlin Service Centre at the addresses and numbers provided in 3.1 or at the Airline's service desks at the airport.

## **5.3 EconomyLight/EconomySaver fares**

Flights booked on EconomyLight and EconomySaver fares may not be rebooked or cancelled. If a Passenger does not board a flight booked on an EconomyLight or EconomySaver fare, section 3.5.4 applies. Further details are governed by the respective price conditions that are published on the airberlin website ([www.airberlin.com](http://www.airberlin.com)) or from the airberlin Service Centre at the addresses and numbers provided in 3.1 or at the Airline's service desks at the airport.

# **6. Carriage**

## **6.1 Check-In and Late Arrival for Check-In**

6.1.1 Passengers are obliged to adhere to specified check-in times. This means that:

- when checking in at the check-in desk, the Passenger must be in possession of the boarding card at the latest by the check-in time shown online at [www.airberlin.com/checkin](http://www.airberlin.com/checkin) in order to be able to board the booked flight;
- when checking in using the automatic check-in machines at the airport, the automatic check-in procedure must be completed through to receipt of the boarding card at the latest by the check-in time shown online at [www.airberlin.com/checkin](http://www.airberlin.com/checkin);
- when checking in online (excluding MMS), the online process must be completed at the latest 45 minutes before the planned departure time. When using the online check-in facilities, the Passenger must also be in possession of the electronic boarding card and have checked in any baggage at the latest by the published check-in time (as shown online at [www.airberlin.com/checkin](http://www.airberlin.com/checkin)). For further information see Service/Check-in & e-Services at [www.airberlin.com](http://www.airberlin.com) [www.airberlin.com](http://www.airberlin.com).
- the different check-in times specified in section 6.4.1.8 apply to unaccompanied minors for whom an additional service was booked in accordance with section 6.4.1.6.

6.1.2 For information on check-in times and deadlines for the various departure airports call our Service Centre (see contact details in section 3.1) or ask at any airberlin Service desk. We recommend that you report to the check-in desk well before the check-in time, so that you are not at risk of not being processed in time due, for example, to possible queues. This applies in particular to Passengers who require special services on the part of the Airline, such as the transporting of Passengers in wheelchairs (section 6.5.2.8), the transporting of animals in the cargo hold (section 6.5.3) or the transporting of children not accompanied by adults (sections 6.4.1.6 – 6.4.1.10).

6.1.3 Failure to comply with the check-in deadline means that the Passengers lose their right to carriage on the flight in question. For flights purchased at a EconomyClassic, EconomyLight or EconomySaver fare, Passengers remain obliged to pay the price for the flight, minus expenses saved or alternative uses, unless the Airline or force majeure is responsible for the failure to observe the final check-in time. Equally, no claims for damages, compensation of expenses, or other claims against the Airline may be derived from this.

6.1.4 In as much as the airport in question offers an early check-in the evening before the flight, the Airline charges a special fee for this service at the check-in desk, in accordance with the price list valid at the time of the early check-in (section 4.3). For children under 12 years of age, topbonus Silver, Gold, Platinum, or Service Card holders and their accompanying Passengers, and persons flying Business Class, this facility is free of charge.

6.1.5 If the Passenger has booked a flight at an EconomyLight/EconomySaver fare, the Airline calculates a separate fee for the check-in at the check-in desk, in accordance with the currently prevailing price list (section 4.3). Online check-in (excluding MMS) in accordance with section 6.1.1 is free for Passengers flying on an EconomyLight/EconomySaver fare.

## **6.2 Boarding, Boarding Times**

6.2.1 The planned departure times can be found in the applicable booking confirmation.

6.2.2 Passengers are obliged to be at the applicable gate by the boarding time specified on the boarding pass or communicated to them at the check-in desk, with a valid boarding pass.

6.2.3 Failure to comply with the boarding time means that the Passengers lose their right to carriage on the flight in question. For flights purchased at an EconomyClassic/EconomySaver, or EconomyLight/EconomySaver fare, Passengers remain obliged to pay the price for the flight, minus expenses saved or alternative uses, unless the Airline or force majeure is responsible for the failure to observe the final boarding time. Equally, no claims for damages, compensation of expenses, or other claims against the Airline may be derived from this.

## **6.3 Travel Documents**

6.3.1 Every Passenger is personally responsible for complying with all important regulations associated with the journey (e.g. passport, visa and health regulations, including for any pets accompanying the Passenger), as well as for the completeness and intactness of travel documents.

6.3.2 The Airline or the Operating Air Carrier will only transport a Passenger upon presentation of complete and valid travel documents and a valid passport/identity card/visa or, in the event of loss of the original documents, suitable replacement documents, upon timely processing of the Passenger. This also applies for pets.

6.3.3 Suitable proof of identity (child's identity card or passport) must also be submitted for children and Infants. Minors under the age of 14 years with Spanish nationality are not required to present their own identity document on purely internal flights within Spain. The Airline advises Passengers to have their booking reference number ready when checking in. Depending on the country of destination (e.g. USA), special conditions may apply for children. Further information hereto can be obtained at the embassy, consulate, or foreign office of the country in question.

6.3.4 The Airline or the Operating Air Carrier is entitled to refuse carriage if the conditions of entry imposed by the country of destination have not been met or if travel documents/evidence required by a specific country cannot be submitted.

6.3.5 In the event of a Passenger's failure to meet immigration or emigration requirements, in particular due to incomplete or inadequate travel documents, the Airline or the Operating Air Carrier is entitled to refuse to transport the Passenger and to charge the Passenger with all costs and losses resulting therefrom.

## **6.4 Carriage of Passengers**

6.4.1 Carriage of Infants and Children

6.4.1.1 To avoid damage to health, the Airline recommends not flying with Infants under the age of 7 days.

6.4.1.2 The fare for babies and toddlers under two years of age amounts to 15% of the net flight price for adults on short and medium-haul flights and 20% on long-haul flights. For children aged between 2 and 11 on short and medium-haul flights the regular flight price for adults will be charged, while on long-haul flights, a discount of up to 20% of the net flight price applies.

6.4.1.3 If, where a flight has been booked, a child has its second birthday between the outward and the return flight, for short and medium-haul flights the regular flight price for adults will be charged and on long-haul flights 80% of the net flight price plus taxes, charges and fuel surcharge. The child then has the right to a seat for both the outbound and return flights, it being understood that, for reasons of safety, small children are required by law to travel in a child seat as stipulated in section 6.4.1.4.

6.4.1.4 If, where a flight has been booked, a child has its twelfth birthday between the outward and the return flight, the regular flight price for adults will be charged for the entire booking.

6.4.1.5 Each adult Passenger may take one infant without its own seat. Only one infant is permitted per row of seats. Infants may travel in their own child seat provided that an additional seat has been booked on the aircraft. Throughout the flight the child seat must be secured to the aircraft seat using the seat belt provided. The following child seats are currently approved for general use on aircraft: Römer King Quickfix, Maxi Cosi Mico, Maxi Cosi City, Storchenmühle Maximum, Luftkid, and certified Child Restraint System (CRDS) approved for the exclusive use in aircraft by a public authority of a JAA Member State, the FAA or Transport Canada, and marked accordingly and, CRDS approved for use in motor vehicles according to UN ECE R 44-03 or a later version, CRDS approved for use in motor vehicles and aircraft according to the Canadian CMVSS 213/213.1, CRDS approved for use in motor vehicles and aircraft according to the US FMVSS No. 213, and marked accordingly. Other child seats may be permitted in individual cases subject to prior notification. The child seat must in all cases be approved (certified) and marked accordingly. Further information is available in the Service/Service for Families section of [www.airberlin.com](http://www.airberlin.com) or from airberlin Service Centre upon registration.

6.4.1.6 Unaccompanied minors between the ages of 5 and 11 can only be carried if the Airline was notified in advance and no later than 30 hours before the scheduled time of departure, and if the Airline has confirmed carriage of an unaccompanied minor. If a child between the ages of 5 and 11 is accompanied by a person at least 16 years old, such a child is not deemed to be an unaccompanied minor within the meaning of sections 6.4.1.6 - 6.4.1.10. The service for unaccompanied minors may also be booked for children between the ages of 12 and 16.

6.4.1.7 Unaccompanied minors will be carried if an official passport/identity document with a photograph is presented upon check-in. The parents/guardians have to provide written confirmation at the check-in desk that the child is allowed to travel in certain countries. If the guardians / parents are divorced or separated each parent must present written confirmation at the check-in desk. For some countries special rules apply. Further Information can be obtained through the airberlin Service Centre. The name of the person collecting the child at the destination airport must be given at the check-in desk. The guardians / parents must wait at the airport until the departure of the aircraft.

6.4.1.8 For unaccompanied minors for which an additional service has been booked in accordance with section 6.4.1.6, the following different check-in times apply: for short and medium-haul flights, a check-in time of 60 minutes before planned departure time applies, for flights departing from the USA, the check-in time is 120 minutes and for all other long-haul flights 90 minutes before planned departure time.

6.4.1.9 A handling fee in accordance with the price list at the time of the booking (section 4.3) applies for each flight of unaccompanied minors.

6.4.1.10 On transit flights via one of the Airline's hubs the Airline will provide a person to accompany and supervise unaccompanied minors, provided that the transit time does not exceed 2 hours. If it does, carriage will be refused, except in cases in which the transit time exceeding 2 hours occurs within one booking of the Airline.

## **6.4.2 Carriage of Expectant Mothers**

6.4.2.1 For safety reasons and to avoid damage to the health of expectant mothers, the following regulations apply:

- Up until 4 weeks before the expected date of delivery the Airline will provide carriage for expectant mothers. The Airline is entitled to demand a medical certificate showing that the pregnancy has not progressed beyond the 36th week.
- Carriage is not provided for expectant mothers in the 4 weeks before the expected date of delivery.

6.4.2.2 The regulations in section 6.4.2.1 above must also be taken into account for the date of any planned return flight.

6.4.2.3 In certain countries, restrictive provisions apply concerning travel by pregnant women. It is recommended to find out from the airberlin Service Centre well before the departure date.

#### 6.4.3 Carriage of Passengers with a Plaster Cast

6.4.3.1 Passengers with a plaster cast are advised that there are significant health risks associated with carriage by air during the first four (4) days after receiving a plaster cast, irrespective of whether the cast is worn split open during the flight or not and, for this reason, the Airline is entitled to refuse carriage of any Passenger affected in accordance with section 7.1.1. However, the Airline may make an exception and consent to carry the Passenger in individual cases provided that patient transport is available or the Passenger presents a medical certificate prior to departure stating that there are no anticipated health risks associated with carriage of the Passenger either wearing the cast open or closed.

6.4.3.2 If the cast has been worn for at least four (4) days without any complications, the Passenger wearing the cast may be carried. However, it is strongly recommended that any closed casts be split open for medical reasons.

6.4.3.3 The Airline must be notified in advance if the Passenger requires additional space on the aircraft on account of the plaster cast. This should be done at least 48 hours prior to departure, or the Airline is entitled to refuse carriage in accordance with section 7.1.1.

#### 6.4.4 Carriage of Handicapped Passengers and Passengers with Limited Mobility

In accordance with Article 4 paragraph 2 of Commission Regulation (EC) No. 1107/2006, the Airline can demand that a handicapped Passenger or Passenger with limited mobility be accompanied by another person who is able to provide the assistance that the handicapped Passenger or Passenger with limited mobility requires.

#### 6.4.5 Carriage of Passengers at Emergency Exits (XL seats)

Seats at the emergency exit are subject to special safety regulations under EC law. The Airline is therefore entitled to refuse to accept a booking for this category of seat from the following persons:

- Pregnant women
- Children and infants (up to and including 12 years of age)
- Persons with limited mobility or
- Persons accompanied by animals in the cabin.

## **6.5 Carriage of Baggage and Animals**

### 6.5.1 Allowed Baggage

#### 6.5.1.1 Proper packing

The Airline or the Operating Air Carrier may refuse to accept baggage to be checked in if it is not packaged in such a way that its secure transportation can be ensured. The Passenger is responsible for packing the baggage in such a way that the baggage and all the objects contained in it will not be damaged during the transportation.

#### 6.5.1.2 Baggage identification tag

The baggage identification tag issued to the Passenger serves as disputable proof of the weight and number of items of baggage checked. Passengers are advised to attach a label with their name and address to the outside and inside of checked baggage.

#### 6.5.1.3 Collecting baggage

Passengers are required to collect their checked baggage as soon as it is released by the Airline or Operating Air Carrier. If baggage is not collected or acceptance is wrongly refused by the Passenger for reasons for which the Passenger is responsible, the Airline shall be entitled to charge the Passenger for the storage costs that may be incurred.

#### 6.5.1.4 Customs

The Passengers shall be responsible for the fulfilment of any customs duties in connection with their baggage.

#### 6.5.1.5 Finding Lost Baggage (Lost and Found)

In the event of delayed, lost, destroyed, or damaged baggage, the Airline recommends that Passengers contact the Lost Baggage desk (Lost and Found) at the destination airport immediately upon landing.

#### 6.5.1.6 Carry-on baggage / Hand baggage

Hand baggage up to a maximum weight of 8 kg, is permitted (one item of hand baggage plus laptop or handbag in the EconomyLight, EconomySaver, EconomyClassic and EconomyFlex fares: up to a maximum weight of 10 kg / 22 lb; two items of hand baggage plus laptop or handbag in Business Class up to a maximum of 18 kg / 40 lb; the laptop or handbag must not weigh more than 2 kg / 4.85 lb respectively). The dimensions of hand baggage must not exceed the measurements of 55 cm x 40 cm x 23 cm / 21.7 inches x 15.7 inches x 7.9 inches (maximum dimensions for laptop or handbag: 40 cm x 30 cm x 10 cm / 15.7 inches x 11.7 inches x 3.9 inches). Depending on the capacity on the respective flight, each passenger may take an additional piece of hand baggage for a fee, with a maximum weight of 20 kg / 44 lb. The amount of the due supplementary baggage charge can be found in the current fee schedule (Section 4.3). The additional piece of hand baggage is also subject to the maximum dimensions for hand baggage (55 x 40 x 23 cm) and must be stowed under the seat in front during the flight. Per flight, a maximum of five passengers may carry an additional piece of hand baggage. According to Commission Regulation (EC) 1546/2006 on the modification of Commission Regulation (EC) 622/2003 Passengers departing from airports in the European Union or Switzerland (including connecting flights) are only allowed to transport liquids, pressurised containers, pastes, lotions and other gel-like substances up to a maximum amount of 100ml per item in their hand baggage. The maximum filling amount printed on the container applies when determining the amount of the substance in said container. All of these single containers must be packed in one transparent, re-sealable plastic bag with a capacity not greater than 1 litre. Only one plastic bag per person is allowed. Special rules apply to prescribed medication and baby food, which can be obtained from the airberlin Service Centre. Some non-EU states have issued similar regulations. Further information can be obtained from the airberlin Service Centre.

6.5.1.6.1 For flights at the EconomyLight, EconomySaver, EconomyClassic or EconomyFlex fares, only one item of free hand luggage is permitted, whilst Business Class passengers may take two items of free hand luggage on board. Further items must be checked in as regular baggage, in accordance with section 6.5.2. By way of exception, personal items may be taken on board free of charge.

#### 6.5.1.6.2 Musical instruments

In the event that a music instrument exceeds the hand baggage dimensions of 55 x 40 x 23 cm, passengers can request the instrument instead of an item of hand baggage, provided it does not exceed the maximum dimensions of 86 x 33 x 19 cm. The carriage of a musical instrument as a free, oversized item of hand baggage with the aforementioned dimensions is only possible if there is adequate stowing capacity available on the respective flight and the item is registered at least 24 hours before departure by sending an email to [medspecialrequest@airberlin.com](mailto:medspecialrequest@airberlin.com). If registration is late or not made, passengers are not entitled to carry the musical instrument as free, oversized hand baggage. Passengers may still book an additional seat in the cabin for the musical instrument or check the instrument in as hold baggage; although the airline recommends that passengers do not check in musical instruments as hold baggage due to their particular susceptibility to damage.

6.5.1.6.3 The maximum free baggage allowance for checked baggage is:

- EconomyLight: no free baggage allowance (charges follow the fee table in section 4.3)
- EconomySaver/EconomyClassic: one item of up to 23 kg per Passenger
- EconomyFlex: two items of up to 23 kg per Passenger
- Business Class: 32 kg per item of baggage for up to two items of baggage per Passenger

### 6.5.2 Excess and special baggage

6.5.2.1 Excess baggage is defined as all baggage that exceeds the maximum free baggage allowance in terms of weight or number of items.

6.5.2.2 Special baggage is defined as any item of baggage that is not deemed to be normal baggage due to its dimensions (e.g. large and bulky baggage), even if it is below the weight of the free baggage allowance. Sports baggage is also special baggage.

#### 6.5.2.3 Maximum weight

Individual items of baggage must not be heavier than 32 kg (with the exception of special baggage). Further information can be obtained from the airberlin Service Centre.

6.5.2.4 The carriage of baggage that exceeds the applicable free baggage allowance in terms of weight but that is otherwise permissible is subject to a fee, subject to contradicting agreements. This fee can be found in the price list valid at the time of registration (section 4.3). The excess baggage fee must be paid before departure of the flight.

6.5.2.5 The Airline or the Operating Air Carrier may decide in each individual case whether to transport extra or special baggage. The decision relating to transportation of excess and special baggage is based on available capacity in the hold and on occupational health and safety regulations. As a result, excess and special baggage may be subject to a quantity restriction or entirely excluded from transportation. The Passenger shall only have the right to demand carriage of excess or special baggage registered in accordance with the provisions of section 6.5.2.7 if the Airline has confirmed the registration.

6.5.2.6 Any piece of baggage (whether it be travel baggage or sports baggage) over 32 kg / 71 pounds must be registered as especially heavy luggage at least 24 hours before departure at the airberlin Service Centre. The weight and dimensions of the excess or special baggage are to be provided upon registration.

6.5.2.7 The airberlin Service Center must receive advance, written notification (by post, e-mail or fax) using the contact data provided in Section 3.1 if Passengers will be checking in sports weapons, hunting weapons and associated ammunition, or any items that have the appearance of or are labelled as weapons, ammunition, or potentially explosive substances. The Airline recommends that Passengers carrying such items appear at the check-in desk early on the day of departure. The Airline or the Operating Air Carrier will only permit such items to be carried if they are transported as freight or checked baggage in accordance with statutory regulations covering the transportation of Dangerous Goods. Each Passenger is only permitted to carry a maximum of 5 kg of ammunition (of subclass 1.4S, UN0012 or UN0014). Further information will be provided upon registration. An extra fee will be charged for the carriage of weapons, which is payable immediately upon registration. This fee can be found in the price list valid at the time of registration (section 4.3).

6.5.2.8 One (1) wheelchair may be carried per disabled Passenger and the Airline must be notified of such a requirement on booking. Restrictions apply to the carriage of motorised wheelchairs on account of the limited hold capacity. When they are checked in, such wheelchairs must be in a condition that ensures their safe handling and transportation. The carriage of medical devices and mobility aids, including electrical wheel chairs, can be guaranteed only if these have been registered 24 hours in advance, indicating dimensions and weight, if there is enough space on board and if the transport does not conflict with the relevant provisions on Dangerous Goods. Further details will be provided upon registration.

6.5.2.9 The following items of medical equipment may be carried free of charge as an additional item of baggage (max. weight 23kg), provided that the passenger registers them in writing well in advance of departure with the Service Center (by post, email, fax, or, for passengers in possession of a severe disability pass, by phone) under the contact details given in section 3.1, and in individual cases a medical certificate confirming that the equipment is necessary is produced prior to departure:

- ventilators, asthma equipment, inhalers
- catheters
- materials for dressings (special conditions apply to plaster casts – as per section 6.4.3)
- walking aids (crutches, walking frames)
- sanitary products (nappies), stoma
- shower/WC-seat, transfer board for wheelchair users
- prostheses
- dialysis machines, defibrillators, lymphatic drainage devices, electrotherapy devices

- suction equipment, irrigators
- medicines and injections
- disabled person's bicycle, therapeutic bicycle, wheelchair bicycle.

Other medical equipment can only be allowed on request under the same conditions in exceptional cases. Requests to transport oxygen must be made in writing to Air Berlin PLC & Co. Luftverkehrs KG, Serviceteam Saatwinkler Damm 42-43, 13627 Berlin, Germany, or by email to [oxygen@airberlin.com](mailto:oxygen@airberlin.com). Doctors' emergency cases are exempt from this ruling and may only be carried as hand baggage. Auxiliary equipment such as cosmetics, care products, shower gels, etc. are not accepted as special baggage even with a doctor's certificate.

### **6.5.3 Transportation of Sports Equipment**

6.5.3.1 Transportation of sports equipment is subject to a fee and must be reported. The amounts of the applicable sports equipment fees are specified in the current price list (section 4.3).

6.5.3.2 The Passenger must report the transportation of sports equipment to the Service Centre of airberlin no less than 30 hours before departure. If such notification is late or omitted, the general fee regulations for the transportation of baggage shall apply. If such notification is omitted, the Passenger will not be entitled to have his/her sports equipment transported.

6.5.3.3 Sports equipment must be packed separately. The Airline recommends that sports equipment be packed in sturdy packing and it must be recognisable as such at check-in. The Airline is not liable for any damage to sports equipment or baggage containing it if it was demonstrably caused by inadequate packing.

6.5.3.4 For the following sports equipment these provisions also apply:

- If the baggage contains diving equipment, the weight-belts must be transported without weights and compressed air bottles must be empty. Diving lamps must be carried with the heat-creating element or battery packed separately, in order to prevent it switching on during transport. All removed batteries must be secured against short-circuiting.
- Bicycles with an auxiliary motor or electric motor are deemed to be Dangerous Goods and are excluded from carriage as baggage. Special conditions apply for bicycles for disabled passengers and therapeutic and wheelchair bicycles (see section 6.5.2.9).
- Golf trolleys with lithium batteries/accumulators are deemed to be Dangerous Goods and are excluded from carriage as baggage.

### **6.5.4 Carriage of Pets**

6.5.4.1 The carriage of pets is subject to our consent and a fee. These fees can be found in the price list valid at the time of registration (section 4.3). The carriage of rodents (hares, rabbits, hamsters, mice, rats, etc.) is excluded both in the cabin and in the hold. The statutory regulations covering the transportation of animals apply. Reference is made to Regulation (EU) No 576/2013 on the non-commercial movement of pets and animals.

#### **6.5.4.1.1 Animals in the cabin**

Pets must be transported in a suitable, closed, leak-proof, secure, continuously hygienic and flexible carrier e.g. a bag (maximum dimensions of the pet carrier for carriage within the cabin are 55 cm x 40 cm x 20 cm, up to 10 kg in weight [including pet carrier] and may not be released from it during transport. The carrier must not be placed on seats and must be stowed under the seat in front of the Passenger. In the cabin, pets must be transported in flexible containers ("soft-boxes"); hard-shell animal containers are excluded from the cabin.

#### **6.5.4.1.2 Animals in the hold**

Pets must be transported in a suitable, closed, leak-proof, secure, continuously hygienic and stable carrier (hardshell box of maximum dimensions 125 cm x 75 cm x 85 cm) and may not be released during transport.

6.5.4.2 For reasons of safety and space, the Passenger's entitlement to carriage of a pet only applies if the Airline was notified of and confirmed such intended carriage when the booking was made, and if

the carrier/box meets the above-mentioned requirements. If the animal has to be transported in the cargo hold, it must furthermore be checked-in at the check-in desk no later than 60 minutes prior to the flight (for short and medium-haul flights) or no later than 90 minutes prior to the flight (for long-haul flights). The Passenger is responsible for ensuring that all the necessary vaccination and health certificates as well as entry documents are up to date and valid. Depending on the country, there may be different restrictions applicable to the entry or exit of animals; therefore, the transport of animals on certain flights can generally be prohibited (e.g. flights to/from Great Britain and Ireland). Further information on the carriage of pets and on any carriage restrictions (e.g. a ban on imports into Germany for certain types of fighting dog) can be obtained from the airberlin Service Centre at the addresses and numbers provided in section 3.1.

6.5.4.3 The Passenger's entitlement to carriage of a guide dog only applies if the Airline was notified of the intended carriage on booking and has confirmed such intended carriage. Guide dogs are carried free of charge. Depending on the country, there may be different restrictions applicable to the entry or exit of animals; therefore, the transport of guide dogs on certain flights can generally be prohibited (e.g. flights to/from Great Britain and Ireland). The same applies to special assistance or therapy dogs. Further information on the carriage of animals and on any carriage restrictions can be obtained from the airberlin Service Centre at the addresses and on the numbers provided in section 3.1, or from the airberlin website under "barrier-free travel".

### **6.5.5 Prohibited Baggage**

6.5.5.1 The carriage of Dangerous Goods is forbidden on all flights operated by the Airline or Operating Air Carrier. There are dangerous goods that the Passenger may transport safely in hand baggage and passenger baggage in compliance with IATA dangerous goods regulations. Current regulations can be viewed at [www.airberlin.com/de/site/affiliate/unternehmen/agb/DGR-de.pdf](http://www.airberlin.com/de/site/affiliate/unternehmen/agb/DGR-de.pdf) or obtained on request from the airline Service Centre. The Passenger must comply with the Airline's variations to the IATA dangerous goods regulations set out in sections 6.5.5.2 and 6.5.5.3.

6.5.5.2 Passengers in particular are not permitted to carry the following items:

- Items that could endanger the aircraft, on-board equipment or persons, in particular explosives, compressed gases, oxidising, radioactive, corrosive or magnetising substances, highly flammable, toxic or aggressive substances and also all kinds of liquids, i.e. any items or substances that are classified as Dangerous Goods in accordance with the regulations on Dangerous Goods;
- items that are unsuitable for carriage on account of their weight, size, or nature.
- Passengers are not permitted to carry weapons of any kind, either in their hand baggage or on their person, in particular firearms, blunt or sharp weapons as well as containers under gas pressure that can be used for the purpose of attack or defence. The same applies to all types of ammunition and potentially explosive substances. Absorbed-fuel cigarette lighters are prohibited. Passengers may carry 1 gas lighter on their person. Camping ovens and cartridges containing flammable liquid are not permitted as baggage.

6.5.5.3 The following rules apply for the carriage of the objects listed below:

- Separate lithium batteries or rechargeable lithium batteries (as commonly used in electronic consumer goods, e.g. laptops, mobile phones, watches, cameras etc.) may only be carried in cabin baggage. No more than two separate lithium batteries or rechargeable batteries with a maximum rating of 160 Wh may be carried as spare batteries for electronic consumer goods. The Airline's prior consent must be obtained if separate batteries or rechargeable batteries with an individual rating of between 100 Wh and 160 Wh are to be carried on board. These batteries must be individually secured against short-circuiting). Further details concerning the carriage of batteries and rechargeable batteries are available in the safety information online.
- Toy guns (plastic or metal), catapults, cutlery, razor blades (both safety blades and open blades), commercially available toys that could be used as a weapon, knitting needles, sports rackets and other sports or leisure equipment that could be used as a weapon (e.g. skateboards, fishing rods or paddles), as well as any other sharp articles must only be transported in checked baggage. The same applies to nail scissors, nail files, tail combs and hypodermic syringes (except for documented medical purposes, as per section 6.5.2.9), as

well as to candles with a gel component, shoe insoles with a gel component, snow domes or similar decorations, irrespective of size or quantity of liquid. To avoid injury, all sharp items in checked-in baggage must be protected and packed securely. E-cigarettes can only be carried in hand baggage or on the passenger's person.

6.5.5.4 Passengers are advised not to transport any fragile or perishable items, items of special value, e.g. money, jewellery, precious metals, precious stones, laptops, cameras, mobile telephones, navigation, or other electronic devices, securities (share certificates etc.) or other valuables or documents, samples, identification documents, house keys, car keys, medication or liquids in their checked baggage. In order to avoid damage to locks during security checks (primarily when travelling internationally in and from the USA), it is also recommended that checked baggage should remain unlocked or be checked in with a "TSA lock".

## **7. Refusal of Carriage, Cancellation, Delay**

### **7.1 Restriction and Refusal of Carriage**

7.1.1 The Airline or the Operating Air Carrier is entitled to refuse carriage or onward carriage, or refuse or curtail carriage for Passengers and/or their baggage especially if:

- the aircraft, a person or items on board are endangered as a result of the behaviour of the Passenger in question;
- members of the crew are obstructed in carrying out their duties;
- the crew's instructions, in particular with regard to smoking and the consumption of alcohol, are ignored;
- the Passenger's behaviour imposes an unacceptable burden or exposes other Passengers or the flight crew to possible damage or injury;
- there is reasonable suspicion that the Passenger will commit one of the above-mentioned acts;
- carriage would be in breach of the applicable law, regulations or requirements of the country of departure or destination or of the country over which the aircraft is flying at the time;
- the Passenger refuse to allow themselves or their baggage to be subjected to checks that might be required for security reasons;
- the Passenger is not in possession of valid or intact travel documents, destroys the travel documents during the flight or refuses to hand over the travel documents to members of the crew when asked to do so in return for a written receipt;
- the Passenger does not comply with the regulations required for making the journey (e.g. passport, visa and health regulations, including for animals accompanying the Passenger);
- the Passenger is refused entry into a country;
- the Passenger cannot prove at the check-in desk or when boarding the aircraft that they are the person named in the booking;
- the fare, taxes, charges or surcharges, including for previous flights, have not been paid;
- the Passenger contravenes safety-relevant instructions given by the Airline or the Operating Air Carrier or instructions within the scope of company regulations;
- the Passenger is carrying prohibited baggage pursuant to section 6.5.5;
- the Passenger is unable to clarify exactly what is in the baggage;

- there exist reasonable grounds to suppose that the contents of the baggage might be hazardous or dangerous;
- the Passenger contravenes section 6.5.4 regarding the carriage of animals;
- the Passenger does not meet the requirements stipulated in section 6.4.3 for the carriage of Passengers with a plaster cast;
- the Passenger has failed to notify the Airline in good time that additional space is required on account of a plaster cast as detailed in section 6.4.3.3;
- the Passenger fails to adhere to the check-in times in accordance with the provisions of section 6.1 or the boarding times specified in section 6.2;
- carriage of the Passenger would present considerable risk to their health;
- and in all other cases explicitly mentioned in the GTACC.

7.1.2 The Airline or the Operating Air Carrier is entitled to demand that Passengers leave the plane, to refuse onward carriage at any location or to refuse carriage throughout the route network if this is necessary to ensure the safe operation of the flight and/or to protect the Passengers and crew. In addition, the pilot in command is authorised to take any other necessary and reasonable measures to maintain or restore safety and order on board. Unlawful acts committed on board will be pursued under criminal or civil law.

## **7.2 Delays, Changes of Flight Times and Cancellations**

7.2.1 The Airline does its utmost to transport Passengers and baggage punctually. Scheduled flight times may be subject to reasonable changes for operational reasons. The Airline will endeavour to keep changes to flight departures to a minimum and to inform Passengers as soon as possible of any such changes. Under local law, public authorities may make short-term changes to routes and/or cancellations due to security aspects or impediments are possible.

7.2.2 Passengers are recommended to confirm the departure time of their flight 24 to 48 hours in advance by telephoning the airberlin Service Centre (please refer to the contact details in section 3.1). The Airline also recommends that Passengers, when booking, leave a telephone number where they can be contacted at their destination.

7.2.3 In the event of changing to another air carrier, the Airline is required, irrespective of the reason for the change, to take all reasonable steps to ensure that Passengers are notified of the change and the identity of the other air carrier as soon as possible. In any event, Passengers will be notified when checking in, or at the latest when boarding the aircraft (Commission Regulation (EC) 2111/2005).

7.2.4 In the event of delays or cancellations, the Airline will render the compensation and support performances set forth in Commission Regulation (EC) 261/2004, in as much as the statutory prerequisites for this obligation are met.

## **8. Conduct on Board, Sales on Board**

8.1 Passengers must follow the instructions of the crew.

8.2 Passengers must also conduct themselves on board the aircraft in such a way that

- neither the aircraft or persons or object on board the aircraft are placed in any danger;
- crew members are not hindered in carrying out their duties;
- other Passengers or the crew are not subjected to unreasonable burdens or possible damage or personal injury;

- they do not violate safety-relevant instructions given by the Airline or the Operating Air Carrier or instructions within the scope of company regulations.

8.3 For safety reasons, private electronic devices brought on board that have a transmitter or receiver unit (e.g. laptops, notebooks, tablets, e-books, mobile telephones) may only be used during the flight when the flight safe mode is activated and all transmitting and receiving functions are deactivated. Bluetooth accessories (e.g. wireless keyboards, headphones) may only be used during the flight but not during take-off or landing. Use of all electronic devices is prohibited during the safety briefing.

8.4 All goods (on-board shop items, snacks, meals and drinks) that are sold to Passengers on board, are sold by airberlin on behalf of and for the account of gategroup GmbH, Seedammstrasse 3, 8808 Pfaeffikon, Switzerland, and its subsidiaries as solely responsible contractors. Accordingly, any contractual claims against airberlin are excluded and must be lodged directly with gategroup GmbH.

## **9. Data Protection**

The Airline collects, processes and uses personal data inasmuch as this is required for the instigation, execution, or termination of the Contract of Carriage or of additional services in connection with the Contract of Carriage. Such data are collected, processed, utilised, and transmitted using data processing systems within the scope of the purpose of the contract. The data are collected, processed, or used within the scope of statutory provisions for the purpose of the instigation, execution, or termination of the Contract of Carriage and additional services in connection with the Contract of Carriage, including in particular: making reservations, purchasing a Ticket, purchasing additional services, and making payments; and facilitating entry and customs clearance procedures. Within this scope, the Airline transmits data to third parties that are contractual partners of the Airline, inasmuch as this is required for the instigation, execution, or termination of the Contract of Carriage or of additional services in connection with the Contract of Carriage. The Airline also collects passport data and transmits these to official authorities in Germany and other countries, to the extent this is required by law. The same also applies to the personal data collected, processed and used in the context of the Contract of Carriage, to the extent that the authorities legally require such data to be transmitted and that carriage is contingent upon such transmission. For further information, please refer to the data protection notice published on [www.airberlin.com](http://www.airberlin.com) under "data protection".

## **10. Liability / Legal Notices**

10.1 The respectively applicable legal regulations shall apply in conjunction with those set out in the Montreal Convention on the standardisation of regulations on international carriage by air with respect to injury to life and limb of the Passenger as well as with respect to the Passenger's baggage. Except for injuries to life, body or health or for the violation of essential contractual obligations, the fulfilment of which is indispensable for the proper fulfilment of the contract and the fulfilment of which the Passenger may generally expect, the Airline is only liable for damage if it has caused such damage with intent or gross negligence; the provisions of the Montreal Convention or other subordinate liability provisions (above all Regulation (EC) No. 261/2004) shall remain unaffected. Any complaints or enquiries concerning baggage are to be addressed to the baggage office immediately on arrival. Otherwise, damage may be reported in writing within the periods stipulated by the Montreal Convention. Such a letter should be sent to Air Berlin PLC & Co. Luftverkehrs KG, Abt. Kundenservice (Customer Service Department), Saatwinkler Damm 42-43, 13627 Berlin, Germany, or alternatively the online complaints form may be used (download at: [www.airberlin.com/complaint](http://www.airberlin.com/complaint)). Passengers are recommended to carry valuables, medication, perishable goods or fragile items in their hand baggage (up to a maximum weight of 8 kg / 18 lb, 10 kg / 22 lb with laptop, is permitted; maximum dimensions for laptop: 40 x 30 x 10 cm / 15.7 x 11.7 x 3.9 inches). The information on the Ticket concerning the limitation of liability applies. Unless the preceding paragraph provides otherwise, the objections based on the Montreal Convention and the applicable national law shall apply without restriction.

10.2 If any means of transport other than an aircraft (e.g. Rail&Fly) is used for part of the journey, that part of the journey shall be subject to the terms and conditions applicable to the means of transport in question (article 38 paragraph 2 Montreal Convention).

**Information in accordance with the Annex to Regulation (EC) 889/2002 amending Council Regulation (EC) 2027/97 on air carrier liability in the event of accidents:**

**Air carrier liability for Passengers and their baggage:** This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

**Compensation in the case of death or injury:** There are no financial limits to the liability for Passenger injury or death. For damages up to 113 110 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

**Advance payments:** If a Passenger is killed or injured, the air carrier must make an advance payment to cover immediate economic needs within 15 days of the determination of the person entitled to compensation. In the event of death, this advance payment shall not be less than 18,096 SDRs (approximate amount in local currency).

**Passenger delays:** In the event of Passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for Passenger delay is limited to 4 694 SDRs (approximate amount in local currency).

**Baggage delays:** In the event of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1 131 SDRs (approximate amount in local currency).

**Destruction, loss or damage to baggage:** The air carrier is liable for destruction, loss or damage to baggage up to 1 131 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was already defective in advance. In the case of unchecked baggage, the carrier is liable only if at fault.

**Higher liability limit for baggage:** A Passenger can demand a higher liability limit by making a special declaration when checking in at the latest and by paying a supplementary fee.

**Complaints pertaining to baggage:** If the baggage is damaged, delayed, lost, or destroyed, the Passenger must report this to the air carrier in writing as soon as possible. In the event of damage to checked baggage, the Passenger must report this in writing within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the Passenger's disposal.

**Liability of contracting and actual carriers:** If the air carrier actually performing the flight is not the same as the contracting air carrier, the Passenger has the right to address a complaint or to make a claim for damages against either or both of these. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

**Time limit for action:** Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

**Basis for the information:** The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States."

If the person collecting the baggage accepts any item of checked-in baggage without reservation, this action shall establish the disputable presumption that it has been delivered undamaged in accordance with the document of carriage. The Airline's liability is in all cases limited to proven damage. The damage to be compensated can reduce in the event of contributory fault. In addition, please refer to the liability provision in article 20 of the Montreal Convention.

**Information in accordance with regulation (EC) 261/2004:**

This information summarises the regulations relating to the liability of EU airlines to be applied by those airlines in accordance with the legal provisions of the Community in the event of a cancellation, flight delay, and/or refusal to transport. The regulation only applies if the Passenger is in possession of a confirmed booking for the relevant flight, has arrived in good time to check in at the specified time (except in the case of the cancellation of the flight), and is travelling for a fare available to the public. Claims for compensation as listed below may be ruled out if the incident is due to extraordinary circumstances that could not have been avoided even if all reasonable measures had been taken (for instance poor weather conditions, political instability, strikes, security risks, unexpected flight safety deficiencies). Similarly, the Passenger is not entitled to these benefits if he/she was excluded from the flight due to justifiable reasons e.g. related to health, general or operational safety, or inadequate travel documents.

According to regulation (EC) 261/2004, delays are deemed to be when the departure is delayed compared with the scheduled time of departure by at least 4 hours for flights above 3,500 km, 3 hours for flights between 1,500 and 3,500 km and flights above 1,500 km within the EU and 2 hours for flights up to 1,500 km. The Passenger is entitled to receive care and support services from the Airline if it is reasonably foreseeable that the flight will have a material delay. These services are limited to the provision of appropriate refreshments relative to the amount of waiting time and the opportunity for two short telephone calls, faxes or e-mails. Overnight accommodation will be provided if necessary at the discretion of the Airline. The Airline is not required to offer care or support services if this would further delay the departure. In the event of delays of more than 5 hours the Passenger is entitled to a refund for the Ticket relating to those sections of the journey (legs) that have not been completed, and for sections of the journey that have already been completed only to the extent that the flight, in view of the Passenger's original travel plans, has become pointless, if appropriate in conjunction with a return flight to the first departure airport at the earliest possible opportunity. In the case of a voluntary or compulsory exclusion from the booked flight in the event of an overbooking, the Passenger is entitled vis-à-vis the Airline to care and support services and refunding to the extent already described. In addition, the Passenger will be offered alternative carriage to the final destination of the booked flight. This replacement carriage is to be carried out at the earliest possible time and at comparable terms. Subject to the availability of seats, the Passenger can instead also travel to his/her final destination at a later time or a time requested by him/her, whereby the costs for refreshments, hotel and transfer incurred as from the earliest offered replacement flight are then to borne by the Passenger. Passengers excluded from the flight against their will are, in addition, entitled to compensation (in cash, by cheque or bank transfer or, subject to their agreement, in the form of a voucher). The value of this payment is dependent upon the distance of the planned journey and the carriage offered alternatively. For flying distances of up to 1,500 km the compensation payment amounts to EUR 250, for flights between 1,500 and 3,500 km and flights within the EU above 1,500 km it is EUR 400 and for all other flights EUR 600. If the Passenger is offered an alternative flight, the arrival time of which for flights of up to 1,500 km is no later than 2 hours, for flights between 1,500 and 3,500 km no later than 3 hours and for all flights above 3,500 km no later than 4 hours after the scheduled arrival time of the originally booked flight, the compensation payment only amounts to 50% of the above-mentioned payment values, i.e. in other words EUR 125, EUR 200 and EUR 300 respectively. The Passenger has the same rights to alternative carriage, care and support service, and refunding and compensation payment as listed above, should the flight for which the Passenger has a confirmed booking be cancelled. The Passenger is not entitled to compensation payments if the flight is cancelled due to extraordinary reasons that could not have been prevented taking all reasonable actions. Similarly, there is no right to compensation payment in the event of the Passenger being informed about the cancellation at least 14 days before the booked departure, between 14 days and 7 days before the booked departure and departure of the flight offered alternatively no more than 2 hours before the original time of departure or arrival no more than 4 hours after the planned arrival time, or in the event of being informed about the cancellation less than 7 days before the departure and departure no more than 1 hour before the original time of departure or arrival no more than 2 hours after the planned arrival time. The authority for complaints in the sense of the regulation is, for Germany: the Luftfahrt-Bundesamt (LBA), Hermann-Blenk-Str. 26, 38108 Braunschweig, for Austria: the Bundesministerium für Verkehr, Innovation und Technologie, Postfach 3000, Radetzkystr. 2, AT-1030 Vienna, for Switzerland: Office Fédéral de l'Aviation Civile, CH-3003 Bern.

#### **Information in accordance with regulation (EC) 2111/2005:**

Irrespective of the booking method used, the Airline will inform passengers at the time of booking about the identity of the Operating Air Carrier(s). If the identity of the Operating Air Carrier is not known at the time of booking, the Airline will ensure that the passenger is informed of the name of the

Air Carrier and/or Air Carriers which will probably be the Operating Air Carrier(s) for the relevant flights. In this case the Airline will ensure that the passenger is informed about the identity of the Operating Air Carrier(s) as soon as this identity is certain. If the Operating Air Carrier(s) is/are changed after the booking, the Airline will take all reasonable steps without delay, regardless of the reason for the change, to ensure that the passenger is informed about the change as quickly as possible. In all cases, the passengers will be informed at the time of check-in or, if no check-in is necessary for a connecting flight, at the time of boarding.

**Please note:** This information is required in accordance with regulation (EC) 889/2002, regulation (EC) 261/2004 and regulation (EC) 2111/2005. However, this information does not constitute the basis of a claim for damages, nor can it be used to interpret the provisions of the Montreal Convention.

### **Information on settlement of disputes out of court (arbitration):**

Since 1<sup>st</sup> November 2013, Air Berlin PLC & Co. Luftverkehrs KG and NIKI Luftfahrt GmbH have been members of the German Arbitration Board for Public Passenger Transport (Schlichtungsstelle für den öffentlichen Personenverkehr e.V. (söp)).

For customer complaints concerning an event after 1<sup>st</sup> November 2013, private passengers can contact the söp and request arbitration. One of the pre-conditions for this is that the passenger must have already approached the Airline and have failed to reach agreement within 2 months. There must also be no lawsuit pending in this regard. The [arbitration board](#), which is a neutral arbitration body working objectively and independently, will investigate the passenger's concerns and put forward a proposal for settling the dispute by agreement out of court.

Furthermore, for NIKI Luftfahrt GmbH it shall apply that in case of alleged infringement of EC Regulation No. 261/2004 and/or EC Regulation No. 1107/2006 this arbitration board will also participate in an arbitration procedure before the Agency for Passenger Rights. Further information about the Agency for Passenger Rights is available at [www.apf.gv.at](http://www.apf.gv.at).

Attention is drawn to the below information on the procedure operated by the German arbitration board for public passenger transport, as well as on the Agency for Passenger Rights (apf – *Agentur für Passagier- und Fahrgastrechte*) for Austria.

Arbitration board contact details:

söp Schlichtungsstelle öffentlicher Personenverkehr e.V.

Fasanenstraße 81

10632 Berlin

Tel.: +49 (0)30 – 6449933-0 (Monday to Friday from 10.00 to 16.00 H)

Fax: +49 (0)30 – 6449933-10

E-mail: [kontakt@soep-online.de](mailto:kontakt@soep-online.de)

[www.soep-online.de](http://www.soep-online.de)

apf – Agentur für Passagier- und Fahrgastrechte

Linke Wienzeile 4/1/6

1060 Wien

Tel. +43 (0)1/50 50 707 – 740

E-mail: [flug@apf.gv.at](mailto:flug@apf.gv.at)

[www.apf.gv.at](http://www.apf.gv.at)

In addition, pursuant to Art. 14 para. 2, EU Regulation No. 524/2013 of the European Parliament and the Council from 21 May 2013 on online consumer dispute resolution, attention is drawn to the possibility – for consumer disputes arising in connection with a contract concluded online – to use the respective OS platform operated by the European Commission. This is available at the following web address: <http://ec.europa.eu/odr>.

## **Information for the filing of complaints by people with disabilities (valid only for Spain):**

Due to the General Law brought into effect in the Kingdom of Spain to protect consumers and users as well as other additional Laws approved by Royal Decree-Law 1/2007 of 16 November and recently amended by law Ley 3/2014 dated 27 March 2014, people with disabilities in Spain have an additional opportunity to lodge their complaints directly and in person on-site at the airport, at the respective airline's service desk.

## **11. Deadlines for Compensation Claims and Complaints, Choice of Law**

### **11.1 Timely Notification of Complaint**

If the person collecting the baggage accepts any item of checked-in baggage without reservation, this action shall establish the disputable presumption that it has been delivered undamaged in accordance with the Contract of Carriage. In the event of damage to checked baggage, the Passenger must report this in writing to the carrier within seven (7) days. Claims for damages resulting from delays must be made to the carrier within twenty-one (21) days from the date on which the baggage was placed at the Passenger's disposal. Reports of damage must be made in writing. If the deadline for written complaints expires, action against the Airline is no longer admissible.

The written complaint is to be sent to Air Berlin PLC & Co. Luftverkehrs KG, Kundenservice, Saatwinkler Damm 42-43, 13627 Berlin, Germany or alternatively the online complaints form may be used (download at: [www.airberlin.com/complaint](http://www.airberlin.com/complaint)). Passengers are recommended to carry valuables, medication, perishable or fragile items in their hand baggage (up to a maximum weight of 8 kg / 18 lb).

### **11.2 Time Limits for Complaints**

In the context of international carriage of persons or baggage, court action to claim damages must be brought within two years from the date of arrival of the aircraft. This period begins on the date on which the aircraft arrived at the destination or ought to have arrived there, or on which the transport was stopped. The dates for calculation of this period shall be based on the law applicable in the invoked court.

### **11.3 Choice of Law**

Unless precluded by mandatory law, the Contract of Carriage, including these General Terms and Conditions of Carriage and all other fare arrangements in the relationship with the booking party, will be subject to the laws of the Federal Republic of Germany in regard to air transportation and all other additional services. The conflict of law rules in international civil law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.

## **12. Miscellaneous**

Should one or more of the clauses in these General Terms of Carriage be invalid, this shall not affect the validity of the remaining clauses.

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