

These General Conditions of Carriage of TUI fly apply to all of the Carriage of passengers and baggage that is performed by TUI as Contractual Carrier and/or TUI fly as Actual Carrier.

ARTICLE 1: DEFINITIONS

- 1.1 **Liability Regulation** refers to Regulation (EC) no. 889/2002 of the European Parliament and of the Council dated 13 May 2002 amending Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents.
- 1.2 **General Conditions of Carriage** refers to these General Conditions of Carriage of TUI fly.
- 1.3 **TUI** refers to TUI Nederland N.V.
- 1.4 **TUI fly** refers to TUI Airlines Nederland B.V., and any other (air) carrier that is instructed by TUI Airlines Nederland B.V. for the purpose of realising the agreed carriage (by air).
- 1.5 **Baggage** comprises both Registered Baggage and Non-Registered Baggage, as well as animals, unless specified otherwise.
- 1.6 **Baggage-Identification Tag** refers to the document issued by the Actual Carrier that is attached to a certain piece of Registered Baggage for the purpose of identifying that baggage.
- 1.7 **Authorised Agent** is a representative who has been appointed by Carrier to represent Carrier in the sales of air travel services to Passengers and, if authorised to do so, in the sales of services offered by other air carriers.
- 1.8 **Exceptional Baggage** is Registered Baggage that does not have the weight, the form and/or the size of regular suitcases and bags. Exceptional Baggage includes, but is not limited to, bicycles, surf-, kite-, wake-, wave- and snowboards, masts, golf clubs, prams, fishing equipment, diving equipment, ski's, delta-fliers, musical instruments, medical baggage, scooters, wheelchairs, mobility scooters, as well as the packaging and coverings in which these objects are contained.
- 1.9 **Gross Negligence** means any act or omission done recklessly with the knowledge that damage would probably result.
- 1.10 **Booking** means each request for the carriage of a Passenger that is registered and accepted by Carrier or its Authorised Agent.
- 1.11 **Booking Confirmation** means a confirmation of the Booking or any other documentary evidence that the booking was registered and accepted by TUI stating the Passenger's name, flight details and notices.
- 1.12 **Check-in Deadline (CID)** means the latest time set – by Carrier – for each flight by which the Passengers must have completed their check-in formalities, including Baggage check-in if applicable.
- 1.13 **Baggage Claim Ticket** is the part of the Ticket that concerns the Carriage of the Registered Baggage of the Passenger, which is issued to the Passenger by the Actual Carrier upon checking in the Registered Baggage and with which the Passenger can demonstrate his authorisation to receive the Baggage after the flight.
- 1.14 **Comfort Level** refers to the comfort level for which the Passenger has reserved a seat on a TUI fly flight and which comfort level is mentioned on the Flight Coupon. TUI fly flights include the following levels of comfort: Economy, Comfort, Premium and Star Class.
- 1.15 **Contractual Carrier** refers to the party with whom the Passenger has agreed his Carriage by air, including the Tour Operator with whom the Passenger has concluded a Travel Package Agreement that includes carriage by air.
- 1.16 **Days** refers to calendar days, provided that when sending a notification, the day this is being sent shall not be taken into account and the day upon which the ticket is issued and/or day upon which the flight begins, shall not be taken into account when determining the validity of the Ticket.
- 1.17 **DBC-Regulation** refers to Regulation (EC) 261/2004 of the European Parliament and of the Council dated 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91.
- 1.18 **Schedule** refers to the list stating the departure times and arrival times of the flight as indicated in the schedule that is made available by or on the authority of Carrier, or as made public through electronic means.
- 1.19 **Electronic Ticket** refers to an electronic document that, insofar as the provisions of the General Conditions of Carriage have been met, entitles to Carriage and that has been issued by or on behalf of Carrier, which generally bears the heading "Electronic Ticket" and/or "Passenger Itinerary Receipt" and that in any event includes the following information: a ticket number, a reservation number, the name of the Passenger, the date of the flight, the time of the flight, the flight number, the Place of Departure and the Destination.
- 1.20 **Actual Carrier** refers to the air carrier that actually performs the Carriage of the Passenger by air, irrespective of whether or not the Passenger has a contractual relationship with this carrier.
- 1.21 **Registered Baggage** is the baggage that the Actual Carrier takes into its custody and for which it issues a Baggage Claim Ticket.
- 1.22 **Non-registered Baggage** is all of the Passenger's Baggage, with the exception of the Registered Baggage.
- 1.23 **KLM** means koninklijke Luchtvaart Maatschappij N.V.
- 1.24 **Wilful Misconduct** is any act or omission, the purpose of which is to cause Damage and with the knowledge that this Damage will result.
- 1.25 **Agreed Landing Sites** are the places, with the exception of the Place of Departure and the Destination, as indicated on the Ticket or in the Schedule of Carrier as the designated landing sites along the route of the Passenger.
- 1.26 **Force Majeure** refers to exceptional circumstances that, despite the fact that all reasonable measures have been taken, could not be prevented. Such circumstances include situations of political instability (war, riots, the shutdown of airports, embargo's, garnishments, hostilities, international instability, government regulations), weather conditions that do not allow for the performance of the flight concerned (floods, earthquakes, hurricanes, heavy fog, severe storm, snow or freezing rain on the runways), safety risks (terrorist attacks, bomb alerts, hijackings, requisitioning of the plane or of seats on the flight by an administrative order, fire or explosions, sabotage), unforeseen problems related to flight safety (such as mechanical defects, faulty or non-functioning airport facilities due to, for example, malfunctions in navigation systems, de-icers, failures in the airport information systems), unforeseen diversions/reroutings due to illness or birth on board and/or disruptive Passenger(s), epidemics, strikes that influence the operational management of TUI fly in a negative way, a decision by the air traffic control with respect to a certain aircraft on a certain day, causing a prolonged delay or the cancellation of one or more flights with the aircraft concerned.
- 1.27 **OR and TFL** are the IATA and ICAO letter codes of TUI fly, which in general are followed by a flight number.
- 1.28 **Package Travel** means means the pre-arranged combination of not fewer than two of the following when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (1) transport, (2) accommodation, (3) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package, as stipulated in Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours.
- 1.29 **Package Travel Contract** means an agreement pursuant to which a Tour Operator agrees to provide a Package Travel to his contracting party (the traveller).
- 1.30 **Package Travel Carriage** means Carriage as part of a Package Travel Contract.
- 1.31 **Passenger** is each person, with the exception of the flight crew, who is carried or is to be carried in an aircraft of TUI fly.
- 1.32 **Passenger with Reduced Mobility** concerns any person whose mobility with respect to the use of the Carriage is limited as a result of a physical handicap, a mental disorder, age or any other cause of a handicap, and whose situation requires that he receives appropriate attention and that the services provided to all Passengers be adapted accordingly.
- 1.33 **Passenger Coupon** is the part of the Ticket that bears the designation "passenger coupon" or "passenger receipt" and that is eventually to be kept by the Passenger.
- 1.34 **Destination** is the airport of the ultimate landing place of the Passenger as indicated on the Ticket.
- 1.35 **Place of Departure** is the airport at which the Carriage begins, as indicated on the Ticket.
- 1.36 **Stop-Over** refers to the intentional interruption of the journey by the Passenger at a location between the Place of Departure and the Destination.
- 1.37 **Tour Operator** means the person who, other than occasionally, organizes Package Travels and sells or offers them for sale in his own name to the public or a group of persons and who has entered into a transportation agreement with TUI fly or any other Actual Carrier.
- 1.38 **Damage** includes death, injury, loss, theft, damage whether or not as a result of a delay or cancellation, partial loss or damage of any other nature that results from or is caused in connection with the Carriage performed by or on behalf of TUI fly, or other services relating to the carriage.
- 1.39 **SDR (Special Drawing Right)** is a monetary unit as determined by the International Monetary Fund.
- 1.40 **Fare Difference** means the difference between the fare paid in first instance and the applicable fare on the moment of change of the Ticket or Booking, if the latter fare is higher.
- 1.41 **Tariff Regulations** means the regulations and conditions applicable to a fare as determined by Carrier.
- 1.42 **Tarmac Delay Plan** means the contingency plan as described by the U.S. Department of Transportation (DOT) and adopted by the TUI fly in the event of a significant delay of the aircraft on the tarmac at an airport located within the U.S. territory.
- 1.43 **Ticket** a Ticket is a valid document issued by or on behalf of TUI and entitling its holder to Carriage, or an equivalent document, such as the Electronic Ticket, which is subject to the General Conditions of Carriage.
- 1.44 **Transavia.com** means Transavia Airlines C.V.
- 1.45 **Convention** means, as applicable, one of the following documents, depending upon which of these applies to contract of carriage:
- The Convention for the unification of certain rules relating to international carriage by air, signed in Warsaw on 12 October 1929 (the "Warsaw Convention");
 - the Hague Protocol on 28 September 1955 amending the Warsaw Convention;
 - the Convention Supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier, Signed in Guadalajara on 18 September 1961;
 - the Warsaw Convention as amended by Montreal Protocols no. 1, 2 and 4 (1975);
 - the Convention for the Unification of Certain Rules for International Carriage by Air, signed at

Montreal on 28 May 1999 (Montreal Convention);
 • Regulation (EC) no. 889/2002 of the European Parliament and of the Council dated 13 May 2002 amending Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents.

- 1.46 **Carriage** is the carriage of Passengers and/or Baggage by aircraft, whether or not for reward, including any related transportation services.
- 1.47 **Carrier** comprises the Contractual Carrier and the Actual Carrier.
- 1.48 **Flight Coupon** is the part of the Ticket that states "Flight Coupon" and that contains the words "good for passage" and that indicates the Place of Departure and the Destination.

ARTICLE 2: SCOPE OF APPLICABILITY

General

- 2.1 Subject to the other provisions of this article and to those of article 16.3, the General Conditions of Carriage apply:
- to flights or parts of flights with respect to which the section on the Ticket with the title "Vervoerder", "Carrier" or "Airline" contains "OR", "TFL", "TUI" or "TUI fly", or;
 - to all of the flights or parts of flights mentioned on the Ticket with a flight number that contains the code "OR".
- 2.2 The articles 1 up to and including 4 of the General Conditions of Carriage also apply to agreements where TUI acts as Contractual Carrier and Transavia.com as Actual Carrier and pursuant to which the flight is operated under a HV call sign. In these situations the articles of the general conditions of carriage of Transavia.com as referred to in article XVII of those conditions apply. Up to 10 days before departure, Articles 1 to 4 of the General Conditions of Carriage shall also apply to agreements where TUI acts as Contractual Carrier and KLM as Actual Carrier and pursuant to which the flight is operated under a KL flight number. In these situations, the articles of the general conditions of carriage of KLM are also applicable.
- 2.3 The General Conditions of Carriage apply between the Passenger and the Contractual Carrier. Furthermore and subject to article 2.2, the General Conditions of Carriage apply between the Passenger and the Actual Carrier, if the Contractual Carrier and the Actual Carrier are not the same (legal) person. In the cases mentioned in the preceding sentence, the General Conditions of Carriage are stipulated by the Contractual Carrier on behalf of and for the benefit of the Actual Carrier.
- 2.4 These General Conditions of Carriage also apply to Carriage free of charge or to Carriage at a reduced rate, unless provided otherwise in the contract of carriage or any other contractual document between the Contractual Carrier and the Passenger.

Applicable version

- 2.5 The General Conditions of Carriage have been drafted in the Dutch language as well as in various other languages. In the event of a conflict between the Dutch version and one of the other versions, the Dutch version shall prevail.
- 2.6 If the General Conditions of Carriage apply pursuant to the preceding articles, then the version that applies is the version that applied at the time that the Passenger entered into the contract for the carriage by air or the Package Travel Contract.

Applicable law

- 2.7 The Carriage to which the General Conditions of Carriage apply, as well as these General Conditions of Carriage as such, are subject to Dutch law.

Mandatory law

- 2.8 If and to the extent that it becomes a fact of law that a provision, or a part of a provision, of the General Conditions of Carriage is in violation of any statutory provision of a mandatory nature, then only the provision, or the part of the provision

concerned will be considered not to have been agreed upon, provided that the other provisions of the General Conditions of Carriage will remain in full force and effect. Within this context statutory provisions include amongst others:

- conventions;
- (international) legislation;
- government regulations.

ARTICLE 3: TICKETS

Terms and conditions for valid Tickets

- 3.1 A Ticket will not be issued until the rate that applies has been paid in full or after a payment scheme as stipulated by TUI has been observed.

Ticket irregularities; lost or stolen Tickets

- 3.2 In the event of the loss or theft of a Ticket, of if a Ticket has completely or partially been damaged, or if a Ticket that is presented does not include the Passenger Coupon and/or the Flight Coupon of the relevant flight and does include all of the unused Flight Coupons for successive flights, then the Passenger concerned will be obligated to purchase a new Ticket. Carrier may however, at its own discretion and after assessing the proof that is available at that time that a valid Ticket for the relevant flight was issued and/or was paid up for, decide to replace the relevant Ticket, either entirely or partially, by a new Ticket at a reasonable administrative fee. A situation of this kind may occur if the Ticket or part of the Ticket has been stolen and the Passenger can present proof of the theft, provided that the lost or stolen Ticket, or a part thereof, has not already been used, refunded or replaced.

Cancellation of Ticket

- 3.3 Passengers have the option to cancel a Booking or a Ticket. By doing so the contract for the carriage by air will be terminated. If and to the extent not explicitly stated otherwise at the time that the Booking was made or at the time that the Ticket was booked, the costs of the cancellation of a Booking or a Ticket will be equal to 100% of the price (owed) for the relevant Booking or Ticket. No refund will take place, with the exception of all of the passenger related duties, levies and taxes as imposed by airports and governments. These can be refunded at the request of the Passenger subject to the condition that the Passenger submits a written request to that effect to the Contractual Carrier within three months after the date of cancellation. Bookings made and Tickets booked via www.tui.nl or via the TUI call centre can only be cancelled by telephone during office hours. Bookings made and Tickets booked through other channels are to be cancelled via the same channels through which they were made/booked. It is recommended that the Passenger purchases adequate insurance for the financial consequences of a cancellation as described in this paragraph.

Changes to Ticket

- 3.4 The provisions in this paragraph apply if and to the extent that it has not been explicitly determined otherwise at the time that the Booking was made and/or the Ticket was booked. Replacing the name of a Passenger by the name of some other Passenger is not considered a change to the Ticket, but is rather considered a cancellation of the relevant Ticket. A change by or on behalf of the Passenger in respect of the date of departure of the outbound flight or the Destination is only allowed on the condition that the Passenger shall pay 100% of the price of the original Booking or Ticket. The Passenger is allowed to change the date of the return flight, provided that a request to that effect shall be done by the Passenger and shall be approved by Carrier before the outbound flight takes place and provided that sufficient seats are available on the alternative return flight. The costs involved for flights to international destinations are: a fee of € 200,- per Ticket of which the date is changed, to be increased with the Fare Difference.

After the start of the outward flight, the fee is € 250,- per Ticket of which the date is changed, to be increased with the Fare Difference. For flights to other destinations the costs are a fee of € 100,- per Ticket of which the date is changed, to be increased with the Fare Difference. After the start of the outward flight, the fee is € 150,- per Ticket of which the date is changed, to be increased with the Fare Difference. The change will apply to all of the Passengers whose booking have the same booking number. Without prejudice to article 3.5, a fee of € 27,- will be charged per Passenger with regard to changing the name of the Passenger and/or submitting special requests. Bookings made and Tickets booked via www.tui.nl or via the TUI call centre can only be changed by telephone during office hours. Bookings made and Tickets booked through other channels are to be changed via the same channels through which they were made/booked. By way of derogation from the provisions of this Article, Article 3.4. Applies to changing tickets where TUI acts as Contractual Carrier and KLM as Actual Carrier and pursuant to which the flight is operated under a KL flight number and if the change of ticket is less than 10 days before departure, the costs for date change are € 150, - and for name correction € 100, - per ticket (one way).

Booking and/or Ticket non-transferable

- 3.5 A Booking and/or Ticket is non-transferable. If a Ticket is presented by someone other than the person indicated on the Ticket as entitled to Carriage, then Carrier will not be liable towards the entitled person if the Carriage is provided in good faith to the person who presented the Ticket.

Extending the validity

- 3.6 In the event that a Passenger is prevented from travelling within the term of validity of the Ticket because Carrier:
- fails to arrive at a landing site as specified in the Flight Schedule, being the Place of Departure, the Destination or a Stop-Over of the Passenger, or;
 - imputably causes the Passenger to miss a connecting flight, then the term of validity of the Passenger's Ticket will be extended until the next flight by TUI fly that has an available seat in the class that was paid for.
- 3.7 In the event that a Passenger dies during the Carriage, the Tickets of those travelling with the relevant Passenger can be changed in the form of a reduction of the minimum length of stay and an extension of the term of validity. In the event that the spouse or a close relative of the Passenger dies after the commencement of the Carriage, then the Tickets of the Passenger and of the close relatives travelling with the Passenger can be changed in the same way. Such change will be made after having received a death certificate in the proper form. The extension of the validity will not exceed 45 days, counting from the date of death.

Order of the Flight Coupons

- 3.8 The Passenger shall save all Passenger Coupons for the duration of the trip and shall present these to Carrier upon request. Carrier will only accept the Flight Coupons if all of the Passenger Coupons and all unused Flight Coupons for successive flights that have not already been presented to Carrier are all still in the Ticket. Flight Coupons regarding Carriage that the Passenger has already enjoyed or that concern a flight for which the Passenger has just checked in shall also be presented to Carrier upon request.
- 3.9 If the first Flight Coupon for international Carriage has not been used and the Passenger commences his trip at a Stop-Over location or a Agreed Landing Site, then the Ticket will no longer be valid and Carrier shall have the right to refuse Carriage based on that Ticket.

Comfort Level

- 3.10 Each Flight Coupon will be accepted for Carriage

in the Comfort Level as specified on the Flight Coupon, on the date and for the flight on which a seat has been reserved.

ARTICLE 4: FARES AND SURCHARGES

General

4.1 The fares only concern the Carriage from the Place of Departure to the Destination. Unless explicitly stated otherwise in writing, the fares do not include the costs of the ground transportation between airports and between airports and check-in desks/terminals. Carrier may, at its own discretion, provide such transportation or have such transportation provided free of charge.

Applicable fares

4.2 The applicable fares are the fares that have been published by or on behalf of TUI or, if these have not been published, have been calculated for the flight or the flights as indicated on the Ticket from the Place of Departure to the Destination and are valid for the travel class as indicated on the Ticket on the date upon which the Booking has been made.

4.3 If a Passenger has not paid all amounts due with regard to the Ticket, including taxes and surcharges, before the date(s) stipulated by Carrier or its Authorized Agent, Carrier is entitled to cancel the Booking without prior notice. A cancellation by Carrier will not lead to any liability of Carrier towards the Passenger and/or any obligations towards this Passenger. Carrier is entitled to claim the Damage from the relevant Passenger. By way of liquidated damages this Damage amounts to 100% of the price of the Ticket booked by the Passenger.

Taxes and surcharges

4.4 All taxes and surcharges with regard to a Passenger or with regard to the use of services or facilities by the Passenger and that are levied by the government, by national or other authorities, or by the airport management, will, to the extent that these are not already included in the fare, be separately charged to the Passenger and are to be paid the Passenger, even if the Passenger has already paid the fare for the Ticket.

Currency

4.5 To the extent permissible by the applicable law, the fares and surcharges can be paid in any currency that is acceptable to Carrier. If the payment is made in a currency other than the currency of the country in which the valid fare was made public, then the purchase rate of the bank will apply as the exchange rate for such payment. Carrier will observe the purchase rate of the day upon which the Ticket is to be or was issued.

ARTICLE 5: SEAT RESERVATIONS

Seats

5.1 Carrier will make a best effort to honour any request made in advance regarding the reservation of a seat. Seat reservations are not binding. Carrier reserves the right to deviate from seat reservations if such is necessary or desired for operational, safety or security reasons, even if this occurs after the Passengers have boarded the aircraft.

ARTICLE 6: CHECK-IN/BOARDING

6.1 Check-in Deadlines (CID) vary per airport. Unless otherwise specified in the travel documents of the Passenger, he shall report to the check-in desk not later than an hour and a half prior to the departure time for flights within Europe (including the Canary Islands, Madeira and the countries/islands in and around the Mediterranean). This time limit shall be two and a half hours for all other flights (including the Azores and Cape Verde). Passengers shall always keep themselves informed of the exact deadlines. Passengers shall respect the Check-in Deadlines in order to render their trip possible and to prevent the cancellation of their Booking or Ticket. If the Passenger's journey is comprised of successive flights,

then the Passenger shall collect information himself regarding the other Check-in Deadlines by making inquiries with TUI or its Authorized Agent.

- 6.2 Passengers shall report in time to the check-in desk of Carrier prior to their flight for the purpose of dealing with all formalities, which are in any event to be dealt with by the Passenger within the specified Check-in Deadline. Should a Passenger fail to observe the Check-in Deadline, then the Passenger will no longer be entitled to make his journey. Carrier shall then have the right to refuse to transport the Passenger and can avail itself of the relevant seat at its own discretion without being liable towards the Passenger.
- 6.3 The Passenger shall arrive at the gate as specified by the check-in staff not later than the time as specified by them, for the purpose of dealing with all of the boarding formalities. Should the Passenger fail to report to the gate and at the time as specified, then Carrier will have the right to refuse to transport the Passenger and can avail itself of the seat concerned at its own discretion without being liable towards the Passenger.
- 6.4 Carrier is not liable for damages or costs incurred if the Passenger fails to comply with the provisions of this article.

ARTICLE 7: REFUSAL AND LIMITATION OF CARRIAGE / BEHAVIOUR ON BOARD

Right to refuse Carriage

- 7.1 Carrier is entitled to refuse the Carriage of the Passenger and his Baggage on board a flight of Carrier for which the Passenger can present a Ticket, in the event that one or more of the following situations has occurred or is likely to occur (whether prior to the flight or not):
- The refusal to transport is necessary in the reasonable opinion of Carrier in order to observe the laws, regulations, provisions or instructions that apply in a state or country from which, to which or above which the flight is to take place;
 - The behaviour and/or comments of the Passenger is/are of such nature that there is reason to doubt being able to guarantee the safety of one or more persons, goods or the aircraft itself. Such comments or behaviour include, among other things, the use of threatening, abusive or insulting language and acting (or threatening to act) aggressively, violently or threatening way towards the ground staff, airline crew and co-Passengers. This behaviour furthermore includes making false bomb alerts;
 - The physical or mental condition of the Passenger (including situations caused by the use of alcohol, drugs or medicines) is of such nature that the Passenger may possibly be an inconvenience, hazard or risk to him/herself, the other Passengers, the crew, goods or the aircraft itself;
 - The Passenger has, or appears to have, illegal drugs in his possession;
 - The Passenger has put the safety, good order and/or discipline at risk when checking in for the flight or, in the case of connecting flights, has done so during a preceding flight and Carrier has reason to suspect that such behaviour might be repeated;
 - The Immigration and/or customs authorities and/or any other government body have/has informed Carrier (in writing or orally) that the Passenger is not permitted to travel and/or Carrier has informed the Passenger (orally or in writing) that TUI and/or TUI fly shall not transport the Passenger on its flights either for a certain time period or permanently. This includes, but is not limited to, the situation in which Carrier has received a negative travel recommendation from one of these authorities with respect to the Passenger, for example in

cases in which the Passenger is suspected of smuggling (or having the intent to smuggle) drugs and in situations in which the authorities have informed the Passenger in writing that TUI and/or TUI flyCarrier will no longer transport the Passenger;

- The Passenger has refused to submit him/herself to a security inspection, such as the inspection referred to in article 12.5, or has refused to present his ID or is not able to present proof of ID;
- The Passenger is not able to prove that he is the person who is specified as the Passenger on the Ticket;
- The Passenger (or the (legal) person who paid Carrier for the Ticket) has not (fully) paid the applicable fare and/or the levies, costs, taxes and surcharges owed;
- The Passenger is not, or appears not to be, in possession of the required travel documents, intends or possibly attempts to acquire access to a country that is to be visited as a Stop-Over, or a country for which the passenger has no legally valid visa, has destroyed his travel documents during the flight, has prevented Carrier from making and keeping copies of the travel documents, or the travel documents of the Passenger have expired or are no longer complete in view of the current rules and regulations, or the documents appear to be fraudulent, forged or are suspect in some other way;
- The Ticket as presented by the Passenger:
 - is invalid or appears to be invalid, or;
 - is found to have been obtained wrongfully or purchased from an organisation other than Carrier, the Tour Operator or its Authorized Agent, or;
 - is registered as a stolen or lost document, or;
 - proves to be forged or fraudulent or suspect in some other way, or;
 - is damaged, or has been altered by someone other than Carrier or its Authorized Agent;
- The Passenger proves to require special assistance upon checking in or boarding the aircraft and this assistance was not requested at the time that the Booking was made or altered (such pursuant to article 8), which special assistance Carrier cannot reasonably be expected to provide;
- The Passenger has failed to observe the instructions and provisions regarding the safety and/or security, as stipulated by or on behalf of Carrier, by or on behalf of any other authorised body and or by a security organisation;
- The Passenger has a Ticket that does not include the Flight Coupon for the relevant flight;
- The Passenger does not possess (in addition to documents referred to under j), the documents required by Carrier and made known to the Passenger on its website www.tui.nl to obtain access to the Netherlands. This condition also applies when the Passenger on transfer to another country through a Stop-Over in the Netherlands does not have the intention to leave the airport and/or go through customs;
- Carrier itself has decided in its sole discretion, not to carry the Passenger on its flights for a certain period of time due to the Passenger's (mis)conduct against Carrier, its crew and/or ground staff, its aircraft/ assets and/or property, its services or its Passengers, and has informed the Passenger thereof either orally or in writing;
- The Passenger has not agreed with the conditions submitted to the Passenger by Carrier, which conditions are submitted due to the Passenger's (mis)behaviour against Carrier, its crew and/or ground staff, its aircraft/assets and/or property or its Passengers, and has informed the Passenger thereof either orally or in writing.

Carrier has the right in the cases referred to under h), i), j), k), n), o), p) and q) to repossess the Ticket of the Passenger and to refuse the Passenger the Carriage as agreed upon.

Behaviour on board the aircraft

- 7.2 The Passenger shall comply with any instructions/ orders given by or on behalf of the captain. If the behaviour of a Passenger on board the aircraft puts, or threatens to put, one or more persons or objects or the aircraft itself at risk, if a Passenger prevents the crew from exercising its duties, violates the provisions of this article 7, does not comply with the instructions of the crew for the purpose of guaranteeing the safety of the aircraft or the safe, efficient and comfortable Carriage of Passengers and crew, or if he behaves in such a way that other Passengers can reasonably object, then Carrier is authorised to take the measures that it finds necessary to prevent the behaviour from continuing.
- 7.3 Within the scope of the above, and pursuant to article 96.4 of the Aviation Supervision Regulation (Regeling Toezicht Luchtvaart), the captain is authorised to take any measures that are necessary to guarantee the safety of the flight, including having the Passenger removed from the aircraft. The captain is also authorised to take reasonable measures, including the restriction of freedom, in order to guarantee order, discipline and safety on board the aircraft and that enable the captain to hand over to the proper authorities any person who is disturbing (or threatens to disturb) the order or who puts the safety of the aircraft at risk. The captain may report offences/criminal acts, including the non-observance of orders/ instructions given by or on behalf of the captain. A Passenger handed over to the proper authorities or who is removed from the aircraft, is no longer entitled to (further) Carriage on the relevant flight, a possible return flight, and/or any other flights that are operated by Carrier and/or its associated parties.
- 7.4 Carrier may limit or prohibit the use of electronic equipment, including portable telephones, laptop computers, tablets, portable recorders, portable radio's, CD players, electronic games, remote-controlled toys, scanners, walkie-talkies and other equipment that works via an antenna, on board the aircraft for safety reasons. This does not apply to hearing devices and pacemakers for the heart.
- 7.5 The Passenger is not allowed to consume alcoholic beverages that he has brought on board. Carrier is authorised to limit or discontinue serving a Passenger alcoholic beverages at its own discretion for the purpose of maintaining order and discipline on board.
- 7.6 Smoking (including smoking a conventional cigarette, the use of an electronic cigarette or any other artificial forms of smoking during which smoke, vapour or scents are released) is expressly prohibited on board the aircraft.
- Recovery of costs*
- 7.7 In the event that the Passenger violates the provisions of this article 7, or violates in some other way his obligations, then Carrier is authorised to refuse the (further) Carriage of the Passenger without being liable to compensate for any Damages or to refund the Ticket price or provide compensation of any other kind. In such cases the Passenger shall furthermore indemnify Carrier against the Damage caused as a result of his acts and omissions in violation of this article 7. This includes the costs reasonably incurred by Carrier in the event that Carrier has to have the aircraft diverted or rerouted as a result of the behaviour of the passenger to a location other than the original Destination.
- Future refusal*
- 7.8 If the Passenger violates the provisions of this article 7, or violates in some other way his obligations, then the Contractual Carrier has the

right to refuse him/her on one or more future flights of TUI fly and/or its associated parties.

Security measures to control aggression

- 7.9 To safeguard public order and safety of and aboard its flights, Carrier keeps black list. This contains the names of the Passengers who have disturbed the safety, to such extent that they will not be allowed transportation on board TUI fly aircraft for a certain period of time, or only under certain conditions stipulated by TUI or TUI fly. These persons are personally informed (if possible in writing) about the fact that their name has been placed on this list and how long they will stay on this list. Interested parties may request permission to examine this data or to make changes to its accuracy by submitting a request in writing to TUI.
- Security measures regarding routes from and to Aruba, Curacao, Sint Maarten, BES islands and Surinam*
- 7.10 Passengers on the routes from and to Aruba, Curacao, Sint Maarten, BES-eilanden (Bonaire, Sint Eustasius and Saba) and Surinam who have disembarked at Amsterdam Airport Schiphol and have been found by the Royal Netherlands Marechaussee (RNLM) to be carrying illegal drugs will be recorded on a black list by the Dutch government. The names of these persons shall also be transferred to TUI and TUI fly. On the basis of this information, TUI will be entitled to refuse to enter into any contract of carriage or Package Travel Contract with these persons for a period of three years.

ARTICLE 8: SPECIAL ASSISTANCE

General

- 8.1 The Carriage of unsupervised children of 11 years and younger, Passengers with Reduced Mobility, ill passengers or any other Passenger who requires special assistance, shall only take place with the prior permission of Carrier. At the time of making (and/or changing) the Booking the Passenger shall inform TUI of such circumstances or of the fact that he requires special assistance, as well as of the fact that the Passenger observes a special diet, requires extra oxygen and/or requires some other form of special assistance on medical grounds prior to, during and/or after a flight. If the Passenger fails to do so, then Carrier cannot guarantee that the required assistance can be provided and Carrier will then have the right to refuse to transport the relevant Passenger if, for example, the safety of the aircraft cannot be guaranteed.
- 8.2 The Carriage of Passengers as referred to in the preceding paragraph is subject to limitations and ultimately 48 hours prior to the departure of the flight Carrier shall be informed by the Passenger of the exact nature of the limitations and the special assistance that the Passenger requires prior to, during and after the flight. It is important that the Passenger provides Carrier with information on the ability to walk independently, to walk stairs or the inability to walk at all. Proper support will be provided on the basis of this information. These Passengers are requested to check in well in time so that there is ample time to, for example, make a wheelchair ready for travel. If a Passenger wishes to travel with a wheelchair with a liquid battery or a mobility scooter, then he shall make this known upon booking the flight. Carrier will not be liable if it cannot satisfy certain requests.
- 8.3 If a Passenger requests special assistance within the last 48 hours prior to the scheduled departure time, then Carrier will not be liable if the relevant request cannot be satisfied. In such case Carrier will be authorised to refuse to allow the Passenger to go on board, pursuant to article 7 paragraph 1, sub-paragraph I).

Pregnant women

- 8.4 The following applies to the Carriage of pregnant women. No limitations apply with respect to the Carriage if the pregnancy of the Passenger has not exceeded 27 weeks. Carrier reserves the right to request a medical statement regarding the

number of weeks of the pregnancy on the date of the departure of the flight. If the pregnancy of the Passenger is between the 28th week and the 36th week, then Carriage of the pregnant Passenger is only allowed if TUI grants permission in advance and the relevant Passenger shall submit a doctor's certificate indicating that she is capable of flying and that there are no medical objections against flying. Carrier shall not transport a pregnant Passenger who is in the 36th week, or later, of her pregnancy. In case the Actual Carrier is another air carrier than TUI fly, the Passenger needs to inquire with that Actual Carrier if there are any limitations with regard to the Carriage.

Medical complaints prior to transport

- 8.5 If the Passenger has reason to believe that medical complaints may occur during the flight, then he shall consult a doctor before proceeding to fly, especially if it regards a long flight. It is the responsibility of the Passenger to take the necessary precautionary measures. Should the Passenger fail to do so, then this will be at his own expense and risk.

Recovery of costs

- 8.6 In the event that the Passenger fails to inform Carrier with respect to a mental or physical condition, pregnancy, or reduced mobility and Carrier must subsequently have the aircraft divert to a Destination that was not scheduled, then Carrier is entitled to recovery the reasonably incurred costs of the diversion and any other related costs from the Passenger.

ARTICLE 9: BAGGAGE

Passenger's obligations

- 9.1 a) The Passenger declares that he is fully aware of the content of all of his Baggage.
 b) The Passenger undertakes not to leave his Baggage unattended from the moment he packs it and not to accept items from another Passenger or from any other person.
 c) The Passenger is advised not to include perishable or fragile items in his Baggage. If however the Passenger included such items or objects in his Baggage, he must ensure that these are properly and securely packed and protected in suitable containers in order not to damage other objects and goods, Baggage belonging to other Passengers or the aircraft.

Objects that cannot be transported as baggage

- 9.2 The Passenger shall not carry the following objects in his Baggage:
 a) objects, fluids or other substances (other than alcoholic beverages and non-radioactive medicinal- or toiletries, whether or not in a spray can) that may prove a substantial risk for the health, for the safety and for the objects that are transported by air, such as explosives, compressed gasses, corrosive, oxidising or radioactive materials, magnets, materials that are easily inflammable, toxic, perishable or irritating substances and all other objects as described in the Technical Instructions for the Safe Transport of Dangerous Goods by Air of the International Civil Aviation Organisation (ICAO) and the Dangerous Goods Regulations of the International Air Transport Association (IATA) (more information can be obtained from Carrier upon request);
 b) objects, the Carriage of which is prohibited by the applicable laws, regulations or provisions of a state to which, from which or over which air travel shall be performed;
 c) objects that in the opinion of Carrier are not suitable for transport due to their weight, size, form, scent or nature;
 d) living animals, unless in accordance with the conditions stipulated in articles 9.29 through 9.32.
- 9.3 Firearms, munitions and weapons, such as antique firearms, swords, knives and similar objects (declared prohibited under the weapons and

- munitions laws that apply) will not be accepted for Carriage, unless the Carriage takes place in the form of cargo or Registered Baggage and Carrier has given permission in advance and, if applicable, the conditions as set by Carrier have been complied with.
- 9.4 Additional information about prohibited objects that cannot be transported as Non-Registered Baggage can be obtained with Carrier.
- 9.5 Carrier is not liable for Damage as a result of the dangerous goods as referred to in articles 9.2 and 9.3. The relevant Passenger shall be exclusively responsible for such goods, and all Damage resulting from such goods (including Damage to third parties) is at the expense and risk of the Passenger.
- Right to refuse and storage of Baggage*
- 9.6 a) Carrier will refuse the Carriage as Baggage of each object as referred to in Article 9.2 and it may refuse the further Carriage of Baggage upon the discovery that it contains one or more of the relevant objects. Carrier has no obligation to keep the refused Baggage and/or objects in custody. If Baggage and/or objects is/are taken into custody other than as Registered or Non-Registered Baggage, then Carrier shall not accept any liability, except in the event of Wilful Misconduct or Gross Negligence by the Carrier.
- b) Carrier may refuse to carry Baggage for which the Passenger has refused to pay the applicable surcharge as defined in article 9.17 or 9.24 of the General Conditions of Carriage. Carrier has no obligation to take refused Baggage or items into custody.
- Right to search Baggage*
- 9.7 Carrier may request that the Passenger allows himself to be subjected to a body search, as well as to allow a search of the Baggage and/or to allow a scan of his body and/or Baggage by of X-rays or other means. Carrier is also authorised to search (or have searched) the Baggage of the Passenger, in his or her absence or if the Passenger is not available, in order to ascertain the presence or absence in the Baggage of one or more of the objects referred to in article 9.2, or the presence of weapons or munitions that do not comply with the conditions as referred to in article 9.3. Carrier also has the right to search (or have searched) Baggage for reasons of safety and to ensure that the conditions regarding Baggage are being observed. Should the Passenger not consent to such request, then Carrier has the option to refuse to transport the Passenger and/or his Baggage, without being liable towards the Passenger or under any obligation to refund any amount of money. Carrier is not liable for any Damage as a result of an X-ray or a scan, except in the case of Wilful Misconduct or Gross Negligence by the Carrier.
- Non-Registered Baggage*
- 9.8 Baggage that the Passenger carries on board the aircraft must fit under the seat of the person sitting in front of the Passenger or in a overhead locker that is available for use in the cabin. The Passenger is allowed to carry one piece of Non-Registered Baggage provided that the dimensions do not exceed of 55x40x25 cm. With regard to Non-Registered Baggage with dimensions between 50x40x25 cm and 55x40x25 cm TUI reserves the right to carry that piece as Registered-Baggage in the hold of the aircraft. TUI shall not charge the Passenger for such baggage piece. Non-Registered Baggage shall also comply with the further conditions of Carrier as specified on www.tui.nl. The Passenger shall observe any instructions or orders from Carrier regarding the baggage that the Passenger carries on board the aircraft. Objects other than the type or the number as indicated on the Ticket, and objects of which Carrier has determined that they deviate too much in terms of weight or dimensions, or that are considered unsafe for whatever reason, will not be allowed in the cabin and will be considered and treated as Registered Baggage.
- 9.9 Objects that the Passenger does not find suitable for transportation in the hold (such as fragile musical instruments) will only be accepted for Carriage in the cabin if Carrier is informed accordingly in advance (at least 72 hours prior to the scheduled departure time) and Carrier has provided written permission. An additional fee may be charged for the Carriage of such objects.
- Registered Baggage*
- 9.10 Carrier will take Baggage into custody starting from the moment that the Baggage has been handed over to Carrier for registration. Carrier may make a note on the Ticket and will issue a Baggage Claim Ticket. The Baggage Identification Tags that are attached to Registered Baggage by Carrier are used solely for identification purposes.
- 9.11 Carrier may refuse to accept Baggage as Registered Baggage if it is not properly packed in closed suitcases or in some other suitable packaging that guarantees safe Carriage and normal handling.
- 9.12 The Passenger is advised:
- a) subject to applicable rules and regulations, not to carry any medication in the Registered Baggage.
- b) not to put in his Baggage money, jewellery, works of art, precious metals, silverware, computers, electronic and/or telecommunication equipment or devices, musical instruments, passports and identity documents, keys, business documents, deeds etc. The Passenger is informed that in the event of destruction or loss of or damage to Registered Baggage, Carrier shall only be liable subject to the conditions of the Convention and article 13 of the General Conditions of Carriage.
- 9.13 The Passenger shall write his last name and initials on the exterior of the Baggage before the Baggage will be accepted. If the Passenger fails to do so, then Carrier is authorised to refuse the Carriage of the Passenger and his Baggage without any obligation to compensate for any Damage or to refund any amount.
- 9.14 Carrier will use its efforts to transport Registered Baggage in the same aircraft in which the Passenger is transported. Should this not be possible, then the relevant Baggage will be delivered to the Passenger as soon as possible, unless it is required by applicable law and/or on the grounds of airport or customs requirements that the Passenger is present during the customs formalities.
- 9.15 In the event that at the request of the Passenger the Baggage is not transported in accordance with the contract for the carriage by air or the Package Travel Contract, and as a result thereof the Baggage of the Passenger must be removed from the aircraft and/or transported via an alternative route, then the applicable (service) fees will be charged to the Passenger and the Passenger will pay these fees to Carrier upon first demand.
- 9.16 Carrier shall not be liable for any scratches, dents and other minor forms of Damage to suitcases or other Baggage pieces or for Damage to handles, wheels and straps and other protruding parts of suitcases or Baggage pieces, or for Damage as a result of the perishing of the contents of the Baggage, except in the case the Damage is caused by the Wilful Misconduct or Gross Negligence of the Carrier.
- Allowed number and weight of Baggage pieces and Baggage surcharges*
- 9.17 Unless mentioned otherwise in this article or on the website of TUI (www.tui.nl), a surcharge will be charged for Registered Baggage. All applicable surcharges and corresponding weight limitations are available on the website of TUI. Irrespective of the route that is to be flown, the allowed number is calculated on the basis of the "weight" method.
- The allowed number of Registered Baggage only applies to commonly used suitcases and bags.
- 9.18 The size of a commonly used suitcase or bag which is carried as Registered Baggage shall not exceed external dimensions of 158 cm (L+W+H).
- 9.19 Passengers are allowed to deviate the weight of the baggage over their fellow passengers travelling with the same Booking number provided that all their Registered Baggage will be checked in at the same time by one of the members of the check-in desk at the airport.
- 9.20 It is allowed to check in more than one piece of Registered Baggage per Passenger provided that the pieces comply with the requirements mentioned in this article 9.
- 9.21 The provisions in this paragraph of this article and in the following paragraph apply if and to the extent that it is not explicitly stipulated otherwise at the time that the flight was booked or the Ticket was purchased (of which the Passenger bears the burden of proof) and insofar as the Ticket of the Passenger does not stipulate otherwise. Passengers travelling in Premium are allowed to check in 20 kg of Registered Baggage per person free of charge. Passengers travelling in Star Class are allowed to check in 40 kg Registered Baggage per person free of charge. A maximum weight of 10 kg of Registered Baggage is allowed for all Passengers between 0 and 2 years old, irrespective of the Comfort Level.
- 9.22 If it appears at check in that the weight of the Registered Baggage to be checked in by a Passenger exceeds the allowed weight or number for Registered Baggage, the surcharges published at the check in desk from time to time apply.
- 9.23 Without prejudice to the provisions of paragraph 20 of this article, the weight of a single piece of Registered Baggage shall not exceed 32 kg.
- Excess weight*
- 9.24 The Carriage of Registered Baggage exceeding 40 kg per Passenger, is subject to a surcharge (to be established by TUI from time to time) per each kg that the Registered Baggage exceeds 40 kg. This surcharge is to be paid in full by the Passenger ultimately upon checking in. If this surcharge is not paid, then the Passenger will only be entitled to check in the allowed weight of Baggage. More information on the surcharge is available via the website of TUI (www.tui.nl) or at its Authorised Agents.
- Exceptional Baggage*
- 9.25 The articles 9.17 through 9.23 do not apply to Exceptional Baggage. Exceptional Baggage is only transported subject to the payment of a surcharge at the check in desk, which surcharge may be established by TUI from time to time. More information on Exceptional Baggage and the applicable surcharges are available via the website of TUI (www.tui.nl) or at its Authorised Agents.
- Declaration of higher value Baggage*
- 9.26 Registered Baggage will be considered to have been accepted without a declaration of a higher value. However, the Passenger may complete a "special declaration" indicating a higher value of the relevant Baggage, which will increase the liability limit for loss, damage or a delay of the Baggage. Carrier will charge an extra fee for such declaration. These costs are based on a rate that is determined by the extra costs of transport and insurance for the relevant Baggage, and are in addition to the costs for any Baggage of which the value is estimated at or below the amount of the liability limit. The Passenger will be informed of this rate upon request.
- Reclaim and handing in Baggage*
- 9.27 The Passenger bears responsibility for the reclaim of his Baggage as soon as it is available at the Destination or at the location of the Stop-Over. If the Passenger does not reclaim the Baggage within a reasonable time period, then Carrier will be entitled to a reasonable compensation for storage

costs.

- 9.28 Only the person bearing the Baggage Claim Ticket, which is issued at the time that the Baggage is registered, is authorised to reclaim the de Baggage after the flight.

Animals

- 9.29 The Carriage of (guide) dogs, cats and other pets and animals is subject to Carrier's explicit prior approval. A request for approval needs to be filed with Carrier not later than 48 hours prior to the scheduled time of departure. It is required that the animals are presented in a container (this does not apply to guide dogs) which Carrier considers adequate and that they are accompanied by valid health and vaccination certificates, entry permits, and other documents required by the country of entry. Furthermore, the animal should have received all the vaccinations required for the journey and the Place of Destination. Carrier reserves the right to determine the manner of Carriage and to limit the number of animals on a flight.
- 9.30 If the Carriage of an animal is allowed, then the animal itself, its food and the kennel will not be considered as part of the normally allowed Baggage, but rather as Exceptional Baggage. Article 9.25 applies.
- 9.31 Without prejudice to the two preceding paragraphs, animals that have been trained to support government officials, rescue teams or guide Passengers with Reduced Mobility and that also accompany these officials, teams or Passengers, will be transported with their kennels and food, free of any surcharge, as an addition to the regular free allowance of Baggage.
- 9.32 The acceptance of the Carriage of animals is subject to the condition that the Passenger accepts full responsibility for the animal and for the presence of the essential documents of permission and certificates. Carrier is not liable for any bodily harm, loss, delay, illness or the death of the animal if such were to occur during the flight, and/or if the animal is not allowed to enter or pass through a country, state or region, unless this is caused by the Wilful Misconduct or Gross Negligence of Carrier. Passengers travelling with such animals are obliged to pay all the costs and Damage suffered by Carrier as a result of such a situation. At all times Carrier is entitled to impose additional conditions at its discretion.

ARTICLE 10: TIMETABLE, CANCELLATION AND DELAY OF FLIGHTS

Timetable

- 10.1 The flights and flight schedules as described in the Timetable are not binding; they have no contractual value and serve only as an indication for the Passenger for possible flights. The timetable may be changed after its date of publication.
- 10.2 The flight schedule will be made available upon Booking a flight and will be stated on the Ticket. However, the thus planned flight schedule is still subject to change even after the Ticket has been issued. The Passenger will be informed accordingly by Carrier or its Authorised Agent. The Passenger shall nevertheless check Teletext (CEEFAQ), internet or an Authorised Agent in the 24-hour period prior to the departure in order to verify whether the flight schedule is still current.
- 10.3 At all times Carrier reserves have a flight operated by an alternative Actual Carrier and/or with an alternative aircraft and/or means of transportation.
- 10.4 It is the responsibility of the Passenger to make his name and contact details and/or address available to Carrier for the purpose of contacting the Passenger in the event of changes to the flight schedule. The Passenger authorises Carrier to transfer his name and contact details and/or address to the Actual Carrier for the objective to inform the Passenger on operational changes, including schedule changes.

Cancellation, Diversion, Delay

- 10.5 Carrier will take reasonable measures to prevent the delay of the Carriage of the Passenger and his Baggage.
- 10.6 Subject to applicability of the DBC-Regulation, the Passenger can, in the event of a delay of more than 5 hours compared to the departure time mentioned on the Ticket, request a reimbursement of (a part of) the Ticket price in accordance with article 6.1.c) under iii) in conjunction with article 8.1 under a) of the DBC-Regulation.
- 10.7 Unless laid down otherwise in the Regulation and/or the applicable (European) law and provided that the Passenger is in possession of an agreement of carriage (as defined in the Convention) and a confirmed Booking, Actual Carrier will:
- if it cancels a flight, or;
 - if the flight does not land at the Destination, or;
 - if the Passenger is refused by Carrier on board a flight, without Carrier being able to appeal to any grounds for the refusal based on the General Conditions of Carriage and/or applicable law, at the choice of the Passenger:
 - a) transport the Passenger at no extra charge on the very next flight of TUI fly with an available seat and, if applicable, extend the validity of the Ticket accordingly, or;
 - b) transport the Passenger via another route to the Destination within a reasonable time frame, operated entirely or partially with its own flights or (a) flight(s) of (an) other carrier(s), or by some other means of transportation to which the Passenger has agreed. If the fare and the surcharges for the new route are lower than the entire or part of the reimbursement value of the Ticket, then the difference will be reimbursed to the Passenger, or;
 - c) reimburse the price of the Ticket.
- 10.8 In the cases as described in article 10.7 and subject to anything stated to the contrary in the Convention or in the DBC-Regulation (if applicable on the agreement of carriage between Carrier and Passenger), the options stated in article 10.7 under a), b) and c) are the only options that the Actual Carrier is obliged to offer to the Passenger.

Tarmac Delay

- 10.9 The execution of the Tarmac Delay Plan is the responsibility of the Actual Carrier.

Denied boarding

- 10.10 If Carrier refuses to provide the Passenger with a seat without being able with reason to invoke grounds for refusing the Passenger on the basis of the General Conditions of Carriage and/or the laws that apply despite the fact that the Passenger has a confirmed Booking and a valid Ticket and has checked in within the time limit and complied with the conditions that apply, then the Actual Carrier shall provide compensation in accordance with the DBC-Regulation, if applicable.

Rights of the Passenger

- 10.11 Depending upon the (European) law that applies, the Passenger has certain rights in the event of a denied boarding, cancellation or a delay. TUI provides additional information on this subject in the travel documents and on its website www.tui.nl.

ARTICLE 11: ADDITIONAL SERVICES OF CARRIER

- 11.1 If Carrier agrees, in addition to the Carriage of the Passenger, to perform additional services for the Passenger such as a seat reservation, Comfort Levels, access to airport lounges prior to departure and personal entertainment and/or special meals on board, then Carrier's liability in relation to these additional services shall be limited to the amount that the Passenger has paid to Carrier for such services, provided that Carrier has been negligent in arranging or performing these services.
- 11.2 Carrier does not normally maintain, exploit or provide any transport services between airports or between airports and city centres. Carrier shall not be liable for transport services performed by third parties that were not instructed by Carrier for

that purpose. The General Conditions of Carriage will apply to the services in those cases in which Carrier maintains and exploits transport services itself, or instructs third parties for that purpose. The Passenger will be charged the applicable surcharges for the use of these services.

- 11.3 Meals and beverages served on board are generally not free of charge. Carrier has the right to charge the Passenger for these services. Carrier will, in reasonableness, use its efforts to take any special request concerning meals and beverages into account as much as possible, but shall not be liable if such proves not possible.
- 11.4 Carrier acknowledges that some passengers may be allergic to nuts. Carrier does not serve products based on nuts. Traces of nuts, however, may be found in meals and snacks. Carrier does not take special precautions to guarantee nut free meals and snacks. Other passengers may also bring nuts on board. Consequently Carrier cannot guarantee a fully nut free environment on flights the Passenger is carried on. (During the course of preparation for the flight) passengers are advised to:
- check to what extent allergies and other medical conditions may have an impact on their travels, and;
 - check whether carriage by air is the best option given possible allergic reactions, and;
 - check whether they are fit to travel, given possible existing (nut) allergies, and;
 - take on board allergy medication.

ARTICLE 12: ADMINISTRATIVE FORMALITIES

General

- 12.1 It is the responsibility of the Passenger to ensure that he has all required travel documents and that he complies with all laws, directives, regulations, instructions and travel rules of the countries from which, over which and to which the flight is to take place and with all instructions from Carrier in relation thereto. Any assistance or information that is provided to the Passenger by an Authorised Agent or employee of Carrier, either orally or in writing, in respect of the required documents or visa, and/or in respect of the laws, directives, regulations, instructions and provisions referred to above will be to the best of the knowledge of the person concerned. Carrier shall not, however, be liable for any Damage that may occur due to errors made while providing such assistance or incorrect information provided to a Passenger, or for the consequences for the Passenger or third parties as a result of the absence of the required documents and visa or as a result of the non-compliance with the laws, directives, regulations, instructions, provisions or rules referred to above, except in the case of Wilful Misconduct or Gross Negligence by the Carrier.

Travel documents

- 12.2 Upon request, in order to assess the identity and address of the Passenger, he shall present to Carrier or its employees, agents or representatives, any and all inbound and outbound travel documents, passport, driver's license, medical statements and all other documents as required by the laws, rules, regulations, instructions or provisions of the relevant countries. If so requested, the Passenger will also allow Carrier to make copies of these documents or to reproduce the information in these documents in some other way.

Entry denial

- 12.3 The Passenger agrees to pay Carrier the applicable rate in the event that Carrier, by order of the government, must transport the Passenger back to the Place of Departure or elsewhere because the Passenger is denied entry into a country, being a Stop-Over country or the country of destination. To collect the relevant rate, Carrier is entitled to use funds already paid to Carrier for unused Carriage, or other funds of the Passenger of which Carrier

can dispose. Carrier is not obliged to reimburse the fare as received by Carrier for the Carriage to the location at which the Passenger was denied entry or from which deportation occurs. For reasons of safety and to maintain order, the captain and/or the escorting police officer may keep the travel documents of the relevant Passenger into custody for the duration of the flight to his Place of Departure or elsewhere.

Liability of passenger for fines, costs of detention, etc.

12.4 In the event that Carrier must pay or make a down payment for a fine or bail/security or incurs expenses because the Passenger has failed to comply with the laws, directives, regulations, instructions or travel rules of the country of departure, any country over which the flight takes place, any Stop-Over country or the country of destination or because the Passenger has failed to present the required documents, then the Passenger is obliged to indemnify Carrier against all monies paid and additional costs made in this respect. Carrier is authorised to set off these monies or costs against the money paid for unused Carriage or against other funds of the Passenger of which Carrier can dispose, or to refuse the Carriage if the Passenger fails to compensate for the monies and costs paid/made by Carrier. Upon request, Carrier will provide information with respect to government law, directives, regulations or requirements of which the consequence may be that Carrier must make pay the monies or make the costs as referred to above, but Carrier accepts no liability as a result of any errors or inaccuracies in the information provided, except in the case of Wilful Misconduct or Gross Negligence by the Carrier.

Customs

12.5 If required, the Passenger will be present during the customs inspection or an inspection by other government officials of his (delayed) Registered and/or Non-Registered Baggage and the Passenger will provide his full co-operation. Carrier shall not be liable towards the Passenger for any Damage that he may suffers in this respect.

Government provisions

12.6 Carrier shall not be liable for any loss or Damage suffered by the Passenger in case this is caused by the refusal by Carrier to transport the Passenger if Carrier is of the opinion or can reasonably be of the opinion that the Carriage of the Passenger could be in violation of government directives, regulations, instructions, rules or any other applicable law, except in the case of Wilful Misconduct or Gross Negligence by the Carrier.

Personal data

12.7 To the extent permitted by the applicable law, the Passenger authorises Carrier to store all personal data that has been provided to Carrier or its Authorised Agent, for the purpose of making the reservation for the Carriage, obtaining ancillary services, investigating and preventing baggage and ticket fraud and simplifying immigration and arrival requirements, as well as providing this personal data to government authorities. For the purposes referred to above Carrier is furthermore authorised to transfer this data world wide to its own branches, its Authorised Agents, other carriers, suppliers of ancillary services or government authorities, irrespective of the country in which these may be located.

ARTICLE 13: LIABILITY

General

13.1 The liability of Carrier for the Carriage performed under the General Conditions of Carriage is subject to the rules for liability as laid down in the Convention and the Liability Regulation.

13.2 To the extent that the following provisions are not contradictory to the other provisions included in the General Conditions of Carriage, and irrespective of the applicability of the Convention:

a) Carrier is solely liable for Damage that occur

during Carriage with respect to which the relevant Ticket states "OR", "TFL", "TUI" or "TUI fly" in the section designated as "Luchtvaartmaatschappij" or "Carrier", "Airline Company" of "Carrier", or if the flight number of the Carriage as stipulated on the relevant Ticket includes the code "OR". If Carrier has issued a Ticket for transport services that are to be carried out by another carrier, or if Carrier checks in Baggage on behalf of another carrier, then Carrier will be acting solely as an agent for and on behalf of such carrier, unless the Ticket includes the designations or code as referred to in the first sentence of this sub-paragraph;

- b) Carrier is solely liable for recoverable Damage to demonstrable losses and costs;
- c) Carrier is neither liable for Damage as a result of Carrier complying with legal provisions or legislation (regulations, decisions, rules and instructions), nor is it liable for Damage as a result of the non-compliance therewith by the Passenger;
- d) these General Conditions of Carriage and all of the exclusions and limitations of liability therein are in favour of, and limit the liability, of the servants and the Authorised Agents of Carrier, the subordinates, representatives, the management and the shareholder(s) of Carrier, and the owner of the aircraft used by Carrier, as well as the staff, employees and representatives of Carrier, the owner referred to and agents. The total amount that can be claimed from the persons referred to above will not exceed the amount to which the liability of Carrier is limited;
- e) Carrier is discharged, either completely or partially, from its liability in the event that Carrier proves that the Damage was caused or contributed to by the fault or negligence of the person claiming damages or the person whom he represents or from whom he derives his rights, to the extent that such fault or negligence has caused or contributed to the Damage;
- f) unless explicitly laid down otherwise, no provision of the General Conditions of Carriage can set aside any exclusion or limitation of liability of Carrier, the owner of the aircraft used by Carrier, Carrier's staff, servants, agents or representatives as stipulated in the Convention or the applicable law.
- This paragraph 13.2 applies to all of the liability provisions in the General Conditions of Carriage, including, for the sake of clarity, articles 13.3 through 13.7.

Bodily injury

13.3 Carrier shall be only liable for Damage in case of death or bodily injury of a Passenger if the accident that caused the death or the bodily injury took place on board the aircraft or in the course of embarking or disembarking the aircraft as stipulated in the Convention.

13.4 Carrier shall not be liable for Damage in the form of illness, injury, disability or death, or an aggravation of such illness, injury or disability, in the event of carriage of a Passenger of whom the age or mental or physical condition is of such nature that this may cause a threat or risk for that person, provided such Damage is reasonably the consequence of such condition.

13.5 Carrier will not limit or exclude its liability to the extent that the Damage as referred to in article 13.3 does not exceed 113,100 SDR per Passenger. Carrier does, however, reserve the right in such cases to invoke article 13.2, under e). Carrier shall not be liable for Damage as referred to in article 13.3 to the extent that such Damage exceeds 113,100 SDR per Passenger if Carrier proves that:

a) the Damage was not caused by the fault or negligence of Carrier, its servants or agents, or;

b) the Damage is exclusively caused by the fault or negligence of the person claiming compensation, the person who he represents or from whom he

- derives his rights, or of a third party.
- 13.6 Carrier reserves all its rights towards third parties with respect to rights of recourse and subrogation rights.
- 13.7 In the event of death or bodily injury as a result of an aircraft accident as referred to in the Convention and Article 5 of the Liability Regulation, the person who, pursuant to the applicable law, is entitled to receive compensation for damage with respect to the relevant Passenger (hereinafter called "Beneficiary"), has the right to an advance payment as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. The advance payment referred to above will not be less than the equivalent of 16,000 SDR per Passenger in the event of the death of the relevant Passenger. Pursuant to applicable law, such advance payment will be paid within 15 days after the identity of the Beneficiary has been determined. Pursuant to Article 5 of the Liability Regulation and Article 28 of the Montreal Convention, advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of Carrier's liability. The advance payment is not returnable, except in the cases prescribed in Article 20 of the Montreal Convention or where the person who received the advance payment was not the person entitled to compensation.

Damages caused by Delay and Cancellation

- 13.8 The liability of Carrier with respect to Damage as a result of delays and/or cancellations of the Carriage of the Passenger is limited to 4,694 SDR per Passenger.
- 13.9 The liability of Carrier with respect to Damage as a result of delays and/or cancellations of the transport of Baggage is limited to 1,131 SDR per Passenger. Articles 13.14 and 13.15 apply with respect to this limit.
- 13.10 Carrier shall not be liable for Damage as a result of a delay and/or cancellation if Carrier proves that it and its servants and agents have taken every reasonable measure possible in order to prevent the Damage or that it was reasonably impossible for Carrier or its servants to take such measures.

Damage to Baggage

13.11 In accordance with the Regulation, Carrier shall be liable for Damage caused by the loss of or Damage to Registered Baggage, provided that the event that caused the loss or Damage took place on board of the aircraft or during any period within which the Registered Baggage was in the charge of Carrier.

Exclusion of liability of Carrier

- 13.12 Carrier shall not be liable if and to the extent that the Damage resulted from the inherent defect, quality or vice of the Baggage. If the Baggage or any item in the Baggage causes Damage to another person and/or his properties or to Carrier, then the Passenger shall indemnify Carrier and the relevant person against all Damages suffered and to be suffered, losses and costs.
- 13.13 Carrier shall not be liable in any way other than provided for in articles 13.14 and 13.15 regarding any Damage and/or loss caused to valuable items or items that were not properly packed.
- 13.14 With respect to Non-Registered baggage that is allowed on board, Carrier shall only be liable if it can be proven that Carrier, its servants or agents are at fault.

Amount of the Damages to be compensated

13.15 The liability of Carrier in the event of the destruction or loss of or Damage to Baggage is limited to 1,131 SDR per Passenger. If a higher value has been declared pursuant to article 9.26 of the General Conditions of Carriage, then the liability of Carrier will be limited to the amount of the declared value, unless Carrier can prove that the declared value is higher than the actual interest of the Passenger at the time of handing over the Baggage to Carrier.

Liability of the Passenger

13.16 If Carrier suffers Damage because the Passenger

has imputably failed to comply with any of the requirements as described in these General Conditions of Carriage, then the Passenger will indemnify Carrier against such Damage.

ARTICLE 14: TERMS FOR COMPLAINTS AND LEGAL CLAIMS

Term in which to report Claims for Baggage

14.1 In the event that Registered Baggage is reclaimed by or on behalf of the Passenger following a flight, without any Damage being reported, then the Baggage will be considered to be delivered and accepted in good condition, unless the Passenger can prove otherwise. Missing Baggage must be reported immediately to Carrier after arrival of the flight. Reports made at a later time will not be admissible, will not result in compensation and will not be taken into consideration. On pain of disallowance, any item or items missing from the Baggage must be reported to Carrier as soon as possible after discovering the item missing.

14.2 In the event of Damage to, or the delay or loss of Baggage, the Passenger must file a written complaint to Carrier as soon as possible and, if the Warsaw Convention applies, this must be done within the three (3) Days (in the case of Damage or loss) and fourteen (14) Days (in the case of delay) respectively, counting from the date upon which the Baggage was made available to the Passenger, or should have been made available. If the Montreal Convention or Liability Regulation (with the exception of the Warsaw Convention) applies, then these terms will be seven (7) and twenty-one (21) days respectively. If a complaint has not been filed with Carrier within the term as specified in this paragraph, then any legal claims towards Carrier will become expired, void and disallowed.

Limitation of actions

14.3 The right to damages shall be extinguished if an action is not brought within a period of two years, reckoned from the date of arrival at the Destination, or from the date on which the aircraft ought to have arrived, or from the date on which the Carriage stopped. The way in which the term of the statute of limitations is calculated is determined by the applicable law of the court seized of the case.

14.4 All reports or claims as referred to in this article 14 must be filed in writing within the stipulated period of time.

ARTICLE 15: CHANGES AND PUTTING ASIDE

None of the Authorised Agents, servants, employees or representatives of Carrier has the authorisation to change, qualify or put aside any of the provisions of the General Conditions of Carriage.

ARTICLE 16: PACKAGE TRAVEL CARRIAGE

16.1 TUI fly will be considered as the Actual Carrier in the event of Package Travel Carriage and the provisions of this article shall apply.

16.2 Package Travel Carriage is subject to the (general) terms and conditions of the relevant Package Travel Contract. The General Conditions of Carriage form an integral part of such Package Travel and the applicability thereof is stipulated by the Tour Operator as a third-party clause, also for the benefit of TUI fly, TUI fly hereby accepts this third-party clause.

16.3 The following articles of the General Conditions of Carriage do not apply to Package Travel Carriage:

- Article 3.1 through 3.6, article 3.8 and 3.9;
- Article 4.1 through 4.3, article 4.5;
- the first and last sentence of article 11.2.

16.4 Tickets for Package Travel Carriage are not valid until the price, including any and all taxes, levies, surcharges, increases and the like have been paid by the Passenger to TUI. Tickets for Package Travel Carriage can only be cancelled, changed,

reimbursed or transferred if this has been agreed in the Package Travel Contract.

16.5 Tickets for Package Travel Carriage are solely valid for Carriage on the days indicated on the Flight Coupons of the Ticket for Package Travel Carriage or on the Electronic Ticket as issued by TUI or the Actual Carrier. Other conditions may be declared applicable to the Ticket for Package Travel Carriage.

Rijswijk, 23 august 2017