



## **CORENDON DUTCH AIRLINES B.V. GENERAL TRANSPORT CONDITIONS**

Dear Passenger,

These Transport Conditions apply to the transport of Passengers and Baggage performed by or on the instructions of Corendon Dutch Airlines, unless explicitly stated otherwise. The Transport Conditions are in accordance with relevant national, European and international legislation. Should there be at any time a conflict between the Transport Conditions and relevant mandatory regulations, the respective regulations on this point will prevail.

These Transport Conditions are governed by Dutch law. The Dutch court has exclusive jurisdiction to hear any disputes.

The Transport Conditions for you as a Passenger may change. Therefore we recommend that you regularly check the Transport Conditions.

On behalf of Corendon Dutch Airlines we wish you a pleasant flight.

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## CLAUSE I: DEFINITIONS

### **Air Carrier Liability Regulation**

(EC) Regulation No. 889/2002 of the European Parliament and the Council of 13 May 2002, with amendments to (EC) Regulation no. 2027/97 of the Council on air carrier liability in the event of accidents.

### **Baggage**

Checked as well as Unchecked Baggage, unless indicated otherwise.

### **Baggage Label**

A label issued by the Carrier to identify the Checked Baggage consisting of a portion that has been attached to the Baggage and a portion that is handed to the Passenger to identify the said Baggage.

### **Authorised Agent**

A third party (person or legal entity) appointed by the Carrier to represent the Carrier with regard to the sale of the Carrier's air transport services to the Passenger.

### **Booking**

A fact demonstrating that the Passenger has a Ticket or other written evidence demonstrating that the Booking has been accepted and registered by the Carrier or, if applicable, by the tour operator or travel organiser.

### **Booking Confirmation**

Evidence that the Booking has been accepted and registered by the Carrier stating the name, flight details and other information.

### **Boarding Pass**

Document issued to a Passenger upon checking in at the check-in counter. This document states for instance the Place of Departure, the Place of Destination, any Stopovers, flight number, flight date and seat of the Passenger.

### **Special Drawing Rights (SDR)**

Claims issued by the International Monetary Fund to obtain exchangeable currencies.

### **Special Declaration of Interest**

A declaration issued against payment of a surcharge by which the liability limit of the Carrier for the Checked Baggage for which the declaration is issued, is increased.

### **Charter Agreement**

An agreement between the Contractual Carrier (not being Corendon Dutch Airlines) and the Actual Carrier by which the performance of the transport in whole or in part is outsourced on the basis of a charter agreement. This also includes the commercial agreement by which a third party, for instance a tour operator, travel organiser or charterer has entered into a (package tour) agreement with a Passenger and whereby the Carrier is entrusted with the whole or partial performance of the air transport under this agreement. In this case the Passenger has a direct relationship with the tour operator, travel organiser or charterer.

### **Charter Transport**

Transport carried out by the Actual Carrier under a Charter Agreement.

### **Charter Ticket**

A ticket issued under a Charter Agreement.

### **Check-in Deadline**

The latest time, determined by the Carrier, for each flight by which time the Passenger must have dealt with his/her check-in formalities, including the checking-in of any Baggage.

### **Airline Designator Code**

The abbreviation consisting of a 2- or 3-letter code by which Corendon Dutch Airlines is indicated.

### **Contractual Carrier**

The party with whom the Passenger agreed the transport by air. If the Passenger books a Ticket directly with the Actual Carrier, without the mediation of a third party, the Actual Carrier will also be the Contractual Carrier. If the Passenger has entered into a travel agreement, whether or not a package tour, via a travel organiser or tour operator of which the transport by air forms part, the travel organiser or tour operator will be considered as the Contractual Carrier. The Contractual Carrier is also the air carrier appointing for the benefit of its Passengers an Actual Carrier to transport these Passengers.

### **Days**

Calendar days on the understanding that the day that a notice has been sent or the day on which the Ticket is issued are not taken into account for the determination of the validity period of the Ticket. voor de vaststelling van de geldigheidsduur van het Ticket.



### **DBC Regulation**

(EC) Regulation No. 261/2004 of the European Parliament and the Council of 11 February 2004 establishing common rules on compensation and assistance to air passengers in the event of denied boarding and flight cancellations or long delays to flights and repealing (EC) Regulation no. 295/91.

### **European Community**

All countries which are members of the European Community.

### **Actual Carrier**

The air carrier actually performing the transport by air, regardless of whether the Passenger has a contractual relationship with this air carrier.

### **Recipient**

The person, who has become a party to the contract for the carriage of cargo by air entered into between the Carrier and the Sender, to whom the Airfreight will be delivered.

### **Checked Baggage**

The Baggage the Carrier takes custody of and for which it has issued a Baggage Label to a Passenger.

### **Hand Baggage Label**

A label issued by the Carrier for hand baggage to allow this Baggage on board the aircraft. The label must be attached to the hand baggage.

### **Denied Boarding**

Refusal to transport a Passenger on a flight despite the fact that the Passenger has a Ticket for the flight and has presented himself/herself at the check-in counter within due time, that is to say at the moment specified to the Passenger in advance by the Carrier, its agent or the Contractual Carrier or if no time has been indicated, 45 minutes at the latest before the published time, without reasonable grounds with regard to safety, security, health or inadequate travel documents.

### **Airfreight**

Goods not being Checked or Unchecked Baggage or mail intended for transport between airports.

### **Unchecked Baggage**

All Baggage, including personal possessions and money not considered as Checked Baggage and which the Passenger must keep with him/her.

### **Agreed layover**

Planned layover of the Carrier situated between the Place of Departure and the Place of Destination as represented in the timetables.

### **Force Majeure**

An extraordinary event which despite all reasonable measures having been taken could not have been prevented.

### **Package Tour Agreement**

An agreement intended for the combination of previously arranged travel services including at least the transport and accommodation or one of these plus another essential tourist service.

### **Passenger**

Any person, with the exception of the crew members, transported or to be transported by air and who is in possession of a Ticket.

### **Passenger with limited mobility**

Any person whose mobility when using transport is limited as a result of a physical (sensory, locomotor, permanent or temporary) disability, an intellectual disability or disorder or any other cause of disability or as a result of age and whose situation requires that he/she receives suitable, special assistance.

### **Passenger Coupon**

The portion of the Ticket which must be retained by the Passenger. The Passenger Coupon includes the indication "Passagierscoupon" [Passenger Coupon].

### **Place of Departure**

The point of departure from where the Passenger originally starts his/her journey as indicated on the Ticket or if Airfreight is involved, the point of departure from which the carriage of Airfreight begins.

### **Place of Destination**

The arrival point where the Passenger reaches his/her ultimate destination as indicated on the Ticket, or, if Airfreight is involved, the arrival point where the Airfreight reaches its ultimate destination.

### **Stopover**

A place, not being the Place of Departure or the Place of Destination indicated on the Ticket or in the timetables as a planned stopping place on the travel route of the Passenger.

## **Reservation**

Evidence that the Passenger has a Ticket. The evidence states that the Reservation has been accepted and processed by the Carrier.

## **Damage**

Death, wounds or physical injuries of a Passenger or Damage as a result of the (partial) loss, theft (of Baggage or Airfreight) or delay or other Damage of any nature whatsoever arising from or in connection with the transport performed by the Carrier or other services in connection therewith.

## **Entitled Claimant**

The Passenger or person who pursuant to the applicable law is entitled to receive compensation with regard to the Passenger.

## **Fare Conditions**

The conditions applicable to a fare which the Carrier has determined for a certain flight and/or a certain class and/or Baggage and/or certain seat choice as well as, if applicable, conditions that are applicable with regard to the carriage of Airfreight.

## **Ticket**

The document entitling the holder to transport and to which these Transport Conditions are applicable. This can be a normal Ticket or an electronic Ticket, which is in the name of the Passenger and is issued by or on behalf of the Carrier.

## **Convention**

The Convention means, insofar as this is applicable:

- (a) The Warsaw Convention for the Unification of certain rules relating to international carriage by air of 12 October 1929;
- (b) The Protocol of The Hague of 28 September 1955, amending the Warsaw Convention;
- (c) The Guadalajara Convention of 18 September 1961;
- (d) Protocols 1, 2 and 4 (1975) of Montreal, amending the Warsaw Convention;
- (e) The Montreal Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999.

## **Carrier**

Corendon Dutch Airlines and any other air carrier not being Corendon Dutch Airlines, issuing the Ticket and which pursuant to the Ticket has undertaken to transport the Passenger and his/her Baggage, or has undertaken to provide other services relating to such transport, or which has declared being prepared to transport Airfreight. The context of these Transport Conditions indicates which Carrier(s) is/are meant.

## **Transport Agreement**

All documents attached to the Ticket, as well as these Transport Conditions and all statements to the Passenger as well as, in the event of the carriage of Airfreight, all documents demonstrating that the Sender has entered into an agreement with the Carrier for the carriage of this Airfreight.

## **Transport Conditions**

These General Transport Conditions.

## **Sender**

The person who or the company which instructs the Carrier and enters into an agreement with the latter for the carriage of Airfreight carried out by the Carrier.

## **Flight Coupon**

That portion of the Ticket issued by the Carrier or in its name which has this specific indication or the indication "Good for passage" on it and which entitles the Passenger to be transported between specific places.

## **Airbill**

Any document drawn up by or on behalf of the Sender providing evidence that there is an agreement between the Sender and the Carrier to transport Airfreight or any other document used by the Carrier for the carriage and support of Airfreight.

## **Free Baggage Allowance**

This is the weight of the Checked Baggage allowance for which the Carrier does not charge anything.

## **Clause II: SCOPE AND APPLICABILITY**

### **General provisions**

1. The Transport Conditions are applicable to all flights or parts of flights for which the Airline Designator Code of Corendon Dutch Airlines ("CND") is stated on the Ticket in the box "Vervoerder" [Carrier], "Luchtvervoerder" [air carrier] or "Carrier".
2. The Transport Conditions are applicable to the transport of Passengers and Baggage, carried out by the Carrier for payment. The Transport Conditions are also applicable if transport takes place free of charge or at a reduced fare unless explicitly stipulated otherwise in the Transport Agreement, in the Transport Conditions or any other agreement entered into between the Passenger and the Carrier.

3. The Transport Conditions are applicable between the Passenger and the Contractual Carrier and if the Contractual and Actual Carrier are not the same person or legal entity, between the Passenger and the Actual Carrier. In the latter cases the Transport Conditions have also been stipulated by the Contractual Carrier for the benefit of the Actual Carrier. These Transport Conditions are also applicable in cases where an air carrier other than the Carrier carries out the transport by air while the Airline Designator Code of the Carrier is stated on the Ticket.
4. These Transport Conditions and the exoneration clauses included in them, also cover and are for the benefit of the auxiliary persons engaged by the Carrier.
5. Regardless of the foregoing, these Transport Conditions are applicable if the carriage of Airfreight is involved.
6. These Transport Conditions are drawn up in the Dutch language.

## **Dutch law and the Dutch court**

7. Any disputes which might arise from the Transport Agreement and the Transport Conditions or which are associated with non-conformity are governed by Dutch law and any action, regardless of its legal grounds, must be brought before a Dutch court.

## **Mandatory law**

8. The Transport Conditions are applicable insofar as they do not contravene any legal provision of a mandatory nature. Should any provision in the Transport Conditions or any part of these be in contravention of any mandatory regulations, the respective regulations will prevail in that respect. The invalidity of one or more provisions of the Transport Conditions will not affect the validity of the other provisions.

## **CLAUSE III: TICKET INFORMATION**

### **General provisions**

1. A Ticket will only be issued after payment of the applicable fare or after a payment arrangement has been agreed. The Ticket is proof of the existence, the formation and the content of the Transport Agreement between the Carrier and the Passenger whose name is stated on the Ticket and therefore the transport takes place exclusively for the benefit of this Passenger.
2. The Carrier is not liable towards the person entitled to a Ticket or its refund if the transport or the refund of the Ticket has been given in good faith to the person who presented the Ticket.
3. The Passenger must always be able to identify himself/herself with a valid proof of identity. Moreover, during the flight the Passenger must be able to submit on request all the Passenger Coupons and/or Flight Coupons - and, insofar as a discount rate is applicable or a fare that is associated with certain conditions, all documents relating to these - and if necessary be able to prove their validity.

### **Ticket cancellation**

4. The Passenger is not allowed to cancel individual parts of the journey. Cancellation of a Ticket, Booking or (individual) part of the journey by the Passenger is considered to be a cancellation of the air transport agreement which the Passenger has entered into with the Carrier, whether or not this is the Actual Carrier. Unless explicitly stated otherwise, in these cases the Passenger will not be entitled to any refund for the Ticket. If the Passenger has made a payment arrangement and the Passenger has not yet paid all the instalments, the Carrier will be entitled to payment of the other unpaid instalments. The Carrier recommends that the Passenger takes out insurance for the financial consequences associated with cancellation of a Ticket.

### **Ticket amendments**

5. Unless explicitly stated otherwise, the Passenger is not allowed to change any part of the Ticket, including the Place of Departure, Stopover or the Place of Destination. If nevertheless a change in the travel itinerary is allowed, the Carrier will be entitled to re-calculate the fare. The Passenger has the option of accepting the new fare or of continuing the transport under the original travel itinerary.

### **Transferability**

6. A Ticket cannot be transferred. Replacement of the name of a Passenger on the Ticket by the name of another Passenger is considered to be a cancellation of the Ticket. In this connection paragraph 4 of this Clause applies.

### **Force majeure**

7. If a Passenger is forced to change the Ticket due to a Force Majeure event, the Passenger must contact the Carrier as soon as possible. The Carrier will take all reasonable efforts to transport the Passenger to his/her next Stopover or final destination on the condition that the Passenger sufficiently demonstrates that there is Force Majeure.

### **Loss, theft and damage of and to the Ticket**

8. Unless explicitly stated otherwise, a Ticket that is damaged by a person other than the Carrier will no longer be valid for transport. In the event of loss, theft, full or partial damage of and to the Ticket or if a Ticket presented does not have the Passenger Coupon and/or Flight Coupon of the respective flight and all unused Flight Coupons for subsequent flights, the Passenger will be obliged to buy a new Ticket if he/she nevertheless wants to be transported.

9. In the cases referred to in paragraph 8 of this Clause, the Carrier can at the request of the Passenger replace the Ticket or a part of it by issuing a new Ticket provided at that moment there is sufficient evidence that a Ticket had been issued for the respective flight(s) and on the condition that the Passenger indemnifies the Carrier and holds the Carrier harmless against any costs and losses incurred by the Carrier up to the value of the original Ticket. In these cases the Carrier reserves the right to charge administrative costs unless the loss, theft or the damage of and to the Ticket was a consequence of the negligence of the Carrier or one of its auxiliary persons.

## Period of validity

10. Unless explicitly stated otherwise, a Ticket issued exclusively entitles the holder to transport on the date of the respective flight. If a Passenger is prevented from travelling within the period of validity of the Ticket because the Carrier is unable to reach the Passenger's layover place - being the Place of Departure, Place of Destination or Stopover - or if the Carrier caused the Passenger to miss a connection, the period of validity of the Ticket will be extended until the next flight of the Carrier on which a seat is available for the Passenger in the class for which the fare has been determined and insofar as the flight has the same destination.

## Sequence of the Flight Coupons

11. Unless explicitly stated otherwise, the Ticket will not be accepted and it will lose its value in the cases where the Passenger does not use the various Flight Coupons in the sequence in which they have been issued. This can for instance occur in cases where a Passenger does not use the first coupon and tries to board at a point of departure - for instance a Stopover - which is not the Place of Departure.

## CLAUSE IV: FARE CONDITIONS AND SURCHARGES

### General provisions

1. Unless explicitly stated otherwise, the fare of a Ticket only applies to the transport from the airport of departure to the airport of arrival. Transport by road between airports and transport between airports and city terminals are not included.

### Applicable fares

2. The applicable fares are the fares published by or on behalf of the Carrier or, if not thus published, the fare of a Ticket will be calculated according to the Fare Conditions and is in accordance with the fare applicable at the time and on the date on which the Ticket is issued from the Place of Departure to the Place of Destination and in accordance with the transport class specified. If the Passenger changes his/her travel date and/or travel itinerary, this might affect the price payable.

### Taxes, levies and surcharges

3. The Passenger must pay applicable taxes, levies and surcharges imposed by the Carrier, the airport, the government or other competent authorities. The taxes, levies and surcharges imposed are subject to continual changes and can still be imposed after the date on which the Ticket is issued. The Carrier reserves the right to charge the Passenger separately for these taxes, levies and surcharges.

### Currency

4. The Passenger must pay the fares, taxes, levies and surcharges in the currency of the country in which the Ticket has been issued. This will only be different if the Authorised Agent or the Carrier has given consent for payment in another currency. If payment takes place in a different currency from the currency of the country in which the Ticket is issued, the applicable exchange rate will be the buying rate of the bank used by the Carrier for these purposes on the date that the Ticket is issued.

### Airfreight

5. If Airfreight has to be transported, the Carrier will be entitled to charge the Sender a rate for this carriage and/or charge the Sender for the costs. Clause IX is applicable.

## CLAUSE V: RESERVATIONS

1. The Reservation made by the Passenger will be confirmed if the Reservation has been accepted and saved by the Carrier or its travel agency in the reservation system applied by them.
2. If the Passenger has not paid for the Ticket within the deadline determined by the Carrier or the Authorised Agent, the Carrier will be entitled to cancel the Reservation without any prior notification to the Passenger. In this case the Carrier will be entitled to allocate the seat to another Passenger.

### Seats

3. The Passenger can select a seat online in advance on the basis of the fares stated on the website on which it is possible to check-in online.
4. The Carrier will do its utmost to honour a prior request for a certain seat allocation. Despite the confirmation of the allocation of a seat to a Passenger, the Carrier cannot guarantee the allocated seat. Due to safety, operational or security reasons the Carrier can deviate from the allocation of a seat, even after the Passenger has boarded the aircraft.

## Re-confirmation

5. Reservations for the outward journey or the return journey can be subject to the necessity of being re-confirmed within a specific deadline. The Carrier will inform the Passenger about this. If the Passenger does not re-confirm his/her Reservation within due time, he/she might forfeit his/her right to transport and the Ticket can be cancelled. In these cases the Carrier will not be liable for compensation.

## Personal details

6. To the extent that it is allowed under the applicable law, the Passenger gives consent to the Carrier to retain all personal details provided by the Passenger upon making a Reservation for transport, the investigation and prevention of baggage and ticket fraud, to obtain associated services and simplification of immigration and arrival requirements. The Carrier is allowed to provide these details to government authorities authorised to demand the respective details. For these purposes the Passenger grants permission to the Carrier to pass on his/her personal details to these authorities as well as to its own branches, its Authorised Agents, other Carriers and suppliers of associated services and its auxiliary persons regardless of the country in which they are based. The Carrier has a privacy policy in place with regard to the protection and processing of personal details.

## CLAUSE VI: CHECK-IN

1. It is the responsibility of the Passenger to verify the exact check-in deadline. Airports have different check-in deadlines. Passengers must present themselves within due time at the check-in counter at the airport or in the hotel in order to carry out all the necessary formalities which in any event must have been carried out within the check-in deadline specified by the Carrier. At the check-in counter a Boarding Pass will be given to the Passenger. The Passenger must retain this Boarding Pass. If a Passenger does not check in within due time, he/she may lose the right to make his/her journey. In these cases the Carrier has the right to cancel the Reservation of the Passenger and his seat without being liable and without the Passenger being entitled to a refund of any amount.

## Gate

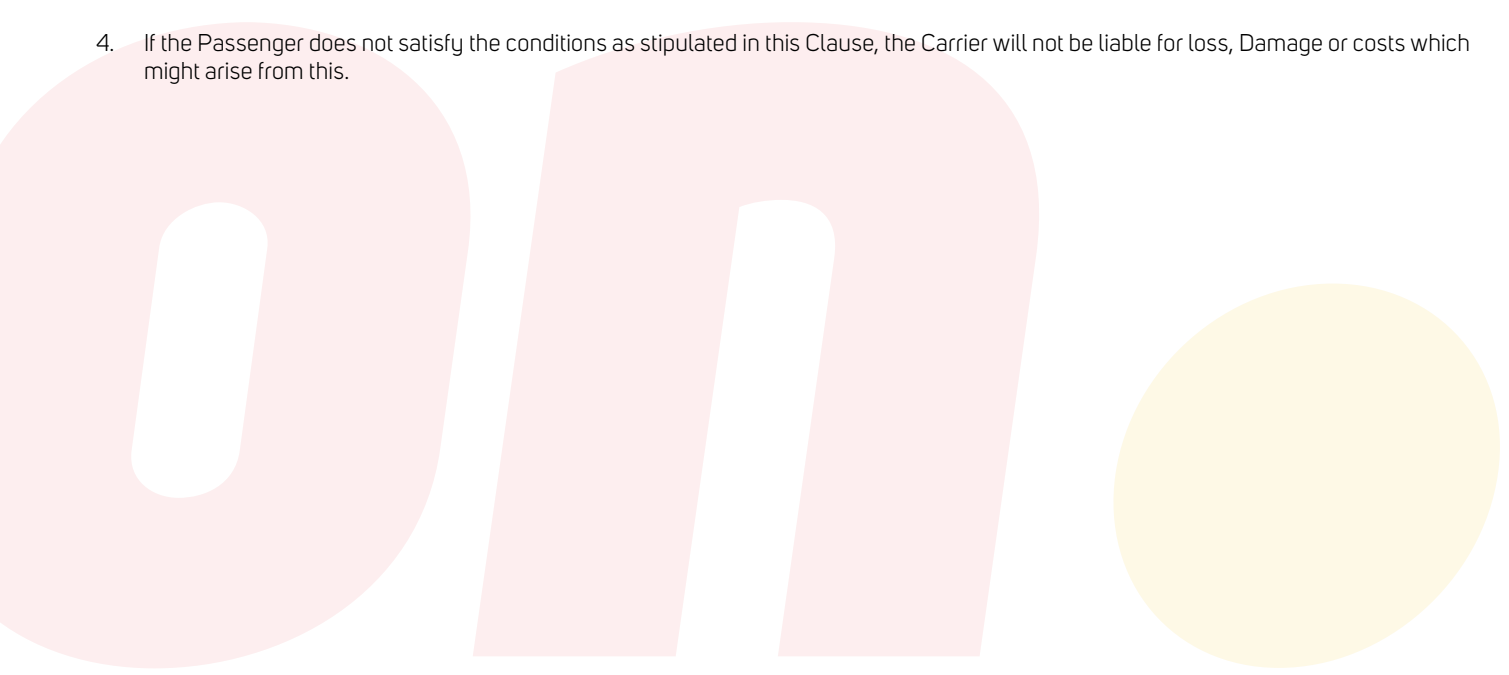
2. After the Passenger has checked in he/she must present himself/herself within due time, in any event well before the specified boarding time, at the gate of his/her flight in order to carry out all the necessary formalities which must in any event be carried out within the specified deadline. At the gate the Passenger must in any event show his or her Boarding Pass. If the Passenger does not present himself/herself within due time at the gate or if the Passenger is unable to show his or her Boarding Pass, the Carrier can cancel the Reservation of the Passenger's seat without being liable and without the Passenger being entitled to a refund of any amount.

## Successive flights

3. If the journey consists of successive flights, it is the responsibility of the Passenger himself/herself to verify the check-in deadlines applicable to the other flights.

## Liability

4. If the Passenger does not satisfy the conditions as stipulated in this Clause, the Carrier will not be liable for loss, Damage or costs which might arise from this.



## CLAUSE VII: REFUSAL AND RESTRICTION OF TRANSPORT

### General provisions

1. The Carrier can restrict or refuse the transport of the Passenger and/or his/her Baggage. This might be necessary in order to comply with applicable laws, decrees, regulations or other instructions of a country to, over or from which the flight is made or due to the misconduct of a Passenger. A refusal or restriction of transport can take place if one of the following cases occurs or has occurred, or if according to the reasonable opinion of the Carrier there is a possibility that one of these cases will occur:
  - a. The Passenger is unable to prove that he/she is the person stated on the Ticket;
  - b. The Passenger is unable to show his/her Boarding Pass at the gate;
  - c. The Passenger or the person who paid for the Ticket for the Passenger, has not paid the applicable fare and/or the levies, taxes or surcharges due;
  - d. The Passenger has not observed the safety or security regulations or instructions;
  - e. The Passenger refuses to subject himself/herself or his/her Baggage to a safety check by the Carrier or any other competent authority at the airport;
  - f. Immigration and/or customs authorities and/or any other government authority has informed the Carrier or one of its auxiliary persons verbally or in writing that the Passenger is not allowed to travel. This situation can for instance occur if one of the authorities referred to above turns to the Carrier with a negative travel advice for the Passenger because the Passenger is suspected of smuggling drugs or of intending to do so;
  - g. Because the Carrier has informed the Passenger in advance verbally and/or in writing that the Passenger will no longer be transported (for a certain period) by the Carrier;
  - h. The Passenger:
    - is not in the possession of the required travel documents;
    - prevents the Carrier from making copies of his/her travel documents;
    - has destroyed his/her travel documents during the flight;
    - is in possession of an invalid, incomplete, forged or otherwise fraudulent Ticket;
    - is in possession of a Ticket which has been amended or damaged other than by the Carrier or its Authorised Agent;
    - is in possession of a Ticket that has been reported as stolen or lost;
    - is in possession of a Ticket that appears to have been obtained unlawfully or appears to have been purchased from someone other than the Carrier or its Authorised Agent;
    - intends to obtain access to a country for which the Passenger has no valid entry document;
    - is trying to gain entry into a country that is only being visited in transit.
  - i. The Passenger appears to have illegal drugs in his/her possession;
  - j. The (mis)conduct or statements of the Passenger prior to the flight, during the flight or during a previous flight, are such that in the reasonable opinion of the Carrier there are doubts about guaranteeing order, safety or discipline during the (coming) flight(s). Such statements and/or conduct include for instance the use of threatening, abusive or insulting language against the Carrier and its auxiliary persons or subordinates, the ground staff, the crew, the other Passengers as well as all other people on board the aircraft;
  - k. The Passenger poses a risk to the safety of persons and/or goods on board the aircraft, including the aircraft itself;
  - l. The Passenger is trying to use Flight Coupons in a different sequence than prescribed;
  - m. The physical or mental condition of the Passenger is such that the Passenger might cause a nuisance or can cause a danger or risk to himself/herself, the other Passengers, the crew or possessions. This risk can in any event occur if the Passenger is under the influence of alcohol, medication or drugs;
  - n. The conduct, age, mental or physical condition of the Passenger is or appears such that special assistance is required which the Carrier cannot provide;
2. In the event that the transportation of the Passenger or his/her Baggage is restricted or refused as a result of any circumstance described in this article, the Passenger is not entitled to any reimbursement of his/her expenses or compensation for damages suffered by the Passenger as a result of the limitation or refusal.

### Special assistance

3. Passengers requiring special assistance including Passengers with reduced mobility, people who are (mentally) ill and pregnant women will only be transported after prior permission has been given by the Carrier. The Passenger must inform the Carrier 48 hours before the planned time of the flight with regard to the assistance he/she requires. In this connection the Carrier refers to its website.
4. If the Passenger has an apparent disability or has reduced mobility, the Carrier will be entitled to demand that the Passenger is accompanied by a companion if this is necessary to comply with the safety requirements determined in international, Community or national legislation or to comply with the safety requirements laid down by government authorities. The foregoing is also applicable if the size of the aircraft or of its doors makes boarding or transporting the disabled Passenger or the Passenger with reduced mobility impossible.
5. If the Passenger does not inform the Carrier within due time, that is to say 48 hours before the planned moment of departure, of the requirement for special assistance, the Carrier will nevertheless try to provide the Passenger in a reasonable manner with special assistance and satisfy the Passenger in his/her specific needs. Should the Carrier not be able to provide this special assistance, the Carrier will make efforts to the best of its ability to offer an alternative solution.
6. If the Passenger fails to inform the Carrier about reduced mobility, an illness, disorder or pregnancy and because of this the Carrier is forced to divert the aircraft to a place not determined in advance, the Carrier will be entitled to recover all costs incurred in connection with the diversion and all other associated costs from the respective Passenger.



7. If a Passenger has indications that medical complaints might arise during a flight, he/she should consult a physician before joining the flight. This particularly applies if a lengthy flight is involved. It is the responsibility of the Passenger to take the necessary precautions. If the Passenger fails to do so, this will be at his/her own risk.
8. The Carrier can make demands on the Passengers referred to in paragraph 2 before they are admitted to the flight, which can include providing a medical statement and having a companion who is able to offer the assistance required by the disabled Passenger or the Passenger with reduced mobility. If a Passenger does not have the required medical statement or a companion and the Carrier considers this necessary or if the transport would contravene the requirements set out in paragraph 3 of this Clause, the Carrier will be entitled to refuse to allow the Passenger to board. For further information about the medical conditions the Carrier refers you to its website.

## **Pregnant women**

9. Expectant mothers who have been pregnant for 30 but not more than 36 weeks, must in any event have a medical statement not more than six Days old, to be counted back from the date of the flight. The medical statement referred to should for instance include the expected date of delivery as well as a confirmation that the Passenger is in good health and is allowed to fly. Pregnant women are no longer accepted for transport from the 36th week of their pregnancy onwards. Therefore, all return flights must be made before the 35th week of their pregnancy. Women expecting multiple births are no longer accepted for transport from the 34th week of their pregnancy.

## **Children**

10. Children below the age of 5 years will only be transported if they are accompanied by an adult (a person at least 18 years of age), or a person at least 16 years of age if this person is the brother or sister of the respective child. Children below the age of 2 will only be transported if they are accompanied by at least one adult. Children above the age of 5 and below the age of 12 years can travel without being accompanied by an adult provided the Carrier has given permission for this.
11. The Carrier is not liable if one of the Passengers referred to in paragraph 2 only makes a request for special assistance upon checking in and this request cannot be honoured.

## **CLAUSE VIII: BAGGAGE**

1. Items never allowed to be transported as Baggage:

### **The Passenger is forbidden to transport the following items in his/her Baggage:**

- a. Items that (might) endanger the aircraft, property or persons on board the aircraft. This includes all items mentioned in the Technical Instructions For The Safe Transport of Dangerous Goods by Air of the ICAO (International Civil Aviation Organisation) and the Dangerous Goods Regulations of the International Air Transport Association (IATA), as well as the regulations of the Carrier. The said items include for instance explosives, gases under pressure, perishables or irritants, corrosive, oxidizing or radioactive materials, magnets, toxic substances, fireworks and flammable (liquid) substances;
  - b. Items which in the reasonable opinion of the Carrier are not suitable to be transported because they are dangerous, perishable or unsafe due to their weight, dimensions, shape, odour or nature;
  - c. Items which are prohibited according to applicable legislation of the country to, from or over which the aircraft will fly;
  - d. Live animals unless in accordance with paragraph 21 et seq. of this Clause;
  - e. Ammunition, aerosol cans which can be used as weapons of attack or defence, (replica) firearms and weapons such as antique swords, firearms, knives and other objects declared forbidden under the applicable Dutch Weapons and Ammunition Act (Wet wapens en munitie) and all other items which might pose a risk to health, possessions or safety, unless the Carrier has given prior consent for this transport and the Passenger has complied with the conditions set by the Carrier and then only as Checked Baggage.
  - f. Trophies of (parts of) animals that are the result of hunting, even when obtained legally, in both carry-on and checked baggage.
2. The Carrier is not liable for Damage if it carries the items referred to in paragraph 1 of this Clause without being aware of this. In these cases the Passenger himself/herself will be responsible and liable for Damage caused as a result of the transport of these items.

## **Checked Baggage**

3. A surcharge is payable for each item of Checked Baggage for flights with departure from and/or arrival at a Dutch airport. The online surcharge is less than the surcharge payable at the check-in counter. For flights from a different airport there will be no surcharge on Checked Baggage up to the Free Baggage Allowance. The surcharges are stated on the Carrier's website.
4. From the moment the Passenger hands over the Baggage at the check-in counter, the Carrier takes custody of the Baggage. The Passenger has to attach his/her name or another form of identification to his/her Baggage.
5. The Carrier can refuse to transport Baggage as Checked Baggage if the Baggage is not properly packed in locked suitcases or has been carelessly packed in another way.
6. Subject to the explicit consent of the Carrier, the Passenger is not allowed to transport as Checked Baggage any money, jewellery, precious metals, negotiable securities, bonds or other securities, business documents, medical documents, medicines, computers, electronic devices (including optical devices, cameras and computers), musical instruments, perishable or fragile items, passports and other identification documents or samples. If the Carrier decides to transport these items as Checked Baggage or if it appears afterwards that the Carrier has transported these items as Checked Baggage, it will under no circumstance be liable in the event of Damage to or loss of this Baggage.

7. Checked Baggage is usually transported by the Carrier itself. However, it may occur that with a view to safety, security or for operational reasons the Baggage is transported on another flight. In these cases the Carrier will ensure that the Baggage is delivered to the Passenger. This will only be otherwise if applicable law requires that the Passenger is present at the customs check.
8. Except for cases where there is intention or wilful recklessness on the part of the Carrier or its auxiliary persons or subordinates, the Carrier will not be liable for scratches, dents or other minor damage to suitcases or (other) baggage items such as wheels, handles, straps or other protruding parts or Damage caused as a result of the content of the Baggage being spoiled.
9. Special Baggage (including bikes, surfboards, golf equipment, animals or pets) will only be transported after the Carrier has been notified within due time and moreover only after the Carrier has given consent. Special Baggage will only be transported against payment at the check-in counter of a surcharge determined by the Carrier. The Carrier reserves the right to refuse the transport of special Baggage because of safety, security or operational reasons.
10. For each disabled Passenger or Passenger with reduced mobility the Carrier will transport free of charge not more than two mobility aids, including electric wheelchairs, in the baggage compartment provided this is in accordance with the legislation on dangerous goods, it has been notified at least 48 hours before the moment of departure and the aircraft offers sufficient space to this end.
11. One item of Checked Baggage should never weigh more than 32 kg. Any Passenger who wants to transport more than 32 kg Checked Baggage, must inform the Carrier of this within due time, comply with the requirements stipulated to this end by the Carrier and pay the applicable surcharges.

## **Prohibited Items**

12. The Passenger is prohibited from carrying the following items in his/her Baggage: Trophies of (parts of) animals resulting from hunting, even when obtained legally.

## **Free Baggage Allowance**

13. The Free Baggage Allowance is only applicable to Checked Baggage in connection with flights with departure from and/or arrival at a Dutch airport.
14. The Free Baggage Allowance is stated on the Ticket and/or the Booking Confirmation and only applies to normal standard suitcases and bags being checked in as Checked Baggage. Special Baggage as referred to in paragraph 9 of this Clause is not covered by the Free Baggage Allowance. Up to the Free Baggage Allowance the Carrier will transport the Checked Baggage without any surcharge, with due observance of paragraph 12 of this Clause.
15. If the weight of the Checked Baggage exceeds the Free Baggage Allowance, the Passenger will have to pay a surcharge (on top of any surcharges for special Baggage), which must be paid by the Passenger at the latest on checking in. If the Passenger does not comply with this, he/she will only be entitled to check in his/her Checked Baggage up to the Free Baggage Allowance. The Carrier reserves the right to change the Free Baggage Allowance according to the Fare Conditions and the transport class in which the Passenger will fly.

## **Unchecked Baggage**

16. Hand Baggage is Baggage that the Passenger takes with him/her onto the aircraft. Hand Baggage will be provided with a Hand Baggage Label by the Carrier at the check-in counter. The Carrier is entitled to refuse or not receive Hand Baggage not provided with a Hand Baggage Label onto the aircraft. The Carrier reserves the right to transport Hand Baggage not provided with a Hand Baggage Label as Checked Baggage, and to charge a surcharge for this in accordance with paragraph 3 of this Clause.
17. The Passenger is only allowed to take one item of Hand Baggage. The Hand Baggage must be placed under the seat or in a closed storage compartment in the cabin of the aircraft. The Hand Baggage can have maximum dimensions of 55cm (width) x 35cm (height) x 25cm (depth) and a maximum weight of 7 kg. If the Hand Baggage cannot be independently stored as prescribed in this paragraph or is heavier than 7 kg, it must be transported as Checked Baggage and the surcharge will apply as referred to in paragraph 3 of this Clause.
18. Items which at the Carrier's discretion are unsuitable for being transported as Unchecked Baggage (including musical instruments) and which do not meet the requirements referred to in paragraph 15, are only accepted for transport in the cabin if the Passenger has informed the Carrier of this in advance and the Carrier has given its permission for this transport. The Carrier reserves the right to charge a surcharge for this transport.

## **Right to search Baggage**

19. In connection with safety and security the Carrier will be entitled to ask the Passenger questions and to have his/her body searched and scanned and to have his/her Baggage searched, scanned or screened with X-rays. If the Passenger is not present, the Carrier will be entitled to search the Baggage in the Passenger's absence in order to determine whether the Passenger is in possession of such items as are mentioned in paragraph 1 of this Clause. In that case the Carrier will reserve the right to refuse transport of the Baggage. The Carrier will not be liable for Damage to the Baggage caused by screening with X-rays or scanning unless the Damage is due to an error or negligence by the Carrier.

## **Right to refuse and to take custody of Baggage**

20. The Carrier is at all times entitled to refuse the transport of Baggage if it is of the opinion that the Baggage has not been properly packed or if it is of the opinion that the Baggage has been packed in unsuitable containers. Moreover, the Carrier is entitled at any loading moment or interim point to refuse the transport of the Baggage as mentioned in paragraph 1 of this Clause or to refuse the continuation of the transport if this is discovered during the journey.

21. The Carrier is entitled to refuse the transport of Baggage if the Passenger has not paid the surcharge as for instance meant in paragraphs 3, 9, 12 and 13 of this Clause, or if the maximum weight allowed for each Baggage item exceeds the weight mentioned in paragraph 11 of this Clause.
22. If refused items or Baggage items are taken into custody because transporting them is not allowed, the Carrier will under no circumstance accept any liability for them unless there is intention or wilful recklessness of the Carrier.

## **Handing over and collecting Baggage**

23. Baggage which the Passenger wants to have transported as Checked Baggage must be handed over at the check-in counter within due time.
24. Checked Baggage must be collected by the Passenger as soon as it is available at the Place of Destination or the Stopover. If the Passenger does not collect his/her Baggage within a reasonable period, the Carrier will take custody of the Baggage. To this end the Carrier will charge the Passenger storage costs. If after 3 months the Passenger has still not collected his/her Baggage, the Carrier will be entitled to dispose of the Baggage. In this case the Carrier will not be liable [for compensation]. The Carrier reserves the right, depending on the applicable law, to transfer the uncollected Baggage to the competent national authorities.
25. Only the holder of a Baggage Label is entitled to collect his/her Checked Baggage. If the Passenger is not in possession of his/her Baggage Label, the Carrier will only release the Checked Baggage if the respective Passenger has demonstrated to the satisfaction of the Carrier that he/she is the person entitled to the Baggage. If after having received his/her Baggage the Passenger does not lodge a complaint against the Carrier, the Carrier trusts that the Baggage has been released in a good condition and in accordance with the Transport Conditions.

## **Animals**

26. The Passenger is not allowed to transport animals in the cabin of the aircraft unless the Carrier has given its explicit consent.
27. The Passenger also needs the explicit consent of the Carrier for the transport of animals in the aircraft other than in the cabin. This transport will only take place under the following conditions:
  - a. The Passenger must ensure that the animals are situated in a cage which is suitable in the Carrier's opinion. In addition, the Passenger must have a valid vaccination and health document, any import licenses, an animal passport and other documents required by importing countries or Stopovers. Moreover, the animals must have had the correct vaccinations.
  - b. Animals (whether or not together with cage and food) are considered as special Baggage as meant in paragraph 9 of this Clause. Transport of special Baggage will only take place after payment at the check-in counter of an amount determined by the Carrier. Animals (whether or not together with cage and food) are not included in the Free Baggage Allowance.
  - c. Animals trained to assist and accompany a Passenger with reduced mobility, government officials or rescue teams, will be transported free of charge together with their cages and food.
28. Transport of animals takes place under the full responsibility of the Passenger. The Passenger guarantees that he/she has the documents and vaccinations referred to in paragraph 26 under a. Except for cases of intentional acts or omissions or wilful recklessness, the Carrier will under no circumstance be liable for injury, loss, delay, illness or death of an animal if it is not allowed to enter or to transit a country, State or territory. The Passenger undertakes to reimburse all costs and Damage arising from the situations referred to in the previous sentence.
29. The Carrier reserves the right to refuse the transport of animals if the conditions specified in this Clause have not been met. The Carrier can impose additional conditions.

## **CLAUSE IX: AIRFREIGHT**

### **General provisions**

1. The Carrier can decide to transport Airfreight on the instructions of the Sender. Carriage of Airfreight is always subject to the provisions in these Transport Conditions, the regulations of the International Air Transport Association (IATA) with regard to the carriage of Airfreight and the Convention, unless these provisions, regulations or the Convention themselves impose restrictions with regard to their scope and applicability.
2. The Carrier carries the Airfreight on the instructions of the Sender to the Recipient (or its auxiliary person) stated on the Airbill unless the Carrier is obliged to carry the Airfreight somewhere else according to applicable laws and/or regulations or by the orders of a competent authority.
3. On the condition that the Sender fulfils the obligations arising from the Transport Agreement, the Sender will be entitled to dispose of the Airfreight, either by taking it back from the airport of the Place of Departure or from the airport of the Place of Destination, or by detaining it at a Stopover during the journey, or having it delivered to the Place of Destination or to a Stopover during the journey to a Recipient other than the one originally designated, or by demanding the return of the Airfreight to the airport of the Place of Departure, insofar as exercising that right is not prejudicial to the Carrier or to any other senders and with the obligation to reimburse the Carrier for the costs arising from this. If execution of the Sender's instructions is impossible, the Carrier shall inform the Sender of this. If the Sender exercises his/her right referred to in this paragraph, he/she will at all times be obliged to provide the Carrier with a copy of the Airbill failing which the Carrier will not and does not have to carry out the instructions of the Sender.
4. If a situation as mentioned in the previous paragraph does not occur, the Recipient (or its auxiliary person) will be obliged to take receipt of the Airfreight consignment at the airport of the Place of Destination or - if agreed - at the airport of a Stopover, unless despatch to a certain address has been agreed between the Sender or Recipient and the Carrier.

5. By taking receipt of the Airfreight, by merely claiming that the Airfreight be surrendered or by exercising any other right arising from the agreement between the Sender and the Carrier, the Recipient becomes a party to the agreement for the carriage of Airfreight between the Sender and the Carrier, of which agreement these Transport Conditions form part, and in that case the Recipient must pay to the Carrier all fares and/or costs incurred or still to be incurred as referred to in this Clause except for those which have been paid in advance. The Sender remains jointly and severally liable for these fares and/or costs and the Carrier has a right of retention on the Airfreight for these fares and/or costs.
6. If the Recipient (or its auxiliary person) refuses to take receipt of the Airfreight or does not turn up, the Carrier will be entitled to have the Airfreight stored at its premises or at any third parties or, if storage is not an option and the Carrier reasonably no longer expects that the Recipient will still come to collect the Airfreight, the Carrier can have the Airfreight returned to the Sender. In this case the Sender will be obliged to reimburse the Carrier in advance for all costs which the Carrier had to or will incur as a consequence. Paragraph 18 of this Clause is applicable.
7. The Sender declares explicitly that it will not instruct the Carrier to carry Airfreight the carriage of which contravenes applicable national as well as international legislation, regulations, decrees and directives. If the Sender acts in contravention of this paragraph, the Sender will be fully liable for this and the Sender indemnifies the Carrier against liability claims or any costs and/or rates imposed by third parties.
8. The Carrier is not obliged to carry the Airfreight and will not be liable if (it reasonably suspects that):
  - a. This carriage contravenes national as well as international legislation, regulations, decrees and directives;
  - b. This carriage entails at the Carrier's discretion the carriage of dangerous or offensive Airfreight;
  - c. This carriage is at the Carrier's discretion unsuitable for carriage or could cause a dangerous situation during the flight;
  - d. No insurance has been taken out for the Airfreight;
  - e. An import or export prohibition is applicable to the Airfreight at the Place of Departure, the Stopover, the Place of destination or country over which the Carrier will fly;
  - f. The carriage of Airfreight can inflict damage on the aircraft, property or persons on board the aircraft;
  - g. The carriage of Airfreight is in contravention of the Technical Instructions For The Safe Transport of Dangerous Goods by Air of the ICAO (International Civil Aviation Organisation) and the Dangerous Goods Regulations of the International Air Transport Association (IATA), as well as the regulations of the Carrier. The said items include for instance explosives, gases under pressure, perishables or irritants, corrosive, oxidizing or radioactive materials, magnets, toxic substances, fireworks and flammable (liquid) substances.
9. Unless otherwise agreed, the Sender has to make a reservation with the Carrier for the carriage of Airfreight. The Carrier does not accept any liability for the carriage of Airfreight if the Sender does not have any reservation or another document demonstrating that the Carrier agreed in writing to the carriage of Airfreight.

## **Flight schedules and cancellations**

10. Flight schedules are always subject to change, are not covered by the contract and/or the Transport Agreement and neither the Sender nor the Recipient - despite any undertakings by employees, agents or representatives of the Carrier - can derive any rights from them.
11. The Carrier will at all times be entitled and the Carrier will not be liable if it decides to have the Airfreight transported on a different aircraft or by another means of transport.
12. The Carrier can cancel, delay or divert the carriage of Airfreight and will not be liable for this if, at the Carrier's discretion, it is necessary due to Force Majeure events - including, but not limited to, weather conditions, strikes, riots, embargoes, hostilities and disruption of public order - or insufficient manpower, fuel, or shortage of materials or facilities, or any other circumstance that poses a risk to the safe transport of the Airfreight.
13. The Carrier is entitled to cancel or suspend the carriage of Airfreight if the Sender refuses to pay the fares and/or costs referred to in this Clause and/or in Clause 4 of these Transport Conditions.
14. If the Sender cancels the carriage of Airfreight, the Sender will owe cancellation costs to the Carrier.

## **Payment**

15. The Carrier is entitled to charge the Sender - whether or not in advance - a fare and/or costs for the carriage of Airfreight and the Sender is obliged to pay these fares and/or costs, even if the Airfreight is lost, has been damaged or does not arrive or does not arrive within due time at the final destination, due to any cause whatsoever. The Carrier will at all times be entitled to demand an advance.
16. The fares and/or costs for the carriage of Airfreight which the Carrier imposes on the Sender are exclusive of:
  - a. The costs of collecting and delivering the Airfreight from and to airports from which the Carrier operates;
  - b. Storage costs;
  - c. Insurance costs;
  - d. Taxes, levies, surcharges and costs which can be imposed or have already been imposed by the airport, customs, the government or other competent authorities;
  - e. Contributions, costs or fines in connection with legislation, decrees and requirements imposed by the authorities, including for instance royalties, certificates of no objection and service charges;
  - f. Costs incurred by the Carrier in connection with the wrong packaging of the Airfreight;
  - g. Charges imposed on the Carrier by transport companies for the carriage of the Airfreight;
  - h. Costs which could not be foreseen by the Carrier at the moment the Sender handed over the Airfreight to the Carrier.

The costs referred to above in paragraph 16 a to h will be fully at the expense of the Sender and if applicable at the expense of the Recipient. If the Carrier has paid these costs for the Sender, the Carrier will have a right of recourse on the Sender for these costs, and if applicable on the Recipient. Paragraph 18 of this Clause is applicable.

17. Moreover, the Sender is obliged to pay to the Carrier all unpaid charges, fares, surcharges, costs, expenses, fines, penalties, Damage as a result of loss of time and other Damage which the Carrier could incur, suffers or has to pay in connection with the carriage of Airfreight in contravention of national or international legislation and/or regulations, such as for instance the carriage of counterfeited Airfreight - without the Carrier being aware of this - illegal, incorrect or insufficiently marked, numbered, described or addressed Airfreight, or if the required import or export licences or any other certificate or document of any importance is absent, delayed or incorrect.

## **Pledge**

18. If the Sender and if applicable the Recipient has not or not fully paid or will not or not fully pay the fare and/or any costs as mentioned in this Clause and Clause 4, then, from the moment that the Sender, and if applicable the Recipient, has/have been notified in writing at the address described in the Airbill and having been allowed a reasonable period for payment and this period has expired without payment of the outstanding amount having been received by the Carrier, a right of pledge on the Airfreight will thereby be established for the benefit of the Carrier. If after the establishment of the pledge payment of the outstanding amount is still not forthcoming, even after the Carrier has allowed the Sender, or if applicable the Recipient, a period of 14 days for payment in a notice sent to the address described in the Airbill, the Carrier will be entitled to sell or destroy the Airfreight, all this at the Carrier's discretion. From the sale of the Airfreight the Carrier is entitled to pay the fares and/or costs due from the Sender, and if applicable from the Recipient. After the sale or destruction of the Airfreight, the Sender, and if applicable the Recipient, is still obliged to pay to the Carrier the outstanding fares and/or costs. The Carrier will under no circumstance be liable if it exercises the rights accruing to it under the said pledge and the Sender and/or Recipient will indemnify the Carrier against any liability claims by third parties and costs imposed by these third parties.

## **The Airbill**

19. For the carriage of Airfreight the Sender is obliged to issue an Airbill to the Carrier. The Airbill must in any event include an indication of the Place of Departure and the Place of Destination and if the Place of Departure and the Place of Destination are situated in the territory of the same State being a party to the Convention, while one or more layovers are provided within the territory of another State, an indication of one of the layover places. The Airbill must also include a clear description of the Airfreight, insofar as possible broken down by dimension, number, number of packages, condition and value and in any event by weight.
20. Three original copies of the Airbill will be drawn up by the Sender. The first copy includes the statement "Voor de Vervoerder" [for the Carrier]; signed by the Sender. The second copy includes the statement "Voor de geadresseerde" [for the Recipient]; signed by the Sender and the Carrier. The third copy is signed by the Carrier and after having received the Airfreight it is handed over by the Carrier to the Sender.
21. If the Sender does not hand over an Airbill to the Carrier, the Carrier reserves the right not to carry the Airfreight. If the Carrier, despite the Sender refusing to issue an Airbill, nevertheless decides to carry the Airfreight, it does not accept any liability for this carriage.
22. If explicitly or implicitly requested by the Sender, the Carrier can decide to draw up the Airbill itself, in which case the Carrier, subject to evidence to the contrary, is deemed to have done this on behalf and at the expense of the Sender. In that case the Carrier will not be liable for the content of the Airbill.
23. The Sender is responsible for the accuracy, completeness and precision of the details, statements and other information, if any, included by the Sender in the Airbill or which are included in the Airbill by the Carrier on behalf of the Sender. The Sender is liable for Damage and losses suffered by the Carrier or by the auxiliary persons it engages, as a result of a mistake, inaccuracy or omission of details, in statements and any other information which have been included in the Airbill by the Sender or the Carrier on the instructions of the Sender and on behalf of the Sender.
24. If the Carrier suspects that the Airbill drawn up by the Sender or by the Carrier on behalf of the Sender includes mistakes, omissions or inaccuracies, the Carrier will at all times be entitled on behalf of the Sender and without the Carrier being obliged to do so to correct these mistakes, omissions or inaccuracies by adding a separate statement. A copy of this statement will be sent by the Carrier to the Sender. Subject to evidence to the contrary, this statement will be admissible as evidence.
25. The dimensions, numbers, number of packages, condition, value and weight with regard to the Airfreight included by the Sender in the Airbill only constitute evidence towards the Carrier insofar as they have been verified by the Carrier in the presence of the Sender and this has been stated in the Airbill.
26. If the Sender wants to have different numbers of packages carried, the Carrier is entitled to demand from the Sender that he/she draws up separate Airbills, failing which the Carrier will not be obliged to carry the Airfreight.

## **Content of Airfreight**

27. Airfreight must be packaged by the Sender such that the Airfreight can be carried in a normal way and that no Damage can be inflicted on persons, goods or property. The Carrier reserves the right not to carry the Airfreight if the provisions in this paragraph have not been complied with. If the Airfreight inflicts Damage on persons, goods or property, the Sender, and if applicable the Recipient, will be obliged to compensate the Damage suffered by the Carrier or by third parties. The Sender, and if applicable the Recipient, shall indemnify the Carrier against any liability claims or fines and costs whether or not imposed by third parties.
28. Airfreight, and if the Airfreight consists of multiple packages, each packet, must be legibly and permanently marked with the full address of the Sender and the Recipient, as well as with markings and numbers which are stated on the corresponding Airbill. The Carrier reserves the right not to carry the Airfreight if the provisions in this paragraph have not been complied with.
29. The Carrier reserves the right to inspect the Airfreight and the Airbill for accuracy.

## **Liability**

30. The carriage by air of Airfreight covers the period in which the goods are in the care of the Carrier. The period of carriage by air does not include any transport by land, sea or inland waterways, carried out outside an airport.

31. The Carrier is only liable towards the Sender, the Recipient or owner of the Airfreight for the destruction or loss of or Damage to Airfreight if this Damage occurs during the carriage by air.
32. The Sender, and if applicable the Recipient, is/are obliged to take out insurance for the carriage of the Airfreight and/or for the Airfreight. Should the Sender, and if applicable the Recipient, fail to do so, the Carrier will under no circumstance be liable for destruction or loss of or Damage to Airfreight and/or the costs which might arise from this.
33. The liability of the Carrier shall at all times be limited to the extent of the amount as laid down in the Convention.
34. The Carrier is not liable for direct or indirect Damage inflicted on Airfreight as a result of compliance with legislation, decrees, orders or requirements which the Carrier thinks are applicable or required or for any other circumstance which arises beyond the control or the power of the Carrier.
35. The Carrier is not liable for loss of, Damage to or costs arising from the nature or inherent defects of the Airfreight (including inaccurate packaging) which arises as a result of a change in climate, temperature, altitude or other condition to which it is exposed or as a result of the period that the Airfreight is being carried.
36. Unless otherwise provided for in these Transport Conditions or otherwise agreed, the Carrier does not accept any liability for the carriage of special Airfreight including the carriage of valuables, animals, dangerous goods, perishables and human remains. The Sender, and if applicable the Recipient, are (jointly and severally) liable and indemnify the Carrier against any loss of or Damage to the said special Airfreight or against liability claims or fines and costs imposed by third parties.
37. The Carrier will not be liable for Damage to or the death of an animal caused as a result of a natural circumstance, acts by the animal itself or other animals, or circumstances as a result of the impossibility of the animal to adjust to a change in environment which change is inherent to carriage by air.
38. The Carrier will under no circumstances be liable for destruction or loss of or Damage to Airfreight caused by other Airfreight. The Sender, Recipient and/or owner of the Airfreight inflicting Damage to or causing the destruction of other Airfreight, are fully liable for these costs and they shall indemnify the Carrier against any liability claims by and costs imposed by third parties as a result of this. Airfreight of which the Carrier suspects that it will inflict Damage to the aircraft, the persons in it or property, can be destroyed by the Carrier at any moment without the Carrier being obliged at that moment to notify the Sender, Recipient and/or owner of the respective Airfreight of this.
39. Irrespective of the answer to the question of whether the Carrier was aware of the risk that Damage would be caused, the Carrier will in no way be liable for consequential Damage.
40. The Carrier is not liable for destruction or loss of or Damage to Airfreight (and the costs arising from it) as a result of the provision of information or acts by agents or auxiliary persons and their employees involved in the carriage by air.
41. If the Carrier issues an Airbill for the carriage of Airfreight in an aircraft other than that of the Carrier itself, the Carrier only does this as the agent of the Carrier who will carry out the actual carriage of the Airfreight. The Carrier is not liable for any carriage of Airfreight carried out by any Carrier other than itself.
42. If the Carrier's liability towards the Sender, the Recipient and/or owner of the Airfreight is limited or excluded under these Transport Conditions, the Sender, the Recipient and/or the owner of the Airfreight shall indemnify the Carrier against any claims and liability claims by third parties with regard to this Airfreight regardless as to whether the claim is based on breach of contract or a wrongful act.
43. The amount that the Carrier must pay as a result of the non-conformity in the carriage of the Airfreight under the Transport Agreement as a result of faults of its directors, employees or agents, is at all times limited to the amount that the Sender, the owner, and if applicable the Recipient, has paid for the carriage of the Airfreight. Damage caused as a result of a partial non-conformity is at all times limited to a proportional part of the amount paid for the carriage of the Airfreight.

## Bringing actions

44. If the person entitled to take receipt of the Airfreight, actually takes receipt of the Airfreight without any protest, this constitutes prima facie evidence that the Airfreight has been delivered in good condition and in accordance with what was arranged.
45. In the event of any Damage to Airfreight the Recipient must lodge a protest not later than within 14 days after having received the Airfreight. In the event of any delay of the Airfreight the protest must be lodged within 21 days from the date on which the Airfreight has been made available. Any protest must be lodged in writing and handed over or sent within the prescribed periods. In the absence of any protest within the prescribed periods any legal action brought against the Carrier will be disallowed.
46. Any right to compensation will lapse if a legal action to obtain compensation has not been brought within 2 years of the date of arrival at the destination, from the date that the aircraft should have arrived or from the date on which the carriage ended. The manner of calculating the period is determined by the applicable law of the court where the legal action has been brought.

## Other provisions

47. If it is necessary in order to carry out the formalities of customs, police and other government authorities, the Sender of the Airfreight can be required to issue a document indicating the nature of the Airfreight. This obligation does not create any duty, obligation or liability for the Carrier and the Carrier is not obliged to investigate whether the document is accurate or sufficient.
48. If at the discretion of the Carrier it is necessary to retain the Airfreight in any place and for any purpose whatsoever, the Carrier will be authorised, after the Carrier has informed the Sender of this, to take custody of the Airfreight at the risk and expense of the Sender, Recipient and owner of the Airfreight, at any location whatsoever.

## CLAUSE X: CONDUCT ON BOARD THE AIRCRAFT

### General provisions

1. The Passenger must refrain from offensive conduct or conduct against which other Passengers could object. In all cases the Passenger must follow the instructions of the Carrier and its auxiliary persons to ensure the safety of the aircraft and the safe, efficient and comfortable course of the flight and the comfort of the other Passengers. The Carrier is entitled to assess whether the Passenger poses or could pose a threat or danger to one or more persons or possessions on board the aircraft, or to the aircraft itself.
2. Under Article 96 of the Dutch Civil Aviation Supervision Regulations (Regeling Toezicht Luchtvaart) the captain of the aircraft is authorised to take measures to guarantee the safety of the people and their possessions on board the aircraft. The captain is also authorised to take measures including the restriction of the Passenger's freedom in order to ensure order, discipline and safety on board the aircraft. If necessary prior to a flight the captain can restrict the freedom of a Passenger, who it can be reasonably assumed will disturb the order, discipline or safety of the flight. The captain can report conduct to the police if the Passenger does not comply with the directions given by him/her. If necessary he/she may and can hand the Passenger over to the competent authorities. A Passenger who is removed from the aircraft for the reasons described above, forfeits his/her right to transport on the respective flight, any return flight or any other flight carried out by the Carrier or its affiliates.
3. For reasons of safety and security the Carrier can for instance restrict or prohibit the use of electronic equipment on board, including mobile phones, CD players, portable recorders, laptop computers, portable radios, electronic games or transmitting devices, walkie-talkies, remote control toys, and any other equipment that works via an antenna. But the Passenger is allowed to use a hearing aid or pacemaker.
4. It is forbidden to bring or use drugs on board the aircraft. It is also forbidden to smoke on board the aircraft (including smoking conventional cigarettes, electronic cigarettes or other artificial forms of smoking). Violation of these prohibitions is a criminal offence that the captain can report to the competent authorities.
5. The Passenger can order alcoholic beverages on board the aircraft. The Carrier in its reasonable opinion can completely prohibit, restrict or discontinue serving alcoholic beverages to a Passenger in order to retain good order and discipline on board. Passengers are not allowed to bring any alcoholic beverages on board.
6. If a Passenger does not comply with the provisions of this Clause, the Carrier will be allowed to take all measures considered necessary to prevent or terminate this conduct. Those measures can include the imposition of restrictions on the freedom of movement and/or the removal of a Passenger from the aircraft, refusal to transport the Passenger further from any point whatsoever onwards. In addition, the Carrier can report this conduct to the local authorities. In none of these cases will the Carrier be obliged to compensate any Damage that the Passenger suffers and neither will the Carrier be liable for any other Damage as a result of the acts of this Passenger. The respective Passenger will be obliged to compensate the Carrier or the other Passengers for the Damage arising from the his/her acts or omissions. This Damage also includes the costs incurred by the Carrier if it is forced to divert to a Place of Destination not determined in advance. The Carrier reserves the right to report the Passenger to the authorities and to bring an action for compensation.

### Future refusal

7. If a Passenger does not meet the requirements laid down in this Clause or Clause VII, the Carrier or its Authorised Agent will be entitled to refuse to allow the Passenger to board one or more future flights. The Carrier will inform the Passenger in accordance with Clause VII paragraph 1 under g.

## CLAUSE XI: TIMETABLE, CANCELLATION, DELAY AND DENIED BOARDING

### General provisions

1. Unless otherwise provided for in European and/or international regulations and/or case law, the following provisions are applicable.
2. The flights and the flight schedule as described in the timetable serve exclusively as information for the Passenger with regard to the flight offered by the Carrier. The flight schedule is issued after the date of the Booking and is stated on the Ticket. A flight schedule and/or flight might change between the date of Booking and the travel date.
3. Changes in the timetable relating to the Passenger will be passed on to the Passenger by the Carrier according to the contact details provided by the Passenger at the Booking. It is the Passenger's responsibility to provide the correct contact details upon his/her Booking and to remain contactable for any messages from the Carrier. Prior to the flight the Passengers themselves are responsible with regard to verifying whether the flight schedules as stated on the Ticket have or have not changed. If a change has been made which is undesirable for the Passenger and if the Carrier is not successful in offering another suitable flight, the Passenger can obtain a refund for the Ticket under the conditions specified in Clause XII.
4. The Carrier will take all reasonable measures to avoid cancellation and delay of the transport of the Passenger and his/her Baggage. In order to avoid or restrict cancellation or delay of a flight the Carrier will be entitled to have the transport carried out under its name by another Carrier and/or by another aircraft and/or by another means of transport.

5. Unless otherwise provided for in the Convention and/or the applicable European law and provided the Passenger has a valid Ticket and Transport Agreement, in the event that the Carrier cancels the flight, or if the flight does not land in the place of the Stopover or the Place of Destination, or if the Carrier is (in all reasonableness) the cause of the Passenger missing a connecting flight, or if the Passenger is refused due to overbooking, the Passenger will at his/her request be entitled to:
  - a. a different flight under comparable Transport Conditions to the final destination of the Passenger as stated on the Ticket, at the first opportunity or if the Passenger prefers, a different flight under comparable Transport Conditions to the final destination of the Passenger as stated on the Ticket at a later date, if there is a seat available, or
  - b. a refund of the Ticket as stated in Clause XII for the section or sections of the journey not made and for the section or sections already made if, in the light of the original travel plan of the Passenger, further travel no longer makes any sense in addition to, should the occasion arise, a return flight to the first point of departure.

In the event of a cancellation the Passenger will in any event be entitled to:

- i. meals and refreshments reasonably proportionate to the waiting period;
  - ii. two phone calls or e-mail messages free of charge;
  - iii. hotel accommodation in the event of a different flight which according to reasonable expectations will depart at the earliest the day after the planned departure time of the cancelled flight and if a stay of one or more nights becomes necessary or a longer stay becomes necessary than the stay planned by the Passenger, as well as in the last two cases the transport between the airport and the place of the accommodation.
6. If a flight is cancelled the Passenger can also be entitled to compensation as meant in the DBC Regulation. In this connection the Carrier refers to the website of the European Commission (<http://ec.europa.eu>). The Carrier is not obliged to pay compensation if the cancellation is the consequence of extraordinary circumstances which, despite all reasonable measures having been taken, could not be prevented, or if:
    - a. the cancellation was notified to the Passenger at least two weeks before the planned departure time, or
    - b. the cancellation was notified to the Passenger between two weeks and seven Days before the planned departure time and the Passenger is offered a different flight to the same Place of Destination departing not sooner than two hours before the planned departure time and arriving less than four hours later than the planned arrival time at the final destination, or
    - c. the cancellation was notified to the Passenger less than seven Days before the planned departure time and the Passenger is offered a different flight to his/her Place of Destination departing no sooner than one hour before the planned departure time and arriving less than two hours later than the planned arrival time at the final destination.

## Delay

7. If a flight carried out by the Carrier is delayed by at least two hours for all flights of 1500 km or less, or by at least three hours for all flights within the European Community of over 1500 km and for all other flights between 1500 and 3500 km, or by at least four hours for all flights not covered by the cases referred to above, the Passenger will in any event be entitled to the assistance as referred to in paragraph 5 under (i), (ii) and (iii).
8. In the event of a delay of at least five hours after the planned departure time, the Passenger will at his/her request be entitled to a refund for the Ticket for the section or sections of the journey not made and for the section and sections already made if, in the light of the original travel plan of the Passenger, further travel no longer makes any sense in addition to, should the occasion arise, a return flight to the first point of departure.
9. If a flight is delayed by at least three hours compared with the planned arrival time, the Passenger may also be entitled to compensation as meant in the DBC Regulation, as well as any applicable case law. In this connection the Carrier refers to the website of the European Commission (<http://ec.europa.eu>).

## Denied boarding

10. It is the Carrier's policy not to overbook flights. However, should it happen that a flight is overbooked, the Carrier will look for Passengers who want to relinquish their seat voluntarily in exchange for certain benefits under conditions which must be agreed between the respective Passengers and the Carrier. In this case, apart from these benefits, the Passenger will in any event be entitled to:
  - a. a different flight under comparable Transport Conditions to the final destination of the Passenger as stated on the Ticket, at the first opportunity or if the Passenger prefers, a different flight under comparable Transport Conditions to the final destination of the Passenger as stated on the Ticket at a later date, if there is a seat available, or
  - b. a refund of the Ticket as stated in Clause XI for the section or sections of the journey not made and for the section and the sections already made if, in the light of the original travel plan of the Passenger, further travel no longer makes any sense in addition to, should the occasion arise, a return flight to the first point of departure.
  - c. If there are insufficient volunteers, the Carrier will be entitled to prevent the Passenger from boarding the flight against the latter's will. A Passenger who has been prevented from boarding the flight against his/her will, is - apart from the rights referred to in the previous paragraph (under a or b) - entitled to:
    - d. meals and refreshments reasonably proportionate to the waiting period;
    - e. two phone calls or telex, fax or e-mail messages free of charge;
    - f. hotel accommodation in the event of a different flight which according to reasonable expectations will depart at the earliest the day after the planned departure time of the cancelled flight and if a stay of one or more nights becomes necessary or a longer stay becomes necessary than the stay planned by the Passenger, as well as in the last two cases the transport between the airport and



- the place of the accommodation, and
- g. The Passenger may in the case referred to under c of this Clause also be entitled to compensation as meant in the DBC Regulation.

## **CLAUSE XII: REFUNDS**

### **General provisions**

1. If the transport has not been carried out in accordance with the Transport Agreement, the Passenger will be entitled on request to a refund for the unused Ticket or the unused portion of it insofar as the Transport Conditions or the Fare Conditions do not provide otherwise.
2. The Carrier is entitled to give a refund either to the person in whose name the Ticket is made out or to the person who paid for the Ticket. If a Ticket has been paid for by a person other than the person in whose name the Ticket has been made out and the Carrier indicated on the Ticket that the Ticket is subject to restrictions, the Carrier will give a refund to the person who paid for the Ticket or to someone else indicated by the latter.
3. If a refund has been made in accordance with the provisions in paragraph 2 of this Clause, this constitutes a valid refund and the Carrier will be discharged from all liability. In that case the Carrier will not be obliged to give a refund for the same Ticket to anyone other than the person to whom it already gave a refund.

### **Valid evidence**

4. The Carrier reserves the right to give a refund only after submission of valid evidence that the person in whose name the Ticket is made out or the person who paid for the Ticket is actually entitled to the refund. If valid evidence is not forthcoming, the Carrier will not be obliged to give a refund.

### **A refund due to involuntarily denied transport**

5. In cases whereby the Carrier cancels the flight, the flight does not land in the place of the Stopover or the Place of Destination, the Carrier is (in all reasonableness) the cause of the Passenger missing a connecting flight or the Passenger is denied boarding due to overbooking, the Passenger will be entitled to a refund - unless otherwise provided for in these Transport Conditions or the Fare Conditions - consisting of an amount equal to the fare paid if the Ticket is wholly unused or, if a portion of the Ticket has been used, an amount equal to the difference between the paid fare for the Ticket and the applicable fare for the section or the sections of the flight which have already been made.

### **Force majeure**

6. If a Force Majeure event occurs due to which the Carrier is not able to carry out or continue the flight, the Passenger will not be entitled to a refund. In that case the Carrier can decide to extend the period of validity of the Ticket.
7. Tickets of Passengers who are seriously ill or who die and those of the persons who had to travel with these Passengers will be fully refunded.
8. Tickets of disabled Passengers or of Passengers with reduced mobility, and the Passenger who accompanies them, who have been denied boarding due to that disability or reduced mobility, are entitled to a full refund of the Ticket at the price for which it was bought, for the section or the sections of the journey not made and for the section and the sections which have already been made if, in the light of the original travel plan of the Passenger, further travel no longer makes any sense, in addition to, should the occasion arise, a return flight to the first point of departure. The foregoing is not applicable if the right has been or will be exercised to a different flight at the first opportunity under comparable Transport Conditions to his/her final destination, or to a different flight under comparable Transport Conditions to his/her final destination at a later date according to the choice of the Passenger, if there is a seat available. The right to the possibility of a return flight or a different flight always depends on the question of whether all the safety requirements will be complied with.

### **Currency**

9. Unless agreed otherwise, a refund will be made in the currency in which the Ticket was paid.

## **CLAUSE XIII: ADDITIONAL SERVICES**

1. If the Carrier agreed to provide, apart from transport by air, additional services to the Passenger, the Carrier will only be liable in connection with these services up to the amount equal to the value of the additional services and only if the Carrier has been negligent in providing these services. The Carrier will under no circumstance be liable in the event of Force Majeure.

## **CLAUSE XIV: TRAVEL DOCUMENTS, ENTRY AND CHECKS**

### **General**

1. The Passenger himself/herself is responsible for being in possession of all the required travel documents and visas and for compliance with all applicable legislation, regulations, directives, decrees, requirements and obligations stipulated by the countries from, over and to which the flight goes. If the Passenger does not fulfil his/her obligations in any way, he/she himself/herself will be responsible for this and he/she himself/herself will have to bear the costs and Damage as a result of the non-compliance with these obligations.

## Travel documents

2. Prior to the journey the Passenger is obliged to show all export, import, health and other documents which are required according to the applicable regulations of the countries from, over and to which the flight goes. The Passenger agrees that the Carrier can make copies of the documents referred to in this Clause or record the details included in the documents in another way.

## Denied entry

3. If the Passenger is denied entry into a country, he/she must pay all fines and costs (including costs of detention) imposed on the Carrier by the local government authorities. If the Carrier is obliged to bring the Passenger back to the Place of Departure, the Passenger will also have to pay the price of the Ticket. In this case the captain will in any event be entitled to take custody of the travel documents of the respective Passenger during the flight to his/her Place of Departure or the indicated place. In these cases the Passenger will not be entitled to a refund of his/her (original) Ticket.
4. If the Carrier is obliged to pay a fine or incur costs as a result of the fact that the Passenger has not complied with the applicable regulations or he/she has failed to show the required documents or because he/she has shown invalid documents, the Passenger must repay all these costs immediately to the Carrier at the latter's request. The Carrier reserves the right to set-off these costs against the funds paid to the Carrier for unused transport or other funds of the Passenger in possession of the Carrier.
5. The Carrier will make every effort to provide the Passenger at his/her request with information about the applicable legislation of the countries from, over and to which the flight goes. The Carrier accepts no liability under any circumstance for any Damage as a result of the information it provides.

## Customs and security checks

6. The Passenger must on request cooperate with and be present at any Baggage check (that is or is not delayed) carried out by customs or other government officials. Moreover, the Passenger must cooperate with all security checks carried out by government authorities, airport officials or Carrier(s). The Carrier accepts no liability whatsoever for any losses or Damage to Baggage during these checks or as a result of the refusal to cooperate with this check. If the Carrier suffers Damage by an act, omission or negligence of the Passenger, the Passenger must compensate the Carrier for this.

## Liability

7. The Carrier will under no circumstance be liable for Damage and costs as a result of the Passenger's failure to fulfil his/her obligations laid down in this Clause. Moreover, the Carrier will not be liable if the refusal to transport a Passenger is based on the assumption that the said refusal arises from applicable legislation, regulations, directives and decrees.

## CLAUSE XV: LIABILITY

### General

1. The liability of the Carrier is determined by these Transport Conditions. The liability of the Carrier is at all times subject to the Convention unless the Convention itself imposes limitations with regard to its scope and applicability.
2. The following conditions apply insofar as they do not contravene the provisions in these Transport Conditions and regardless of the applicability of the Convention:
  - a. The Carrier is only liable for recoverable Damage for demonstrable losses and costs.
  - b. The Carrier is only liable for Damage occurring or which occurred on board its own flight. If the Carrier issues a Ticket, registers Baggage or Airfreight for flights carried out by other Carriers, it only acts as an agent for these Carriers. The Carrier is not liable for Damage occurring on board aircraft of other Carriers. Clause XV is applicable.
  - c. If the Carrier proves blame or negligence of the person claiming compensation or of the person from whom these rights are derived for causing the Damage or contributing to it, the Carrier will be fully or partially released from its liability towards that person, insofar as that blame or negligence caused the Damage or contributed to it. When compensation is claimed due to the death or injury of a Passenger by someone other than the Passenger, the Carrier will also be fully or partially released from its liability insofar as it proves that the blame or negligence of that Passenger caused the Damage or contributed to it. This Clause is applicable to all provisions in these Transport Conditions, including paragraph 3 of this Clause.
  - d. The Carrier will not be liable for Damage arising from the Carrier complying with legislation, directives, regulations or instructions or for non-compliance with these rules by the Passenger.
  - e. All provisions in these Transport Conditions including the provisions with regard to exclusion and limitation of liability also serve for the benefit of and limit the liability of the Authorised Agents, subordinates, representatives or auxiliary persons of the Carrier, as well as the owner/lessor of the aircraft and its personnel, employees and subordinates. The total amount of compensation that can be recovered from such persons shall not exceed the total maximum amount for which the Carrier can be liable.
  - f. Unless stated otherwise, no provision whatsoever of these Transport Conditions can replace any exclusion or limitation of liability of the Carrier under the Convention or the applicable law.

### Damage as a result of death or physical injury

3. The Carrier is exclusively liable for Damage suffered in the event of the death or physical injury of a Passenger if the accident that caused the death or physical injury took place on board the aircraft or during boarding or disembarking from the aircraft. The Carrier shall not limit or exclude its liability up to 113,100 SDR per Passenger unless paragraph 2 under c of this Clause is applicable.

4. The Carrier will not be liable for Damage arising from death or physical injury insofar as the Damage exceeds 113,100 SDR, if the Carrier proves that the Carrier could not be blamed for the Damage or the Damage was not attributable to the negligence of the Carrier, its auxiliary persons or subordinates or if a third party could be exclusively blamed for the Damage or the Damage was exclusively attributable to the negligence of a third party. Paragraph 2 under c of this Clause is applicable.
5. If the Carrier transports a person whose age, mental or physical condition is such that transport could pose a threat or risk to him/her, the Carrier will not be liable for illness, physical injury, death or for an aggravation of the condition of this person, provided the Damage is the consequence of that condition or an aggravation of it.
6. In the event of death or physical injury as meant in paragraph 3 of this Clause, the Carrier will pay an advance to the Entitled Claimant so that he/she can satisfy his/her immediate economic needs. In the event of death, the said advance will amount to at least 16,000 SDR. Pursuant to Article 5 paragraph 3 of the Air Carrier Liability Regulation and Article 28 of the Convention the payment of an advance does not imply that the Carrier admits any liability. The advance can be set-off against any amount that will be paid later on the basis of the liability of the air carrier. In principle an advance does not have to be paid back. This would only be different in the cases referred to in paragraph 2 under c of this Clause and in the event that the person who received the advance was not entitled to compensation. Under the applicable law an advance will be paid within 15 Days after the identity of the Entitled Claimant has become known.
7. The Carrier reserves all rights of recovery and subrogation with regard to third parties.

## **Damage as a result of delay and cancellation**

8. The liability of the Carrier with regard to Damage suffered by Passengers caused by delay or cancellation of transport of Passengers by air is limited to 4,694 SDR per Passenger.
9. The liability of the Carrier with regard to Damage caused by delay or cancellation of transport of Baggage of Passengers by air is limited to 1,131 SDR per Passenger. This will only be different if the Passenger is in the possession of a Special Declaration of Interest upon delivery in which a higher value has been agreed. Clause VIII paragraph 8 is applicable.
10. The Carrier will not be liable under any circumstances for delay or cancellation of the transport of Passengers and Baggage by air if it proves that the Carrier and its auxiliary persons had taken all measures which could reasonably have been required to avoid the Damage or that it was impossible for them to take such measures.

## **Damage to Baggage**

11. The liability of the Carrier with regard to Damage to or loss of Baggage is limited to 1,131 SDR per Passenger. This will only be different if the Passenger is in the possession of a Special Declaration of Interest upon delivery in which a higher value has been agreed. Clause VIII paragraph 8 is applicable.
12. In the event of Damage to or loss of Baggage the Passenger must report to the handler on site to draw up a Property Irregularity Report (P.I.R.). If the Passenger lodges a claim with the Carrier for compensation with regard to Damage to or loss of Baggage, he/she is obliged to submit this P.I.R. report. In addition, in this case the Passenger will also be obliged to submit a Baggage Inventory Form (B.I.F.) to the Carrier. The B.I.F. form can be requested from Corendon Dutch Airlines. Corendon Dutch Airlines will only handle a claim for compensation with regard to Damage to or loss of Baggage and it can only pay compensation if the claim for compensation has been submitted to Corendon Dutch Airlines in writing and includes a Baggage Label, P.I.R. report, B.I.F. document and original sales receipts.
13. The Carrier will only be liable for Damage to or loss of Checked Baggage if the Damage occurred on board the aircraft of the Carrier or during the period the Carrier had custody of the Checked Baggage.
14. A Passenger whose Checked Baggage, or the items contained in it, inflicts Damage on the Baggage of other Passengers or on the property of the Carrier, will indemnify the Carrier for all costs, losses and Damage arising as a result of this.
15. The Carrier will not be liable if and insofar as the Damage is solely the result of the nature, inherent defect, quality or perishability of the Baggage.
16. The Carrier is not liable for Damage to or loss of Baggage which it is prohibited to transport as Baggage.
17. Subject to the presence of blame on the part of the Carrier, its auxiliary persons or Authorised Agents, the Carrier will never be liable for Damage to or loss of Unchecked Baggage (including personal possessions).

## **Liability of the Passenger**

18. If the Passenger has attributable not complied with the conditions as laid down in these Transport Conditions and the Carrier suffers Damage because of this, the Passenger shall compensate the Carrier for this.

## **CLAUSE XVI: SUCCESSIVE CARRIERS**

1. For the purposes of the Convention transport carried out by various successive Carriers is considered as one single transport. In cases where that transport is successively carried out by various Carriers, each of those Carriers taking Passengers, Baggage or goods, will be a party to the Transport Agreement insofar as it relates to the part of the transport carried out under its supervision.
2. Subject to what has been provided for in paragraph 3 of this Clause, the Passenger or any other person who has any right to compensation derived from the latter, will only have recourse on the Carrier who carried out the transport during which the accident or delay took place. The Carrier will in these cases never be liable for those sections of the journey which have been carried out by (an) other Carrier(s).
3. If there are successive Carriers and Baggage or goods are destroyed, lost, damaged or delayed, the Passenger or the Sender has recourse on the first Carrier, and the Passenger or the Recipient who is entitled to the delivery has recourse on the last Carrier. The Passenger, Sender or Recipient can in any event have recourse on the Carrier who carried out the transport during which the destruction, loss, damage or delay took place.

## CLAUSE XVII: CHARTER TRANSPORT

1. Charter transport is subject to the conditions of the Charter Agreement or if applicable the Package Tour Agreement. These Transport Conditions form an integral part of the Charter or Package Tour Agreement.
2. A Charter Ticket is only valid on the date stated on the Charter Ticket, the Flight Coupon or on the electronic Ticket issued by the tour operator, travel organiser or charter company. However, changes in the date of departure or return are possible. As stated on the Charter Ticket, other terms and conditions may also be applicable.
3. A Charter Ticket is invalid for as long as the Contractual Carrier as referred to in Clause I has not paid the price of the Charter Ticket, increased by any taxes, levies, surcharges and other costs due, to the Carrier or has not complied with a payment arrangement entered into with the Carrier. On this ground the Carrier is entitled to refuse to allow the Passenger to board the aircraft.
4. The Passenger will not be entitled to a refund of his/her Charter Ticket.
5. Only the Contractual Carrier (tour operator, travel organiser or charter company) can refund the Passenger, provided this is in accordance with its general terms and conditions.
6. The following Clauses are not applicable to Charter Transport:  
Clause III: paragraph 1, paragraph 4, paragraph 5, paragraph 8, paragraph 9, paragraph 10 and 11; Clause IV  
Clause V: paragraph 1, paragraph 2, and paragraph 4;

## CLAUSE XVIII: PASSENGERS' RIGHTS

1. If the Passenger has taken receipt of the Baggage without any protest, it is presumed, subject to evidence to the contrary, that the Baggage has been received in a good condition and has been delivered in accordance with the Transport Agreement.
2. In the event of Damage to Checked Baggage, the Passenger must lodge a written complaint with the Carrier immediately after discovery of the Damage and at the latest within a period of 7 Days after the date of receipt of the Baggage. In the event of a delay of Checked Baggage the Passenger must lodge a written complaint with the Carrier within 21 Days after the date on which the Baggage has been put at the Passenger's disposal. If the Passenger does not lodge this complaint within the periods specified in this paragraph, his/her legal claim(s) will thereby lapse and thereby become(s) null and void and inadmissible.
3. Any right to compensation will lapse if a legal action to obtain compensation has not been brought within 2 years after the date of arrival at the destination, from the date that the aircraft should have arrived or from the date on which the carriage ended. The manner of calculating the period is determined by the applicable law of the court where the legal action has been brought.

## ANNEX

### Liability of airlines for Passengers and their Baggage

"This information notice provides a summary of the liability rules applied by the airlines of the Community in accordance with EC legislation and the Convention.

### Compensation upon death or physical injury

The liability for death or physical injury of Passengers is not restricted by financial limits. The airline cannot dispute claims for compensation with regard to Damage up to 113,100 Special Drawing Rights (approximate amount in local currency). Should the Damage exceed this amount, the airline can put up a defence against the claim if it can furnish evidence that it has not been negligent or remained otherwise in default.

### Advances

If a Passenger becomes injured or dies, within 15 Days after the Entitled Claimant has been identified, the airline must pay an advance in order to meet the immediate economic needs. In the event of death, the advance cannot amount to less than 16,000 Special Drawing Rights (approximate amount in local currency).

### Delay of Passengers

In the event of delay experienced by Passengers the airline will be liable for the Damage caused unless it has taken all reasonable measures to prevent the Damage or it was impossible for the airline to take such measures. The liability for delayed Passengers is limited to 4,694 Special Drawing Rights (approximate amount in local currency).

### Delay of Baggage

In the event of delay of Baggage the airline will be liable for the Damage caused unless it has taken all reasonable measures to prevent the Damage or it was impossible for the airline to take such measures. The liability for delayed Baggage is limited to 1,131 Special Drawing Rights (approximate amount in local currency).

### Destruction, loss of or Damage to Baggage

The airline is liable for the destruction, loss of or Damage to Baggage up to a maximum of 1,131 Special Drawing Rights (approximate amount in local currency). If this relates to Checked Baggage, the airline will also be liable if it was not in default unless the Baggage had already been damaged. If this relates to Unchecked Baggage, the airline will only be liable if it was in default.

### Higher limits for Baggage

A higher liability limit may be applicable if the Passenger made a special declaration and paid an additional fee before he/she boarded.



#### **Complaints about Baggage**

If the Baggage is damaged, delayed, lost or destroyed, the Passenger must lodge a written complaint with the airline as soon as possible. In the event of damage to Checked Baggage the Passenger must lodge a written complaint within 7 Days and in the event of the delay of Checked Baggage within 21 Days after the date on which the Baggage has been put at the Passenger's disposal.

#### **Liability of the Contractual Carrier and that of the Actual Carrier**

If the airline taking care of the flight is not the same as the airline with which the Transport Agreement has been entered into, the Passenger will be entitled to lodge a complaint with or submit a claim for compensation to each or both companies. If the name or code of an airline is on the Ticket, that airline will be the Carrier with which the Transport Agreement has been entered into.

#### **Period for legal action**

A legal action to obtain compensation must be brought within 2 years after the moment of arrival of the aircraft or the moment at which the aircraft should have arrived.

#### **Basis of the notice**

These rules are based on the Montreal Convention of 28 May 1999, executed in the Community by (EC) Regulation no. 2027/97 (as amended by Regulation (EC) no. 889/2002) and the national legislation of the Member States."

