On this page you will find the Fare Conditions and General Conditions of Carriage for Transavia Airlines C.V. and Transavia France S.A.S. (hereinafter jointly referred to as 'Transavia').

In some cases, a condition only applies if the booked flight is operated by Transavia Airlines C.V. (these flights have a flight number starting with 'HV') or flights that are operated by Transavia France S.A.S. (these have a flight number starting with 'TO'). In such cases, the condition concerned will be stated explicitly.

Transavia Fare Conditions

(applicable to all Transavia flights)

Type of fare:
Transavia Restricted Fare

Discounts:
- Child (2 to 11 years): No discount, standard ticket price
- Baby (0 to 1 years): Reduced fare* - seniors (60 plus): No discount, standard ticket price

**A child up to 2 years old can travel on your lap for €30 per single flight. If a child is 2 or older on the day of the flight, they must travel with their own seat. The standard ticket price applies.*

Basic fare, Plus fare or Max fare

When booking your flight, you can choose between the Basic fare, Plus fare or Max fare.

Included in the Basic fare:
- Flight;
- 1 piece of hand luggage of max. 40x 30 x 20 cm including handles and wheels (you can always bring it in the cabin with you). You must place your hand luggage under the seat in front of you. The total weight may not exceed 10 kg.**
- The total weight may not exceed 10 kg.**

Included in the Plus fare:
- Flight;
- 1 piece of hand luggage of max. 40 x 30 x 20 cm including handles and wheels (you can always bring it in the cabin with you). You must place your hand luggage under the seat in front of you. The total weight may not exceed 10 kg;**
- 20 kg hold luggage;
- A standard seat of your choice;
- The possibility of changing the time, date and route of the booked flight up to 14 days before departure, whereby you will only be required to pay any difference in the price of the flight; and
- A set number of Miles based on your Flying Blue Level, plus Experience Points (XP) based on the flight distance.

  Miles:
  - Explorer: 250 Miles*
  - Silver: 375 Miles*
  - Gold: 438 Miles*
  - Platinum: 500 Miles*

  XP:
  - Domestic flights: 2 XP*
  - Flights up to 2000 miles: 5 XP*
  - Flights from 2000 miles: 8 XP*

  * Per single flight

Included in the Max fare:
- Flight;
- 1 cabin bag of max. 55 x 35 x 25 cm including handles and wheels) + 1 hand luggage of max. 40 x 30 x 20 cm including handles and wheels. You must place your hand luggage under the seat in front of you and your cabin bag in the compartment above the seats. The total weight of the cabin bag and hand luggage may not exceed 10 kg; Your cabin bag is guaranteed in the cabin.**
- Fast Track Security and the possibility to board in the first group;
- 30 kg hold luggage;
- Choose from all available seats;
- The possibility of changing the time, date and/or route of the booked flight up to two hours prior to departure. You only have to pay the difference in the ticket price, if applicable;
- The possibility of changing the passenger data (name, date of birth and/or gender) up to 2 hours before flight departure; and
- A fixed number of Miles based on your Flying Blue Level, plus Experience Points (XP) based on the flight distance.

  Miles:
  - Explorer: 500 Miles*
  - Silver: 750 Miles*

- Gold: 875 Miles*
- Platinum: 1000 Miles*

XP:

- Domestic flights: 2 XP*
- Flights up to 2000 miles: 5 XP*
- Flights from 2000 miles: 8 XP*

* Per single flight
** For more information regarding hand luggage and/or a cabin bag, see also the section 'hand luggage and cabin bag'.

Changing your booking with Flex

If you have chosen the Basic fare, you will have the option to add Flex for €10 during your booking. Different conditions may apply, depending on the airline that operates your flight.

a) Will you be flying with Transavia Airlines C.V. (flights operated with a flight number starting with 'HV')? If you purchased the 'Flex' option when making your booking, you can change the time and date of your fight up to 12 hours prior to departure without having to pay a change fee. You only pay the difference in the ticket price, if applicable. Without Flex you pay €50 to change your flight. The following conditions apply to Flex:
   - The date and time of the flight can be changed up to 12 hours prior to departure in My Transavia. This can also be done without logging in, just enter your flight number on the login page;
   - No change fees, you only pay the fare difference, if applicable.
   - You can change the time and date of the flight as often as you want up to one year after the original booking date. This is subject to availability. After that, the normal conditions apply for changing the time and date of your flight and you will have to pay a change fee.

b) Will you be flying with Transavia France S.A.S. (flights operated with a flight number starting with 'TO')? If you purchased the 'Flex' option when making your booking, you can change the time and date of your fight up to two hours prior to departure without having to pay a change fee. You only pay the difference in the ticket price, if applicable. Without Flex you pay €50 to change your flight. The following conditions apply to Flex:
   - The date and time of the flight can be changed:
     - The date and time of the flight can be changed up to 12 hours prior to departure in My Transavia. This can also be done without logging in, just enter your flight number on the login page;
     - From 12 to 2 hours before departure, you can also do this via our Service Centre;
   - No change fees, you only pay the fare difference, if applicable.
   - You can change the time and date of the flight as often as you want up to one year after the original booking date. This is subject to availability. After that, the normal conditions apply for changing the time and date of your flight and you will have to pay a change fee.

Change booking with 'Name change 48 hours'

In principle, you are due to pay any change fees for a name change, unless you have chosen the Max fare. You have the possibility of purchasing Name Change 48 hours with your booking, which entitles you to change the passenger details up to 48 hours after booking, without being charged for any change fees or any difference in fare.

Changes to your booking

The following changes are possible:
- travel date
- time of the outbound and/or inbound flight (on the same day or other)
- departure location
- destination
- name change
- spelling error
- date of birth
- gender

General change fees
If you are unable to change your booking based on the chosen fare or Name Change 48 hours without change fees and/or by payment of any fare difference, you are required to pay the change fees and any price difference between the original and new ticket. The following conditions apply to change a booking:

If you have booked via the Internet
You can change a booking made online yourself or through the call centre up to two hours prior to the departure of your flight. **Please note:** If you have already checked in, you cannot change your booking.

Name changes
Names can be changed for a fee up to two hours prior to the scheduled departure time of the flight. There is a change of name if:

- someone other than the person named when the booking was made wants to travel. Such a name change is only possible for both the outbound as well as the inbound flight. It is therefore not possible to change the name for part of the trip (outbound or inbound journey). Therefore, if you use or will use the outbound or inbound flight yourself, you cannot transfer the remaining flight to another person;

Where there is an obvious spelling error, there will be no charge for correcting the spelling error. This is at Transavia's discretion.

Change flight route, date or time
We charge the following fee for changes:

- If you change the date or time of your flight, you will be charged a €50 change fee per person, per single flight.
- If you change the route of your flight, you will be charged a €50 change fee per person, per single flight.
- If the applicable ticket price is more expensive than the price you originally paid, you will also pay the difference in the ticket price (the so-called fare difference). You will not receive a refund if the new ticket price is cheaper than the original ticket.
- If you have booked a flight operated by Transavia Airlines C.V. before 21 September 2022 and you would like to change the date or time of your flight, you will be charged a € 35 change fee per person, per one-way flight.

Change passenger details
You may always make one free change per passenger: first name, surname, date of birth, gender and/or passport information.
If you want to make more than one change, we charge a supplement. The change fee is €50 per single flight. If at that time the price of the ticket is more expensive than the original ticket, then you also pay the difference in the ticket price.

You cannot change passenger details in the following cases:

- You booked a return flight and the outbound flight has already taken place.
- It is less than two hours before the (planned) departure of your flight.
- You have already checked in. In this case, you can no longer make any changes to your booking. Please note: as soon as one of the passengers in a joint booking has checked in, the other passengers can no longer change their passenger details.

Cancellations
You can cancel your booking by contacting our Service Centre by telephone, social media, email or My Transavia. In some cases, this can also be done via the Transavia website. The cancellation fee is 100% of the amount due for the booking (including any special requests). No refund is given as a result, except for all passenger-related taxes imposed by the airport and governments that you have paid to Transavia, which can be refunded at your request.

This refund request can only be submitted using this online form (www.transavia.com).

If the booked flight is operated by Transavia Airlines C.V., the following applies: to refund taxes we charge a €20 administration fee per cancelled booking.

Luggage

Hand luggage and cabin bag
Your piece of hand luggage (max. 40 x 30 x 20 cm, including handles and wheels) is allowed in the cabin. You must place your hand luggage under the seat in front of you.

For a fee you can book a cabin bag. You can store the cabin bag in the compartments above the seats. You also have the possibility to board with the first group. Your cabin bag (max. 55 x 35 x 25 cm including handles and wheels) is guaranteed in the cabin. There is space for 70 cabin bags in total. If you buy the Max-fare, this option is included. Each passenger has the possibility to book one cabin bag subject to sufficient availability. The conditions relating to this surcharge are available on the Transavia Website.

For any excess cabin bag(s) and/or hand luggage or extra luggage pieces which do not meet these conditions, you will have to pay a fee per piece and your luggage will be transported in the hold. The conditions relating to this surcharge are available on the Transavia Website.

Hold luggage
All hold luggage is subject to a surcharge. When booking your flight, you must indicate the number of pieces of luggage you will bring and the total weight of the luggage. A maximum amount of five pieces of luggage per passenger is allowed (max. 70 x 60 x 30 cm) and the maximum weight of the luggage (not including special luggage) per passenger is 50 kg. For specific routes a different maximum allowed weight of hold baggage (not being special baggage) may apply. Information about a different maximum allowed weight of hold baggage per passenger is listed on the Transavia Website. The maximum allowed weight per baggage item is 32 kg. For any excess hold luggage or hold luggage that does not meet these conditions, an additional fee may apply. The conditions relating to this surcharge are available on the Transavia website.

Special luggage
In addition to your regular hold and/or hand luggage, you can use of our special luggage scheme. Certain conditions apply to the transport of special luggage (such as bicycles, surfboards, golf equipment wheelchairs and pets), which can be found on the Transavia website. Any special luggage must be specifically registered during the booking process or via My Transavia up to two hours before departure (provided you have not checked in yet). For any excess special luggage or special luggage that does not meet the conditions, an additional fee may apply.

Pets

European regulations impose further conditions on the carriage of pets (dogs and cats) between EU Member States or incoming from outside the EU. These pets must: a) have a pet passport. This passport contains information about rabies vaccinations and other information about the health of the animal; and b) have an electronic identification system (transponder) or tattoo. A tattoo is only permitted if it is clearly legible, and it can be proven that the animal was tattooed before 3 July 2011. Please contact your vet for more information. Your vet can issue the passport and arrange for the required transponder. If you are unable to present a pet passport or if there is no electronic identification system or tattoo, we have no choice but to refuse your pet on our flight. In this case, Transavia is not liable for any losses or costs incurred by the passenger as a result. Transavia only transports dogs and cats that are at least three months of age. Pets are not allowed on all flights. On our website you will find a list of routes on which Transavia does not transport pets. We advise you to always inquire in advance which (local) regulations apply to taking your pet with you - both at the departure as well as at the arrival airport. Transavia is not liable for any damage if your pet is refused at the arrival airport because of non-compliance with the applicable regulations, including but not limited to those imposed by IATA and the requirements as described on the Transavia Website and/or in the email sent by Transavia. It is advised to pay particular attention to the requirements relating to the transportation of pets in a kennel. Snub-nosed dogs like pugs, boxers, bulldogs, Pekinese dogs and Persian cats can have difficulty breathing during the flight because of the high temperatures and stress. To ensure their well-being, most of these snub-nosed pets are therefore only transported in the cabin. When transporting pets in the cabin, the weight of the pet including the flexible pet carrier must not exceed eight kg.

Seats

Extra seat
An extra seat can be booked via the Transavia Service Centre to enjoy greater comfort, transport one musical instrument, wedding dress or other valuable object. The seat may only be booked if the object including any packaging does not exceed 110 x 44 x 55 cm (h x w x d) and weighs no more than 20 kg. Moreover, it should be packed in such a way as to avoid both damage to the object itself or to other luggage, and injury to passengers and cabin staff. Different requirements apply to the transport of cellos, which can be requested via our Service Centre.

The object must be placed on a seat next to the passenger who is transporting it, and it must always be placed on a seat next to the window. This seat may not be in the first row or in a row with an emergency exit.
If the cabin crew decides that the object cannot be secured properly in the seat, the Carrier has the right to refuse the object on board and to transport it as hold luggage. The Carrier is not liable for any damage to the object unless the Carrier has caused this damage due to deliberate recklessness or intent.

Conditions applying to seat reservations
It is possible to reserve a specific seat on most flights. Once a se.at reservation has been made, it can no longer be changed. Several conditions apply in connection with operational and safety regulations.

You may reserve certain seats if you:
- are fully immobile and need to be lifted into your seat on board the aircraft
- need oxygen on board (unless you are travelling with a portable oxygen concentrator (POC))
- are travelling with a pet or an assistant dog in the cabin
- are booking for unaccompanied children aged 5 to 11 years
- are blind and/or deaf

You may not reserve a seat next to the emergency exit if you:
- are travelling with children (aged 0 to 11 years)
- require a seat belt extender
- are pregnant
- are travelling with a portable oxygen concentrator (POC)
- are travelling on flights with a flight number that starts with 'HV' and if you do not speak Dutch or English (in connection with safety instructions)
- are travelling on flights with a flight number that starts with 'TO' and if you do not speak French or English (in connection with safety instructions)
- have health issues
- are booking for unaccompanied children aged 12 to 15 years
- have a fear of flying
- have an intellectual impairment
- have reserved an extra seat to transport a musical instrument, wedding dress or other item
- are unable to walk or unable to walk far (e.g. wheelchair users)

Transavia reserves the right to change your seat selection, either prior to travel or on board, for operational or safety reasons (other than the safety rules mentioned above). You are entitled to a refund of the costs for reserving your seat if it is not possible to reassign you to a seat of equal or better quality.

You will not be entitled to a refund if:
- you do not use your seat reservation through no fault but your own (this could include, but would not be limited to, checking in too late or not having valid travel documents)
- you cannot use of your seat reservation because you do not meet the conditions for making a seat reservation
- you have changed or cancelled your flight yourself

A refund request can be submitted in writing via the online form at www.transavia.com. This request should be accompanied by the email containing the booking confirmation of your flight on which your seat reservation is also indicated.

Children travelling alone

The following applies to children travelling alone, i.e. children unaccompanied by a person aged 16 or over:

- Children up to 4 years of age are not accepted on board travelling unaccompanied.
- Children aged 5 to 11 are allowed to travel unaccompanied. They must be registered with the Transavia Service Centre (see website for contact details). Transavia will make arrangements for the child to be escorted to and from the aircraft. The purser receives the unaccompanied child on board and will look after the child during the flight. Upon arrival, the purser will hand the child over to the Transavia handler at the destination. There must be someone of 16 years of age or older to collect the child at the destination airport, otherwise the child will be returned to the point of departure. The person collecting the child must report to the Transavia handler at the airport in question. The cost for this assistance is €50 per child per single flight.
- Children aged between 12 and 16 are allowed to travel unaccompanied and will not be escorted by Transavia personnel unless this service has been requested.
- Additional and/or different requirements apply to children with the Italian and/or Spanish nationality and for children with a foreign nationality travelling to and from Portugal, which can be found in article 7 of the Transavia Conditions of Carriage.

Passengers accompanying children under the age of 12 must be 16 years of age or older themselves.

Special requests

If you need special assistance (you require a wheelchair, you want to bring your own portable oxygen concentrator on board, etc), we advise you to inform us at least 48 hours before departure in My Transavia or via the Transavia Service Centre. If you inform us of your request less than 48 hours before departure we cannot guarantee our ability to meet your request.

Passengers travelling with a wheelchair

The measurements of your wheelchair must not exceed 113 x 121 x 85 cm. We also kindly ask you to check in on time (at least 2.5 hours before departure) at the airport so that we can prepare the wheelchair for your trip. Please note that additional conditions apply for the transportation of electric wheelchairs, which can be found on the Transavia website and/or in the email which you receive from Transavia when you request an electric wheelchair to be transported as hold luggage.

Before the flight

The carriage of passengers traveling with a wheelchair or in need of special assistance is subject to certain restrictions and Transavia must be notified of this when booking online or after booking online – in My Transavia or via the Service Centre – at least 48 hours before the departure of the flight. Please specify whether you can walk unaided, whether you are able to manage stairs or that you are unable to walk at all. This information will be used to ensure you receive proper assistance. We also ask these passengers to check in at the airport in good time (at least 2.5 hours prior to departure) so that there is sufficient time to prepare the wheelchair for travel. If you wish to travel with a wheelchair, with a wet battery or a mobility scooter, please contact the Transavia Service Centre for the associated conditions.

Service on board

Transavia's cabin crew is not authorised to assist passengers with eating or with personal hygiene. The same applies to lifting or carrying passengers and administering medicines or injections. If you need this kind of assistance, you should travel with a companion/assistant who can help you during the flight. The companion/assistant pays the normal fare.

Disruptions

Flight cancellations

Transavia reserves the right to cancel a Transavia flight at any time.

Changes to the timetable and/or flight schedule

Transavia reserves the right to make any change to the timetable and/or the flight schedule and times. We will make every effort to operate your flight according to the timetable and/or flight schedule.

Operation of flights

This flight will be operated by Transavia, unless indicated otherwise.

Operation by partners

Transavia reserves the right – after prior notice – to transfer the contract of carriage to another carrier that complies with European safety standards. In this case, the other carrier shall be responsible for the operation of the flight and the conditions of carriage of the other carrier shall apply.

General Conditions of Carriage

The Transavia General Conditions of Carriage apply to the carriage of passengers and luggage carried out by Transavia except where the above (fare) conditions explicitly deviate from them.

These conditions have been drawn up in Dutch, French and a number of other languages. In the event of a contradiction, if the booked flight is operated by Transavia Airlines C.V., the Dutch version applies and, if the booked flight is operated by Transavia France S.A.S., the French version applies.

Changes
Transavia may change the conditions from time to time. These changes enter into effect for you as the passenger from the date specified when the change is announced. We therefore recommend that you check the conditions periodically.

General Conditions of Carriage

The General Conditions of Carriage (‘**Conditions of Carriage’)** of Transavia Airlines C.V. and Transavia France S.A.S. (hereinafter jointly referred to as ‘**Transavia’)** apply to carriage of passengers and luggage carried out by or on behalf of Transavia except where the above (fare) conditions explicitly deviate from them.

These Conditions of Carriage are referenced in the relevant booking confirmation, among other things.

These Conditions of Carriage are available on the Transavia website and can be sent to you free of charge upon request.

These Conditions of Carriage have been drawn up in Dutch, French and a number of other languages. In the event of a contradiction, if the booked flight is operated by Transavia Airlines C.V., the Dutch version applies and, if the booked flight is operated by Transavia France S.A.S., the French version applies.

Changes
Transavia may change the Conditions of Carriage from time to time. These changes enter into effect for you as the passenger from the date specified when the change is announced. We therefore recommend that you check the conditions periodically.

We wish you pleasant flights with Transavia.

TRANSAVIA AIRLINES C.V.
(KVK 34069081)

Piet Guilonardweg 15
1117 EE Schiphol Airport
PO Box 7777
1118 ZM Schiphol Airport
The Netherlands

TRANSAVIA FRANCE S.A.S.
(492791306 RCS Créteil)

Immeuble Bélaïa
Coeur d’Orly
7 avenue de l’Union
94310 Orly
France

Article 1. Definitions

Agent
means both agent and sub-contractor.

Luggage
means both Registered Luggage and Unregistered Luggage, unless indicated otherwise.

Luggage identification label
is a document issued by the Carrier which is attached to a particular piece of Registered Luggage for the purpose of identifying that luggage.

Authorised agent
is a representative appointed by the Carrier to represent the Carrier in the sale of air transport services of the Carrier to Passengers and, if authorised, in the sale of services provided by other air carriers.

Gross Negligence
is any act or omission done recklessly and with knowledge that this could result in Damage.

Special Drawing Right or SDR
is a reserve asset established by the International Monetary Fund, known as the 'Special Drawing Right' or SDR.

Special declaration of interest
means the declaration issued by the Passenger on payment of a surcharge when handing over the Luggage to be checked in to the Carrier, indicating a value in excess of the liability limit under the Convention.

Booking confirmation
A Booking Confirmation, or similar document such as a ticket or boarding pass, is a document issued by or on behalf of the Carrier granting the right to Carriage, and to which the General Conditions of Carriage apply.

Charter ticket
is the Booking Confirmation issued based on a charter agreement.

Charter carriage
is Carriage by an 'actual Carrier' which, based on a charter agreement with the 'contractual Carrier' (charter company, tour operator and/or travel organisation), provides all or part of the Carriage. The contractual Carrier is the (legal) entity that concludes the Contract of Carriage with the Passenger.

Check-in deadline
means the latest time for each flight – set by the Carrier – by which the Passenger must have completed their check-in formalities, including checking in any Luggage.

Air carrier code
is the abbreviation identifying the air carrier, consisting of two or three letters.

Convention
includes, as appropriate, one of the following documents applicable to the contract of carriage:

a. the Convention for the Unification of certain rules relating to international carriage by air, concluded in Warsaw on 12 October 1929 (hereinafter referred to as the Warsaw Convention);
b. the Warsaw Convention as amended by the Hague Protocol of 28 September 1955;
c. the Convention Supplementary to the Warsaw Convention for the Unification of certain rules relating to international carriage by air performed by a person other than the contractual Carrier, Guadalajara 1961;
d. the Convention for the Unification of certain rules relating to international carriage by air, concluded in Montreal on 28 May 1999 (Montreal Convention);
e. the Warsaw Convention as amended by Montreal Protocols 1, 2 and 4 (1975).

Coupon
a Coupon may be part of the Booking Confirmation and it states the name of the Passenger travelling on the flight concerned – which is stated on the Coupon.

Days
means calendar days, although in the case of notifications, the day on which the notification was sent shall not count and the day on which the Booking Confirmation was issued, or the flight commenced, shall not count for the purposes of determining the expiry date of the Booking Confirmation.

Denied boarding compensation or DBC
is compensation offered to the Passenger according to the provisions in Article 18 of these Conditions of Carriage and EU regulation 261/2004.

European Union
insofar as Articles 10 and 18 of these Conditions of Carriage refer to the European Union, this also includes countries which are not part of the European Union, but where EU Regulation 261/2004 is directly or indirectly in force based on agreements between those countries and the European Union.

Registered luggage
is the luggage the carrier takes into custody for which the Carrier has issued a Luggage Identification Tag.

Denied Boarding
means a refusal to carry a Passenger on one of the Carrier's flights.

KLC
means KLM Cityhopper B.V., a private company incorporated under Dutch law, with registered office at (1117 CH), Stationsplein 102, Convair Building, Schiphol, The Netherlands and registered with the Chamber of Commerce in Amsterdam, The Netherlands, under registration number 34045458.

KLM
means Koninklijke Luchtvaart Maatschappij N.V., a public limited company incorporated under Dutch law, with registered office at (1182 GP) Amsterdamseweg 55 in Amstelveen, the Netherlands and registered with the Chamber of Commerce in Amsterdam, the Netherlands, under registration number 33014286.

Unregistered luggage
is all luggage, not being Registered Luggage, of the Passenger, including personal belongings.

Force majeure
is any circumstance beyond the Carrier's control that could not have been prevented despite all reasonable measures being taken, as a result of which the Passenger can no longer reasonably demand performance of the agreement by the Carrier. This includes situations of political instability (wars, riots, airport closures, embargos, seizure, hostilities, international unrest, government regulations), weather conditions incompatible with the operation of the flight concerned (floods, earthquakes, hurricanes, thick fog, severe storms, snow or black ice on runway), security risks (terrorist attacks, bomb alerts, hijacking, requisitioning of aircraft or seats on the flight by government order, fire or explosions, sabotage), unexpected issues of flight safety (such as technical defects, defective or non-functioning airport facilities through, for example, defective navigation systems, de-icing station, congested x-ray screening check points, breakdown in airport information systems), unexpected diversions/deviations due to illness or childbirth on board and/or unruly Passenger(s), epidemics, strikes that affect the Carrier's operations, a decision by air traffic controllers related to a specific aircraft on a specific day that results in a long delay or the cancellation of one or more flights by that aircraft.

Passenger
is any person, except for crew members, who is being or will be transported in an aircraft with the consent of the Carrier.

Passenger with reduced mobility
any person whose mobility in using Carriage is limited due to a physical disability, a learning disorder, age or any other cause of disability, and whose situation requires them to receive appropriate attention and an adjusted form of the services provided to all Passengers.

Place of destination
is the final destination as indicated on the Booking Confirmation.

Place of departure
is the first point of departure as indicated on the Booking Confirmation.

Reservation
is, at the Passenger's request, the allocation in advance by the Carrier of a seat on board designated by the Passenger for a Passenger or of space or weight capacity for luggage.

Damage
is Damage of whatever nature, arising from or in connection with the Carriage provided by the Carrier or other services relating to it, including death, injury and Damage due to delay or partial loss.

Fare conditions
are the regulations and terms and conditions applicable to a fare, as determined by the Carrier.

Transavia
refers to Transavia Airlines C.V. when the flights concerned have a flight number starting with 'HV' and Transavia France S.A.S. when the flights concerned have a flight number starting with 'TO'.

Carriage
is the Carriage of Passengers and/or Luggage by aircraft, whether free of charge or for a fee, including any related carriage services.

Carrier
includes Transavia and the air carrier, other than Transavia, which issues the Booking Confirmation and all air carriers that based on this Booking Confirmation, transport or undertake to transport the Passenger and/or their Luggage or undertake to provide other services relating to such Carriage.

KLM flight

includes all flights or parts of flights for which the KLM Designator Code ('KL') is indicated on the Booking Confirmation, or equivalent document such as a ticket or boarding pass, or on the Coupon and for which KLM or KLC is the actual carrier.

Article 2. Applicability

1. General

a. These conditions are the Transavia Conditions of Carriage which are referred to in the Booking Confirmation, amongst others. During the booking process, you have been able to familiarise yourself with and have accepted these conditions. The Conditions of Carriage apply to all Carriage of Passengers and Luggage, carried out by the Carrier for payment. Unless otherwise agreed, these Conditions of Carriage also apply to Carriage that is free of charge or at a reduced fare. These General Conditions of Carriage take precedence over the 'Terms and Conditions of the Agreement' on the Booking Confirmation. Carriage at special rates may also be subject to special conditions and/or Fare Conditions, which shall take precedence over these Conditions of Carriage in the event of a contradiction.
b. The Conditions of Carriage apply to Passengers travelling on a flight or a specified part of a flight, based on the Booking Confirmation on which Transavia is indicated as the Carrier on such flight or part of a flight. The designation of Transavia as the Carrier on a flight or indicated part of a flight constitutes proof of the contract of carriage for that flight or part of a flight between the Carrier and the person named as the Passenger on the Booking Confirmation.
c. These Conditions of Carriage have been drawn up in Dutch, French and a number of other languages. In the event of a contradiction, if the booked flight is operated by Transavia Airlines C.V., the Dutch version applies and, if the booked flight is operated by Transavia France S.A.S., the French version applies.

2. Mandatory law

The Carriage carried out by Transavia Airlines C.V. to which these Conditions of Carriage apply is governed by Dutch law. The Carriage carried out by Transavia France S.A.S. to which these Conditions of Carriage apply is governed by French law. If and insofar as it is established in law that any provision or part thereof in these Conditions conflicts with any statutory provision of a compelling nature, including a provision contained in the Convention or in any other treaties, applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, then such provision or the relevant part thereof shall be regarded as not agreed, on the understanding that the other provisions of these Conditions of Carriage shall remain in full force.

3. Effective regulations

All Carriage is subject to the Carrier's Conditions of Carriage and Fare Conditions in effect on the day of commencement of the Carriage as stated in the Booking Confirmation. The Carrier may change these conditions from time to time. These changes enter into effect for you as the passenger from the date specified when the change is announced. We therefore recommend that you check the conditions periodically.

Article 3. Booking confirmation

1. Booking confirmation as proof of the contract of carriage

The Booking Confirmation constitutes proof of the contract of carriage between the Carrier and the Passenger whose name is stated on the Booking Confirmation.

2. Conditions for valid booking confirmation

A Booking Confirmation is only issued after payment of the applicable fare. Passengers should be able to prove their identification and are only carried on a flight if a Booking Confirmation is issued in their name and they possess a boarding pass.

3. Booking confirmation is non-transferable

A booking confirmation is non-transferable. The Carrier shall only carry the person of whom it may assume in good faith that this is the person whose name is stated on the Booking Confirmation. The Carrier is not liable to the person entitled if the Carriage or the refund was provided in good faith to the person who presented the Booking Confirmation. The Carrier is entitled to require a Passenger to identify themselves with valid identification.

4. Expiry date

A Booking Confirmation that has been issued entitles the holder to Carriage on the date of the flight, unless agreed otherwise.

5. Abbreviations

The Carrier's name may be abbreviated on the Booking Confirmation.

Article 4. Fares, levies, taxes and surcharges

1. General

Fares relate exclusively to the Carriage from the airport of the Place of Departure to the airport of the Place of Destination. Fares do not include ground transfer between airports and between airports and check-in desks/terminals elsewhere. The Carrier may, however, at its own discretion, provide such transfers free of charge.

2. Applicable fares

The applicable fares are those published by or on behalf of the Carrier or, if not so published, calculated in accordance with the Carrier's Fare Conditions applicable on the date on which the Booking Confirmation is issued for the flight or

flights specified in the Booking Confirmation from the Place of Departure to the Place of Destination. Changes in the itinerary or travel date may affect the applicable fare.

3. Levies, taxes and surcharges
The Carrier retains the right to charge separately or to charge a surcharge (after receipt of the Booking Confirmation) to the Passenger any unforeseen levies, taxes, costs or surcharges imposed by the government, national or other authorities, by the airport or the Carrier.

4. Currency
To the extent permitted by applicable law, fares and surcharges may be paid in any currency acceptable to the Carrier. If payment is made in a currency other than that in which the fare is published in the country of payment, the exchange rate for such payment shall be the bank buying rate used by the Carrier in this respect on the day the Booking Confirmation is issued.

Article 5. Reservations

1. Reservation conditions
   a. Reservations are not confirmed until they are registered as 'accepted' in the reservation system of the Carrier or its Authorised Agent.
   b. Conditions can be attached to fares that limit or exclude the right of the Passenger to change or cancel Reservations.

2. Booking confirmation date of issue deadline
If a Passenger has not paid for their flight within the time limit specified by the Carrier or its Authorised Agent, the Carrier is entitled to cancel the Reservation without prior notice.

3. Personal data
To the extent permitted by applicable law, the Passenger authorises the Carrier to retain all personal data that has been provided to the Carrier or its Authorised Agent for the purpose of making a Reservation for Carriage, obtaining related services, guaranteeing the (flight) safety of other Passengers, crew members and the aircraft, investigating and preventing luggage and ticket fraud, and simplifying immigration and arrival requirements, as well as to provide this personal data to government authorities that are authorised to request such data. Furthermore, the Carrier is authorised to pass on such data for the above purposes to its own offices, its Authorised Agents, other Carriers, suppliers of related services, government authorities, irrespective of the country in which they are established or Carrier's sub-contractors. The Carrier has a privacy policy regarding the protection and processing of personal data. The privacy policy is available on the Carrier's website(www.transavia.com).
4. Seats
The Carrier will do everything in its power to honour any request made in advance for a particular seat, but it cannot guarantee the allocation of a given seat despite any confirmation of the reserved seat. The Carrier reserves the right to deviate from allocating a reserved seat if the Carrier considers this necessary for operational, safety or security reasons, even after Passengers have boarded the aircraft.

Article 6. Check-in

1. Check-in deadline
Check-in deadlines are specific to the airport concerned The Passenger is responsible for observing the applicable Check-in deadline. Passengers must be present at the Carrier's check-in desk in good time for their flight to complete all formalities, which must in any event be completed by the Passenger before the Check-in deadline specified by the Carrier. If the Passenger does not respect the Carrier's Check-in deadline, the Carrier has the right to refuse Carriage and the Passenger will not be entitled to any form of compensation, damages and/or a refund (except for all passenger taxes imposed by the airport and authorities that have been paid by the Passenger to Transavia).

2. Gate
Passengers must report at the gate of their flight before the specified boarding time. If the Passenger fails to report at the gate on time, the Carrier is entitled cancel the Passenger's Reservation and their booking and to refuse Carriage.

3. Liability
If the Passenger does not comply with the provisions in this article, the Carrier will not be liable for any loss, Damages or costs incurred by the Passenger as a result.

Article 7. Refusal and restriction of Carriage

1. Right to refuse Carriage
The Carrier may refuse Carriage of the Passenger and their Luggage or the continuation of the Carriage for reasons of order and safety, or if, in the reasonable judgment of Carrier, this measure is necessary:
   a. because the behaviour, age, mental or physical condition of the Passenger is, or reasonably appears to be, such that
      (i) special assistance is needed which the Carrier cannot provide;
      (ii) the Passenger causes inconvenience or is offensive to other Passengers;
      (iii) the Passenger could pose a danger or risk to themselves or to other Passengers, crew members, the aircraft or possessions;
   b. because the Passenger has failed to observe the reasonable instructions given by the Carrier to ensure safe, efficient and comfortable Carriage for all Passengers or impedes the Carrier from being able to comply with its obligations towards other Passengers;

c. because the Passenger has made comments or displayed such behaviour that doubts exist regarding the safe Carriage of this person, other Passengers, crew members as well as the safety of the aircraft. Such comments and/or behaviour include threatening, abusive or insulting language and/or behaviour towards ground staff and/or crew;
d. because the Passenger has refused to submit themselves or their Luggage to a security check carried out by the Carrier or an airport or government official, including - but not limited to - the checks referred to in Article 8(3) and Article 13, or because the Passenger has refused to present their identity document;
e. because the applicable fare or any surcharges, taxes, costs or levies due have not been paid, or because payment arrangements agreed between the Carrier and the Passenger have not been complied with;
f. because any customs or immigration authority or any other airport or government body has informed the Carrier, either verbally or in writing, that the Passenger is not permitted to travel. This also includes the situation that the Passenger has been given negative travel advice from the aforementioned authorities;
g. because, in the Carrier's reasonable opinion, this is necessary to comply with applicable laws, regulations or instructions of a state or country to be flown from, to or over.
h. because the Passenger:
   (i) does not appear to be in possession of the required travel documents;
   (ii) intends or may attempt to enter a country for which they do not possess a valid entry document;
   (iii) destroyed their travel documents during the flight;
   (iv) prevented the Carrier from making and retaining copies of the travel documents;
   (v) their travel documents have expired or are incomplete;
   (vi) their travel documents appear fraudulent or are otherwise suspicious; or
i. because the Booking Confirmation presented by the Passenger:
   (i) is found to be invalid;
   (ii) appears to have been obtained unlawfully or appears to have been purchased from anyone other than the Carrier or its Authorised Agent;
   (iii) has been reported as lost, stolen, fraudulent or otherwise obtained by suspicious and/or unlawful means;
   (iv) appears to be a counterfeit Booking Confirmation;
   (v) contains Coupons which appear to have been altered by someone other than the Carrier or its Authorised Agent, or which are damaged; or
j. the person presenting the Booking Confirmation cannot prove that they are the person whose name is stated on the Booking Confirmation, in which case the Carrier reserves the right to refuse to carry this person;
k. because the Passenger has endangered safety, good order and/or discipline prior to the flight or, in the case of connecting flights, has done so during the preceding flight and the Carrier has reason to suspect that behaviour of this kind could be repeated prior to or during the connecting flight;
l. because the Passenger has displayed behaviour as described in Article 11;
m. because the Passenger is or appears to be in illegal possession of drugs;
n. because the Passenger has committed one or more acts or omissions referred to in this article during an earlier flight;
o. the Passenger does not comply with the applicable regulations and the requirements as contained in this article 7.

2. Decision to restrict or refuse carriage by Transavia

If the Passenger has (seriously) endangered the safety, good order and/or discipline before or during a previous flight of, Transavia may, at its sole discretion, decide that the Passenger and their Luggage:
a. are only allowed on board Transavia flights under additional conditions for a period of three years; or
b. are refused on board Transavia Airlines C.V.'s for a period of, in principle, five years.

3. Aggravating circumstances

Regarding Article 7(2), Transavia Airlines C.V. may, in the case of aggravating circumstances (such as repeated misconduct), can in specific cases decide to refuse the carriage of the Passenger and their Luggage for more than five years. In very serious cases, the decision may be taken to permanently refuse the Passenger and their luggage.

4. Decision to refuse carriage by KLM and Transavia Airlines C.V.

If the Passenger has (seriously) endangered the safety, good order and/or discipline prior or during a KLM flight and, on that basis and at its discretion, KLM has decided to refuse the Passenger and their Luggage on board KLM flights for a period of, in principle, five years, or in the event of aggravating circumstances, longer or permanently refuse the passenger on board KLM flights, then Transavia Airlines C.V. may decide to refuse the Passenger and their Luggage on board Transavia Airlines C.V. flights for the same period.

5. Refund and Liability

a. The Passenger refused Carriage for one of the reasons stated in section 1 through 4 of this Article is not entitled to a refund as stated in Article 10 (except for airport taxes).
b. The Carrier is not obliged to do anything further in the said cases and is not liable in any way whatsoever.
c. In cases referred to in sections 1 (a) (iii), b, c, k, l, m, and n of this Article, sections 8 and 9 of Article 11 shall apply mutatis mutandis.

6. Medical conditions and unaccompanied children

Unaccompanied children, Passengers with reduced mobility, pregnant women, sick Passengers and other Passengers requiring special assistance will only be carried with the Carrier's prior consent. The Carrier reserves the right to request a medical certificate for certain medical conditions. More information can be found on the Carrier's website (www.transavia.com).

7. Requirements for unaccompanied children (under 14) holding the Italian citizenship and departing from Italy: Unaccompanied children below the age of 14 who are citizens of Italy and departing from an airport in Italy need to have an affidavit signed by both parents at the local police station and either need to be travelling with an escort or need to be travelling with the UMNR service.

8. Requirements for unaccompanied children (under 18) holding the Spanish citizenship and departing from Spain: Unaccompanied children below the age of 18 who are citizens of Spain and departing from an airport in Spain, need to have their own ID-card and an authorization document made up at the local police department and signed by one or both parents.

9. Requirements for foreign nationals (under 18) entering or exiting Portugal: Under the Portuguese Immigration law, foreign minors under 18 years of age entering or exiting Portugal must be in possession of an authorization letter of parental consent to travel, if travelling with adults other than their parent/s or legal guardians. The document must be signed and dated, with the signature(s) certified by a notary. The letter of parental consent to travel must include the dates and reason for travel and the details of an adult who will be responsible for the child.

Article 8. Luggage

1. Items unacceptable to be carried as Luggage
   a. The Passenger is prohibited from carrying in their Luggage:
      (i) items, liquids or other substances (other than alcoholic beverages and non-radioactive medicinal or toilet articles, including aerosols) that may pose a risk to health, safety or property when carried by air, such as, for example, explosives, compressed gases, corrosive, oxidising or radioactive materials, magnets, materials that are highly flammable, poisonous, perishable or irritating substances and all other items as described in the Technical Instructions for the Safe Transport of Dangerous Goods by Air of the International Civil Aviation Organization (ICAO) and the Dangerous Goods Regulations of the International Air Transport Association (IATA) (more information is available from the Carrier upon request);
      (ii) items, of which the Carriage is prohibited by legislation, regulations or regulations of any state to be flown from, to or over;
      (iii) items which, in the Carrier's opinion, are not suitable for carriage because of their weight, size, shape, smell or nature;
      (iv) live animals, except as provided for in the conditions in section 9 of this Article.
   b. Weapons, knives, stabbing tools and aerosols that can be used as offensive or defensive weapons or firearms, ammunition and other weapons such as antique weapons, swords, replica weapons and similar objects will not be accepted for Carriage, unless the Carriage is in the form of cargo or Registered Luggage and the Carrier has given prior consent.
   c. Conditions of Carriage: If the items referred to in sub-sections a and b of this section are carried, regardless of whether they are prohibited from being carried as Luggage, the Carriage thereof shall nevertheless be subject to the surcharges, liability limitations and other provisions of these Conditions of Carriage applicable to the Carriage of Luggage.

2. Right to refuse Luggage
   a. The Carrier may refuse the Carriage as Luggage of any item described in section 1 of this Article and may refuse further Carriage of Luggage if it is discovered that it contains or consists of any of those items. The Carrier may refuse the Carriage as Luggage in case the Luggage does not meet the requirements as specified on the Transavia Website. The Carrier is under no obligation to take refused Luggage and/or items into custody. If Luggage and/or items are taken into custody other than as Registered Luggage, the Carrier accepts no liability therefor, except in cases of wilful misconduct or gross negligence on the Carrier's part.
   b. The Carrier may refuse to accept Luggage if it is not carefully packed in locked suitcases or other suitable means of packaging which guarantee safe Carriage with normal handling.
   c. The Carrier may refuse to transport Luggage if the Passenger has not paid the excess luggage charge as specified in section 9 of this Article.

3. Right to search Luggage

The Carrier may request the Passenger allow themselves as well as allow their Luggage to be searched and/or themselves by means of an X-ray or a scan. In addition, the Carrier may search the Passenger's Luggage, or have this searched, irrespective of whether the Passenger is present, to determine whether the Luggage contains any of the items referred to in section 1 of this Article. The Carrier is also entitled to search the Luggage within the framework of tracing Luggage, for safety reasons and to ensure compliance with the conditions relating to Luggage. If the Passenger does not consent to such a request, the Carrier may refuse to carry the Passenger and/or their Luggage. The Carrier shall not be liable for Damage resulting from an X-ray or scan, except in case of wilful misconduct or gross negligence on the Carrier's part.

4. Registered luggage
   a. From the time that Luggage is handed over to Carrier for registration, the Carrier shall take custody of the Luggage. The Carrier will then issue a Luggage Identification Tag for each piece of Registered Luggage.
   b. The Carrier may refuse to accept Luggage as Registered Luggage if it is not carefully packed in locked suitcases or other suitable means of packaging which guarantee safe Carriage with normal handling. The Carrier is under no obligation to take refused Luggage and/or items into custody. If the Carrier takes custody of items and/or articles other than Luggage, the Carrier does not accept any liability for said items and/or articles.
   c. The Passenger will not carry the following in their Registered Luggage: fragile or perishable items, money, keys, jewellery, electronics and/or telecommunication equipment or applications, (precious) metals, bills of

exchange, commercial documents, samples, stocks, valuable objects, medicines, medical documents, passports and other forms of identification, computers, laptops, optic equipment, cameras or works of art.

d. Before Luggage will be accepted, the Passenger should affix their last name and initials in writing to the exterior of the Luggage. In the Passenger fails to comply with this, the Carrier may refuse Carriage of the Passenger and their Luggage.
e. The Carrier shall make every effort to carry Registered Luggage on the same aircraft as the Passenger. Registered luggage carried otherwise will subsequently be delivered to the Passenger as soon as possible, unless applicable law and/or airport or customs authorities' requirements require that the Passenger must collect the luggage concerned from the (customs) authorities themselves.
f. The Carrier is not liable for scratches, dents and other minor damage to suitcases or other pieces of luggage or for Damage to handles, wheels and belts and other protruding parts of suitcases or pieces of luggage, or Damage due to the decay of the contents of the Luggage, unless the Carrier has caused this Damage due to gross negligence or wilful misconduct.

5. Maximum amount of Luggage
   a. The maximum Luggage allowance per passenger is stated on the Booking Confirmation and must be respected at all times. More information is available on the website (www.transavia.com) or from the Carrier's Service Centre.
   b. The Carriage of special Luggage including bicycles, surfboards, wheelchairs and pets is subject to restrictions. A fare may apply for carrying them. More information is available on the website (www.transavia.com) or from the Carrier's Service Centre.

6. Declaration of higher value and surcharge
   a. Registered luggage will be considered to have been accepted without a declaration of higher value. However, by completing a 'Special Declaration of Interest', Passengers can declare a higher value for that Luggage, which may increase the liability limit for loss, damage or delay of Luggage. The Carrier will charge a supplementary charge for this. Such charges will be based on a rate which is determined by the additional costs of carriage and insurance for the Luggage concerned over and above the costs for Luggage valued at or below the liability limit. This rate will be provided to the Passenger upon request.
   b. The Carrier may refuse a Special Declaration of Interest if a Passenger does not comply with the time limit specified by the Carrier within which such a declaration must be issued. The Carrier may also impose an upper limit on the value stated in the declaration. In the event of Damage, the Carrier also reserves the right to prove that the amount indicated was higher than the actual interest of the Passenger at the time of delivery.

7. Unregistered luggage
   There are two types of unregistered luggage: hand luggage and cabin bags.
   a. Hand luggage that the Passenger carries in the cabin of the aircraft must fit and be placed under the seat in front of the passenger. The cabin bag must fit and can be placed in an enclosed luggage compartment in the cabin that is available for use by the Passenger. Unregistered luggage must also comply with the Carrier's further regulations. The Passenger must follow all instructions and directions given by the Carrier regarding the Luggage the Passenger takes in the cabin. The Carrier reserves the right not to admit certain Luggage into the cabin and to handle it as Registered Luggage.
   b. Luggage and items which the Passenger, considers unsuitable for carriage in the cargo hold (such as fragile musical instruments and the like) and which do not meet the provisions referred to in section a (such as size and weight) will only be accepted for Carriage in the cabin if the Carrier has been notified of this in advance and has given its permission. A separate fee may be charged for the Carriage of such items.
   c. Musical instruments will, in principle, be transported in the cargo hold. All musical instruments that (including protective cover) are no larger than 25 x 117 x 38 cm and weigh no more than 10 kg may be transported in the cabin. Musical instruments that meet this condition include, for example, a viola, violin, flute, clarinet, bugle or trumpet. Keep in mind that we only accept one item of hand luggage per passenger. In line with the Fare Conditions, an extra seat can be booked for a musical instrument.
   d. Further information on exact dimensions and weights of Unregistered Luggage is available on the Carrier's website (www.transavia.com) and from the Service Centre.

8. Collection and delivery of Luggage
   a. Luggage that the Passenger wants to transport as Registered Luggage should be presented to the Carrier by the Passenger in person.
   b. The Passenger is responsible for collecting their Luggage as soon as it is available at the Place of Destination. If the Passenger does not collect the Luggage within a reasonable time, the Carrier will be entitled to compensation for storage costs. If the Passenger fails to collect the Luggage within three months, the Carrier may dispose of the said Luggage without being liable in any way towards the Passenger. Subject to the provisions of local law, uncollected Luggage may be handed over to the competent authorities.
   c. Only the holder of the Luggage Identification Tag issued at the time the Luggage was registered is authorised to collect the Luggage.
   d. The receipt of Luggage by the holder of the Luggage Identification Tag without any complaint at the time of delivery shall in principle constitute proof that the Luggage has been delivered in good condition and according to the contract of carriage.

9. Additional Luggage fee
   In case of any excess Luggage (hold, cabin bag and/or hand luggage) or Luggage (hold, cabin bag and/or hand luggage) that does not meet the requirements as specified on the Transavia Website, in the tariff conditions and/or in the Transavia Conditions of Carriage, Transavia reserves the right to charge an additional fee (on the

airport) for the transportation of the Luggage. The conditions relating to this surcharge are available on the Transavia website.

10. Animals
    a. The Carriage of dogs and cats is subject to the Carrier's express prior consent. This permission requires, in any event, on the animals being presented in a cage which the Carrier considers adequate and accompanied by valid vaccination and health documents, entry permits, and other documents required for the country of entry. The animal must also have all the vaccinations required for the journey and the destination. The Carrier reserves the right to determine the method of transport and limit the number of animals on a flight.
    b. Animals trained to assist government officials, rescue teams or Passengers with reduced mobility and accompanying these officials, teams or Passengers will be carried free of charge, together with their cages and food, and in addition to the applicable Luggage allowance.
    c. Acceptance for Carriage of animals is subject to the condition that the Passenger assumes full responsibility for the animal and for the presence of the necessary permits and certificates. The Carrier is not liable for any injury, loss, delay, illness or death of the animal if it is not admitted to or allowed to pass through any country, state or territory, unless the Carrier has caused such Damage due to wilful misconduct or gross negligence. Passengers travelling with such animals are obliged to compensate all costs and Damage to the Carrier arising from such a situation.
    d. The Carrier is entitled at all times to impose additional conditions on the Carriage of animals at its own discretion. Always consult the Carrier's website for the most up-to-date conditions that apply.

Article 9. Flight schedule and replacements

1. Except in the case of wilful misconduct or gross negligence, the Carrier is not liable for errors and omissions in the flight schedule or any other published schedules or for incorrect statements by employees, Agents or representatives of the Carrier or an airport concerning the dates, departure or arrival times or operation of a flight. The communicated departure or arrival times serve only as information for the Passenger, from which no further rights may be derived.

2. The applicable flight schedule is the one that applies on the day of departure. The flight schedule could change after the Booking Confirmation has been issued. In this case, Passengers will be informed using the contact details provided at the time of booking. It is the Passenger's responsibility to provide the Carrier with their contact details through which they can be reached in the event of changes to the flight schedule(s). Nevertheless, Passengers should check with the Carrier, prior to the scheduled departure date, that the flight schedules as stated on their Booking Confirmation have not changed.

3. The Carrier is entitled to have a flight operated by another Carrier and/or with another aircraft and/or means of transport.

4. For Passengers departing from an airport located on the territory of one of the countries of the European Union, who have a valid Booking Confirmation for a flight operated by the Carrier and who have presented themselves in accordance with the Check-in Deadline indicated by the Carrier or another time indicated by the Carrier, its Authorised Agent or the Contractual Carrier, or if no time is indicated, no later than 45 minutes prior to the announced departure time, the special remedies will apply in the event of a cancellation or delay in accordance with EU Regulation 261/2004.

5. If, due to force majeure or for safety reasons, the aircraft has to divert to a location as close as possible to the location specified in the Booking Confirmation, while it is not expected that the flight can be resumed within a reasonable period of time, the flight shall be considered to have been completed.

Article 10. Refunds

1. General

If, by request of the Passenger or the Carrier itself, Carriage is not performed in accordance with the contract of carriage, the Carrier will, unless determined otherwise by the Carrier, refund the flight that was not taken, or a part thereof in agreement with the following sections of this article as well as the relevant Fare Conditions.

    a. Subject to the further provisions of this section, the Carrier is entitled to pay a refund to either the person stated on the Booking Confirmation or the person who paid for the flight. However, the Carrier reserves the right at all times to refund only to the person who originally paid for the flight.
    b. If a flight is paid for by a person other than the Passenger whose name is stated in the Booking Confirmation and the Carrier has indicated on the Booking Confirmation that a refund is subject to restrictions, the Carrier will only refund to the person paying for the flight, or on their instructions.
    c. A refund granted to a person referred to in subsections (a) or (b) of this section shall be considered a valid refund. The Carrier is then relieved of the liability to provide a refund and no other person is entitled to claim any further refund for the same flight.
    d. The Carrier reserves the right to require further proof from the Passenger that Passenger is actually entitled to a refund.

2. Refund for involuntary denial of Carriage

In the event, the Passenger is involuntarily denied Carriage, the Passenger can claim the rights according to the European Regulation (EC) nr. 261/2004. If the Passenger themselves denies Carriage (completely or partially), the applicable administration and cancellation costs will be charged according to the Fare Conditions.

3. Right to refuse refund

a. Unless a right to a refund exists under European Regulation (EC) No. 261/2004, the Carrier is entitled at all times to reject the request for a refund.
b. Any request for a refund must be made within the time limits in accordance with the applicable law.
c. The Carrier is entitled to refuse a refund of a f light for which the Booking Confirmation presented to the Carrier or the government officials of the country with the intention of leaving that country, unless it is established that the Passenger has permission to stay in that country or that they will depart via a different Carrier or means of transport.
d. A refund will be refused for Passengers who were refused Carriage pursuant to Article 7 subsections 1 through 4, except for all passenger-related taxes imposed by the airport and governments that you have paid to Transavia, which can be refunded at your request.

4. Currency
All refunds will be subject to the governmental laws, regulations, rules and guidelines of the country where the flight was originally purchased and the country where the refund is made. Subject to the above, refunds will normally be made in the currency in which the flight was paid for but may also be made in another currency.

5. Who issues the refund?
For Bookings Confirmations issued by the Carrier, only the Carrier will issue the refund.

Article 11. Behaviour on board the aircraft

1.
a. If the condition and/or behaviour of a Passenger on board the aircraft endangers or threatens to endanger one or more persons or property or the aircraft itself, if a Passenger obstructs the crew in the performance of their duties, fails to comply with the instructions of the crew for the purpose of ensuring the safety of the aircraft or the safe, efficient and comfortable Carriage of Passengers or behaves in such a way that other Passengers may reasonably object, then the Carrier can take the measures it considers necessary to prevent this behaviour from continuing, including physical restraint.
b. The captain is authorised to take the necessary measures to ensure the safety of the flight. The captain is also authorised to take reasonable measures, including restraint to ensure good order and discipline on board and to enable him to hand over persons who disturb the order on board or who threaten the safety of the flight to the competent authorities. The Passenger is obliged to follow the instructions given by or on behalf of the captain. The captain may report criminal offences, including failure to comply with instructions given by or on behalf of the captain.

2. For reasons of safety, the Carrier may restrict or prohibit the use on board of electronic equipment, including portable telephones, laptop computers, portable recorders, portable radios, CD players, electronic games, remote control toys, scanners, walkie-talkies and other equipment with an antenna, except hearing aids and cardiac pacemakers.

3. Passengers are prohibited from drinking alcoholic beverages they have brought on board. The Carrier may limit or stop the service of alcoholic beverages to the Passenger on board the aircraft.

4. It is prohibited to bring or use any kind of drugs on board. The captain may report this to the competent authorities.

5. Smoking (which includes smoking an electronic cigarette or other form of artificial smoking) is prohibited on board. Violation of this prohibition is a criminal offence, which the Carrier may report to the competent authorities.

6. It is not permitted to make videos or take photos on board the aircraft, except for photos and videos for personal use. Nor is it permitted to make videos or take photos of the crew on board the aircraft unless the crew member has consented in advance.

7. If a Passenger does not comply with the provisions of this article, the Carrier may take all necessary, appropriate and/or reasonable measures, with due observance of the laws and regulations, to prevent or terminate the continuation of that behaviour. These measures may include imposing restrictions on the freedom of movement and/or removing the Passenger from the aircraft, refusing the Passenger further carriage, imposing certain additional conditions on the further carriage of the Passenger and reporting the incident to the local authorities.

8. The Passenger is liable towards the Carrier for any Damage suffered by the Carrier, including any claims by third parties against the Carrier, resulting from non-compliance with the obligations of this article. The Carrier and crew are not liable for Damage suffered by the Passenger as a result of exercising the authority as described in this article.

9. If the Passenger's behaviour causes the Carrier to delay the aircraft and/or divert the aircraft to an unscheduled destination, the Passenger must pay the Carrier the costs incurred for the delay and/or diversion and all other Damage suffered by the Carrier as a result.

Article 12. Additional services provided by the Carrier

1. If, on entering the contract of carriage, the Carrier agrees to also arrange the provision of additional services (other than Carriage by air), the Carrier will only be liable towards the Passenger in relation to these services, insofar as the Carrier has been negligent in arranging the provision of these services.

2. As a rule, the Carrier does not maintain, operate or provide transfer services between airports or between airports and city centres. The Carrier is not liable for transfer services provided by third parties. In cases where the Carrier itself maintains and operates transfer services for its Passengers, these Conditions of Carriage will apply to said services. The Passenger will be charged the applicable surcharges for the use of these services provided by the Carrier itself.

3. Services offered on board
The selection on board, consisting of sandwiches, snacks and various (non-) alcoholic drinks, is offered against payment. It is not possible to request special meals in advance. Passengers are only allowed to consume alcoholic beverages purchased on board. The Carrier will make all reasonable efforts to provide the relevant selection of drinks, food, as well as films, etc. However, the Carrier will not be liable if the operations, safety or security prevent these provisions (or otherwise) being present or supplied, even if said provisions are confirmed at the time of the Reservation.

Article 13. Administrative formalities

1. General
The Passenger is personally responsible and liable for possessing all required (travel) documents, visas, permits and for complying with all statutory provisions (laws, guidelines, regulations, orders and travel requirements) of the countries to be flown from, over and to and for following the instructions of the Carrier in this regard. The Carrier is not liable for the consequences to any Passenger resulting from their failure to comply with the aforesaid obligations. No rights can be derived from any assistance or information provided by or on behalf of the Carrier.

2. Travel documents
   a. On request, the Passenger will present to the Carrier or its employees, Agents or representatives, documents such as a passport, all entry and exit documents, medical certificates and other documents required by the statutory provisions (laws, rules, regulations, orders or instructions) of the countries concerned, and the Passenger will permit the Carrier to make copies thereof or to otherwise copy the information contained in the relevant documents. The Carrier reserves the right to refuse the Carriage of any Passenger who does not comply with the applicable statutory provisions (laws, rules, regulations, orders and instructions) or whose documents do not appear to be in order, or of which the Carrier questions the validity, or who does not permit the Carrier to make copies or otherwise copy the information contained in the relevant documents.
   b. The Carrier is not liable for the consequences to a Passenger due to non-compliance with the obligations referred to in subsection a.

3. Refusal of entry
If a Passenger is refused entry to a country, the Passenger must pay all costs and/or fines that may be imposed on the Carrier by the local authorities. The Passenger must also pay the applicable fare if the Carrier, on government order, is required to transport the Passenger back to their Place of Departure or elsewhere. The fare the Carrier received for Carriage to the place where the Passenger is refused entry or from where the deportation takes place will not be refunded by the Carrier.

4. Passenger liability for fines, detention costs, etc.
If the Carrier is required to pay or make a down payment for a fine or deposit or incurs expenses because the Passenger has not complied with the statutory provisions (laws, regulations, orders and (travel) instructions) of the countries concerned or because the Passenger has not presented the required documents, the Passenger will reimburse the Carrier for all amounts paid and expenses incurred in this respect. For such expenses, the Carrier is entitled to use the money paid to Carrier for unused Carriage or other amounts paid by the Passenger that the Carrier has at its disposal. The Carrier may also refuse Carriage if the Passenger does not reimburse the amounts and expenses paid by the Carrier. The Carrier shall, on request, provide information to the best of its knowledge regarding government laws, guidelines, regulations or requirements which may result in the Carrier making the above payments. The Carrier shall not accept any liability in relation to such information provided.

5. Customs checks
   a. If required, the Passenger will be present during the inspection of their (delayed and/or un-delayed) Luggage by customs or other government officials and will give all requested cooperation. The Carrier is not liable towards the Passenger for Damage suffered by the Passenger through their failure to comply with these requirements.
   b. If the Carrier suffers Damage resulting from an act, omission or negligence on the part of the Passenger, including the failure to comply with the requirements of the section referred to above, or because the Passenger has prevented the Carrier from inspecting their Luggage, the Passenger shall indemnify the Carrier for this.

6. Security checks
Passengers must submit themselves to security and safety checks by governmental or airport authorities, as well as to any checks required by the Carrier.

7. For flights operated from and to Israel, the following applies:
We hereby inform you that Transavia is obliged by the Law on Powers of Collection and Analysis of Data Regarding Passengers Entering or Leaving Israel (hereby – The Law), to submit data that it has acquired in the course of the ticket reservation process, to the National Center for Passenger Data Analysis (hereby – The Center). That data may be used by the authorities enumerated in the Law for the purpose set in the Law: combating terrorism, securing air travel, combating serious crime, improving border control and protecting public health. Such data

shall be retained for the time periods set in the Law. You may find further information, including information regarding the protection of the data, as well as the full text of the Law, at the Center's website.

Article 14. Liability

1. General
   a. Carriage performed under these Conditions of Carriage is subject to the rules and limitations regarding liability as established in the Convention, even if the Carriage is international Carriage to which the Convention does not mandatorily apply.
   b. To the extent that the following provisions do not conflict with the other provisions in the Transavia Conditions of Carriage, and subject to the Convention, the following shall apply.
      (i) The Carrier's liability shall under no circumstances exceed the amount of proven Damage. The Carrier is not liable for any consequential Damage or any form of non-compensatory Damage.
      (ii) If the Carrier proves that the Damage was caused or contributed to by the negligence, unlawful act or omission of the person claiming compensation or the person from whom these rights were derived, the Carrier shall be exonerated, in whole or in part, from its liability to the claiming party insofar as that negligence, unlawful act or omission caused or contributed to the Damage. This provision shall apply to all the liability provisions in these conditions, including Article 14(2)(a).
      (iii) Subject to the provisions of this Article, the Carrier shall only be liable for Damage that occurs on its own flight. A Carrier issuing a Booking Confirmation or registering Luggage for the flights of another Carrier is only acting as an Agent of such a Carrier.
      (iv) The Carrier is not liable for Damage arising from compliance by the Carrier with laws or government regulations, orders or requirements, or from the Passenger's failure to comply with these rules.
      (v) Any exclusion or limitation of liability of the Carrier shall also apply to and be for the benefit of Agents, employees and representatives of the Carrier and the owner/lessor of the aircraft. The total amount of Damage which may be recovered from the Carrier and from such Agents, employees, representatives shall not exceed the amount of the Carrier's relevant liability limits.
      (vi) Unless expressly provided otherwise, no provision in these Conditions of Carriage may override any exclusion or liability limit of the Carrier under the Convention or applicable law.

2. Damages for personal injury or death
   a. The Carrier shall be liable for proven Damage suffered in the event of death or bodily injury of a Passenger, provided that the accident resulting in the death or injury took place on board the aircraft or during boarding or disembarking, as provided for in the Montreal Convention;
   b. In the event of liability pursuant to Article 14,(2)(a), the Carrier will not exclude or limit its liability for Damage up to 128,821 SDRs per Passenger. However, the Carrier will remain entitled to invoke Article 14(1)(c). On the other hand, the Carrier is not liable for Damage arising from the death or injury of the Passenger insofar as this exceeds 128,821 SDRs per Passenger, if the Carrier proves that:
   c. 1. The Damage was not the result of negligence or any other wrongful act or omission on the part of the Carrier or its employees or Agents; or
      2. The Damage was caused solely by the negligence or other wrongful act or omission of a third party.
   d. If a Passenger is carried whose age or mental or physical condition is such that it could constitute a threat or risk to themselves, the Carrier will not be liable for that person's illness, injury, or death or an aggravation of the illness or injury in question, provided that the Damage is attributable to the condition or aggravation thereof.
   e. With respect to a claim pursuant to Article 14,(2)(a), the Carrier will, without delay and in any event no later than 15 Days after the identity of the natural person entitled to compensation has been established, make an advance payment which must be sufficient to cover immediate economic needs, and which is in proportion to the damage suffered.
   f. Without prejudice to the provisions in Article 14(2)(d), an advance payment to the natural person entitled to damages in the event of death will not be less than the equivalent in EURO of 16,000 SDRs per Passenger.
   g. An advance payment cannot be considered as an acknowledgement of liability and can be deducted from any subsequent sums paid based on the Carrier's liability but cannot be reclaimed. However, recovery is possible in the cases referred to in Article 14(1)(c); or when the advance payment was wrongfully paid because the Passenger concerned caused, or contributed to the Damage through an unlawful act; or
   h. if they are not the person entitled to compensation.
   i. The Carrier reserves all rights of recourse and subrogation towards third parties.

3. Damage to Luggage
   a. The Carrier's liability with regards to destruction, loss or Damage of Registered and Unregistered Luggage is limited to 1,288 SDRs for each Passenger.
   b. The Passenger must prove the actual Damage. The Damage shall be determined based on the current market value at the time of loss of or damage to the Luggage.
   c. These liability limits do not apply:
      (i) if it is proven that the Damage resulted from an act or omission by the Carrier, its employees or Agents with the intention of causing Damage or acting recklessly and with the knowledge that Damage would probably result, provided that in the event of such an act or omission by an employee or Agent of the Carrier, it must also be proven that such person was acting in the performance of their tasks, and/or
      (ii) if, at the time that the Registered Luggage was handed over to the Carrier, the Passenger has made a Special Declaration of Interest in the delivery and has paid an additional amount for this - if necessary - in accordance with the provisions in Article 8(6). In that case, the Carrier will not be liable for more than the amount indicated, unless the Carrier can demonstrate that this indicated amount is greater than the actual interest of the Passenger at delivery.

d. The Carrier will not be liable if and to the extent that the Damage was the result of an inherent defect in the nature, quality or perishability of the Luggage. Any Passenger whose property causes Damage to another Passenger or their Luggage, or to the Carrier's property, will compensate the Carrier for all costs, losses and Damage incurred as a result thereof.
e. The Carrier will under no circumstances be liable for loss or damage to Luggage which it is prohibited to transport.
f. In the event of Damage to Luggage, the Passenger must, immediately upon arrival, complete a Property Irregularity Report (P.I.R.) or similar form used by the Carrier to submit the claim. All Passengers claiming Damage must be listed on the form. If such a form is not completed immediately upon arrival, the Damage will be considered not to have occurred during Carriage unless evidence to the contrary is provided.

4. Damage caused by delays
a. The Carrier's liability regarding Damage caused by a delay in the Carriage of Passengers is limited to 5,346 SDRs per Passenger.
b. The Carrier's liability regarding Damage caused by a delay in the Carriage of Luggage is limited to 1,288 SDRs per each Passenger. This limit is subject to Article 14(3).
c. Notwithstanding the provisions under a and b of the present section, the Carrier will not be liable for Damage caused by delay if the Carrier can prove that it, its employees and Agents have taken all measures that could reasonably be required of them to prevent the Damage, or that it was impossible for them to take such measures.

Article 15. Deadlines for complaints and legal action

1. Damage relating to Luggage
a. Regarding Damage to Luggage (other than Damage resulting from delay), a claim will only be admissible if the person entitled to delivery of the Luggage submits a complaint to the Carrier within seven Days from the day on which the Luggage was received. Regarding Damage arising from delay of Registered Luggage, a claim will only be admissible if the person entitled to delivery of the Registered Luggage submits a complaint to the Carrier within 21 Days of the day on which the Luggage was made available to the Passenger.
b. Any complaint must be submitted in writing to the Carrier immediately after the discovery of the Damage or delay, and no later than within the specified deadlines. See further Article 14(3)(e).

2. Any right to compensation will lapse if no action is taken within two years of the date of arrival at the destination, from the date on which the aircraft should have arrived or from the date on which the Carriage ended.

3. If the flight is operated by Transavia France S.A.S. and if the Passenger has submitted a complaint to the Carrier and has not received a satisfactory response within 60 days, the Passenger may contact the mediation of tourism and travel in France, whose contact details and attributions are available on the website: www.mtv.travel (only available in French).

4. Dissatisfied with how your complaint was handled? You can also submit your complaint to an arbitration committee through the Online Dispute Resolution platform at http://ec.europa.eu/consumers/odr/.

5. Flights departing from an airport in Spain
As of 2 June 2023, the Agencia Estatal de Seguridad Aérea of Spain (AESA) has been recognised as an Alternative Dispute Resolution entity in the air transport sector providing air transport users with an alternative option to resolve their disputes on the application of Regulations (EC) No 261/2004 of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/9; and (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air.
The scope of application of this new dispute resolution system is set out in Art.2 of Order TMA/201/2022 of 14 March (https://www.boe.es/eli/es/o/2022/03/14/tma201/dof/spa/pdf).
If you experience an incident covered by this Order, prior to the initiation of the alternative dispute resolution procedure, you must file a prior complaint, for which you can request a "prior complaint form" from the Transavia customer service departments and services, including Transavia's sales and customer service counters at airports or you can find our electronic complaints form on our website: https://www.transavia.com/en-nl/faq/contact/.
If the resolution of the complaint offered by the airline is not entirely satisfactory to the passenger or after the expiry of a period of one month from the date of the presentation of the complaint, the passenger may then appeal to the Agencia Estatal de Seguridad Aérea of Spain (AESA, https://www.seguridadaerea.gob.es/) for alternative dispute resolution for the protection of air transport users (Reg. (EC) 261/2004 and Reg. (EC) 1107/2006).
It is cause for inadmissibility of the claim before AESA its presentation once a period of one year has elapsed from the presentation.
The decision taken by AESA in alternative dispute resolution is binding on the airline.

Article 16. Modification and waiver

No (Authorised) Agent, employee or representative of the Carrier has the authority to alter, mitigate or set aside any provision of these Conditions of Carriage.

Article 17. Charter carriage

1. Charter carriage is performed pursuant to a charter agreement between the actual Carrier (Carrier) and the contractual Carrier (charter company, tour operator and/or travel organiser) and is subject to the charter agreement.

2. Charter tickets are not valid if the charter price, including any taxes, levies, surcharges, increases and the like have not been paid by the contractual Carrier or the payment arrangements made by the Carrier have not been met. In principle, charter tickets are non-refundable and non-endorsable. Refunds to the Passenger will only be made by the contractual Carrier.

3. Charter tickets are valid only for Carriage on the Days indicated on the Booking Confirmation. Subject to seat availability, changes in the departure or return date are possible, provided that the applicable fare has been paid. As stated on the Booking Confirmation, other conditions may also apply.

4. Charter tickets contain conditions that exclude and/or limit the Passenger's right to make, change and cancel Reservations.

5. The following articles of these Conditions of Carriage do not apply to Charter Carriage

Article 3	sections 1, 2 and 4;
Article 4	section 2;
Article 5	sections 1 and 2;
Article 10	

Article 18. Denied boarding compensation

1. Where there is an obligation to pay compensation for denied boarding in accordance with EU Regulation 261/2004, the Carrier will make reasonable efforts to firstly call up volunteers who are prepared to give up their Booking Confirmation in exchange for compensation to be agreed with the Carrier. In addition, the Carrier will consider the interests of Passengers who, for legitimate reasons, must be given boarding priority, such as unaccompanied minors, Passengers with reduced mobility and their companion/assistant. The Passengers concerned will - if requested by the Passengers - be provided with a written notice containing the rules that apply to the compensation and assistance to be provided.

2. Denied boarding compensation in accordance with EU Regulation 261/2004 will not be given by the Carrier if:
   a. Carriage is denied because a government has claimed all or part of the Passenger carriage capacity of the Carrier's aircraft;
   b. The Passenger has refused to undergo security screening or to comply with legitimate instructions given by or on behalf of the Carrier;
   c. There are other circumstances are which entitle the Carrier to refuse a Passenger for Carriage, according to applicable law or the Carrier's Conditions of Carriage for Passengers and Luggage;
   d. The Passenger is travelling free of charge or at a discount which is not available to the general public;
   e. The Passenger has registered the Boarding Confirmation as stolen, lost, fraudulent or otherwise suspect;
   f. The Passenger has not reported to the check-in and/or gate in time.

3. Voluntarily accepting compensation relieves the Carrier of any further liability relating to that Denied Boarding. However, if the Passenger has not voluntarily surrendered their seat, any further liability in connection with the Denied Boarding is limited to the redress available under applicable law.

4. Further details on DBC will be provided by the Carrier on request.

Visiting address:
Transavia Airlines C.V.
Piet Guilonardweg 15
1117 EE Schiphol Airport
The Netherlands

Postal address:
PO Box 7777
1118 ZM Schiphol Airport
The Netherlands

Visiting address:
Transavia France S.A.S.
Immeuble Bélaïa- Cœur d'Orly
7 avenue de l'Union
94310 Orly
France

Postal address:
Immeuble Bélaïa- Cœur d'Orly
7 avenue de l'Union
94310 Orly
France

April 2024