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').

Flight number starting with HV: your ticket will be issued and your flight will be operated by Transavia Airlines C.V. Flight number starting with TO: your ticket will be issued and your flight will be operated by Transavia France S.A.S. In some cases, a condition only applies to a flight which is operated by Transavia Airlines C.V. or by Transavia France S.A.S.. In such cases, the limited applicability of that condition shall be indicated.

Transavia Fare Conditions
(applicable to all Transavia flights)

Type of fare:
Transavia Restricted Fare

Child (2 to 11 years): No discount, standard ticket price

Baby (0 to 2 years)
A baby under the age of 2 years on the day of the flight can either travel on the lap of an accompanying adult or receive its own allocated seat. The following conditions apply:

Travel on an allocated seat: in order to allocate a seat to a baby it is necessary to purchase a separate ticket for the baby. The standard adult ticket price shall apply. It is required to bring an approved car seat. The requirements for the car seat can be found on the website (hyperlink).

Travel on the lap of an accompanying adult: The baby can only travel together with the accompanying adult and the baby shall not receive its own seat. It is not necessary to purchase a separate ticket. For administrative purposes we require you to add the baby's details to the booking of the accompanying adult.

Will you be flying with Transavia Airlines C.V. (flights operated with a flight number starting with 'HV'?
An administration fee shall apply, which can be found on the website.

Will you be flying with Transavia France S.A.S. (flights operated with a flight number starting with 'TO')?
A variable fare of €10 to €103 per one-way flight with Transavia France S.A.S, depending on the destination and the pre-tax price of the adult ticket.

If a child is 2 years old or older on the date of the flight, they must travel in their own seat, and the standard ticket price will apply.

Basic fare, Smart fare, Plus fare or Max fare
When booking your flight, you can choose between the Basic fare, Smart 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. For more information regarding hand luggage and/or a cabin bag, see also the section 'hand luggage and cabin bag';
- A set fixed number of Flying Blue Miles based on your Flying Blue Level per single flight:
    - Explorer: 100 Flying Blue Miles
    - Silver: 150 Flying Blue Miles
    - Gold: 175 Flying Blue Miles
    - Platinum: 200 Flying Blue Miles

- A fixed number of Flying Blue plus Experience Points (XP) based on destination or the flight distance per single flight:
    - Domestic flights: 2 XP
    - Flights up to 2000 miles: 2 XP
    - Flights from 2000 miles: 2 XP

Included in the Smart 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) and 1 cabin bag of max. 55 x 40 x 25 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 can be placed in the cabin. For more information regarding hand luggage and/or a cabin bag, see also the section 'hand luggage and cabin bag';
- You can select any available a 'standard' seat of your choice;
- The possibility to board in the first group;
- A fixed number of Flying Blue Miles based on your Flying Blue Level per single flight:
    - Explorer: 250 Miles
    - Silver: 375 Miles
    - Gold: 438 Miles

    - Platinum: 500 Miles
- A fixed number of Flying Blue Experience Points (XP) based on destination or the flight distance per single flight:
    - Domestic flights: 2 XP
    - Flights up to 2000 miles: 5 XP
    - Flights from 2000 miles: 8 XP

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. For more information regarding hand luggage and/or a cabin bag, see also the section 'hand luggage and cabin bag';
- 20 kg hold baggage;
- You can select any available 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;
- A fixed number of Flying Blue Miles based on your Flying Blue Level per single flight
    - Explorer: 250 Miles
    - Silver: 375 Miles
    - Gold: 438 Miles
    - Platinum: 500 Miles
- A fixed number of Flying Blue Experience Points (XP) based on your destination or the flight distance per single flight:
    - Domestic flights: 2 XP
    - Flights up to 2000 miles: 5 XP
    - Flights from 2000 miles: 8 XP

Included in the Max fare:
- Flight;
- 1 cabin bag of max. 55 x 40 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 can be placed in the cabin. For more information regarding hand luggage and/or a cabin bag, see also the section 'hand luggage and cabin bag';
- if available, you may use Fast Track Security;
- have the possibility to board in the first group;
- 30 kg hold baggage;
- You can select any available seat;
- 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;
- If available, you may request for a "Time change on your travel date" subject to the conditions set out in the section "Change your booking – Time change on your travel date";
- A fixed number of Flying Blue Miles based on your Flying Blue Level per single flight:
    - Explorer: 500 Miles
    - Silver: 750 Miles
    - Gold: 875 Miles
    - Platinum: 1000 Miles
- A fixed number of Flying Blue Experience Points (XP) based on your destination or the flight distance per single flight:
    - Domestic flights: 2 XP
    - Flights up to 2000 miles: 5 XP
    - Flights from 2000 miles: 8 XP

Changing your booking with Flex

If you have chosen the Basic fare, you may add Flex when making your booking. Additional services, such as Flex, can be purchased against payment. These fees are indicated on the Carrier's website. 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 will be charged an additional fee 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 will be charged an additional fee 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 your booking – Time change on your travel date

If you have selected the Max fare or if all passengers within a booking are Flying Blue member holding Ultimate status, you may change the time of your flight on the same calendar day of the initial flight, free of charge, subject to the following conditions and availability:

- Meet the above fare or status conditions at the time of your request;
- The new flight must have the same departure and destination airports as the original flight;
- The change may only be made for a flight on the same calendar day of the initial flight. Your departure time might be either earlier or later than the initial departure time.
- The request for the change shall be made up from thirty (30) hours to one (1) hour before the scheduled departure time of the original flight.
- Bookings made via DoHop, tour operators and/or group bookings are not entitled to this service.
- There is seat availability on the new selected flight. Flights that are fully booked can not be selected.
- You have not dropped any hold baggage yet;
- This 'time change on your travel date' service is not available for flights departing from Innsbruck, Oran, Antalya, Béjaïa, Tlemcen, Dubrovnik, Split and Tirana.

No change fee and/or fare difference will be charged for such change. The change shall apply to all passengers listed in the booking.

If you have added special baggage and/or services (like sports equipment, animals, unaccompanied minors) this may restrict the availability of flights once these quotas have been reached.

If you have already checked in for your initial flight, an accepted request to change the time of your departure on the same calendar day of your initial flight will automatically cancel the check-in of your initial flight. You will be rebooked from your initial flight to the new selected flight and you are thus not entitled to any refund or compensation. A new check-in must be completed for the new selected flight.

The request to change the time of your departure on the same calendar day of your initial flight may be made via My Transavia, via the Transavia mobile application or, where technically available, through the Customer Service Center or the Transavia check-in counter.

This service to request to change the time of your departure on the same calendar date of your initial flight does not constitute a guaranteed right to be rebooked on another flight at the same day. This service is subject to the conditions as set out above, operational constraints and seat availability.

Transavia reserves the right to suspend, restrict or modify this option at any time for operational, technical or safety reasons.

This service to request to change the time of your departure on the same calendar date of your initial flight constitutes a commercial courtesy granted by Transavia. It shall not be construed as a substantial contractual modification, nor as a vested or permanent right.

Access to Airport Lounge

Will you be flying with Transavia France S.A.S (flights operated with a flight number starting with 'TO') the following applies:

Passengers travelling on a Max Fare or holding a Flying Blue Platinum or Ultimate status may benefit from complimentary access to Transavia lounge at Paris-Orly airport (Terminal 2C) and partner lounges at selected airports including Nice, Marseille, Montpellier, and Toulouse, subject to the following conditions:

- Lounge access is granted only for flights operated by Transavia France S.A.S. with a flight number starting with "TO";
- The service is available exclusively for domestic flights within metropolitan France, including Corsica;
- Access is subject to the presentation of a valid boarding pass for the same-day flight and a valid eligible status at the time of access;
- Access may be subject to lounge capacity and availability;

Access to the Transavia lounge at Paris-Orly Airport (Terminal 2C) will be available from mid-May 2026.

Will you be flying with Transavia France S.A.S (flights operated with a flight number starting with 'TO') the following applies:

Passengers travelling on Basic, Smart and Plus fare or holding a Flying Blue Gold status may access the Transavia lounge at Paris-Orly airport (Terminal 2C) subject to the applicable entry fee as determined by Transavia France S.A.S.

Passengers travelling on Basic, Smart and Plus fare or holding a Flying Blue Gold status may also access partner lounges subject to the applicable entry fee set by the airport lounge partner.

Additional information is available on the Carrier's website.

Transavia reserves the right to modify, restrict, suspend or withdraw this service at any time for operational or commercial reasons.

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.

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.

If the booked flight is operated by Transavia Airlines C.V. (HV)
If you change the name more than 30 days before departure, you will be charged a change fee per person, per single flight, as indicated on the Carrier's website. If you change the name 30 days or less before departure, you will be charged a change fee per person, per single flight, as indicated on the Carrier's website. 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. Spelling errors will always be corrected free of charge.

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
If the booked flight is operated by Transavia Airlines C.V. (HV), we charge the following fee for changes:

- If you change the date, time or route of your flight more than 30 days before departure you will be charged a change fee per person, per single flight, as indicated on the Carrier's website. If you change the date or time of your flight 30 days or less before departure, you will be charged a change fee per person, per single flight, as indicated on the Carrier's website.
- 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 the booked flight is operated by Transavia France S.A.S. (TO), we charge the following fee for changes:

- If you change the date or time of your flight, you will be charged a change fee per person, per single flight, as indicated on the Carrier's website.
- If you change the route of your flight, you will be charged a change fee per person, per single flight, as indicated on the Carrier's website.
- 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.

Change passenger details
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.

If the booked flight is operated by Transavia Airlines C.V. (HV), we charge the following fee for the change of 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.
If you make a change in passenger data more than 30 days before departure, you will be charged a change fee per person, per single flight, as indicated on the Carrier's website. If you make a change in passenger data 30 days or less before departure, you will be charged a change fee per person, per single flight, as indicated on the Carrier's website. 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. Spelling errors will always be corrected free of charge.

If the booked flight is operated by Transavia France S.A.S. (TO), we charge the following fee for the change of 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, as indicated on the Carrier's website, applies per person, 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. Spelling errors will always be corrected free of charge.

Cancellations Transavia Airlines C.V. (HV)

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).

If the booked flight is operated by Transavia Airlines C.V. (HV) no refund is given as a result, except for all the passenger-related taxes imposed by the airport and governments that you have paid to Transavia, which can be refunded at your request up to a maximum of the ticket price paid. To refund taxes we charge a €20 administration fee per cancelled booking.

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. (HV), an option to resell the ticket may be offered for certain tickets via My Transavia. This option allows the passenger, in the event of voluntary cancellation, to request the resale of their ticket and receive a partial refund.
Access to this service depends in particular on the fare class of the ticket to be resold, the ticket's flexibility, and the relevant flight. Resale is subject to availability, and any refund is not guaranteed. In the event of a successful resale, Transavia Airlines C.V. will be entirely discharged from any obligation, claim, or liability towards the passenger arising from or in connection with the resold ticket. If the resale is unsuccessful, the passenger keeps their ticket and may request a refund of airport and government taxes paid to Transavia. Transavia assumes no obligation of result and does not provide any information after the resale.

Special offers Transavia France S.A.S. (TO)
Transavia France S.A.S. (TO) may issue special offers on temporary basis and on a limited number of seats.
These special offers will be tagged as "special offer" in the ticket price description displayed on the website.
These offers are in the form of discount voucher immediately deductible from the ticket price inclusive of all taxes, levies and surcharges.

The discount voucher is valid only if (i) the ticket is used by the passenger and if (ii) the passenger effectively travels. It will be automatically cancelled in case (i) the Passenger denies itself the Carriage or (ii) for the cases defined in Article 18.2 of the Conditions of Carriage.

Cancellations Transavia France S.A.S. (TO)
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). Cancellation may have consequences on special offers in the conditions set forth in the Transavia Fare Conditions.

No refund is given as a result, except to the extent provided by the law for the passenger-related taxes imposed by the airport and governments that you have paid to Transavia, which can be refunded at your request.

For the sake of clarity, in accordance with article 1347 & seq. of the French Civil Code, Transavia reserves the rights to compensate on a pro rata basis the amount of the taxes to be refunded as set forth above with any amount due by the Passenger to Transavia.

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

If the booked flight is operated by Transavia France S.A.S. (TO), an option to resell the ticket may be offered for certain tickets via My Transavia. This option allows the passenger, in the event of voluntary cancellation, to request the resale of their ticket and receive a partial refund.
Access to this service depends in particular on the fare class of the ticket to be resold, the ticket's flexibility, and the relevant flight. Resale is subject to availability, and any refund is not guaranteed. In the event of a successful resale, Transavia France S.A.S. will be entirely discharged from any obligation, claim, or liability towards the passenger arising from or in connection with the resold ticket. If the resale is unsuccessful, the passenger keeps their ticket and may

request a refund of airport and government taxes paid to Transavia. Transavia assumes no obligation of result and does not provide any information after the resale

Baggage

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 40 x 25 cm including handles and wheels) can be placed in the cabin. There is limited availability on the number of cabin bags that can be stored in the compartments above the seats which is dependent of the aircraft type. If you buy the Smart-fare or 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 baggage pieces which do not meet these conditions, you will have to pay a fee per piece and your baggage will be transported in the hold. The conditions relating to this surcharge are available on the Transavia Website.

Hold baggage

All hold baggage is subject to a surcharge. When booking your flight, you must indicate the number of pieces of baggage you will bring and the total weight of the baggage. A maximum amount of five pieces of baggage per passenger is allowed (max. 70 x 60 x 30 cm) and the maximum weight of the baggage (not including special baggage) 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 baggage or hold baggage that does not meet these conditions, an additional fee may apply. The conditions relating to this surcharge are available on the Transavia website.

Special baggage

In addition to your regular hold baggage and/or hand luggage, you can use of our special baggage scheme. Certain conditions apply to the transport of special baggage (such as bicycles, surfboards, golf equipment wheelchairs and pets), which can be found on the Transavia website. For any excess special baggage or special baggage 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. The additional conditions that apply to the carriage of pets are indicated on the Carrier's website.

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 baggage, 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 baggage. 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. Up to 30 hours prior to departure, you can change your seat through our Service Center, provided that a suitable seat is available. 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 on a flight operated by Transavia Airlines C.V. (HV flight number) is € 55 per child per single flight. The cost for this assistance on a flight operated by Transavia France S.A.S. (TO flight number) varies between € 55 and € 90,-- 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. The transportation of your wheelchair is subject to (weight) limitations. You should verify at the time of your booking such limitations by contacting Transavia Service Centre. 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 baggage.

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 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.

Assistance, Boarding and Disembarking
The provision of special assistance may require the passenger to be physically handled by one or more airport agents duly trained for such purpose, in compliance with applicable safety standards and with due regard for the passenger's dignity, including during assistance at the airport, boarding, seating in the aircraft cabin or disembarkation. By accepting these terms, the passenger requesting mobility assistance expressly acknowledges and consents to such handling.

Contribution to purchase of SAF (Sustainable Aviation Fuel) option
Under the SAF Contribution, you can choose to contribute to the purchase of SAF by Transavia. The SAF Contribution is a voluntary and entirely optional contribution, which complements the SAF contribution already included in the price of all flights operated by Transavia. All SAF contribution will be used exclusively for the future purchase of SAF within 12 (twelve) months following the flight(s) for which the SAF Contribution was subscribed, subject to product availability on the market. In case of unavailability of SAF on the market preventing Transavia from meeting the 12 (twelve) months deadline as mentioned above, this period will be extended until the end of the unavailability period, it being specified that in any case, the funds collected under the SAF Contribution cannot be used for any other purpose than the purchase of SAF2. You are
expressly informed, and accept, that there is no direct correlation between the SAFs purchased by Transavia thanks to your SAF Contribution and the amount of SAF actually allocated to the flight or flights on which you will be transported.

You may request a refund of the SAF Contribution by completing an online form at our Website, exclusively in case the flight ticket for which you had purchased an SAF Contribution is cancelled by Transavia.

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 baggage 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 baggage 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)

Scorpius 1
2132 LR Hoofddorp
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.

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

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

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 Baggage 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 Baggage.

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 baggage
is the baggage the carrier takes into custody for which the Carrier has issued a Baggage 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 baggage
is all baggage, not being Registered Baggage, 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 baggage.

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 Baggage 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 Baggage 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 Baggage, 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 will be entitled to charge the Passenger separately, or apply a surcharge (even after the Booking Confirmation), for any unforeseen levies, taxes, costs or surcharges imposed by governments, national or other authorities, airports, or the Carrier including those arising from regulatory changes or third-party measures beyond the

Carrier's control. If such charges increase after the purchase but before the departure date, the Passenger shall pay the difference from the original amounts. However, if the increase is substantial, the Passenger will have the right to terminate the contract and receive a full refund of all amounts paid, provided that the termination is communicated within seven (7) business days from the notification of the payment requirement. Similarly, if such levies, taxes or fees decrease or are eliminated, the Passenger shall be entitled to claim a refund of the corresponding amount.

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 baggage 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. In cases where the reserved seat cannot be guaranteed, the Passenger is entitled to claim the amount paid for this service

Article 6. At the airport

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. Recordings

It is not permitted to make videos or take photos of (ground) staff unless that person has consented in advance.

4. 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 Baggage 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 Baggage 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 the General Conditions of Carriage.

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 Airlines C.V., Transavia Airlines C.V. may, at its sole discretion, decide that the Passenger and their Baggage:

a. are only allowed on board Transavia Airlines C.V. 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.

If the Passenger has (seriously) endangered the safety, good order and/or discipline before or during a previous flight of Transavia France S.AS, Transavia France S.A.S. may, at its sole discretion, decide that the Passenger and their Baggage be barred for up to five years from travelling on flights operated by Transavia France.

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 Baggage for more than five years. In very serious cases, the decision may be taken to permanently refuse the Passenger and their baggage.

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 Baggage 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 Baggage 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. Baggage

1. Items unacceptable to be carried as Baggage
   a. The Passenger is prohibited from carrying in their Baggage:
      (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 Baggage 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 Baggage, 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 Baggage.

2. Right to refuse Baggage
   a. The Carrier may refuse the Carriage as Baggage of any item described in section 1 of this Article and may refuse further Carriage of Baggage if it is discovered that it contains or consists of any of those items. The Carrier may refuse the Carriage as Baggage in case the Baggage does not meet the requirements as specified on the Transavia Website. The Carrier is under no obligation to take refused Baggage and/or items into custody. If Baggage and/or items are taken into custody other than as Registered Baggage, 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 Baggage 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 Baggage if the Passenger has not paid the excess baggage charge as specified in section 9 of this Article.

3. Right to Baggage Inspection
For security reasons, the Carrier reserves the right to request the competent authorities to inspect the Passenger's Baggage to ensure compliance with the applicable regulations and to verify whether it contains any of the prohibited objects mentioned in paragraph 1 of this article. In addition, the Carrier may request the Passenger's consent to submit to personal searches and to allow his or her Baggage to be examined by X-ray, scanners or other authorised inspection methods. In the event that the Passenger refuses to comply with these procedures, the Carrier may refuse to carry the Passenger and/or his or her Baggage, without prejudice to any rights he or she may have under applicable law. The Carrier shall not be liable for any damage caused to Baggage inspected by third parties.

4. Registered baggage
   a. From the time that Baggage is handed over to Carrier for registration, the Carrier shall take custody of the Baggage. The Carrier will then issue a Baggage Identification Tag for each piece of Registered Baggage.
   b. The Carrier may refuse to accept Baggage as Registered Baggage 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 Baggage and/or items into custody. If the Carrier takes custody

of items and/or articles other than Baggage, the Carrier does not accept any liability for said items and/or articles.

c. The Passenger will not carry the following in their Registered Baggage: 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, all types of electronic cigarettes (including, but not limited to, e-cigarettes, e-cigars, e-pipes, e-hookahs, personal vaporizers, electronic nicotine delivery systems, automatically activated devices and vaping devices).

d. Before Baggage will be accepted, the Passenger should affix their last name and initials in writing to the exterior of the Baggage. In the Passenger fails to comply with this, the Carrier may refuse Carriage of the Passenger and their Baggage.

e. The Carrier shall make every effort to carry Registered Baggage on the same aircraft as the Passenger. Due to security or operations reasons it might be possible that your Registered Baggage will not carried on the same flight as the Passenger. Registered baggage 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 baggage 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 baggage or for Damage to handles, wheels and belts and other protruding parts of suitcases or pieces of baggage, or Damage due to the decay of the contents of the Baggage, unless the Carrier has caused this Damage due to gross negligence or wilful misconduct.

5. Maximum amount of Baggage

a. The maximum Baggage 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 Baggage 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 baggage 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 Baggage, which may increase the liability limit for loss, damage or delay of Baggage. 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 Baggage concerned over and above the costs for Baggage 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 baggage

There are two types of unregistered baggage: 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 baggage compartment in the cabin that is available for use by the Passenger. Unregistered baggage must also comply with the Carrier's further regulations. The Passenger must follow all instructions and directions given by the Carrier regarding the Baggage the Passenger takes in the cabin. The Carrier reserves the right not to admit certain Baggage into the cabin and to handle it as Registered Baggage.

b. Baggage 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. Electronic cigarettes are permitted in the cabin only if any accidental activation is prevented. Automatically activated devices must be capable of being fully deactivated by means of a switch, locking mechanism or equivalent device. They must remain switched off on board; their use and charging are prohibited. Damaged, leaking or abnormally hot devices are not permitted.

d. Musical instruments will, in principle, be transported in the cargo hold. Musical instruments that are no larger than 25 x 117 x 38 cm (including protective cover) and weigh no more than 10 kg may be transported in the cabin, subject to available space in the cabin and the compartments above the seats. We highly recommend you to contact beforehand the Transavia Service Center should you consider to transport music instruments 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.

e. Further information on exact dimensions and weights of Unregistered Baggage is available on the Carrier's website (www.transavia.com) and from the Service Centre.

8. Collection and delivery of Baggage

a. Baggage that the Passenger wants to transport as Registered Baggage should be presented to the Carrier by the Passenger in person.

b. The Passenger is responsible for collecting their Baggage as soon as it is available at the Place of Destination. If the Passenger does not collect the Baggage within a reasonable time, the Carrier will be entitled to compensation for storage costs. If the Passenger fails to collect the Baggage within three months, the Carrier may dispose of the said Baggage without being liable in any way towards the Passenger. Subject to the provisions of local law, uncollected Baggage may be handed over to the competent authorities.

c. Only the holder of the Baggage Identification Tag issued at the time the Baggage was registered is authorised to collect the Baggage.
d. The receipt of Baggage by the holder of the Baggage Identification Tag without any complaint at the time of delivery shall in principle constitute proof that the Baggage has been delivered in good condition and according to the contract of carriage.

9. Additional Baggage fee
In case of any excess Baggage (hold-, cabin baggage, bag and/or hand luggage) or Baggage (hold-, cabin baggage, 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 Baggage. The conditions relating to this surcharge are available on the 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 Baggage allowance and under the conditions related to the Carriage of animals as indicated on the Carrier's website.
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. The Carrier shall not be liable for any errors or omissions in the flight schedule or other published schedules provided by third parties beyond the Carrier's control, particularly with respect to flight dates, departure or arrival times, or flight operations.

2. The applicable flight schedule is the scheduled departure time on the departure date. This schedule may be subject to changes after the Booking Confirmation is issued. If this occurs, the Passenger would be notified using the contact details provided at the time of booking, which remains the Passenger's responsibility. The foregoing shall be without prejudice to any rights the passenger may have under Regulation (EC) No. 261/2004.

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, automatically activated e-cigarettes, walkie-talkies and other equipment with an antenna, except hearing aids and cardiac pacemakers.

3. For safety reasons, the flight crew may restrict the consumption and purchase of any alcoholic 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. It is prohibited for passengers to store mobile phones, power banks and e-cigarettes in the overhead compartments. These devices must be kept exclusively in the hand luggage under the seat, in the seat pocket or on a person. It is prohibited for passengers to use personal power banks on board of the aircraft to charge devices. It is prohibited for passengers to charge power banks on board of the aircraft (using the in-seat power supply system). Auto-draw electronic e-cigarettes are prohibited on board of Transavia aircraft.

8. 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.

9. 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.

10. 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) Baggage 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 Baggage, 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 Baggage 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 151,880 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 151,880 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 Baggage
   a. The Carrier's liability with regards to destruction, loss or Damage of Registered and Unregistered Baggage is limited to 1,519 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 Baggage.
   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 Baggage 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 Baggage. Any Passenger whose property causes Damage to another Passenger or their Baggage, 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 Baggage which it is prohibited to transport.
f. In the event of Damage to Baggage, 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 6,303 SDRs per Passenger.
   b. The Carrier's liability regarding Damage caused by a delay in the Carriage of Baggage is limited to 1,519 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 Baggage
   a. Regarding Damage to Baggage (other than Damage resulting from delay), a claim will only be admissible if the person entitled to delivery of the Baggage submits a complaint to the Carrier within seven Days from the day on which the Baggage was received. Regarding Damage arising from delay of Registered Baggage, a claim will only be admissible if the person entitled to delivery of the Registered Baggage submits a complaint to the Carrier within 21 Days of the day on which the Baggage 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. 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 Baggage;
   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.
Scorpius 1
2132 LR Hoofddorp
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
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