

**General Terms of Business and Carriage  
of Condor Flugdienst GmbH  
for flights to / from Canada  
(Condor GTBC / CA)**

**Version dated March 1<sup>st</sup>, 2023**





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## § 1 SCOPE

These General Terms and Conditions of Business and Carriage (Condor GTBC / CA) apply to air transport contracts concluded between you and Condor, irrespective of whether the individual flights are operated under a Condor flight number (Carrier-Code DE) and / or under the flight number of another airline.

## § 2 PAYMENT AND TOTAL FARE

### 2.1 Payment

2.1.1 The total fares confirmed with the booking are only valid for the carriage of the person(s) named in the booking confirmation from the designated departure to the destination on the above-mentioned flight times. Total fare means the fare plus taxes and fees and, if booking at a travel agency, may also include a service charge. The fare is the price of the carriage excluding the service charge, taxes, fees or other duties or levies specific to air travel.

2.1.2 Payment of the total fare can generally be made by credit card (MasterCard, VISA, American Express, JCB, Discover, Diners Club International, UATP), or by bank transfer as well as, when booking via our website or our app, by online transfer (giropay, eps, iDEAL) or PayPal. Condor reserves the right, however, to exclude some payment methods for certain distribution channels as well as for bookings on individual flight routes. Customers are not entitled to be allowed to use a particular payment method; cash payments are excluded. Bank transfers originating from foreign countries (the customer's account is located outside Germany) are only permitted if all related fees are paid by the customer (transferring party) and the transfer is ordered in the EUR; otherwise, i.e., in the case of non-compliance, Condor is entitled to invoice the customer for the costs incurred and/or for any exchange rate differences. The "bank transfer" payment method may only be used for flights booked 14 (fourteen) days or more before the departure date.

### 2.2 Due date / Partial payments not permitted / Settlement of payment

2.2.1 Payment is due in full at the time the booking is made. You are not entitled to make partial payments. Any partial payments you remit will be rejected. Any credit balances on your side which may arise from such a rejection will first be offset against any claims for receivables asserted by Condor, and then any remaining balance will subsequently be paid out. Any partial payments you make on an existing receivable due will first be applied to the oldest receivable. A payment which is not sufficient to settle a receivable in full will be first applied against interest and then against the total fare.

2.2.2 Your credit card will be charged with the amount of the fare immediately after the



booking has been completed, and, at the same time, the carriage documents will be sent. If you have selected to remit payment via the “bank transfer” payment method, the total amount of the airfare must be transferred immediately, and the payment must be received by Condor no later than within 5 (five) days after the date of booking.

### **2.3 Consequences of default of payment: Termination of contract by Condor / cancellation fees**

2.3.1 If the total amount of the airfare is not paid in full within 5 (five) days, Condor is entitled to terminate the contract of carriage immediately and to cancel the booking as well as to demand compensation for loss or damages in accordance with the cancellation terms for the selected rate/fare as specified in Sections 5.3 of the GTBCs, if

- a) Condor sent you payment reminders, i.e., demanded payment, after the due date and prior to the cancellation, but did not receive the payment. The commencement of an action and a petition for a court order to pay shall be deemed to have the same effect as a payment reminder.
- b) a calendar date was specified for the payment in the contract of carriage and the payment was not paid in full by that date. In this case, Condor is not required to send a payment reminder;
- c) the contract of carriage stipulates that the payment has to be remitted after an event specified in the contract and for a reasonable period of time thereafter, so that the date of the payment can be calculated, starting from the event, according to the calendar, and the payment was not paid in full by that date. In this case, Condor is not required to send a payment reminder;
- d) if you have seriously and definitively refused to remit the payment. Such a refusal to pay made be stated expressly by means of a corresponding declaration from you to Condor or to a third-party via which you made the booking (e.g., your travel agency) or may be implied, for example by non-payment of the credit card charge or the like. In the event of such a refusal to pay, it is irrelevant whether the non-payment is attributed to your express intent or due to the fact that you failed to ensure there were sufficient funds in your credit card account. In this case, Condor is not required to send a payment reminder;
- e) if, taking the mutual interests of both parties into consideration, immediate commencement of the default is justified. This is particularly deemed to be the case if the flight departure is imminent and thus it is no longer possible to specify a payment deadline prior to the departure. In this case, a payment reminder is not required, and Condor is entitled to terminate the contract with immediate effect, as



well as refuse carriage and demand compensation for loss or damages.

2.3.2 The right of termination does not exist if you provide evidence that Condor is solely or to a great extent responsible for the non-payment or delayed payment.

2.3.3 After the cancellation has been made, there is no more duty to transport the passenger and a cancellation fee must be paid pursuant the Condor cancellation terms or terms and condition for rates and fares in accordance with § 5.

2.3.4 You are entitled to prove that in this specific case, Condor has incurred loss or damages less than the amount of the agreed-on cancellation fees or has not incurred any loss or damages at all. Insofar as you provide proof of this, only the lower amount of the loss or damages shall be reimbursed.

## **2.4 Consequences of default: Default interest**

2.4.1 In cases of non-payment or late payment (default of payment), Condor is entitled to charge default interest. In the case of a chargeback due to incorrect information provided by you or insufficient funds, Condor is entitled to assess a flat fee for the chargeback.

2.4.2 In the case of a chargeback for credit card payments, the flat fee is 15 Euro per booking; in the case of a chargeback at the ticket counter the flat fee is 30 Euro. Likewise, in the event of a chargeback for credit card payments, including chargeback for credit card payments relating to a payment made aboard our aircraft (in-flight shopping), Condor is entitled to charge a flat fee of 15 Euro for the chargeback. You are entitled to prove that in this specific case, Condor has incurred loss or damages less than the amount of the flat fee for the chargeback or the flat fee for a chargeback for the payment made at the ticket counter, or even that Condor incurred no loss or damages at all. Insofar as you provide proof of this, only the lower amount of the loss or damages shall be reimbursed.

2.4.3 In the event of a chargeback of a SEPA core direct debit authorization due to insufficient funds (in-flight shopping), Condor is entitled to debit the resulting outstanding amount due, including the aforementioned chargeback fee, from your account again, as per the SEPA core direct debit authorization. Therefore, the SEPA core direct debit mandate provided by you also extends to claims arising from chargebacks due to insufficient funds and any claims for compensation for loss or damages. Condor is entitled to commission a third party to process the SEPA core direct debit.

## **2.5 Fare; Changes to the total fare**

2.5.1 The services and total fares confirmed at the time of booking apply. Following the conclusion of the contract, changes to the total fare shall be permitted until the 21st day



prior to the agreed-on flight date in the event of a change to or introduction of taxes and fees or other duties or levies specific to air travel (e.g. airport fees, airport premiums, special charges or other levies or duties specific to air travel for certain services) and of charges specific to air travel or costs of emission certificates, to the extent that there are more than 4 (four) months between the conclusion of the contract and the agreed-on flight date. Condor will promptly inform you about any such change once Condor becomes aware of it and if the change was not under Condor's control at the time the contract was concluded.

- 2.5.2 In the event that the taxes and fees and other duties and levies specific to air travel specified under point 2.5.1 are increased or decreased in relation to a seat, the subsequent additional or lesser charge shall be settled by passing the difference on to the passenger. In other cases, the additional or reduced costs shall be divided by the number of seats in the aircraft. Condor will then charge or credit you for the resultant amount calculated for the individual seat. In the event of price increases of more than 5% of the total airfare that occur after the conclusion of the contract, you shall be entitled to withdraw from the contract without incurring any costs as a result.

### **§ 3 SEAT RESERVATION AND RESERVATION OF SPECIAL SERVICES**

#### **3.1 Seat reservation**

- 3.1.1 Seats can be reserved up until 48 hours prior to departure subject to availability. Fees for seat reservations may no longer be refunded once the first flight has departed. Changes to seat reservations may be made up until 48 hours before departure subject to availability. If changing to a higher-priced seat, the price difference shall be payable upon making the change.

- 3.1.2 We must draw your attention to the fact safety regulations imposed by the authorities stipulate that the following groups of persons may not sit in the emergency exit row (XL seats):

- a) Babies and children under the age of 14 years;
- b) Expectant mothers;
- c) Persons, who are not able to speak German and/or English;
- d) Persons taking animals with them in the cabin;
- e) Persons with physical and/or mental impairments;
- f) Persons with restricted mobility due to their size, health, or age.

- 3.1.3 By reserving a seat adjacent to one of the emergency exits, you warrant that the above-



mentioned criteria do not apply to you or persons booked by you. Moreover, you must be prepared to assist the on-board staff in an emergency. This requires that you can follow the crew's instructions given in German or in English. Should this not be the case, Condor is entitled to assign another seat to the person concerned without entitling him or her to reimbursement of the seat reservation charge paid. Should it prove impossible to assign an alternate seat to the person concerned, having exhausted all available options Condor is entitled to refuse carriage.

- 3.1.4 Children aged 2-11 you pay the adult fare for a seat reservation.
- 3.1.5 We advise you to make your seat reservations in good time, no later than 48 hours prior to departure. The reservation can also be made with us after you have booked or when booking package tour.
- 3.1.6 For Condor Business Class and Economy Best customers, the seat reservation, if available, is included in the fare at no extra charge.
- 3.1.7 Unfortunately, your seat reservation will not be considered when there is a change of aircraft type. For a refund of the fee paid, please contact the Service Centre.

### **3.2 additional free seat ("Extra Seat")**

- 3.2.1 During Online Check-In and at the airport, Economy Class passengers can book an additional seat next to them subject to availability.
- 3.2.2 The additional free seat must be directly located next to your booked seat in the same row, even across the aisle, and cannot be in front or behind you. Additional free seats can be reserved for individual participants in a booking regardless of the fare booked and are available for adults, children and infants (under the age of 2 years). It is not possible to book an additional free seat in the emergency exit rows (XL seats).
- 3.2.3 In the event of a change of aircraft at short notice due to operational reasons, the Extra Seat cannot always be guaranteed. For a refund of the fee paid, please contact the Service Centre.

### **3.3 Reservation of special services**

You can book numerous other special services with Condor such as the carriage of sports equipment and special baggage, and premium and special meals, subject to availability. Reserved special services may be changed or cancelled free of charge up until 48 hours before departure. If changing to a higher-priced special service, the price difference shall be payable immediately upon making the change. Special services may not be changed or cancelled free of charge less than 48 hours before departure of the first flight.



## § 4 TICKET

Condor renders the agreed carriage service only on behalf of the passenger named in the booking confirmation, ticket or other carriage document; the passenger must verify his or her identity by way of a valid ID document. The passenger's first name and surname must match. Carriage documents are non-transferable. If you are not travelling with an electronic ticket, you have an entitlement to carriage only upon presentation of a valid carriage document issued in the name of the passenger in conjunction with a valid ID document. When booking, please ensure that your name and that of any persons travelling with you fully correspond with those shown in the relevant ID documents you carry with you.

## § 5 REGULATIONS ON NO-SHOWS, CANCELLATIONS, REBOOKING, NAME CHANGES, SUBSTITUTE TRAVELER

### 5.1 General

- 5.1.1 The refundability of total fares and the associated cancellation and/or rebooking charges in the case of a no-show, cancellation or rebooking as well as name change or naming a substitute traveler depends fundamentally on the booked tariff, the timespan between the changes being declared and the departure of the flight as well as the zone in which the flight operates.
- 5.1.2 The customer always has the option of rebooking or cancelling and making a new booking. Before you proceed with rebooking or cancelling and making a new booking, please ensure you know which option is better for you in the individual instance.
- 5.1.3 The flights are divided into different zones. This classification is based on the destination area specified in the booking confirmation or in the ticket, in which a flight begins and / or to which a flight leads:

Zone 1	Domestic German flights, Balearic Islands, Spanish mainland, Bulgaria, Croatia, Italy, Portugal (excluding Madeira), France (excluding overseas territories)
Zone 2	Canary Islands, Madeira, Turkey, Greece, Cyprus, Egypt, Morocco, Tunisia, Gambia
Zone 3	Eastern Africa (including Zanzibar), United Arab Emirates, Asia, Central and South America, Caribbean (except for Puerto Rico), China
Zone 4	Southern Africa, Indian Ocean (including Mauritius)





Zone 5	USA, Canada, Puerto Rico
Zone 6	Lebanon, Iraq, Armenia, Georgia

## **5.2 No-show**

In the event that you do not board your booked flight, we will not refund the fare including the Service Charge that may have been added at the time of booking. Other non-consumed taxes and fees are always refundable.

## **5.3 Cancellation**

### **5.3.1 Cancellation: General regulation**

A cancellation is the customer's withdrawal from the contract of carriage before the planned flight departure.

We do not refund the fare in the event of a cancellation within 24 hours before the departure of the first flight including the Service Charge that may have been added at the time of booking. Non-consumed taxes and fees are always refundable.

In the event of a cancellation up to 24 hours before the departure of the first flight the following regulations apply depending on the respective tariff booked and the zone.

Having accessed the outward flight, we do not refund the return flight if this is cancelled, including the Service Charge that may have been added at the time of booking. Non-consumed taxes and fees are always refundable.

The customer has the right to verify that Condor has not suffered any damages or any lesser losses.

In your own interest and to avoid any misunderstandings, we recommend that you urgently declare any cancellation in writing stating your booking number.

### **5.3.2 Cancellation: Special regulations for Light fare (fare code "LM"), Best fare (fare code "BST") and Classic fare (fare code "SPO")**

In the event of a cancellation only non-consumed taxes and fees of this total fare are refunded, except the Service Charge that may have been added at the time of booking.

### **5.3.3 Cancellation: Special regulations for Flex fare (fare code "N")**

In the event of a cancellation up to 24 hours before departure of the outward flight you must pay Condor the following cancellation fees as listed below.

Any payments made towards the total fare, which exceed the cancellation fees listed below, are refundable. Non-consumed taxes and fees, except the Service Charge that may have been



added at the time of booking, are always refundable. Otherwise, the general regulations of point 5.3.1 apply.

Zone 1	(i) Economy Classic	50 Euro per person and segment
	(ii) Business Class	75 Euro per person and segment
Zone 2 and 6	(i) Economy Classic	75 Euro per person and segment
	(ii) Business Class	100 Euro per person and segment
Zones 3 - 5	(i) Economy Classic	100 Euro per person and segment
	(ii) Premium Economy Class	150 Euro per person and segment
	(iii) Business Class	200 Euro per person and segment

#### **5.3.4 Cancellation: Special regulations for Flex Plus fare (fare code “F”)**

In the event of a cancellation up to 24 hours before departure of the outward flight no cancellation fees apply.

All payments made towards the total fare are refundable. Non-consumed taxes and fees, except the Service Charge that may have been added at the time of booking, are always refundable. Otherwise, the general regulations of point 5.3.1 apply.

#### **5.3.5 Cancellation: Special regulations for Visit Friends & Relatives fare (fare code “ETH”)**

In the event of a cancellation up to 24 hours before departure of the outward flight you have to pay Condor the following proportional fares as cancellation fees as listed below.

Any payments made towards the total fare, which exceed the cancellation fees listed below, are refundable. Non-consumed taxes and fees, except the Service Charge that may have been added at the time of booking, are always refundable. Otherwise, the general regulations of point 5.3.1 apply.

a)	Up to 89 days before the start of the respective flight	10 % of the fare
b)	88 days until 59 days before the start of the respective flight	20 % of the fare
c)	58 days until 29 days before the start of the respective flight	50 % of the fare
d)	28 days until 15 days before the start of the respective flight	70 % of the fare
e)	14 days until 24 hours before the start of the respective flight	80 % of the fare



- |    |  |                   |
|----|--|-------------------|
| f) | Cancellation within 24 hours before departure of the respective flight | 100 % of the fare |
|----|--|-------------------|

## 5.4 Rebooking

### 5.4.1 Rebooking: General regulations

Changes in respect of the date, the departure airport or the arrival airport of a flight previously booked by the customer constitute customer rebooking.

Customer rebooking is possible only up to 24 hours before departure of the flight route to be changed and when this is permissible in the booked tariff according to the following regulations and when there are enough seats available for the desired new flight in the same or a higher transport and/or tariff class and when the flight is within the same season (summer season 01.05 – 31.10 / winter season 01.11 – 30.04) and in the same zone (Zone 1, Zone 2, Zones 3-5, Zone 6) as was in the original flight.

Customer rebooking of the originally booked return flight after having flown on the outbound flight is possible only subject to governmental permission.

In the event that the fare for the changed booking is equal to or cheaper than the fare for the original booking then the fare for the original booking applies also to the changed booking. The taxes and fees shall be recalculated on the basis of the changed booking. Any difference is payable immediately. Non-consumed taxes and fees are always refundable.

In the event that the fare for the changed booking is higher than the fare for the original booking then the difference between the total fare of the original booking and the total fare of the changed booking must be paid. This amount is payable immediately upon rebooking.

### 5.4.2 Rebooking: Special regulations for Light fare (fare code “LM“)

It is not possible to make any voluntary changes to tickets of this type.

### 5.4.3 Rebooking: Special regulations for Classic fare (fare code “SPO”) and Best fare (fare code “BST”)

In the event of a rebooking up to 24 hours before departure of the flight to be changed, the following rebooking fees are payable to Condor:

Zone 1	(i) Economy Class	50 Euro per person and segment plus price difference
	(ii) Business Class	75 Euro per person and segment plus price difference



Zone 2 and 6	(i) Economy Class	75 Euro per person and segment plus price difference
	(ii) Business Class	100 Euro per person and segment plus price difference
Zones 3 - 5	(i) Economy Class	100 Euro per person and segment plus price difference
	(ii) Premium Economy Class	150 Euro per person and segment plus price difference
	(iii) Business Class	250 Euro per person and segment plus price difference

**5.4.4 Rebooking: Special regulations for Flex fare (fare code “N”)**

In the event of a rebooking up to 24 hours before departure of the flight to be changed, the following rebooking fees are payable to Condor:

Zone 1	(i) Economy Class	25 euro per person and segment plus price difference
	(ii) Business Class	50 euro per person and segment plus price difference
Zones 2 and 6	(i) Economy Class	50 euro per person and segment plus price difference
	(ii) Business Class	75 euro per person and segment plus price difference
Zones 3 - 5	(i) Economy Class	75 euro per person and segment plus price difference
	(ii) Premium Economy Class	100 euro per person and segment plus price difference
	(iii) Business Class	150 euro per person and segment plus price difference

A maximum of 3 changes of bookings of the same originally booked route is possible; price differences may be payable in accordance with point 5.4.1 in this case. From the 4th rebooking of the same originally booked flight, rebooking fees in accordance with point 5.4.3 and possible price differences in accordance with point 5.4.1 apply.

**5.4.5 Rebooking: Special regulations for Flex Plus fare (fare code “F”)**

In the event of a rebooking up to 24 hours before departure of the flight to be changed, no rebooking fees apply. A maximum of 3 changes of bookings of the same originally booked



route is possible; price differences may be payable in accordance with point 5.4.1 in this case. From the 4<sup>th</sup> rebooking of the same original booked flight, rebooking fees and possible price differences in accordance with points 5.4.1 and 5.4.3 apply.

**5.4.6 Rebooking, special regulations for Visit Friends & Relatives fare (fare code “ETH“)**

In the event of a rebooking up to 24 hours before departure of the flight to be changed, the following rebooking fees are payable to Condor:

Zone 1	50 Euro per person and segment plus price difference
Zone 2 and 6	75 Euro per person and segment plus price difference
Zones 3-5	100 Euro per person and segment plus price difference

**5.5 Name change or substitute traveler**

5.5.1 A change of the name given at the time of booking or the appointing of a substitute traveler for a previously booked flight is possible up to 24 hours before the scheduled departure of the first flight and only if it applies to a flight, which is exclusively carried out by Condor and only when the Flex Flex fare, the Flex Plus fare or the Visit Friends & Relatives fare (fare code “N”, “F” or “ETH”) has been booked.

5.5.2 In the event of a name change or appointment of a substitute traveler the price difference to a possible higher up-to-date total fare is payable.

5.5.3 In the event of a booking for the Flex fare (fare code “N”), the following name change fees are payable to Condor:

Zone 1	(i) Economy Class	50 euro per person and segment plus price difference
	(ii) Business Class	75 euro per person and segment plus price difference
Zones 2 and 6	(i) Economy Class	75 euro per person and segment plus price difference
	(ii) Business Class	100 euro per person and segment plus price difference
Zones 3 - 5	(i) Economy Class	100 euro per person and segment plus price difference



(ii) Premium Economy Class	150 euro per person and segment plus price difference
(iii) Business Class	200 euro per person and segment plus price difference

5.5.4 The contractual partner and the substitute traveler are jointly liable for the costs of carriage.

## **§ 6 CANCELLATION OF UPGRADES**

### **6.1 Cancellation of upgrades**

6.1.1 The cancellation of upgrades for Premium Economy Class and Condor Business Class bookings are subject to the following differing terms of cancellation and rebooking.

6.1.2 The terms concerned apply exclusively to the fare for carriage in a higher booking category.

### **6.2 Condor Business Class**

6.2.1 In the case of customer cancellations up to 24 hours prior to the contractually agreed outbound flight or return flight, the fee amounts to 50% of the upgrade price. In the case of customer rebooking up to 24 hours prior to the contractually scheduled flight departure, the cost incurred amounts to 10% of the upgrade price.

6.2.2 No customer cancellations or customer rebooking are possible on the day of departure. In the case of a customer cancellation of a Business Class booking, Condor will attempt to find an alternative use for the booking. The customer is entitled to prove that no loss at all or less loss has been incurred by Condor.

### **6.3 Premium Economy Class**

6.3.1 In the case of customer cancellations up to 24 hours prior to the contractually agreed outbound flight or return flight, the fee amounts to 50 % of the upgrade price. In the case of customer rebooking up to 24 hours prior to the contractually scheduled flight departure, the cost incurred amounts to 10 % of the upgrade price.

6.3.2 No customer cancellations or customer rebooking are possible on the day of departure. In the case of a customer cancellation of a Premium Economy Class booking, Condor will attempt to find an alternative use for the booking. The customer is entitled to prove that no loss at all or significantly less loss has been incurred by Condor.

## **§ 7 PUNCTUAL APPEARANCE AT THE AIRPORT**

7.1.1 The check-in deadline applicable to you depends on the distance of the flight booked and/or on the departure airport concerned



- 7.1.2 We define the check-in deadline as the point in time set by us at which you must have shown up at the check-in / passenger handling counter. Kindly give due consideration to the check-in deadlines quoted below when planning your journey.
- 7.1.3 In order to ensure that the flight is checked in smoothly and departs on time, you are urgently advised to comply with the deadlines set out below as otherwise, in the case of your late appearance at the check-in counter, we are entitled to cancel your booking and refuse your carriage. We assume no liability for any damage and expenses you may incur due to such violations of this collateral duty as are your sole responsibility.
- 7.1.4 We hereby agree with you that you must have appeared at the check-in counter / passenger handling area within the times set out below:
- |   |  |
|---|--|
| a) For flights to zone 1-2 or 6                   | 90 minutes prior to the departure time shown in the ticket   |
| b) For flights to zone 3-5 (excluding USA/Canada) | 120 minutes prior to the departure time shown on the ticket; |
| c) For flights to the USA / Canada                | 180 minutes prior to the departure time shown on the ticket; |
- 7.1.5 Irrespective of the carriage category booked and the air carrier used, all our passengers are subject to the requirement that they must be in possession of their boarding cards and have completed all check-in formalities no later than 45 minutes (no less than 60 minutes for flights to zones 3-5) prior to the departure time shown in the ticket (check-in deadlines).
- 7.1.6 Due to the safety regulations applying at the time and checks carried out on both persons and baggage, we hereby notify you that you should proceed to the gate indicated on your boarding card and await the announcement that the aircraft is ready for boarding immediately after check-in procedures have been completed. You must have made your way to the gate no later than the point in time indicated to you at the check-in / passenger handling counter for the purpose of boarding the flight booked by you and for which you have already checked in; otherwise, we are entitled to cancel your booking and refuse your carriage in order to avoid any boarding and flight departure delays. We assume no liability for any damage and expenses you may incur as a result.
- 7.1.7 If carriage is not performed Condor, the check-in deadline will be 120 minutes before the departure time specified on the Ticket, regardless of the booked service class and the booked flight route. Please arrive at the check-in / check-in area of the specified flight no later than this cut-off time.
- 7.1.8 When booking an Economy Light fare, an online check-in by the passenger is required



prior to arrival at the airport. If no online check-in has been carried out, we charge a check-in fee of 25 Euros.

## **§ 8 PASSENGER CONDUCT**

In the event that your conduct during check-in procedures, boarding or on board is such that you pose a risk to the aircraft or for persons or objects on board, that you disturb the crew in the execution of their duties or do not follow the crew's instructions including those relevant to the ban on smoking or to the use of alcohol or drugs, or that you inconvenience or harm other passengers or members of the crew, we reserve the right to take any measures necessary to prevent the conduct, including restraining you and refusing your carriage.

## **§ 9 RESTRICTED OR REFUSED CARRIAGE OF PASSENGER OR BAGGAGE (RIGHT TO REFUSAL OF CARRIAGE)**

Condor may refuse the carriage or continued carriage of a passenger or his baggage or prematurely interrupt the carriage concerned if one or more of the following points apply:

### **9.1 Violation of applicable law**

The carriage violates applicable law, the applicable regulations or conditions imposed by the country of departure or destination or by the country over which the flight passes.

### **9.2 Endangerment of order, safety, or health; mandatory use of face masks**

9.2.1 The carriage endangers the safety, order or health of the other passengers or crew members or represents an unreasonable burden on their carriage.

9.2.2 **Where this is legally required at the departure and/or destination location, all passengers aged 6 years and older on all your Condor flights are obliged to wear respiratory mask (FFP2 or similar) or a medical face mask (mouth and nose cover), which must completely cover the mouth and nose. We therefore ask that you are aware of the requirements in place at your departure and/or destination locations before travelling to the airport.**

9.2.3 **In cases where the local restrictions cannot be clearly determined, Condor or the employees of the operating carrier may still require passengers to wear a respiratory mask or medical mask. In this case, Condor or the operating carrier shall take the circumstances at hand and the preferences of the other passengers into account.**

9.2.4 **Please bring your own respiratory masks or medical masks. Please note that your mask must not have an exhalation valve, otherwise the protective effect of the mask for your fellow travelers will be reduced. So-called Face Shields, scarves and neckerchiefs are not permitted.**





9.2.5 **An exception to the legal obligation only exists if the use of a medical mask is not reasonable or possible due to a physical, mental or psychological impairment or a pre-existing condition. As of 15 September 2020, we will only accept this exception on presentation of a negative PCR test result - not older than 48 hours before scheduled departure - and a current medical certificate on the appropriate Condor form (which can be found at: [https://www.condor.com/de/fileadmin/dam/pdf/Mund-Nasen-Bedeckung\\_DE\\_EN\\_final.pdf](https://www.condor.com/de/fileadmin/dam/pdf/Mund-Nasen-Bedeckung_DE_EN_final.pdf)), which may not be older than six months on the day of transport. This medical certificate is only recognized as such in connection with a doctor's stamp and signature. The negative test result and the certificate must be presented at check-in and, if requested, at boarding, de-boarding and on board the aircraft.**

9.2.6 **Please also be aware of the rules applicable at the respective airport regarding the use of a mask.**

### **9.3 The right to refuse carriage due to COVID 19 symptoms**

9.3.1 Condor reserves the right to refuse the carriage of the passenger if

9.3.2 the passenger has been diagnosed with COVID 19 within the last 10 days before flight departure or

9.3.3 the passenger has shown COVID 19 relevant symptoms (fever, newly emerging cough, loss of taste or smell, shortness of breath) within the last 10 days before flight departure or

9.3.4 the passenger has had close contact (e.g., less than 2 meters distance for more than 15 minutes) with a person diagnosed with COVID 19 within the last 14 days before flight departure or

9.3.5 the passenger at the time of flight, due to local or national legal requirements, is obliged to be in COVID 19 related quarantine

In the event that one of the points listed in 9.3.1 to 9.3.5 apply, the passenger must inform Condor as soon as possible and is not permitted to enter the flight.

In the event that one of the points listed in 9.3.1 to 9.3.5 are only discovered at the airport, the passenger is refused to enter the flight.

### **9.4 The right to refuse carriage due to mental or physical impairment**

The passenger's mental or physical state of health, including any alcohol-, drug- or allergy-related impairment, poses a danger or a risk to himself or herself, to other passengers, to the crew members or to property.

Before the flight to certain destinations a contactless temperature measurement will be carried



out during the boarding process, if the respective destination requires such a measurement. If an elevated temperature is detected, which depends on the specific requirements of the destination, carriage may be refused.

#### **9.5 The right to refuse carriage due to the passenger's improper conduct**

The passenger's conduct on an earlier flight constitutes significant grounds to assume that such conduct may be repeated.

#### **9.6 The right to refuse carriage due to the passenger's due to refusal of security checks**

The passenger refuses a security check of his/her person or baggage.

#### **9.7 The right to refuse carriage due to the passenger's failure to pay the fare**

The applicable total fare or other duties and levies specific to air travel (including for previous flights) have not been paid despite being due.

#### **9.8 The right to refuse carriage due to the passenger failing to provide valid travel documents**

The passenger is not in possession of valid travel documents, or the passenger wants to enter a country that he/she is only entitled to pass through, or for which he/she does not have valid entry documents; the travel documents were destroyed during the flight or the passenger refused to provide them to the crew, despite being requested to do so in exchange for a receipt.

#### **9.9 The right to refuse carriage due to non-permissible content of luggage**

The baggage cannot contain:

- a) Items that are likely to put the aircraft, persons, or objects on board at risk, as listed in the ICAO and IATA rules governing the carriage of hazardous goods which are available from us or from the travel agency issuing the ticket. These include, but are not limited to, explosive substances, compressed and liquid gases, oxidizing, radioactive or magnetizing substances, highly flammable substances, toxic, infectious or aggressive substances and all other liquid substances.
- b) Items which are prohibited for carriage according to the relevant regulations imposed by the country of departure, the country of destination or by the country over which the flight passes.
- c) Lithium batteries or lithium accumulators (common in electronic devices such as laptops, mobile phones, watches, cameras) can be carried only in carry-on baggage. Further details can be found on Condor's website ([www.condor.com](http://www.condor.com)).
- d) If you carry on your person or in your baggage weapons of any kind, including but not



limited to (a) firearms, blunt or sharp weapons as well as sprayers that can be used for attack or defense purposes (b) ammunition and explosive substances (c) objects that due to their external form or markings give the impression of being weapons, ammunition, or explosive substances, you are obliged to notify us of this prior to starting your journey. The carriage of such objects is only allowed if they are conveyed as cargo or checked in as baggage in accordance with the regulations governing the carriage of hazardous goods.

Police officers who are required to carry weapons as part of their professional duties must surrender their weapons to the captain in charge during flight.

- e) Weapons of all kinds, including but not limited to firearms, blunt or sharp weapons and sprayers. Hunting and sporting weapons may be allowed as baggage at our discretion. They cannot be loaded and must be transported in a locked, standard case. The transport of ammunition is subject to the ICAO or IATA hazardous goods regulations.
- f) Electronic cigarettes (“E-Cigarettes”) and electronic consumer goods (in particular laptop computers, mobile phones, etc.) affected by a recall of the manufacturer or a distributor, are not permitted in checked baggage and can be carried only in carry-on baggage. In addition, turning on as well as recharging these electronic devices electronic cigarettes and/or batteries onboard the aircraft is not permitted.
- g) Items that are dangerous or unsafe on account of their weight, size or type or are unsuitable for carriage due to their perishable, fragile or especially delicate nature. Further details in this respect are available from us or our authorized agents.
- h) Hunting trophies (including legally hunted or legally acquired hunting trophies) or other products related to illegal wildlife activities as defined by the Convention on International Trade in Endangered Species of Fauna and Flora (CITES) in its current version.
- i) Should any of the above-mentioned items be contained in your checked baggage and be discovered therein via security checks, the items concerned must be removed from your baggage. To this end, your item of baggage must be opened, and the dangerous item removed. No liability for the item removed is assumed by Condor. We assume no liability for any damage to the item of baggage or its contents incurred due to the opening of the item of baggage and the removal of the offending item.

## **§ 10 CARRIAGE OF ANIMALS ON CONDOR FLIGHTS**

### **10.1 General regulations, conditions for the transport of animals, exclusion of certain species of animals**

10.1.1 The transport of dogs, cats and other domestic animals is subject to Condor’s consent



and, if the flight is operated by another air carrier, also their consent. Transportation must be booked via the website or the Condor Service Centre. The booking must be made no later than 48 hours prior to departure and only on direct flights, since a transfer of feeder flights cannot be carried out. Further information is available at <https://www.condor.com/de/flug-vorbereiten/gepaeck-tiere/tierbefoerderung.jsp>.

10.1.2 In order to transport them a completed and signed printout of the “Live Animal Acceptance Checklist” must be submitted. The checklist is available at, for example, <https://www.condor.com/de/flug-vorbereiten/gepaeck-tiere/tierbefoerderung/befoerderungsbestimmungen.jsp>.

10.1.3 In general dogs and cats are only transported within the EU if they are at least 4 months old; dogs and cats from unlisted third countries must be at least 7 months old. In addition, the animals must be properly contained in travel crates and have valid health and vaccination certificates, entry permits, and other entry or transit documents as required by the applicable countries. Condor reserves the right to define the type of carriage and the maximum number of animals permitted per flight. Further information is available at <https://www.condor.com/de/flug-vorbereiten/gepaeck-tiere/tierbefoerderung.jsp>.

10.1.4 Certain dog breeds are barred from being transported as pets due to their classification as fighting dogs (Listed Dogs). These include the following breeds, for example: Pit Bull Terrier, American Pit Bull, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, American Bulldog, Dogo Argentino, Fila Brasileiro, Kangal (Karabash), Caucasian Ovcharca, Mastiff, Mastino Napoletano, Rottweiler and all mixed breeds.

10.1.5 The carriage of snub-nosed pets is also excluded on our flights (cabin and cargo bay). Snub-nosed dog and cat breeds are particularly susceptible to temperature and stress. Therefore, their carriage on a flight can lead to serious health problems or even, in the worst case, the death of such animals.

10.1.6 Examples of snub-nosed dog breeds include: Boston Terrier, Boxer, Bulldog (all breeds except American Bulldog), Chow-Chow, Griffon Bruxellois, Japanese Chin, English Toy Spaniel, Pug, Pekingese, and Shi Tzu.

10.1.7 Examples of snub-nosed cat breeds include: Persian, Burmese, Himalayan, and exotic short-hair cats. This also applies to mixed breeds.

10.1.8 In the event of a violation of the above provisions, Condor is entitled to refuse to transport the animal. Condor cannot be held responsible for any resulting losses or damage, including indirect losses.

## 10.2 Payable costs for the transport of animals

The weight of the animals, of the travel crates and pet food are not included in the passenger's



free baggage allowance. There is a fee to transport animals. In addition, the special terms of 10.3 will apply. The animal carriage charges, and other information can be found on Condor's website ([www.condor.com](http://www.condor.com)). Animals traveling in the cabin (including their travel crates) must fit under the foot area of your seat in the carriage category class booked and be properly secured for the entire flight.

### **10.3 Special regulations for assistance animals**

10.3.1 Assistance dogs (guide dogs, therapy dogs and similar assistance dogs), their travel crates and pet food will be transported without an additional fee and will not be applied to the free baggage allowance. These animals will be transported free of charge in the cabin provided that the passenger provides proof of medical necessity. If traveling in a travel crate in the cabin these animals must fit under the foot area of your seat in the carriage category class booked.

10.3.2 Please note that snub-nosed dog breeds are particularly susceptible to temperature and stress. Therefore, their carriage on a flight can lead to serious damage to health or even, in the worst case, the death of such animals. We therefore do not recommend the transporting of the following dog breeds on one of our flights (cabin or hold): Boston Terrier, Boxer, Bulldog (all breeds except American Bulldog), Chow-Chow, Griffon Bruxellois, Japanese Chin, English Toy Spaniel, Pug, Pekingese, Shi Tzu.

### **10.4 Conditions for taking assistance animals**

10.4.1 Passengers who wish to travel with an assistance dog are asked to notify us at least 48 hours before departure, or immediately in case of bookings made at shorter notice, and to arrive at the airport in good time. We recommend arriving at the airport at least two hours before departure, for intercontinental flights at least three hours.

10.4.2 Please note: in order to ensure a safe and trouble-free flight, the animal must be trained to behave properly in a public environment. We allow passengers to transport animals in the cabin only under the condition that the animal obeys its owner and acts properly. If the animal does not act properly, the passenger may be asked to put a muzzle on it during transport, to have the animal transported in the baggage compartment (if a travel crate is available), or alternatively, transport may be refused.

### **10.5 Travel documents for the transported animal, valid legal requirements, entry of an assistance animal to the USA**

10.5.1 It is the passenger's responsibility to be fully informed about the pertinent country's regulations and requirements concerning the entry or transit of the animal as specified by the relevant authorities. Condor does not check or verify the information provided by the passenger or the passenger's documents for accuracy and completeness. In



addition, it is the passenger's responsibility to obtain and carry all necessary documents required for the transportation of the animal (entry and transit documents, veterinary health documents and other papers).

10.5.2 If you wish to travel to the USA with an assistance dog, a "U.S. Department of Transportation Service Animal Air Transportation Form" must be completely filled out, presented and carried, and for flights with an expected flight duration of more than eight hours, the "U.S. Department of Transportation Service Animal Relief Attestation Form" must also be completely filled out, presented and carried. The document(s) required for travel to the USA for the transport of assistance dogs must always be presented to Condor at least 48 hours prior to departure; for bookings made at shorter notice, presentation at the gate on the day of departure is sufficient.

10.5.3 Furthermore, Condor is not liable for consequences, losses, or expenses due to the passenger's failure to observe the respective country's valid regulations for the entry or transit of the animal or to the passenger's failure to present the proper entry, exit, health, or other papers, this also applies to and includes reentry into an EU country.

10.5.4 If the aforementioned valid regulations are violated, the passenger is obligated to pay the fine and/or the expenses (especially quarantine costs) imposed on Condor by the country concerned or, in case of advance payment by Condor, to reimburse Condor. The passenger is also obligated to pay the applicable total fare if Condor is required to transport the animal to the point of departure or another location by official order. For payment of the total fare concerned, Condor can use the money paid by the passenger for unused carriage or any means of payment of the passenger that is in the possession of Condor at the time. No refund is made for the fare paid for carriage to the place of refused entry or deportation of the animal. The passenger is liable for all damage caused by the animal to Condor or to third parties within legal limits and indemnifies Condor from all liability in this respect.

## **§ 11 CARRIAGE OF MINORS UNDER 16 YEARS; CONDOR ACCOMPANYING SERVICE**

### **11.1 Conditions for the carriage of minors under 16 years**

11.1.1 The regulations below apply to the carriage of minors under 16 years of age (hereinafter referred to as "**minors**") on flights operated by Condor. If the flight in question is operated by an airline other than Condor, such other airline's conditions for the carriage of minors shall apply exclusively.

11.1.2 Subject to the regulations under points 11.1.3 to 11.1.5 below, minors may only travel when accompanied by the following persons:

- a) at least one of their parents, who must themselves be over 16 years of age and



must not themselves be accompanied under the Condor accompanying service,  
or

- b) a sibling of at least 16 years of age, who must not themselves be accompanied under the Condor accompanying service, or
- c) another person who is legally an adult.

11.1.3 The payable Condor accompanying service (see point 11.2; advance booking necessary) enables minors from ages 5 to 15 inclusive to travel either unaccompanied, or accompanied by persons who do not fulfil the criteria listed in points 11.1.2a) to 11.1.2c).

11.1.4 Minors from ages 12 to 15 inclusive can also travel unaccompanied, or accompanied by persons who do not fulfil the criteria listed in points 11.1.2a) to 11.1.2c), if Condor is notified of this no later than 48 hours prior to departure. In this case it is not necessary to use the Condor accompanying service.

11.1.5 The conditions for the carriage of minors on flights operated by Condor are summarised below:

Age of minor	Conditions of carriage
0 – 4 years	✓ only <b>accompanied by a person</b> who meets the conditions under point 11.1.2.
5 – 11 years	✓ <b>accompanied by a person</b> who meets the conditions under point 11.1.2, <b>or</b> ✓ using the <b>Condor accompanying service</b> .
12 – 15 years	✓ <b>accompanied by a person</b> who meets the conditions under point 11.1.2, <b>or</b> ✓ using the <b>Condor accompanying service</b> , <b>or</b> ✓ prior <b>notification</b> .

11.1.6 If the above conditions for the carriage of minors are not fulfilled, Condor is entitled to refuse carriage.

11.1.7 In cases where a minor under 12 years of age is accompanied by only one parent, it helps to avoid misunderstandings and complications if written confirmation from the other parent is presented, authorising the minor to take the flight or flights with the accompanying parent.

11.1.8 The age limits apply with respect to the time at which the respective carriage commences.



## 11.2 Condor accompanying service

- 11.2.1 Under the Condor accompanying service, Condor undertakes to supervise minors from ages 5 to 17 inclusive, who are either unaccompanied or accompanied by persons who do not fulfil the criteria listed under 11.1 (hereinafter referred to as “UM”) at the departure and destination airports as well as on board the aircraft.
- 11.2.2 The Condor accompanying service is only available on direct flights operated by Condor. It must be booked no later than 48 hours prior to departure via the Condor Service Centre. The fees for the Condor accompanying service are listed on Condor’s website (<https://www.condor.com/de/fliegen- geniessen/besondere-betreuung/familien-kinder/allein-reisende-kinder.jsp>).
- 11.2.3 In order to use the Condor accompanying service, the UM travelling must be handed over to Condor at the departure airport by a person authorised to do so. If this requirement is not met, Condor is entitled to refuse the supervision and carriage of the UM.
- 11.2.4 When using the Condor accompanying service, the complete details (name, address, telephone number) of the accompanying person bringing or picking up the UM, up until the point of handing over or taking charge of the UM, will be required at the departure airport. In the even that this is not the parents, an authorisation from the parents to check in and pick up the UM must be presented. For security reasons, the person accompanying the UM must present valid photo ID when checking in and handing over the UM at the destination.

## 11.3 Fees for the carriage of infants (under 2 years of age)

- 11.3.1 No more than one infant under 2 years of age (hereinafter referred to as “infant”) may travel per full-fare paying adult without the infant requiring a separate seat. A second infant may travel on request accompanied by one adult only if a seat is booked for the second infant at the regular fare. This is only valid for flights operated by Condor.
- 11.3.2 An infant must be booked as a full-fare paying child for both the outward and the return flight and paid for as such if the infant concerned reaches the age of 2 years prior to the return flight.

## § 12 PREGNANT WOMEN AND PERSONS REQUIRING SPECIAL ASSISTANCE

### 12.1 Pregnant women

For safety reasons, pregnant women may no longer fly with Condor from the 36<sup>th</sup> week of pregnancy (32<sup>nd</sup> week of pregnancy for multiple pregnancies). Between the 28<sup>th</sup> and 36<sup>th</sup> week of pregnancy (only up to the 32<sup>nd</sup> week of pregnancy for multiple pregnancies), a medical certificate concerning the ability to fly, which may not be dated more than 10 days before the date





of departure, must be presented.

## **12.2 Special assistance**

12.2.1 Condor endeavors to provide passengers who have special needs (e.g. reduced mobility, and other disabilities, expectant mothers, persons with health issues) with dignified, professional, and courteous service at all times. Please let us know you will need this assistance when making your reservation.

12.2.2 Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

## **12.3 Special terms of carriage with other carriers**

Carriage of pregnant women and passengers in need of special care on a flight, which is operated by another air carrier than Condor, requires the consent of this air carrier. This consent must be obtained from this air carrier no later than 72 hours before the departure time specified in the ticket.

## **12.4 Assignment of seats to children under the age of 14 years**

12.4.1 A seat to a child who is under the age of 14 years shall be assigned in close proximity to a parent, guardian or tutor before check-in at no additional charge.

12.4.2 If no seat is assigned in this manner Condor

- a) shall advise passengers before check-in that seat assignment of children will be facilitated in close proximity to a parent, guardian or tutor at the time of check-in or at the boarding gate
- b) will assign seats at the time of check-in, if possible
- c) will ask for volunteers to change seats at the time of boarding
- d) will ask again for volunteers to change seats before take-off.

12.4.3 In the case of a child who is four years of age or younger a seat shall be assigned that is adjacent to their parent, guardian or tutor's seat.

12.4.4 In the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, guardian or tutor's seat, and that is separated from that parent, guardian or tutor's seat by no more than one seat

12.4.5 And in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their parent, guardian or tutor's seat by no more than one row.



12.4.6 If a passenger is assigned a seat that is in a lower class of service than their ticket provides, Condor will reimburse the price difference between the classes of service, but if the passenger chooses a seat that is in a higher class of service than their ticket provides, Condor may request supplementary payment representing the price difference between the classes of service.

### § 13 BAGGAGE REGULATIONS

Depending on the class of carriage you have selected and any tariff you have selected, you may take a certain amount of luggage with you as a free luggage allowance within the framework of the carriage by air. The free luggage allowances are shown on the air ticket or the advertisement on which your offer for conclusion of an air carriage contract is based. The carriage of such baggage that exceeds the free baggage allowance and the carriage of special baggage are subject to a fee. At the check-in counter, random checks will be carried out on your baggage.

We would like to point out that the items listed in Section 9.9 may be contained in neither your checked baggage nor your carry-on baggage. Additionally, we wish to advise you that your carry-on baggage may contain no pointed and sharp objects such as knives, scissors or the contents of a manicure set, etc. Such items belong in the checked baggage.

If feeder flights to and/or from departure and/or destination airports for your Condor flights are used that are executed by another airline company, the General Terms and Conditions of the Carriage of Passengers and Baggage of the airline company concerned apply for the entire route of the given feeder flights. Insofar as you have reserved special services or registered special baggage, the reservation concerned applies to the route served by Condor only. The same applies to reductions and/or benefits passengers are entitled to by way of their bookings in our Business Class or Premium Economy Class.

The fees for excess baggage can be found on Condor's website ([www.condor.com](http://www.condor.com)).

#### 13.1 Carry-on baggage

13.1.1 The following dimensions and weight restrictions apply to the regular hand luggage allowance in the relevant travel class, applicable per person. The weight restrictions in each fare apply to all hand baggage pieces in total:

Fare	Economy Light** (all zones)	Economy Classic, Economy Flex, Economy Flex Plus** (all zones)	Economy Best (zone 1,2 and 6)
Small bag (maximum dimensions 40 x 30 x 10 cm)	Included	Included	Included



First piece of hand luggage (maximum dimensions 55 x 40 x 20 cm)	Not included*	Included	Included
Second piece of hand luggage (maximum dimensions 55 x 40 x 20 cm)	Not included	Not included	Not included
Maximum weight (all pieces combined)	8 kg	8 kg	10 kg

<b>Fare or Class</b>	<b>Visit Friends &amp; Relatives</b> (zone 1 to 4 and 6)	<b>Premium Economy Class</b> (zone 3 to 5)	<b>Business Class</b> (all zones)
Small bag (maximum dimensions 40 x 30 x 10 cm)	Included	Included	Included
First piece of hand luggage (maximum dimensions 55 x 40 x 20 cm)	Included	Included	Included
Second piece of hand luggage (maximum dimensions 55 x 40 x 20 cm)	Not included	Not included	Included
Maximum weight (all pieces combined)	8 kg	10 kg	16 kg, whereby the individual items of hand luggage must not weigh more than 10 kg

\* One additional item of hand luggage with maximum dimensions of 55 x 40 x 20 cm can be booked for an additional fee. For more information, click here ([www.condor.com](http://www.condor.com)).

\*\* **Special regulation for flights with Sundair and European Air Charter:** On flights operated under Sundair flight numbers or European Air Charter flight numbers, one item of hand luggage with maximum dimensions of 55 x 40 x 20 cm and a weight of maximum 6 kg may be carried.

13.1.2 As soon as the maximum allowable weight or dimensions or the allowable number of items of hand luggage is exceeded, the excess baggage must be stowed in the cargo hold, and an additional fee for excess baggage is owed. The current excess baggage fees are posted on our website. There is no hand luggage allowance for infants and toddlers under the age of 2 years.

13.1.3 Such items as are then unsuited to carriage in the hold (e.g., fragile musical instruments) are accepted for carriage in the cabin only in cases where they have been registered with us in advance and we have confirmed their carriage. In such cases, the carriage of this special baggage is subject to payment of the relevant charges.

13.1.4 In accordance with Regulation (EC) 1546/2006, you may take on board all flights departing from European airports (including international flights) in your carry-on baggage



liquids, pressurized containers (e.g., sprays), pastes, lotions and other gel-like substances, not to exceed 100 ml per packaging unit. The quantity printed on the container, not the actual contents, will apply. The individual containers must fit fully into a re-sealable, transparent plastic bag with a maximum capacity of one liter and will be checked at the security counter. Only one bag per passenger is permitted. Special regulations apply to medicines and baby food. Various non-EU states have introduced the same or similar regulations. Passengers can obtain further information in this respect from us or our authorized agents.

### **13.2 Lost or damaged baggage**

In the case of lost baggage, or if baggage is lost for more than 21 days or is damaged, Condor will refund the fees paid for the baggage. The refund is not applicable for the free baggage allowance included in the tariffs Economy Flex Option, Premium Flex Option, Business Flex Option and Economy Classic, Premium Classic, and Business Classic. For further compensation relating to lost or damaged baggage § 14 of these GTBC will apply.

### **13.3 Temporary loss of baggage**

If baggage is lost for 21 days or less, Condor will refund the fees paid for the baggage. The refund is not applicable for the free baggage allowance included in the tariffs Economy Flex Option, Premium Flex Option, Business Flex Option and Economy Classic, Premium Classic, and Business Classic. For further compensation relating to temporary loss of baggage § 14 of these GTBC will apply.

### **13.4 Timely Notice of Complaints**

If baggage is lost for 21 days or less, Condor will refund the fees paid for the baggage. The refund is not applicable for the free baggage allowance included in the tariffs Economy Flex Option, Premium Flex Option, Business Flex Option and Economy Classic, Premium Classic, and Business Classic. For further compensation relating to temporary loss of baggage § 14 of these GTBC will apply.

### **13.5 Excess baggage**

13.5.1 In the event that your carry-on baggage exceeds the maximum weight for carry-on baggage and/or total baggage allowed for the given flight, we are entitled to charge a fee for the excess baggage.

13.5.2 The excess baggage charges can be found on Condor's website ([www.condor.com](http://www.condor.com)).

13.5.3 In the event that you leave baggage behind at the check-in counter or departure gate, we assume no liability whatsoever for the baggage concerned. Should costs be incurred for the baggage you leave behind or for its safe custody or disposal, the costs



concerned are payable by you.

### **13.6 Musical instruments**

13.6.1 Musical instruments can either be transported as regular checked baggage or regular carry-on baggage. The restrictions and conditions set in § 13 apply.

13.6.2 The use of stowage for musical instruments in the cabin is equivalent to other carry-on baggage as they are seen as part of the regular carry-on baggage.

13.6.3 Here, you can find out how much carry-on you can take on your Condor flight free of charge and what else you need to know: <https://www.condor.com/us/flight-preparation/baggage-and-animals/carry-on.jsp>

13.6.4 The general fees for checked and excess baggage apply for the carriage of musical instruments.

13.6.5 Find out here how much checked baggage you can take on your Condor flight: <https://www.condor.com/us/flight-preparation/baggage-and-animals/free-baggage-allowance.jsp>

13.6.6 Here, find out what is considered excess baggage and what types of baggage allowance packages can be booked: <https://www.condor.com/us/flight-preparation/baggage-and-animals/excess-baggage.jsp>

13.6.7 We strongly recommend you to ensure that your musical instrument is packed properly. For the carriage of musical instruments, the general compensation limitations in § 14 of these GTBC will apply

### **13.7 Child car seats on board Condor flights**

13.7.1 An EU ruling on the safety restraint of infants (under the age of 2 years) in aircraft has been in force since 16 July 2008. According to the provisions set out under this directive, infants (under the age of 2 years) are to be restrained either via a loop belt or via child safety seats. Condor recommends the use of an approved child safety seat during the flight, particularly for infants (under the age of 2 years). Kindly note that you will have to book a seat for the infant (under the age of 2 years) as a child paying full fare. Certain seats are designed to accommodate child safety seats on board. If you wish to use your child safety seat on board, kindly register it with us in good time (Monday to Friday, at least 48 hours prior to departure). Non-registered child safety seats will not be assigned dedicated seats without prior booking, and carriage in the cabin may be refused.

13.7.2 Qualification procedure for child restraint systems for use in aircraft in accordance with TÜV Doc.: TÜV/958-01/2001

a) Child safety seats that have been licensed and appropriately coded by the



relevant authorities of a given EU member state, the FAA (aviation authority in the USA) or Transport Canada (on the basis of a national technical standard) for exclusive use in aircraft.

- b) Child safety seats that have been licensed pursuant to the UN standard ECE R 44, -03 or a later version for use in motor vehicles.
- c) Child safety seats that have been licensed pursuant to the Canadian standard CMVSS 213/213.1 for use in motor vehicles and aircraft.

13.7.3 Child safety seats that have been licensed pursuant to the US standard FMVSS no. 213 for use in motor vehicles and aircraft and have been manufactured in accordance with this standard on or after 26 February 1985. US-licensed child restraint systems that were manufactured after this date must carry a sticker with the following text in red:

- 1) „THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS“ and
- 2) “THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT”.

13.7.4 In addition, child safety seats must be approved for securing via two-point belts (lap belts).

13.7.5 We apologize for any inconvenience caused due to the fact that as a rule, we may permit the use of only this type of child safety seat on board. Should a seat fail to comply with these requirements, our flight attendants are entitled to refuse the use of the seat concerned and stow it separately in the hold. In such cases, infants (under the age of 2 years) will be restrained via a loop belt or on the lap of the accompanying adult. No refund for the cost of the infant's (under the age of 2 years) own seat is possible in such cases.

### **13.8 Carriage of sports weapons and special baggage**

13.8.1 The carriage of special baggage and other sport equipment is subject to payment of the relevant charges.

13.8.2 For our passengers booked in the Condor Business Class, we will convey one piece of sports equipment up to 30 kg (length 200 cm x width 40 cm x height 100 cm or length 300 cm x width 40 cm x height 60 cm) without a surcharge. Timely registration thereof is required no later than eight hours prior to departure. Kindly register your sports equipment free of charge via our service center or a travel agency of your choice. In the event of failure to register on time, we cannot guarantee carriage of these items.

13.8.3 The special and excess baggage charges can be found on Condor's website



[www.condor.com](http://www.condor.com)).

### **13.9 Transport packaging for special baggage and sports equipment**

13.9.1 The carriage of special baggage and sports equipment is possible only in suitable transport packaging or transport containers. Each item of sports equipment must be packed and checked separately, i.e. separate from the normal baggage you check. Failure to comply with this will result in your entire baggage being charged at current excess baggage rates which could possibly exceed the flat-rate charge for special equipment and sports equipment. The staff members at the check-in counter reserve the right to carry out random checks on special baggage and sports equipment and, if necessary, to refuse carriage in the event of non-compliance with the relevant regulations. Please note that sports equipment may contain no articles other than those required specifically for carrying out the sports activity concerned – this applies above all to clothing. Kindly note that special baggage and sports equipment must be registered. Registration thereof is only possible up to eight hours prior to departure.

13.9.2 No registration of special baggage is required in respect of strollers, buggies, child travel beds and child car seats if the items concerned are not to be used on board. Moreover, sunshades and excess baggage in suitcases up to 20 kg over the free baggage allowance do not have to be registered. Due to the extended period of time needed for checking in special baggage and sports equipment, you are kindly asked to report to the check-in counter no later than 120 minutes (in the case of USA / Canada flights 180 minutes) prior to the scheduled departure time. The charges for the carriage of special baggage and sports equipment as well as for excess baggage are payable when registering by credit card, but no later than at the time you check in. Subsequent payment is not possible.

In the event that feeder flights to and/or from departure and/or destination airports are used, the terms of the airline company executing the first flight segment apply for the entire route. You are urgently advised to contact the airline company concerned in advance for any information you may require.

### **13.10 Checked luggage shall not contain the following:**

13.10.1 Cash, gems, precious metals, cameras, cell phones, electronic devices (e.g., laptops or PCs), sensitive optical devices, business papers, samples, valuable art objects with a market value over 300 euros, perishable or fragile items, passports, and other identification documents, urgently needed medications, and valuable items worth more than 300 Euro (replacement value), with the exception of clothing.

13.10.2 Condor shall not be liable according to Section 20 of the Montreal Convention



for the damage or loss of items packed in checked luggage in violation of the above provisions. This also applies to subsequent damage and indirect damage that may result from the transport of such items in the checked luggage.

## **§ 14 LIABILITY AND CLAIM ASSERTION DEADLINE**

Condor is liable according to the legal regulations as well as the conditions of this GTBC.

### **14.1 Liability according to the Montreal Convention**

14.1.1 The carriage of persons, baggage and freight is subject to the convention of 28 March 1999 for the standardization of certain regulations concerning international carriage by air (Montreal Convention) and to Regulation (EC) 2027/97 as amended by Regulation (EC) No. 889/02. The Montreal Convention regulates and limits the liability of Condor in respect of death or personal injury as well as of the loss of or damage to baggage and of delays.

#### **14.1.2 Liability is limited according to the Montreal Convention as follows:**

- a) There are no maximum liability limits in respect of the death or personal injury of passengers. In the case of personal injury up to an amount of 128,821 SDRs (approx. 165,000 Euro) Condor is excluded from raising objections based on culpability. However, if an injured party was partly responsible for the injury, the standards of the applicable laws regarding the exclusion or reduction of duty for compensation due to joint responsibility will apply. For any damage in excess of the above, Condor is not liable if it can prove that the damage is not attributable to illegal and culpable action or neglect on its part or on the part of persons appointed by it or is exclusively attributable to the illegal and culpable action or neglect of a third party (Article 21 MC). Condor will pay an advance amount for coverage of the immediate economic needs of the claimant concerned of no less than 16,000 SDRs (approx. 20,500 Euro) within 15 days of ascertainment by the person entitled to compensation of damages.
- b) In the case of the destruction, loss in full or in part, damage or delay of checked baggage, liability is limited to 1,288 SDRs (approx. 1,650 euros). In the event that the value of the baggage you check exceeds this amount, you should provide the air carrier with notification to this effect or ensure prior to the journey that your baggage is fully insured. The price of carriage does not include insurance. You are urgently advised to obtain insurance covering cancellation of travel as well as loss of or damage to baggage. We would be pleased to broker such coverage via our insurance partner HanseMercur Reiseversicherung AG, Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany. We are not responsible for claims settlement.





- c) In case of the delay of carriage of the passenger by air, liability is limited to 5,346 SDRs (approx. 6,835 Euro).

## **14.2 The passenger's disclosure and reporting obligation in the event of damage, (partial-) loss or destruction of luggage**

14.2.1 Any damage, loss in full or in part or destruction of baggage must be reported to us in writing as soon as possible. In the case of damage or loss in full or in part, notification of the damage or loss must be made at the airport; you will be provided with a PIR. If the checked baggage is accepted at the baggage delivery point, we assume (unless proof to the contrary is supplied) that we delivered the checked baggage to you in an undamaged and complete state. Any scratches, small dents and scrapes do not constitute damage to the checked baggage, as these are signs of the wear and tear caused by the intended use. Kindly ensure that your baggage is capable of withstanding the stress and strain of air carriage and is above all adequately waterproofed. The limitations of liability do not apply insofar as damage is attributable to willful or negligent behavior on the part of Condor.

14.2.2 In the case of damage to or the partial loss of checked baggage, written notification to this effect must be sent to us without delay, but no later than 7 days after you are in possession of the baggage or within 21 days in the case of delayed baggage. The time of mailing the written notification applies. The supply of a PIR does not equate to compliance with the above-mentioned deadlines.

14.2.3 If the damage is attributable in part to the culpable behavior of the party suffering the damage, the relevant statutory requirements in respect of the exclusion of or reduction in the obligation to pay compensation apply in the case of contributory negligence by the injured party. This also applies to the extent the party suffering the damage fails to meet with his obligation to mitigate and minimize loss.

14.2.4 Condor is not liable for any damage arising from its compliance with statutory requirements or your non-compliance with duties arising from the requirements concerned.

14.2.5 The provisions set out under the Montreal Convention remain unaffected by the above-mentioned requirements.

## **14.3 Time limit for bringing a complaint**

Claims for compensation may be asserted only within a period of two years starting from the day on which the aircraft reaches its destination, on which it should have reached its destination or on which carriage was interrupted.



## **§ 15 FLIGHT TIMES, DELAYS AND FLIGHT CANCELLATIONS / FLIGHT TIME CHANGES, PASSENGER RIGHTS**

### **15.1 Change of the scheduled departure time due to exceptional circumstances, immediate notification of the passenger**

15.1.1 Condor is entitled to change the planned departure times if the change is due to exceptional circumstances that could not have been avoided even using all reasonable measures.

15.1.2 Such exceptional circumstances can include in particular political instability, weather conditions that contraindicate the operation of the respective flight, safety/security risks, unexpected flight safety problems and a strike that impedes the operations of an airline company. Condor has the burden of proof that the change is due to exceptional circumstances that could not have been avoided even using all reasonable measures.

15.1.3 Condor will inform all passengers immediately upon obtaining knowledge of the required changes to the departure time.

### **15.2 Change of the scheduled departure time due to flight operational reasons, notification of the passenger 2 weeks in advance of scheduled departure**

15.2.1 Condor is also entitled to change the planned departure times if the change is announced at least two weeks before the planned departure time and is due to air traffic-related reasons that could not have been avoided even using all reasonable measures.

15.2.2 Air traffic-related reasons can include in particular necessary changes as part of the federal assignment of take-off and landing rights (slot assignment) and restricted operations at airports, as well as reasons related to national and international flight safety and traffic regulation agencies. Condor has the burden of proof that the change is due to air traffic-related reasons that could not have been avoided even using all reasonable measures.

15.2.3 Condor will inform all passengers immediately upon obtaining knowledge of the required changes to the departure time.

### **15.3 Change of aircraft, vicarious agents, notification of passenger**

15.3.1 Condor is – if necessary - entitled to change the aircraft used and transfer carriage in full or in part to a third party/subcontractor, in which case Condor remains responsible for the carriage booked.

15.3.2 In the event of changing to another airline company, Condor will immediately initiate all appropriate steps in order to ensure that the passenger is informed about the change as quickly as possible. The passenger is always informed when checking in, at the latest



however, when boarding the aircraft (EC regulation 2111/05).

#### **15.4 Change of flight due to extraordinary circumstances**

15.4.1 Except where expressly stated differently elsewhere in these GTBCs, Condor cannot pay any compensation, damages, expenses, costs, losses or any other amount of any description or otherwise accept responsibility if Condor has to change or cancel your flight or your flight cannot be provided as or when agreed, or your flight arrangements prove deficient or you suffer any loss or damage of any description as a result of circumstances or an event beyond the control of Condor, which Condor could not foresee or avoid even after taking all reasonable care.

15.4.2 Such circumstances will usually include, but are not limited to war, serious security problems such as terrorist activity, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long overnight delays or cancellations of one or more flights), the inability of Condor to operate flights as a result of the United Kingdom's decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of other airlines to enter any airspace), civil unrest or events arising out of political instability, industrial dispute or strikes, fire, natural or nuclear disaster, bad weather and all similar circumstances and in all such cases whether, actual or threatened. References in these GTBCs to 'exceptional circumstances' mean such circumstances.

#### **15.5 Notice pursuant to Regulation (EC) 261/2004 on passenger rights**

15.5.1 In cases of non-carriage due to overbooking, flight cancellations and delays of at least two hours, you have the following rights as set out in the above-mentioned regulation. This notice is necessary but does not constitute any basis for asserting compensation claims or for interpreting the liability regulations laid down in the Montreal Convention.

15.5.2 The rights set out in the regulation only apply if you have a confirmed booking for the flight concerned, you appear at the check-in counter at the time indicated or, if no time is indicated, no later than 45 minutes prior to the scheduled departure time and you have booked the flight at a tariff available to the general public.

15.5.3 In the case of delays of more than 2 hours for flights of up to 1,500 km, of more than 3 hours for flights of between 1,500 km and 3,500 km and of more than 4 hours for flights of over 3,500 km, you are entitled to customer care services in the form of food and beverages in accordance with the carriage class booked and, depending on the length of the waiting time concerned, two telephone calls or telefaxes or e-mails and hotel accommodation in the event that the flight does not depart until the day after the scheduled date of carriage. Should the flight be subject to further delay on account of the



provision of customer care services, you have no further entitlement to the services concerned. In the case of delays of more than 5 hours, you have the right to cancel the carriage contract and have the cost of the ticket refunded within 7 days, if the purpose of the journey is no longer relevant due to the delay, and, if applicable, the right to a return flight to the starting point of your journey at the earliest possible point in time.

15.5.4 In the case of overbooking, you are entitled to receive customer care services. Moreover, we will offer you alternative carriage to your destination airport under comparable conditions. If you refuse the carriage offered, you are entitled to have the ticket costs refunded. In all cases, you can claim compensation based on the distance the flight concerned travels. In the case of flights travelling up to 1,500 km, the compensation payment amounts to €250.00 per passenger; in the case of domestic flights travelling more than 1,500 km and all other flights with a distance between 1,500 km and 3,500 km, €400.00; and in the case of all other flights, €600.00. You have the choice between cash payment and a flight voucher. If we offer you an alternative flight to your destination airport and the aircraft arrives no more than 2, 3 or 4 hours late depending on the distance travelled, the compensation payment will be reduced by 50%. Your claim to the above-mentioned services will be excluded if you are refused carriage on the grounds of the regulations mentioned previously and those mentioned in the following.

15.5.5 In case of the cancellation of a scheduled flight, you have the same right to receive customer care services, compensation and the refund of ticket costs as in the case of non-carriage subject to the requirements mentioned. You have no claim to the above-mentioned rights if the cancellation is attributable to exceptional circumstances that could not be avoided despite all possible measures having been taken. Your claim to compensation also lapses if we inform you of the flight cancellation at least 14 days prior to the scheduled departure, or if we inform you between 14 and 17 days prior to the scheduled departure that the departure is delayed by no more than 2 hours and the arrival by no more than 4 hours, or less than 7 days prior to the scheduled departure that the departure is delayed by no more than 1 hour and the arrival by no more than 2 hours.

15.5.6 Condor is entitled to declare that any compensation payments are to be set off against claims for damage irrespective of the legal grounds of the case concerned.

## **§ 16 FLIGHT DISRUPTIONS ON FLIGHTS TO, FROM, OR WITHIN CANADA INCLUDING CONNECTING FLIGHTS**

This § 16 only applies to flights to, from, or within Canada including connecting flights. This § 16 does not apply to connecting flights outside of Canada where Condor is transporting passengers pursuant to an interline agreement.



## 16.1 Information provided to passengers in cases of Flight Disruptions

16.1.1 Where a passenger who holds a confirmed reservation, valid travel documentation, and is present at the boarding gate at the required boarding time is denied a seat on a flight because there are not enough seats on the aircraft (“**Denial of Boarding**”) or a flight is delayed or cancelled (collectively a “**Flight Disruption**”), passengers may be entitled to specific standards of treatment, rebooking or a refund, and compensation.

16.1.2 Condor will provide affected passengers with the following information:

- a) The reason for the Flight Disruption;
- b) the compensation to which the passenger may be entitled for the inconvenience (if applicable);
- c) the standard of treatment for passengers (if any);
- d) the recourse available to passengers against Condor, including recourse to the Canadian Transportation Agency;
- e) new information (as soon as feasible); and
- f) status updates every 30 minutes until a new departure time is set for the flight or alternative travel arrangements have been made pursuant to section 16.2 of this GTBC.

## 16.2 Providing services to minimize inconvenience resulting from Flight Disruptions

16.2.1 In the event of a Flight Disruption, Condor will make reasonable efforts to assist passengers in rebooking travel to their destination to complete their itinerary as soon as feasible.

16.2.2 Additionally, where the Flight Disruption is *outside of Condor’s control* as defined in the Canadian Regulations (see section 10 (1): <http://www.gazette.gc.ca/rp-pr/p2/2019/2019-05-29/html/sor-dors150-eng.html>) and described below.

16.2.3 Condor will provide passengers with a confirmed reservation on the next available flight, free of charge, that is:

- a) operated by Condor or our commercial partners, travelling on any reasonable air route from the airport where the passenger is located to their destination, and that departs within 48 hours of the end of the event that caused the Flight Disruption; or if not available
- b) operated by any air carrier, travelling on any reasonable air route from the airport where the passenger is located (or another airport within a reasonable distance) to their destination, and if the new departure is at a different airport, transportation



to the other airport.

16.2.4 A Flight Disruption is *outside of Condor's control* if caused by events, including but not limited to, war or political instability, illegal acts or sabotage, meteorological conditions or natural disasters that make the safe operation of the aircraft impossible, instructions from air traffic control, a *NOTAM*, a security threat, airport operation issues, a medical emergency, a collision with wildlife, a labor disruption with Condor or within an essential service provider such as an airport or an air navigation service provider, a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority, or an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

16.2.5 Where the Flight Disruption is *within Condor's control*, even if required for safety purposes, Condor will provide passengers with a confirmed reservation on the next available flight, free of charge, that is:

- a) operated by Condor or our commercial partners, travelling on any reasonable air route from the airport where the passenger is located to their destination, and that departs within 9 hours of the original departure time; or if not available
- b) operated by any air carrier, travelling on any reasonable air route from the airport where the passenger is located to their destination, and that departs within 48 hours of their original departure time; or if not available
- c) operated by any air carrier, travelling on any reasonable air route from an airport that is within a reasonable distance of the airport where the passenger is located to their destination, and transportation to the other airport.

16.2.6 A Flight Disruption is *within Condor's control* but required for safety purposes (see Canadian Regulations – Definitions and Interpretation 1 (1): <http://www.gazette.gc.ca/rp-pr/p2/2019/2019-05-29/html/sor-dors150-eng.html>) where the cause of the Flight Disruption is required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a *safety management system* as defined in subsection 101.01(1) of the *Canadian Aviation Regulations* but does not include scheduled maintenance in compliance with legal requirements.

16.2.7 In accordance with the Canadian Regulations, Condor will aim to provide alternate travel arrangements that are comparable to those on the original ticket. If the alternate travel arrangements provide for a higher class of service than the original ticket, Condor may not request supplementary payment for the price difference.



16.2.8 In some cases, if the alternate travel arrangements offered do not accommodate passenger's needs Condor will refund the unused portion of the ticket and if necessary, return passengers to his/her point of origin.

### **16.3 Denial of Boarding**

16.3.1 Before a Denial of Boarding, Condor will ask passengers to volunteer to give up their seat. If volunteer(s) are offered a benefit in exchange for giving up his/her seat, Condor will provide a written confirmation of the benefit before the flight departs.

16.3.2 Where Condor has to deny a passenger boarding, Condor will give priority to boarding passengers in the following order:

- a) unaccompanied minors;
- b) a person with a disability and their support person, service animal, or emotional support animal, if any;
- c) a passenger who is travelling with family members; and
- d) a passenger who was previously denied boarding on the same ticket.

16.3.3 The order of priority outlined above does not apply where the denial of boarding was caused by a situation outside of Condor's control.

16.3.4 Condor will make reasonable efforts not to deny boarding to a passenger who is already on board the aircraft, but Condor is entitled to do so where it is required for safety reasons.

### **16.4 Tarmac Delays**

16.4.1 Where a flight is delayed on a tarmac at a Canadian airport for three hours after the aircraft doors have been closed for take-off or after the flight has landed, Condor will allow passengers to disembark the aircraft.

16.4.2 Condor is not required to allow passengers to disembark in cases where it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed and Condor is able to continue providing passengers with the services described below; or where it is not possible to provide an opportunity for passengers to disembark, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

16.4.3 When allowing passengers to disembark, if feasible, Condor will give passengers with disabilities, and their support person, service animal or emotional support animal (if any) the opportunity to disembark first.

16.4.4 For all flights, to, from or within Canada, in accordance with the Canadian Regulations,



Condor will use reasonable efforts to provide convenient and comfortable service to all customers in cases of tarmac delays.

16.4.5 Specifically, Condor will provide:

- a) Access to lavatories in working order (if there are lavatories on the aircraft);
- b) Proper ventilation and cooling or heating of the aircraft;
- c) If it is feasible to communicate with people outside of the aircraft, the means to do so; and
- d) Food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.

## **§ 17 INFORMATION ON TREATMENT, COMPENSATION AND RECOURSE**

This § 17 only applies to flights to, from or within Canada, including connecting flights. This § 17 does not apply to connecting flights outside of Canada where Condor is transporting passengers pursuant to an interline agreement.

### **17.1 Standards of Treatment**

17.1.1 In the event of a Denial of Boarding or where a passenger is informed of their flight delay or cancellation less than 12 hours before the originally scheduled departure time and have been waiting at least 2 hours after the originally scheduled departure time,

17.1.2 Condor will provide the following standards of treatment, free of charge:

- a) Food and drink taking into account the length of the wait, the time of day and the location of the passenger;
- b) Access to a means of communication; and
- c) Overnight accommodations (hotel or comparable) including round trip transportation from the airport to the hotel if the passenger is expected to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements.

17.1.3 This section 17.1.3 does not apply (1) where providing the services above would further delay the passenger; and (2) where the flight delay, cancellation, or denial of boarding was due to “situations outside the carrier’s control” as defined in section 10(1) of the Canadian Regulations (see <http://www.gazette.gc.ca/rp-pr/p2/2019/2019-05-29/html/sor-dors150-eng.html>) and described above in section 16.2.

### **17.2 Compensation for inconvenience**

17.2.1 Where there is a Denial of Boarding or a passenger is informed of a cancellation or delay less than 14 days before the original departure time, and the cause of the Flight





Disruption was within Condor’s control (excluding situations within Condor’s control but required for safety purposes), affected passengers may be entitled to compensation as follows:

Cancellation or Flight Delay		Denied Boarding	
Length of Delay	Amount (CAD)	Length of Delay	Amount (CAD)
3-6 hours	\$ 400	Less than 6 hours	\$ 900
6-9 hours	\$ 700	6-9 hours	\$ 1,800
9+ hours	\$ 1,000	9+ hours	\$ 2,400

17.2.2 In addition, as described in this section 16.2 Condor will make reasonable efforts to rebook passengers after a Flight Disruption. However, if a passenger’s flight is cancelled or delayed 3 hours or more and the alternate travel arrangements offered by Condor do not accommodate the passenger’s needs, in addition to the refund described in section 16.2 of this GTBC, passengers may be entitled to receive \$ 400 in compensation.

17.2.3 The \$ 400 Compensation is only available where the flight delay or cancellation is caused by a situation within Condor’s control and not required for safety purposes.

17.2.4 Passengers must notify Condor if they believe they are entitled to compensation due to a Flight Disruption.

**17.3 Recourse**

17.3.1 All of Condor’s terms and conditions of carriage to, from or within Canada (in some cases including connecting flights) can be found in Condor’s Tariff, online here: <https://www.condor.com/us/help-contact/canada-gtbc-and-tariff.jsp>.

17.3.2 If you believe you have received unfair treatment you may contact us on Condor’s website here: <https://www.condor.com/us/help-contact/contact.jsp>. Alternatively, you may submit an air travel complaint to the Canadian Transportation Agency online here: <https://www.otc-cta.gc.ca/eng/air-travel-complaints>.

**17.4 Notice**

17.4.1 If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights please contact your air carrier or visit the Canadian Transportation Agency’s website.

17.4.2 Si l’embarquement vous est refusé, ou si votre vol est annulé ou retardé d’au moins deux heures ou si vos bagages sont perdus ou endommagés, vous pourriez avoir droit



au titre du Règlement sur la protection des passagers aériens, à certains avantages au titre des normes de traitement applicables et à une indemnité. Pour de plus amples renseignements sur vos droits, veuillez communiquer avec votre transporteur aérien ou visiter le site Web de l'Office des transports du Canada.

## **17.5 Notice ATDPR**

17.5.1 Condor Flugdienst GmbH is subject to Accessible Transportation for Persons with Disabilities Regulations (ATDPR – SOR/2019-244) and the provisions of these Regulations that apply to it.

17.5.2 The passenger has the option at the time when the checked baggage is handed over to the carrier or prior to this to make a special declaration of interest in delivery at destination. According to Article 22(2) of the Montreal Convention a supplementary sum may be required and be paid prior to or at least at the time when the checked baggage was handed over to the carrier

## **§ 18 ELECTRONIC DEVICES, SEATBELT FASTENING REQUIREMENT, NON-SMOKING FLIGHTS, ALCOHOLIC BEVERAGES, ALLERGIES, TRAVEL DOCUMENTS, VIOLATION OF ENTRY REGULATIONS AND LEGAL CONSEQUENCES**

### **18.1 Electronic devices**

The unauthorized operation of electronic devices on board, e.g., mobile telephones, laptops, CD players, electronic games and devices with transmission functions and walkie-talkies is prohibited and can be a punishable offense. Exceptions to this are hearing aids and cardiac pacemakers. Kindly observe the instructions given by the staff on board. Should you be unsure as to whether the operation of a device you have taken on board with you is permitted, please also contact the staff on board.

### **18.2 Seatbelt fastening requirement**

Kindly note for your own safety that you are required to keep your seatbelt fastened during the entire flight whenever you are sitting in your seat. The instructions of the staff on board require strict compliance.

### **18.3 Non-smoking flights**

Smoking is prohibited in all parts of the aircraft and during your entire stay on board. This also applies to electronic cigarettes. Violations of the ban on smoking will immediately result in legal action being taken and can cause the flight to be interrupted. Any costs incurred as a result are payable by you in all cases.

### **18.4 Alcoholic beverages**

Consuming alcoholic beverages you have brought on board yourself is prohibited during your



entire stay on board the aircraft. If you do not comply with this rule, you may be excluded from future transportation.

### **18.5 Allergies**

Please note that, in your own interest but also in the interest of other passengers and the safety of the flight, you must inform us of any allergies you may have to certain foods or ingredients at least 24 hours prior to departure. Condor cannot guarantee that passengers will not be exposed to allergens on board. We are under no obligation to transport passengers with allergies to certain foods or ingredients involving the risk of seriously endangering their own health and cannot guarantee the absence of those allergens in our food or air.

### **18.6 Travel documents**

18.6.1 You are obliged and it is your own responsibility to obtain the entry and exit documents and visas needed for your journey and to observe all the regulations prescribed by the countries the aircraft flies over, to or from; the same applies to our relevant regulations and instructions. We are not liable for any consequences you may incur from your failure to obtain the necessary documents or comply with relevant regulations or instructions. You are obliged prior to departure to present entry and exit documents, visas, health certificates and any other certificates required by the relevant countries and allow us to make copies of the documents concerned.

18.6.2 We reserve the right to refuse your carriage if you do not comply with the relevant requirements or your documents are incomplete. We are not liable for any losses or expenses you may incur due to your non-compliance with the given regulations.

### **18.7 Violation of entry regulations and legal consequences**

18.7.1 If you are refused entry into a given country, you are then obliged to pay the fine imposed on us by the country concerned. You are moreover obliged to pay the applicable total fare in the event that you have to be brought to your place of departure or another location by order of the relevant authorities due to the fact that you may not enter a given country (transit or destination country). For payment of the total fare concerned, we can use the money paid by you for unused carriage or any means of payment of yours in our possession at the time. No refund will be made for the total fare paid for carriage to the place of refused entry or deportation.

18.7.2 In the event that we are asked to pay any penalties or fines, make a deposit on them or pay any other expenses due to the fact that you have not observed the regulations of the country concerned in respect of transit or entry or due to the fact that the documents required by the given regulations are either not in order or not available at the time, you are then obliged at our request to reimburse us for the penalties or fines paid, the



amounts deposited and the expenses incurred. We are entitled to use the means of payment in your possession at the time to cover the expenses concerned. The amount due for penalties and fines varies from country to country and can far exceed the total fare. In your own interest, you are therefore urgently advised to ensure that you comply with the entry regulations of the given country.

## **§ 19 DATA PROTECTION**

You acknowledge having provided Condor with your personal data for the following purposes: the execution of your flight bookings, the purchase of any additional services required, the performance of entry formalities and the transmission of such data to the relevant authorities in connection with the execution of your flight. You authorize Condor to forward the data concerned in order to fulfil the above-mentioned purposes to its own offices, authorized agents, relevant domestic and foreign authorities, other airline companies and other providers of the above-mentioned services. We also make use of the assistance of external service provision companies within the framework of the customer care services we offer. Their members of staff are naturally subject to the same strict statutory data protection regulations as our own staff.

## **§ 20 INSURANCE**

Condor recommends that you conclude a travel insurance package, particularly with regard to travel cancellation insurance for your flight (this can be booked separately), and insurance covering repatriation costs in the event of sickness, accident or death. This insurance is not included in the total fare. If you book insurance as part of your flight, Condor is only the broker and tasked with collecting the insurance premium. The insurer is HanseMerkur Reiseversicherung AG, Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany. Please note that it is necessary to notify a claim directly to the insurer and Condor is not responsible for claim settlement.

## **§ 21 NOTICE PURSUANT TO THE ANNEX TO REGULATION (EC) 2027/97 AS AMENDED BY REGULATION (EC) 889/02**

This notice is required pursuant to Regulation (EC) 889/02; it does not constitute any basis for asserting compensation claims or for interpreting the provisions set out under the Montreal Convention. As we are obliged by law to publish this notice, it is not part of the carriage contract concluded between you and Condor.

Liability of airline companies for passengers and their baggage

This notice summarizes the liability rules applied by Community airline companies as required by Community legislation and by the Montreal Convention.



### **21.1 Compensation in the event of death or personal injury**

There are no maximum liability limits in respect of the death or personal injury of passengers. In the case of personal damage up to an amount equivalent to 128,821 SDRs, the airline company cannot contest claims for compensation. In the case of claims for amounts in excess of that set out above, the airline company can defend itself against such claims by proving that it was not negligent or otherwise at fault.

### **21.2 Advance payments**

If a passenger is killed or injured, the airline company must make an advance payment to cover immediate financial needs within 15 days of the identification of the person entitled to compensation. In the case of the passenger's death, the advance payment concerned must be no less than an amount equivalent to 16,000 SDRs.

### **21.3 Delays in the carriage of passengers**

As far as delays in the carriage of passengers are concerned, the airline company is liable for any damage incurred as a result unless it took all reasonable measures to avoid the given damage, or it was impossible to take such measures. The liability for any damage due to the delay in the carriage of passengers is limited to an amount equivalent to 5,346 SDRs. Any liability in accordance with Regulation (EC) 261/04 remains unaffected by this.

### **21.4 Delays in the carriage of baggage**

As far as delays in the carriage of baggage are concerned, the airline company is liable for any damage incurred as a result unless it took all reasonable measures to avoid the given damage, or it was impossible to take such measures. The liability for any damage due to the delay in the carriage of baggage is limited to an amount equivalent to 1,288 SDRs.

### **21.5 Destruction, loss or damage to baggage**

The airline company is liable for destruction, loss or damage to baggage up to an amount equivalent to 1,288 SDRs. In the case of checked baggage, it is liable even if not at fault insofar as the baggage was not previously defective. With regard to baggage that is not checked, the airline company is only liable for its culpable behavior.

### **21.6 Higher liability limit for baggage**

A passenger can benefit from a higher liability limit by making a special declaration no later than the time he or she checks in and by paying a surcharge.

### **21.7 Baggage complaints**

If baggage is damaged, delayed, lost or destroyed, the passenger must provide the airline company with written notification to this effect as soon as possible. Passengers whose checked



baggage sustains damage must provide written notification to this effect within seven days; if baggage is delayed, written notification is required within 21 days.

### **21.8 Liability of contractual and executing airline company**

If the air carrier actually operating the flight is not the same as the contractual airline company, the passenger has the right to address a complaint or a claim for damages to either.

### **21.9 Claim assertion deadlines**

Any action in court to claim damages must be brought within two years of the date of arrival of the aircraft or of the date on which the aircraft should have arrived. The above requirements are based on the Montreal Convention dated May 28 1999 that was implemented in the European Community via Regulation (EC) 2027/97 as amended by Regulation (EC) 889/02 and via the national legislation of the member states.

## **§ 22 APPLICABLE LAW, JUDICIAL VENUE AND DISPUTE RESOLUTION PROCEDURE**

### **22.1 Applicable law**

The carriage contracts concluded with Condor and these General Terms and Conditions of Business and Carriage are subject to German law.

### **22.2 Venue**

Kelsterbach, Germany will be the judicial venue for claims asserted by passengers that are defined as merchants under the German Commercial Code (HGB), persons who do not have a general venue in Germany, persons who have moved their domicile or usual place of residence following conclusion of the contract to a foreign country, or persons whose usual place of residence is not known at the time the claims are filed. This agreement on the judicial venue does not apply to claims asserted on the basis of the Montreal Convention or Regulation (EC) 261/04.

### **22.3 Dispute Resolution Procedure**

Condor Flugdienst participates in a dispute resolution procedure mediated by a Verbraucherstreitschlichtungsstelle [*consumer conciliation body*]. For disputes related to a private trip, you have the right to contact the neutral, intermodal "Schlichtungsstelle für den öffentlichen Personenverkehr e.V." [*söp / German Conciliation Body for Public Transport*]. The relevant Schlichtungsstelle [*conciliation body*] can be contacted at the following address:

söp Schlichtungsstelle für den öffentlichen Personenverkehr e.V.

Fasanenstraße 81

10623 Berlin



<https://soep-online.de>

[https://soep-online.de/beschwerdeformular\\_flug.html](https://soep-online.de/beschwerdeformular_flug.html)

## § 23 RAIL & FLY

23.1.1 “Rail & Fly” rail tickets can be booked only in conjunction with a Condor flight via Condor seat-only sales outlets either at a travel agent, at [www.condor.com](http://www.condor.com) or via the Condor Service Center. Condor is merely a broker of the carriage services provided by Deutsche Bahn AG and assumes no liability whatsoever for them.

23.1.2 The rail ticket entitles the holder to travel on all trains and routes within the German rail network of Deutsche Bahn AG in the first and second-class including ICE connections. The rail tickets can be used one day prior to the flight departure date, on the actual flight departure date and one day after. When selecting your train connection, kindly note that it must correspond to the direct route between your place of domicile and the departure airport.

23.1.3 We would like to point out that delays to services of Deutsche Bahn AG due to external circumstances can never be completely excluded. You should therefore select your rail connections such that you are able to appear at the check-in counter no later than 180 minutes prior to the planned departure time (in the case of US / Canada flights 240 minutes). You have sole responsibility for your timely arrival at the departure airport.

23.1.4 Cancellation of rail tickets (Rail & Fly) is possible free of charge up to 24 hours prior to your scheduled flight departure. After this time, no cancellation is possible, not even for the return rail journey. As far as the timely cancellation of the tickets is concerned, you are required to notify us of this in writing by returning the original rail tickets supplied to you. The point in time of cancellation depends on the time at which we receive notification of cancellation. The cost of carriage charged by Deutsche Bahn AG is collected by us on behalf of Deutsche Bahn AG.

23.1.5 If purchased online, the “Rail & Fly” product is available only on the German website.

23.1.6 Charges for the “Rail & Fly” tickets can be viewed on the website of Condor ([www.condor.com](http://www.condor.com)).

## § 24 INTERNATIONAL TERMS AND CONDITIONS OF CARRIAGE TO/FROM CANADA

[https://www.condor.com/us/fileadmin/dam/pdf/Condor\\_Airline\\_Tariff\\_Canada.pdf](https://www.condor.com/us/fileadmin/dam/pdf/Condor_Airline_Tariff_Canada.pdf)



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Version dated March 1<sup>st</sup>, 2023, subject to amendment without prior notice.

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63263 Neu-Isenburg  
GERMANY

