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## **General Conditions of Carriage (GCC)**

General Conditions of Carriage (GCC) for Laudamotion GmbH.

### **1. Definitions**

#### **Operating airline**

The operating airline means the airline that operates the booked flight or a part of it on behalf of the airline.

#### **Code-sharing**

Code-sharing means the carriage by an airline other than the airline the carriage was covenanted with.

#### **Flight coupon**

The flight coupon is a part of the air passenger's plane ticket that states the respective places to which the coupon allows carriage.

#### **Air passenger**

An air passenger is any person, with the exception of crew members, who, pursuant to the plane ticket and on the basis of a valid contract of carriage, is carried or is meant to be carried in an airplane.

#### **Airline**

Airline means the airline with which the contract of carriage has been concluded; it may be Laudamotion GmbH or another airline (e.g. Condor Flugdienst GmbH).

#### **Route code/call signal**

The route code/call signal is a code comprising two or three letters identifying an airline.

#### **Plane ticket**

This is the document issued by the airline in electronic or paper form including all flight coupons, air passenger coupons and other coupons stipulating the carriage of the air passenger and their baggage.

#### **Flight diversion**

The issuance of a new plane ticket that covers the carriage to the same destinations, yet via a different route or leg thereof to that stated on the plane ticket held by the air passenger, or the redemption of the flight ticket or leg thereof held by the air passenger for the carriage of the air passenger to the same destination as stated thereon, yet via a different route to that stated thereon.

#### **Dangerous goods**

The goods defined in the IATA Dangerous Goods Regulations (IATA DGR) in their respectively valid version are to be understood as dangerous goods.



### **Force majeure**

Force majeure is given if an external event caused by natural forces or actions by third parties occurs that, according to human insight and experience, is almost unforeseeable and also cannot be prevented by the use of extreme care.

### **Small children**

Toddlers are children under the age of 2 years.

### **SDR**

A Special Drawing Right as defined by the International Monetary Fund.

### **Price**

The price means the final price to be paid by the booking party including all taxes, surcharges and fees, including the pricing conditions for the respective flight, e.g. in the event of rebooking or refunds.

## **2. Area of application**

**2.1** These General Conditions of Carriage apply to conclusions of contracts for the carriage of air passengers and their baggage, including the services associated therewith, by the airlines.

**2.2** In the event of code-sharing or another flight booking where the operating airline is not identical to the airline as the contractual airline, the General Conditions of Carriage of the operating airline shall apply in addition to these General Conditions of Carriage. In the event of deviations, the respective General Conditions of Carriage of the operating airline involved shall take precedence over contradicting provisions of these GCC. The General Conditions of Carriage of other operating airlines may contain further carriage restrictions that deviate from these GCC. The airline operating the flight shall provide further information.

## **3. Booking**

### **3.1 Contact details for communications and information**

All communications and information is processed by the Laudamotion service centre. It can be reached at the following phone numbers:

- From Germany: 0049 (0) 180 690 8070 (20 Cents/call from a German landline, max. 60 Cents/call from a mobile network)
- From Austria: 0043 (0) 720 883 861
- From Switzerland: 0041 (0) 44 542 3119

### **3.2 Contract of Carriage**

The tickets on Laudamotion.com are sold by Condor Flugdienst GmbH. The GTC of Condor  
laudamotion.com



Flugdienst GmbH shall apply. You can access them at:  
<https://www.condor.com/de/fileadmin/dam/agb/de/agb.pdf>

If Laudamotion GmbH is the operating airline, the GCC of Laudamotion GmbH defined in the following shall apply.

## **4. Carriage**

### **4.1 Check-in, non-observance of the check-in times**

**4.1.1** Air passengers are obliged to observe the given check-in times.

- This means that air passengers must be in possession of the boarding card at check-in at the check-in desk at the check-in time that can be viewed on the Internet at [www.laudamotion.com](http://www.laudamotion.com) at the latest, in order to be able to take their flight.
- for unaccompanied minors travelling for whom as per Item 4.4.1.3 an additional service is booked, the deviating check-in times stated under Item 4.4.1.5 shall apply.

**4.1.2** Information about the check-in times of the respective departure airports can be found on the homepage or your booking confirmation. It is advisable to arrive at the check-in desk much earlier than the given check-in time so that a timely check-in is not endangered by any queues for example. This applies in particular for air passengers whose booking requires special assistance by the airline, such as the carriage of passengers in a wheelchair (Item 4.5.1.13), the carriage of animals in the hold (Item 4.5.3) or the carriage of children travelling unaccompanied (Item 4.4.1.3 – 4.4.1.7).

**4.1.3** Upon non-observance of the check-in times, air passengers shall lose their right to carriage on this flight.

**4.1.4** Insofar as a late night check-in is offered at the airport concerned, the airline shall charge a separate fee at the check-in counter for this as per the fee table valid at the time of the late night check-in, which can be viewed at [www.laudamotion.com](http://www.laudamotion.com). Such a fee does not apply to children under the age of 12 years.

### **4.2 Boarding, minimum boarding times**

**4.2.1** The scheduled departure times can be found in the respective confirmation of booking.

**4.2.2** Air passengers are obliged to arrive at the gate ready for boarding at the boarding time stated on the boarding card or at the check-in counters at the latest with a valid boarding card.

**4.2.3** Upon non-observance of the boarding time, air passengers shall lose their right to carriage on this flight.

### **4.3 Travel documents**

**4.3.1** All air passengers are themselves responsible for the observation of all regulations (e.g. passport, visa and health regulations, including those for animals being taken along) associated with travelling.

**4.3.2** The carriage of an air passenger by the airline or the operating airline shall only take place upon presentation of full and valid travel documents as well as a valid passport/ID card/visa or, upon loss of the original documents, equivalent replacement documents in the course of a timely check-in. This shall also apply to animals taken along.

**4.3.3** The obligation to present a suitable piece of identification shall also apply to children and toddlers (child's ID or passport). Minors under the age of 14 of a Spanish nationality are exempt from the obligation to present their own piece of identification on flights within Spain only. It is advisable to have the booking number at hand at the check-in. Special entry requirements may apply for children travelling depending on the destination country chosen (e.g. the USA). Further information can be obtained from the foreign missions of the country involved or from the Federal Ministry for Europe, Integration and Foreign Affairs (Foreign Office).

**4.3.4** The airline or the operating airline are entitled to deny carriage if the entry requirements of the destination country have not been fulfilled or if country-specific travel documents/proof cannot be presented.

**4.3.5** In the event of non-fulfilment of entry or exit requirements, especially due to incomplete or objectionable travel documents, the airline or the operating airline is entitled to deny the carriage or further carriage and to invoice the air passenger all costs and damages resulting from this.

**4.3.6** Air passengers cannot derive any claims for compensation, the reimbursement of expenses or other claims against the airline or the operating airline from the loss of the right to carriage due to the non-observation of entry or exit requirements.

### **4.4 Carriage of air passengers**

#### **4.4.1 Carriage of toddlers, children**

**4.4.1.1** In order to prevent health hazards, it is advisable to refrain from flying with new-born babies younger than 7 days' old.

**4.4.1.2** The carriage of one toddler without their own seat per adult traveller is permitted. Only one toddler is permitted per each row of seats. Toddlers may be carried in their own

child seat on an additionally booked seat. The child seat must be attached using the safety belt on the plane seat for the entire flight. The child seats currently generally accepted for use in planes are: Römer King Quickfix, Maxi Cosi Mico, Maxi Cosi City, Storchenmühle Maximum, Luftkid, as well as alternatively officially approved child restraint systems (CRDS), which (1) are approved and labelled accordingly by an authority of a JAA member state, the FAA or Transport Canada for the sole use in aircraft, (2) are approved for use in vehicles as per UN ECE R 44-03 or a more recent version, (3) are approved for use in vehicles and aircrafts as per the Canadian CMVSS 213/213.1, or (4) are approved and labelled accordingly for the use in vehicles and aircraft as per US FMVSS No. 213. Upon advance reservation, in individual cases, the approval of other child seats is possible. In all cases, the child seat must be officially approved (certified) and labelled accordingly. You can obtain further information under “Your flight with us/travelling as a family” at [www.Laudamotion.com](http://www.Laudamotion.com) or when or when registering at the service centre of Laudamotion under the contact details stated under Item 3.1.

**4.4.1.3** The carriage of unaccompanied minors aged between 5 and 11 years (“unaccompanied minors”) is only possible if they have been registered in advance with the airline, however 48 hours prior to the scheduled departure time at the latest and after carriage has also been confirmed by the airline. A child traveller aged between 5 and 11 years accompanied by a person aged at least 16 is not deemed as an unaccompanied child traveller in the meaning of Items 4.4.1.3 - 4.4.1.7. The services for unaccompanied child travellers can also be booked for children between the ages of 12 and 16 years.

**4.4.1.4** Unaccompanied minors will be carried if an official passport or piece of identification with a photo is presented at check-in. In certain countries, the parents/legal guardians must produce a written declaration of consent at the check-in desk. If the legal guardians/parents are divorced or separated, written confirmation by each legal guardian/parent must be produced. Special regulations apply for certain countries. Further information is available via the service centre of Laudamotion under the contact details stated under item 3.1. The name of the person collecting the minor at the airport of destination must be stated at check-in. The legal guardians/parents must wait at the airport until the plane has departed.

**4.4.1.5** A check-in time of 60 minutes prior to the scheduled departure time shall apply to unaccompanied minors for whom the additional service as per Item 4.4.1.3 has been booked for short and medium range flights in deviation to 4.1.

**4.4.1.6** For the carriage of unaccompanied minors, a separate processing fee will be charged as per the fee table valid at the time of the booking per service per flight, which can be viewed at [www.laudamotion.com](http://www.laudamotion.com).

**4.4.1.7** With transit flights, the airline shall provide an escort and custodian for unaccompanied minors via one of its hubs, insofar as the duration of transit does not exceed 2 hours. Otherwise, carriage will be denied, apart from in cases where the transit duration exceeding 2 hours occurs within one booking of the airline.

#### **4.4.2 Carriage of expectant mothers**

**4.4.2.1** For reasons of safety and for the prevention of health hazards, the following shall apply to the carriage of expectant mothers:

- the airline shall carry expectant mothers up to 4 weeks before the expected due date; the airline may demand the presentation of a doctor's note from which it can be taken that the 36th week of pregnancy has not yet been exceeded.
- Carriage is ruled out in the 4 weeks prior to the expected due date.

**4.4.2.3** In some countries, more restrictive regulations on the carriage of expectant mothers may apply. It is advisable to obtain information in good time prior to the departure data from the service centre of Laudamotion under the contact details stated under Item 3.1.

#### **4.4.3 Carriage of air passenger with a plaster cast**

**4.4.3.1** Air passengers with a plaster cast will be advised that a carriage within the first four (4) days of putting on the plaster cast, irrespective of whether the plaster cast is worn closed or open, is associated with significant health hazards and the airline can, for this reason, deny the carriage of an air passenger. In deviation of this, however, the airline can in individual cases allow a carriage of an air passenger as an exception, insofar as this is medical transportation or, when boarding the flight, the air passenger produces a doctor's note, according to which no health hazards are to be expected from carriage with an open or closed plaster cast.

**4.4.3.2** If the plaster cast has been worn for at least four (4) days without complication, the air passenger can be carried with a plaster cast. With a closed plaster cast, however, a splitting of the plaster cast is strongly recommended from a medical point of view.

**4.4.3.3** If the air passenger requires extra space on the plane because of the plaster cast, prior announcement is required in all cases. This must be given 48 hours prior to boarding the flight at the latest, otherwise the airline is entitled to deny the carriage on a case-to-case basis in accordance with Item 7.1.1.

#### **4.4.4 Carriage of air passengers with special needs or limited mobility**

According to Section 4 Subsection 2 of the EC Directive No. 1107/2006, the airline can demand that a special needs air passenger or an air passenger with limited mobility is accompanied by another person who is able to provide the help this special needs air passenger or this person with limited mobility requires.

#### **4.4.5 Carriage of air passengers at emergency exits (XL seats)**

Seats at emergency exits are subject to special safety regulations under community law. The airline is thus entitled to deny the booking of this seat category to the following groups of people:

- Expectant mothers
- Minors and toddlers (up to and including 14 years of age)
- Persons with physical and/or mental health issues
- Persons who transport pets in the cabin or
- Persons who are limited in mobility due to their physical size, illness or for age reasons
- Persons who neither speak German nor English

## **4.5 Carriage of baggage and animals**

### **4.5.1 Allowed baggage**

#### **4.5.1.1 Appropriate packing**

The airline or the operating airline can refuse to accept baggage if it is not packed such that the safe carriage of it cannot be ensured. The air passenger is responsible for packing the baggage appropriately that the checked-in baggage as well as all the items contained therein survive transportation without being damaged.

#### **4.5.1.2 Baggage tag**

The baggage tag handed over to the air passenger serves as disputable proof of the weight and number of pieces of baggage checked in. It is recommended that the inside and the outside of the baggage is labelled with the name and address of the air passenger.

#### **4.5.1.3 Claiming baggage**

Air passengers are obliged to claim their baggage as soon as it is released by the airline or the operating airline. The airline is entitled to invoice the air passenger for storage costs incurred to them for baggage that is intentionally not claimed by the air passenger or the acceptance of which has been wrongly denied.

#### **4.5.1.4 Customs duty**

The air passenger is responsible for settling any customs duties in correlation with their baggage.

#### **4.5.1.5 Lost and found**

In the event of delay, loss, destruction or damage to baggage after landing, it is advisable to go immediately to the lost and found desk of the respective airport of arrival.

#### **4.5.1.6 Free baggage/hand luggage**

##### **4.5.1.6.1 Free baggage**





In the scope of air carriage, the air passenger is allowed to take a certain amount of baggage as free baggage. The free baggage limitations result from the flight ticket or the announcement that is at the basis of their offer to conclude a Contract of Carriage by Air. The carriage of baggage exceeding the free baggage restrictions as well as the carriage of special baggage is subject to a charge. Random controls of the air passengers' baggage shall be conducted at the check-in desk.

When using feeders of other airlines to the Laudamotion GmbH flight or an operating airline used on behalf of Laudamotion GmbH, the General Conditions of Carriage and baggage regulations shall apply for the entire feeder route of the operating airline. Insofar as the air passenger has booked special services on a route of Laudamotion GmbH or has registered special baggage, this reservation shall only apply to the route operated by Laudamotion GmbH. The same shall apply to concessions or benefits based on the booking in the Premium Class of Laudamotion GmbH. If the carriage is performed by a code-sharing partner of Laudamotion GmbH, the specifics as per Item 2.2 shall apply.

Fees for the transportation of excess, special and sports baggage can be viewed on the website of Laudamotion GmbH ([www.laudamotion.com/gepaeckgebuehren](http://www.laudamotion.com/gepaeckgebuehren)).

In the event that the air passenger has left baggage at the check-in desk or at the gate, neither Laudamotion GmbH nor an airline operating on their behalf shall assume liability for this baggage. Should costs be incurred for the baggage left behind by the air passenger or for the storage or disposal of it, these costs are to be borne by the air passenger.

#### **4.5.1.6.2 Hand luggage**

The air passenger may take one piece of hand luggage on board up to the maximum weight in the scope of their booked class for free. Furthermore, air passengers are permitted to take a small handbag, a laptop including case, an umbrella and a necessary walking aid on board. The dimensions of the hand luggage must not exceed 55 x 40 x 20 cm. As soon as the permitted maximum weight or permitted dimensions for hand luggage are exceeded, Laudamotion GmbH is permitted to demand a surcharge for excess baggage. Furthermore, the ground personnel or flight crew of Laudamotion GmbH or of the airline operating on their behalf are obliged for safety reasons to stow impermissible baggage in the hold with the other baggage. In the event that of non-observation of weight and size restrictions, neither Laudamotion GmbH nor an airline operating on their behalf are liable for valuables and fragile items that are in the surrendered hand luggage.

In all events, the air passenger's hand luggage must fit under the seat in front or in the overhead compartments. If the hand luggage does not fulfil these requirements or does not correspond with safety requirements, air passengers shall lose their right to carriage on this flight, it will have to be carried as checked-in baggage. Items that are then not suitable for transportation in the hold (e.g. delicate musical instruments), will be accepted for carriage in the cabin if Laudamotion GmbH or the airline operating on their behalf has been informed in

advance and have been accepted by us for carriage. In such a case, the carriage of this special baggage is subject to a charge.

As per the EC Directive 1546/2006, air passengers may only take on board of all flights that depart in Europe (also on flights abroad) liquids, pressurised vessels (e.g. sprays) pastes, lotions and other gel-like substances of only up to a maximum amount of 100 ml per unit in their hand luggage. The decisive factor is the amount printed on them and not the amount contained. The individual vessels must fully fit into a transparent plastic bag with a maximum capacity of 1 l and will be controlled during the security check. Only one bag is allowed per air passenger. Special regulations shall apply to medications and baby food. Various non-EU states have passed identical or similar regulations. Passengers can obtain more details from Laudamotion GmbH or from their authorised agent.

#### **4.5.1.7 Excess and special baggage**

Excess baggage is every piece of luggage that exceeds the free luggage limit either in weight and/or in number.

Special baggage is every piece of luggage that is not deemed normal luggage based on its dimension (e.g. oversized and bulky luggage), even if it lies under the free baggage limit weight-wise. Sports baggage is also deemed as special baggage.

#### **4.5.1.8 Maximum weight**

The weight of individual pieces of luggage must not be more than 32 kg (special baggage excepted). Further information can be obtained from the service centre of Laudamotion GmbH under the contact details stated under Item 3.1.

**4.5.1.9** With baggage that exceeds the free luggage limit, an additional carriage fee (excess baggage fee) will be charged, subject to deviating agreements, which can be viewed in the fee table valid at the time of booking at [www.laudamotion.com](http://www.laudamotion.com). The excess baggage fee must be paid prior to departure in all cases.

**4.5.1.10** The airline or the airline operating on their behalf are at liberty at all times to decide on a case-to-case basis whether excess or special baggage will be carried. The basis for the decision about the carriage of excess and special baggage is the available hold capacity as well as security and work protection regulations. Excess and special baggage can thus be restricted in its amount or ruled out entirely from being transported. Air passengers cannot derive any claims for compensation, the reimbursement of expenses or other claims against the airline or the operating airline from the non-carriage of excess or special baggage. A right to carriage of booked excess and special baggage as per Item 4.2.1.12 shall only exist beyond this if the airline confirms the booking of it.

**4.5.1.11** Sporting guns, hunting guns and corresponding ammunition as well as all items that look like weapons, ammunition or potentially explosive substances or are labelled as such must be reported to the airline prior to boarding. An early arrival at the check-in counter on

the day of departure is recommended. The airline or the operating airline only allow the carriage of such items if they are carried as freight or checked-in baggage in accordance with statutory regulations on the carriage of dangerous goods. An air passenger may only take a gross amount of 5 kg ammunition (of the subclass 1.4S, UN0012 or UN0014) per person. Further information will be provided upon registration. A special fee will be charged for the carriage of weapons, which can be viewed in the fee table valid at the time of registration at [www.laudamotion.com](http://www.laudamotion.com).

**4.5.1.12** It is possible to take along one (1) wheelchair per special needs air passenger and to mention this when booking. Electric wheelchairs can only be carried with restrictions due to restricted hold capacities. They must be checked in in a condition that ensures their safe handling and carriage. The carriage of medical devices and mobility aids including electric wheelchairs can only be guaranteed if they are reported 24 hours prior stating the dimensions and weight, if there is enough room on board and the carriage of them does not contradict pertinent regulations on hazardous goods. Further information will be provided upon registration.

**4.5.1.13** The following medical aids can be carried as an additional piece of luggage with a max. of 20 kg in weight at no extra charge, insofar as they are registered at the service centre of Laudamotion by telephone under the contact details stated under Item 3.1 and, on a case-to-case basis, the medical necessity is proven by way of a doctor's note prior to departure:

- Breathing apparatus, asthma devices, inhalers
- Catheters
- Dressing material (with plaster casts, the particular features of Item shall apply)
- Walking aids (crutches, walking frames)
- Sanitary products (nappies), stomas
- Shower/toilet seat, sliding board for wheelchair users
- Protheses
- Dialysis machine, defibrillator, lymphatic drainage machine, stimulation current therapy unit
- Aspirator, irrigators
- Medication and syringes
- Bicycle for special needs persons, therapy bicycle, wheelchair bicycle.

Further medical aids can only be permitted in exceptional cases upon request under the same requirements. All enquiries regarding the carriage of oxygen must be made in writing by email to [specialassistance@laudamotion.com](mailto:specialassistance@laudamotion.com). Emergency suitcases for doctors are excepted from this regulation and can only be taken on board as hand luggage. Aids such as cosmetics, cosmetic care products, underwear or similar will also be accepted with a doctor's note as not being special baggage.



## **4.5.2 Carriage of sports baggage**

**4.5.2.1** The carriage of sports baggage is subject to a charge and must be reported. The amount of the respective sports baggage fees can be viewed in the currently valid fee table at [www.laudamotion.com](http://www.laudamotion.com).

**4.5.2.2** The air passenger must report the sports baggage for carriage up to 8 hours prior to departure at the service centre of Laudamotion under the contact details stated under Item 3.1 In the event of a late or lack of report, the general fee regulations for baggage carriage shall apply. In the event of a lack of registration or the lack of positive confirmation of the booking by Laudamotion GmbH, the air passenger shall have no right to carriage of their sports baggage. Air passengers cannot derive any claims for compensation, the reimbursement of expenses or other claims against the airline or the operating airline from the non-carriage due to the lack of registration or lacking positive confirmation of the booking.

**4.5.2.3** Sports equipment must be packed separately. The airline recommends checking in sports equipment in firm packaging. The sports equipment must be recognisable as such at the check-in. The airline shall not be liable for any damage to sports equipment or sports baggage to the extent it was probably caused by insufficient packaging.

**4.5.2.4** For the following sorts of equipment the following provisions shall apply in addition :

- If diving equipment is taken along as baggage, the belts must be without lead weights; compressed air cylinders will only be carried when empty. For the carriage of diving torches, the heat-generating component or the battery must be packed separately to prevent it from being switched on during carriage. Every disassembled battery must be secured against short-circuiting.
- Bicycles with an auxiliary motor or electric motor are deemed a hazardous good and are excluded from being carried as baggage. Special conditions shall apply for disabled, therapy and wheelchair bicycles as per Item 4.5.1.13.
- Golf trolleys with lithium batteries/rechargeable batteries are deemed a dangerous good and are excluded from being carried as baggage.

## **4.5.3 Carriage of animals**

**4.5.3.1** The carriage of animals is subject to the approval by Laudamotion GmbH and the airline used to operate where applicable and is subject to a fee. The respective fees can be viewed in the fee tables valid at the time of registration at [www.laudamotion.com](http://www.laudamotion.com). The carriage of rodents (e.g. hares, rabbits, hamsters, mice, rats, etc.) is forbidden both in the cabin and in the hold. The statutory regulations on the transportation of animals shall apply. Reference is given to the EC Directive No. 576/2013 on the shipment of domestic animals for purposes other than for commercial purposes

#### **4.5.3.1.1 Animals in the cabin**

Animals must be transported in a suitable, closed, escape-proof as well as continuously hygienically clean, flexible container, e.g. bag (dimensions of the container: 55 cm x 40 cm x 20, up to 6 kg in weight incl. the container) species-appropriate, i.e. with sufficient free space, and must not leave the container during the flight. The container must not be placed on the seats and must be pushed under the seat in front. Animals may not be transported in hard-top containers in the cabin. Solely flexible containers ("soft boxes") may be used for the transportation inside the cabin.

#### **4.5.3.1.2 Animals in the hold**

Animals must be transported in a suitable, closed, escape-proof as well as continuously hygienically clean, stable container (hard-top box) (maximum width of the container: 75 cm) species-appropriate, i.e. with sufficient free space and must not be let out during carriage.

**4.5.3.2** A right to carriage of the animal shall only exist if reported upon booking and confirmed by the airline and if the transportation box fulfils the requirements stated above. If the animal is to be carried in the hold, it will also have to be handed in at the check-in counter 120 minutes prior to departure at the latest (short- and medium-range flight) The air passenger themselves is responsible for all necessary vaccination and health records as well as entry documents being valid and up-to-date. Depending on the country, different restrictions can apply to the entry and exit of animals. For this reason, the carriage of animals can be generally denied on certain flights (e.g. flights to/from Great Britain/Ireland). Further information about the carriage of animals as well as about any carriage restrictions can be obtained from the service centre of Laudamotion GmbH under the contact details stated under Item 3.1.

**4.5.3.3** A right to carriage of a guide dog shall only exist if the intended carriage is registered upon booking and is confirmed by the airline. The carriage of a guide dog is free of charge. Depending on the country, different restrictions can apply to the entry and exit of animals. For this reason, the carriage of guide dogs can be generally denied on certain flights (e.g. flights to/from Great Britain/Ireland). The same applies to assistance or therapy dogs. Further information about the carriage of animals as well as any carriage restrictions can be obtained from the website of Laudamotion under "Animal transportation" as well as from the service centre of Laudamotion under the contact details stated under Item 3.1

#### **4.5.4 Unpermitted baggage**

**4.5.4.1** The carriage of hazardous goods is fundamentally prohibited on all flights of the airline or the airline operating on behalf. There are hazardous goods that the air passenger may carry safely in hand and passenger luggage under observance of the IATA Hazardous goods regulations.

The updated regulations can be viewed at [www.laudamotion.com/preparations/baggage/dangerous-items](http://www.laudamotion.com/preparations/baggage/dangerous-items) or available on request at the

service centre of Laudamotion GmbH under the contact details stated under Item 3.1. The air passenger must observe any possible deviations the airline may have from the IATA Hazardous Goods Regulations under Items 4.5.4.2 and 4.5.4.3.

**4.5.4.2** The air passenger may not carry the following items in particular:

- Items that are able to endanger the airplane, pieces of equipment on board or persons, in particular explosive materials, compressed gases, oxidising, radioactive, corrosive or magnetic materials, highly flammable substances, poisonous or aggressive substances or liquids of any kind, i.e. all items or substances that are classified as hazardous goods according to the provisions of the dangerous Goods Regulations;
- Items that are unsuitable for carriage due to their weight, size or nature;
- Air passengers are not allowed to carry weapons of any kind in their hand luggage or on their person, especially firearms, cutting weapons or thrusting weapons, as well as pressurised vessels that can be used for attack or defence purposes. The same applies to ammunition and potentially explosive substances of any kind. Air passengers are entitled to take 1 gas lighter on their person. Camping cooker and cartridges containing flammable liquids are forbidden as luggage in principle.

**4.5.4.3** For the carriage of the following listed items the following shall apply:

- Individual lithium batteries or rechargeable lithium batteries passengers have on them (as commonly found in electronic consumer goods such as laptops, mobile phones, watches, cameras etc.) may solely be carried in hand luggage. A maximum of two single lithium batteries or rechargeable batteries with a wattage per hour of 160 Wh as replacement batteries may be carried. The taking along of individual batteries or rechargeable batteries with a wattage per hour of 100 W/h to 160 W/h onto the plane shall require prior permission by the airline. These batteries must each be secured against short-circuiting. Further details on the carriage of batteries and rechargeable batteries can be viewed in the safety notices on the Internet.
- toy guns and fake guns (made from plastic or metal), catapults, cutlery, razor blades (both safety and open blades), common toys that could be used as a weapon, knitting needles, sports bats and other sports and leisure time equipment that could be used as a weapon (e.g. skateboards, fishing rods or paddles) as well as pointed or cutting objects may only be carried in checked-in baggage. The same applies to nail scissors, file, tail combs and syringes (other than for proven medical purposes as per Item 4.5.1.14) as well as to candles containing gel, shoe insoles containing gel, snow globes or similar decorations, irrespective of the size or amount of liquid. In order to prevent injuries, all pointed or sharp items are to be secured in the checked-in luggage and packed safely.
- E-cigarettes may only be carried in hand luggage or in pockets.

**4.5.4.4** It is advisable to not carry any fragile or perishable items, items of particular value such as money, jewellery, precious metals, gems, laptops, cameras, mobile phones,

navigation or other electronic devices, bonds, (share, etc.) as well as other valuables or documents, samples, pieces of identification, house or car keys, medications or liquids in the luggage to be checked-in. In order to prevent damage to the safety lock in the course of security checks (mainly in international holiday travel to and from the USA), it is further advised to leave luggage to be checked-in unlocked or to check it in with the so-called TSA lock developed by the American Transportation Security Administration.

Laudamotion or the airline used to operate on their behalf shall not be liable for damages to or loss of items that are wrongfully contained in checked-in luggage in contradiction of the above-mentioned provisions as per Article 20 of the Montreal Convention. This shall also apply to subsequent damages and immediate damages that may result from the transportation of such items in checked-in luggage.

## **5. Non-carriage, cancellation, delay**

### **5.1 Restriction and refusal of carriage**

**5.1.1** The airline or the operating airline is entitled to refuse or prematurely cancel the carriage or further carriage of an air passenger and/or their baggage in particular if:

- the plane, a person or items on board are at risk due to the behaviour of the air passenger in question;
- crew members are hindered in exercising their duty;
- instructions by the crew, in particular with regard to smoking or consuming alcohol are disregarded;
- the behaviour of the air passenger exposes other air passengers to unreasonable stress situations, property or personal damages;
- there is reasonable suspicion that the air passenger may act in one of the aforementioned ways; the carriage would breach applicable law or regulations or conditions of the country of departure or arrival to be applied or those of the country being flown over at that point in time;
- the air passenger refuses body or luggage checks that may be necessary for security reasons;
- the air passenger is not in position of valid or proper travel documents, they destroy their travel documents during the flight or refuse to surrender their travel documents at request to the crew members in return for a written confirmation of receipt;
- the air passenger does not observe the rules and regulations necessary for the performance of the flight (e.g. passport, visa and health regulations), also for animals travelling with them;
- the air passenger is denied entry into a country;
- the air passenger cannot prove at the check-in or when boarding that they are the person stated as the air passenger in the booking;
- the flight price, taxes, fees or surcharges, including those for previous flights, have not been paid;



- the air passenger breaches safety-relevant instructions of the airline or the operating airline or instructions in the scope of company regulations;
- the air passenger takes along unpermitted baggage as per Item 4.5.4;
- the content of the baggage cannot be established without a doubt;
- there is reasonable suspicion that the content of the baggage is hazardous goods;
- the air passenger breaches Item 4.5.3 upon the carriage of animals;
- upon boarding the flight with a plaster cast, the air passenger does not fulfil the requirements defined in Item 4.4.3;
- the air passenger has not registered the extra space required due to a plaster cast in a timely manner as per Item 4.4.3.3;
- the air passenger does not observe the check-in times or the boarding times to be observed as per Item 4.2,
- the carriage of the air passenger was associated with significant health hazards
- as well as in all other cases stated in the GCC.

**5.1.2** The airline or the operating airline is entitled to remove air passengers from the plane at any place or to refuse their further carriage for the entire route, if this appears to be necessary for the flight to take place safely and for the protection of air passengers and crew. Furthermore, the pilot in command is entitled to take all other necessary and proportionate measures to maintain or re-establish safety and order on board. Unlawful acts on board will be pursued by criminal and civil law.

**5.1.3.** Air passengers cannot derive any claims for compensation, the reimbursement of expenses or other claims against the airline or the operating airline from the refusal or the premature cancellation of the carriage or further carriage.

## **5.2 Delays, changes in flight times and cancellations**

**5.2.1** The airline shall undertake everything possible to carry air passenger and baggage on time. The airline strives to reduce changes in flight times to a minimum and to inform all air passengers of such changes as early as possible. According to local law, route changes and/or cancellations due to security aspects or impairments may be imposed by authorities at short notice.

**5.2.2** In the event of changing to another airline, the airline is obliged, irrespective of the reason for the change, to take all appropriate steps so that the air passengers are informed about the change and identity of the other airline as soon as possible. In any case, the air passengers will be informed at check-in, at the latest, however, when boarding EC Directive No. 2111/2005.

**5.2.3** In the vent of delays and cancellations, the airline shall render compensation and assistance services upon statutory requirements being on hand as per EC Directive No. 261/2004.

## **6. Conduct on board, on-board sales**



**6.1** Air passengers are obliged to follow the crew's instructions.

**6.2** Air passengers must behave on board in such a way that

- neither the plane nor persons or items on board are put at risk;
- crew members are not hindered in exercising their duties;
- other air passenger or the flight crew do not suffer any property or physical damage and are not exposed to any unreasonable stress situations;
- they do not breach any safety-relevant instructions by the airline or the operating airline or any instructions in the scope of company regulations.

**6.3** For safety reasons, the use of private electronic devices with a transmission or receiver unit brought on board (e.g. laptops, notebooks, tablets, e-books, mobile phones) is only permitted during the flight if the flight mode is activated or all transmission and receiver functions are deactivated. Bluetooth accessories (e.g. wireless keyboards, headphones) may only be used during the flight but not during take-off and landing. During the presentation of safety instructions, no electronic devices may be used whatsoever.

## **7. Liability/legal notices**

**7.1** The respectively valid statutory provisions in connection with the regulations laid down in the Montreal Convention on the standardisation of rules covering the carriage in international air traffic pertaining to damage to body and life of an air passenger as well as their baggage shall apply. Apart from damage to body or life or the breach of essential contractual obligations, the fulfilment of which is indispensable for the proper execution of the contract and in the observation of which the air passenger may by rule trust, the airline or the airline acting and operating on their behalf is only liable for damages if they are caused by them intentionally or gross negligently; the provisions of the Montreal Convention or other subordinate liability provisions, in particular the EC Directive No. 261/2004 shall remain unaffected. Any complaints and queries regarding baggage should be brought forward at Lost and Found upon arrival. Otherwise, damages can be asserted in writing within the deadlines given by the Montreal Convention. A corresponding complaint must be submitted using the online complaints form at [www.laudamotion.com](http://www.laudamotion.com) or in writing to Laudamotion, c/o Condor Flugdienst GmbH, Condor Platz, 60549 Frankfurt, Germany. It is advisable to carry valuables, medication, perishable goods or fragile items in the hand luggage. The information about liability limitations listed on the plane ticket shall apply. Unless otherwise defined in the preceding text, the exceptions from the Montreal Convention and the national law to be applied shall apply without limitation.

**7.2** Should a means of transport other than an aircraft be used for part of the journey (e.g. Rail&Fly), the provisions to be applied to the means of transport in question shall apply for this part of the journey (Section. 38 Subsection. 2 Montreal Convention).

### 7.3 Reference to the change in the EC Directive No. 2027797 of the Supervisory Board on the liability of airlines in the event of accidents as per the appendix to the EC Directive No 889/2002

- The liability of airlines for air passengers and their baggage: These instructions summarise the liability rules that airlines of the European Community have to apply according to the statutory provisions of the European Community and the Montreal Convention.
- Damages in the event of death or physical injury: There are no maximum amounts for liability in the event of the death of or physical injury to air passengers. For damages up to a total of 113,110 SDR (amount rounded off in local currency), the airline cannot raise any objections to claims for compensation. Claims exceeding this amount can be turned down with proof that they acted neither intentionally nor otherwise culpably.

Advance payments: if an air passenger is killed or injured, the airline must make an advance payment within 15 days of establishing the person entitled to compensation, to cover the immediate economic needs, In the event of death, this advance payment shall amount to no less than 18,096 SDR (amount rounded off in local currency).

- Delays in the carriage of air passengers: The airline is liable for damages caused by delays in the carriage of passengers, unless all reasonable measures were taken to prevent damages or the taking of these measures was impossible. The liability for damages caused by delays in the carriage of air passengers is limited to 4,694 SDR (amount rounded off in local currency).
- Delays in the carriage of baggage: The airline is liable for damages caused by delays in the carriage of baggage, unless all reasonable measures were taken to prevent damages or the taking of these measures was impossible. The liability for damages caused by delays in the carriage of baggage is limited to 1,131 SDR (amount rounded off in local currency).
- Destruction of, loss of or damage to baggage: The airline is liable for the destruction of, the loss of or the damage to baggage up to a total of 1,131 SDR (amount rounded off in local currency). In the case of checked-in baggage, there is liability in place regardless of negligence or fault unless the baggage was already damaged. In the case of hand luggage, the airline is only liable for culpable conduct.
- Higher liability limits for baggage: A higher liability limit shall apply if the air passenger makes a special declaration at check-in at the latest and pays a surcharge.
- Complaints about baggage: In the event of damage to, delay in, loss of or destruction of baggage, the air passenger must make a complaint to the airline in writing as soon as possible. In the event of damage to checked-in baggage, the air passenger must make a written complaint within seven days; with delay baggage within 21 days of it being provided to them.
- Liability of the contractual and the operating airline: If the operating airline is not identical to the contractual airline, the air passenger can direct their complaint or



claims for compensation to either of the companies. If the name or code of an airline is stated on the plane ticket, then this is the airline concluding the contract.

- Periods for filing an action: Court actions for compensation must be filed within two years, commencing on the day of arrival of the plane or on the day the plane should have arrived.

Basis of this information: These provisions are based on the Montreal Convention dated 28 May 1999 that was implemented in the European Community by the EC Directive No. 2027/97 in the version amended by the EC Directive No. 889/2002 and by national statutory provisions of the Member States.

If the recipient accepts checked-in baggage without reservation, this gives reason for the disputable assumption that it has been delivered in an undamaged condition and according to the carriage note. The airline's liability is limited to proven damage in all cases. The damage to be compensated for can be reduced by contributory negligence. Reference is made in addition to the liability provision in Section 20 of the Montreal Convention.

#### **7.4 Information as per EC Directive No. 261/2004:**

If you are denied boarding due to overbooking, flight cancellation or a delay of at least 2 hours, the legislation named above gives you the rights set out below. This is essential information but does not form the basis for a claim for damages and cannot be used to establish liability under the Montreal Convention. The rights under the regulation only apply if you have a reservation on the affected flight, have presented for check-in at the required time or, where no time is indicated, no later than 45 minutes before departure, and have reserved your ticket at a price available to the general public. In the event of a delay of more than 2 hours on flights of up to 1,500km, more than 3 hours On flights between 1,500 to 3,500 km, or more than 4 hours on flights over 3,500 km, you are entitled to assistance in the form of drinks and meals in accordance with your class of carriage and, depending on how long you must wait, 2 telephone calls, faxes or emails, and hotel accommodation if the flight will not take off until the next day. Should the provision of assistance further delay the flight, this shall generate no additional entitlement. In the event of a delay of more than 5 hours, you are entitled to choose not to fly and instead claim reimbursement of the cost of your ticket within 7 days. If you did not reach your destination due to the delay, you are also entitled to transport back to your point of departure at the earliest possible time. In the event of overbooking you are entitled to drinks and meals. We may also offer you alternative transportation to your destination airport in comparable conditions. If you choose not to travel you are entitled to reimbursement of the ticket price. You are also entitled to compensation depending on the flight distance and destination. This compensation is 250 Euro per passenger for flights of up to 1,500 km; 400 Euro per passenger for flights over 1,500 km between EU member states or for other flights between 1,500 km and 3,500 km; and 600 Euro per passenger for all other flights. A 50% discount is applied to this compensation if we can offer you an alternative flight to your destination airport that arrives, depending on distance, no later than 2, 3 or 4 hours, respectively, compared to your original arrival time.



You lose your entitlement to the compensation and assistance as outlined above if you are denied boarding in accordance with existing statutory provisions. If a scheduled flight is cancelled you have the same rights to assistance, compensation and reimbursement of the ticket price as for denial of boarding under the stated conditions. These rights do not apply where the cancellation is due to exceptional circumstances which could not be avoided despite taking all reasonable steps. Your right to compensation also does not apply if we inform you of the flight cancellation at least 14 days before departure, or between 14 and 7 days before departure if take-off is delayed by no more than 2 hours and arrival by no more than 4 hours, or fewer than 7 days before departure if take-off is delayed by no more than 1 hour and arrival by no more than 2 hours. Laudamotion hereby declares that compensation payments for damage claims, on whatever legal basis, will be offset. The competent appeals body in Austria for the purposes of the regulation is the Agency for Passenger Rights, Flights Division, Linke Wienzeile 4/1/6, 1060 Vienna.

#### **7.5 Information as per the EC Directive No. 2111/2005:**

Irrespective of the way a booking is made, the airline shall inform of the identity of the operating airline/s. If the identity of the operating airline is not yet known at the time of booking, the airline shall ensure that the air passenger is informed of the name of the airline/s that will probably be acting as the operating airline. In this event, the airline ensures the air passenger is informed about the identity of the operating airline/s as soon as the identity is given. If the operating airline is changed after the booking, the airline will immediately take all appropriate steps to ensure that the air passenger is informed about the change as soon as possible, irrespective of the reason for the change. In any event, the air passengers will be informed at the check-in or, if there is no need for a check-in with a transit flight, when boarding.

**7.6 Note:** this information is required as per EC Directive No. 889/2002, EC Directive No. 261/2004 and EC Directive No. 2111/2005. This information does not represent a basis for claims for compensation, nor can it be used to interpret the provisions of the Montreal convention.

#### **7.7 Information regarding out-of-court settlement of disputes (arbitration):**

In cases of a maintained breach of EC Directive No. 261/2004 and/or the EC Directive No. 1107/2006, Laudamotion GmbH will cooperate in arbitration before the Agentur für Passagier- und Fahrgastrechte (apf). Further information about the Agentur für Passagier- und Fahrgastrechte can be found at: [www.apf.gv.at](http://www.apf.gv.at).

#### Contact arbitration board:

apf - Agentur für Passagier- und Fahrgastrechte

Linke Wienzeile 4/1/6

1060 Vienna



Tel.: +43 (0)1/50 50 707 – 740

E-mail: [flug@apf.gv.at](mailto:flug@apf.gv.at)

[www.apf.gv.at](http://www.apf.gv.at)

Furthermore, as per Section 14 Subsection 2 of the EU Directive No. 524/2013 of the European Parliament and the Council dated 21 May 2013 about the online arbitration of disputes under consumer law, it is pointed out that it is possible to use the OS platform run by the European Commission for consumer disputes resulting from a contract concluded online. This can be accessed using the following link: <http://ec.europa.eu/odr>.

Information about ways of making complaints for people with special needs (only applicable for Spain):

Due to the General Law for the Protection of Consumers and Users as well as other supplementary laws in the Kingdom of Spain that was passed by the Royal Law Decree 1/2007 on 16 November and was amended by the law Ley 3/2014 dated 27.03.2014, people with special needs in Spain have an additional way of directing their complaints directly and in person at the airport at the respective service desks of the airline.

## **8. Terms for claims for compensation and actions**

### **8.1 Timely notice of claim**

If the recipient accepts checked-in baggage without reservation, this gives reason for the disputable assumption that it has been delivered in an undamaged condition and according to the contract of Carriage. In the event of damage, the recipient must report the damage immediately after discovery, with checked-in baggage in any case within seven (7) days to the air carrier. Damages from delays must be declared to the air carrier within twenty-one (21) days of the baggage being given to the recipient. Damage claims must be made in writing. If the period of notification is missed, then any claim against the airline is ruled out.

A corresponding complaint must be submitted using the online complaints form at [www.laudamotion.com](http://www.laudamotion.com) or in writing to Laudamotion, c/o Condor Flugdienst GmbH, Condor Platz, 60549 Frankfurt, Germany. It is advisable to carry valuables, medication, perishable goods or fragile items in the hand luggage.

### **8.2 Period for filing an action**

In the scope of an international carriage of person or baggage, actions for compensation can only be filed within a term of exclusion of two years. The term commences on the day the aircraft arrived at its destination or on the day it should have arrived or on the day carriage was interrupted. The calculation of the term depends on the court appealed to.



## **9. Miscellaneous**

**9.1** The extracting of booking data from the website [www.laudamotion.com](http://www.laudamotion.com) with the help of automatic systems, software, robot applications or other technical means (e.g. screen scraping) is prohibited.

**9.2** Should one or more provisions of these General Conditions of Carriage be invalid, the effectiveness of the remaining provisions shall not be affected hereby.

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