

## **General conditions of the contract for the carriage of passengers and baggage**

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### **Definitions**

**“Ticket”** refers to the locator number and, if applicable, luggage registration voucher issued by or on behalf of the Carrier, which entitles the holder or the passenger to travel from the origin to the destination under the terms and conditions contained therein and in these General Conditions of Carriage.

**“Conjunction Ticket”** refers to a Ticket comprised of two or more Segments, whereby a Ticket is issued for each segment which together constitute a single contract of carriage. Unless it is necessary to establish a distinction, the term Ticket shall herein also encompass the Conjunction Ticket.

**“Codeshare”** means that Vueling can sell tickets for flights operated by other airlines with which it has an agreement to do so.

**“General Carriage Conditions” or “Conditions”** means the general conditions of the passenger and luggage air transport contract set out herein.

**“Montreal Convention”** means the Convention for unifying certain rules relating to International Air Carriage signed in Montreal on 28 May 1999.

**“Stopover”** refers to the scheduled places within the passenger’s itinerary other than the origin and destination specified on the Ticket or which are indicated in the times as scheduled stopover points on the route.

**“Passenger”**: any person who holds a ticket, excluding members of the flight crew.

**“Point-to-Point flights”** refers to a flight made up of a single Segment; i.e. there is no scheduled stopover on the route.

**“Regulation 261/2004”** means Regulation (EC) 261/2004 of the European Parliament and Council, dated 11 February 2004, which lays down common rules for compensating and assisting passengers in the event that they are denied boarding, their flight is cancelled or they face a long delay.

**“Regulation 2027/97”** means Regulation (EC) 2027/97 of the European Council, dated 9 October 1997, relating to the liability of airlines with regards to the air transport of passengers and their luggage, amended by Regulation (EC) 889/2002 of the European Parliament and Council, dated 13 May 2002.

**“Segment”** refers to a journey between a consecutive take-off and landing.

**“Carrier” or “Vueling”** means Vueling Airlines, S.A., a company whose registered office is at El Prat de Llobregat (Barcelona), Parque de Negocios Mas Blau II, Pla de l’Estany 5, Tax Number A-63422141 and operator license number 060.

**Commission Regulation (EU) No 185/2010** of 4 March 2010, laying down detailed measures for the implementation of the common basic standards on aviation security.

## **2. Purpose and applicable regulations**

The purpose of these General Conditions of Carriage is to regulate the terms and conditions in which VUELING shall carry the Passenger and their baggage to the destination specified on the Ticket and provide, if applicable, other services relating to the aforementioned air carriage.

- All carriage undertaken and other services provided by the Carrier shall be subject to the following regulations (the «applicable regulations»): (i) the conditions that appear on the Ticket; (ii) the tariff applied and its conditions; (iii) the provisions that appear in the General Conditions of Carriage set out herein; (iv) the particular and special conditions that, where appropriate, may be applied to a group of Passengers or to one or more thereof on a case-by-case basis, respectively; and (v) the regulations that may be applicable at any given time. The General Conditions are available to Passengers on the Carrier's website ([www.vueling.com](http://www.vueling.com)), and a copy can be obtained at the registered office of VUELING.
- None of these Conditions of Carriage shall invalidate any of the Passenger's rights provided for by applicable legislation.
- If the Passenger purchased their Ticket with the help of or through a third party, the latter shall be liable for providing the Passenger with a copy of these General Conditions as well as notifying the Passenger of any contingencies that arise in relation to their flight, unless – in this last case – the email address that appears in the booking pertains to the Passenger. VUELING shall not be held liable for any consequences affecting the Passenger should the third party through whom the booking was made fail to fulfil the obligations set out herein.

### **3. Ticket**

#### **3.1 General Provisions**

The Ticket shall only be valid for the flight specified therein and for the person who appears as the Passenger. The Ticket is non-transferrable and may not be disposed of to third parties.

The Ticket shall also include a reference to these General Conditions of Carriage and any other information which VUELING considers to be essential.

#### **3.2 Conjunction Ticket**

The contracted service of carriage includes the itinerary specified on the Conjunction Ticket, from the departure airport through to all scheduled stopovers until the final destination airport and is subject to the corresponding service charge.

The Passenger's entitlement to cancel one or more segments remains unaffected, except in the case of the Excellence Fare.

#### **3.3 Code share**

Vueling has standing agreements with other airlines to offer flights operated by said airlines. During the booking process, Vueling will specify which airlines operates the flight. On codeshare flights, the conditions of carriage of the airline operating the flight will apply, whereby it is advisable to consult said conditions to find out the accepted baggage dimensions and costs, check-in times, minors or the carriage of animals.

In case of specific needs, Vueling may operate certain flights using aircraft operated by other companies. In such cases, Vueling will inform passengers as to the identify of the company operating the flight.

#### **3.4 Non-cancellable ticket**

Once the booking has been made through the corresponding payment, the ticket cannot be cancelled by the Passenger, whereby the price paid shall not be refunded except in cases expressly provided for herein, such as the exceptional circumstances contemplated in Point 4.5 or by way of application of the provisions in Point 9.2 et seq. in relation to the Excellence Fare.

## **4. Fares**

### **4.1 General**

The price of the Ticket only includes carriage from the departure airport to the destination airport, as well as all scheduled stopovers in the case of Conjunction Tickets. The price of the Ticket or Conjunction Ticket does not include land transport services between airports, nor between the airports and/or terminals of the destination city.

The prices of VUELING Tickets are dynamic and depend on the retail channel.

### **4.2 Taxes and administration fees**

**VUELING** prices always include VAT, fuel surcharges – where applicable – and the taxes established by each airport authority. Any other charges for optional services will be stated specifically and must be accepted by the Passenger before payment is made. Fees and taxes are governed by decisions beyond the Carrier's control and are subject to constant modifications and reviews, which may occur after a ticket has been purchased. If there is an increase in a fee or tax after the ticket has been purchased but before the Passenger has flown, and if Vueling decides to review the price by transferring the increase to the Passenger, s/he may either (i) pay the difference with regard to the fees shown at the time of purchase by expressly authorising VUELING to charge the increase or the difference to the same credit card used to pay for the Ticket or Conjunction Ticket if this was the form of payment employed, or (ii) terminate the contract of carriage. In any case, VUELING is entitled to cancel the bookings of any Passengers who have not expressly chosen any of the options offered by the company and have therefore not paid the difference in fees before flying.

### **4.3 Currency**

- The price and additional services are payable in EUR.
- However, VUELING may accept other currencies at its discretion. In such cases, VUELING shall be entitled to set the exchange rate taking into account the price of the currency on international markets and, if applicable, other additional objective criteria, such as administration fees.

### **4.4 Non-use of the ticket:**

- Except as expressly provided herein, complete or partial non-use of the Ticket at the corresponding time by the Passenger shall not mean that the Carrier is obliged to

refund the price of the Ticket. However, passengers will be able to request a refund for taxes paid on tickets they did not use, that is, if they did not board the plane. The refund can be requested by post, by calling Customer Services or via an online form. The amount will be refunded within 30 days of making the request, via the same payment method used to purchase the ticket.

#### **4.5 Exceptional circumstances**

A Passenger who is unable to travel due to exceptional circumstances is required to submit a claim and a copy of any supporting documentation (for example, the death certificate in the event of the passing of parents, children, spouse or civil partner) to Vueling's customer services team either by post or by filling in a web form online.

On receipt of this claim, Vueling will assess the expediency of issuing a credit, refund or ticket change in light of the exceptional circumstances in question.

Specifically, in the event of hospitalisation or the death of a family member, ONLY A MEDICAL OR DEATH CERTIFICATE, respectively, will be accepted as proof and in any case must be submitted within 7 working days of the situation occurring. Claims received after this period will not be admitted, except in the event of force majeure, and in any case the claimant must have notified VUELING by telephone prior to the departure of the flight affected.

We recommend that Passengers take out appropriate travel insurance to cover this type of eventuality.

#### **4.6 Free Tickets or reduced fares that are not directly or indirectly available to the general public**

Passengers travelling for free or on a reduced-fare ticket that is not directly or indirectly available to the general public shall not have the rights as provided for other Passengers in Regulation 261/2004, of 11 February 2004. Furthermore, they must at all times be able to justify the reduced fare or free nature of their ticket.

#### **4.7 Invoicing**

VUELING shall issue Passengers with invoices when expressly requested via the Internet or by phone.

#### **4.8 Other**

VUELING shall not be liable for any additional charges made by the entity that provides the specific payment method for the Passenger.

### **5. Special discounts for residents and large families**

#### **5.1 Discounts for residents**

Entitlement to discounts on the price of scheduled air transport of passengers extends to Spanish citizens, those of all other EU member states, of Switzerland and of other states which are signatories to the Agreement on the European Economic Area, as well as their

family members who are third country nationals enjoying the right to permanent residency and citizens who are third country nationals enjoying long-term residency, who can prove their status as resident in the Autonomous Regions of the Canary Islands and the Balearic Islands or the cities of Ceuta.

- There will be a 50% discount for one-way or round-trip direct flights between Ceuta, the Balearic Islands or the Canary Islands and the Spanish mainland, or for inter-island flights.
- To that effect, a direct one-way flight is deemed to be one which is undertaken from the airport or heliport at the point of origin on the islands, Ceuta, to the final destination on the Spanish mainland, or viceversa, with no intermediate stopovers, or with stopovers providing they are no longer than 12 hours, except for those arising from technical needs relating to the service or for reasons of force majeure. In the case of Passengers who reside in Ceuta, they will be entitled to an identical discount on flights to or from the airports of Seville, Malaga or Jerez.
- The discount shall not apply to sums the Passenger has to pay for items other than the Ticket or Conjunction Ticket and checking in luggage of up to 23 kg, such as fees deriving from credit card payments, excess baggage, seat selection, babies that do not occupy a seat, or any other items. Nor shall it apply to charges for the use of infrastructure and airport security.
- At the time of booking, the Passenger must declare their resident status or that they pertain to a family entitled to this discount, which will be validated online by the Spanish Ministry of Development when the ticket is issued. Passengers whose resident status cannot be validated online must present the following documentation at the check-in desk in order to receive the resident discount:
  - **Spanish nationals:** valid census certificate and valid identity card.
  - **Spanish nationals under 14 years of age:** valid census certificate.
  - **Members of the Spanish Parliament and Senate:** credentials for the corresponding House in which their status as MP or Senator is registered.
  - **EU/EEA /Swiss nationals:** valid census certificate and valid identity card issued by the country of origin or valid passport.
  - **Family members residing in the EU while being third-party nationals:** valid census certificate along with a valid residency permit proving their status as a family member residing in the EU.
  - **Long-term non-EU residents:** valid census certificate along with a valid residency permit proving their long-term resident status.
- VUELING shall refuse to allow the passenger to board in the event that any deficiency is detected in the documentation provided or in the identity of the Passenger.
- As regards Passengers who wish to make use of the Ticket change option (provided for herein): (i) if a flight operating to/from a non-subsidised destination is changed for one that is subsidised, the Passenger's resident status will be taken into account for the new subsidised journey; (ii) if a subsidised flight is changed for one corresponding to a non-subsidised journey, the Passenger must pay the full cost of the new flight and no discount (subsidy) shall be applied. Such changes may only be made via Customer Services or the travel agency and may incur an additional administration fee.

- Under no circumstances shall the resident discount be applied to Passengers who claim it after the booking has been made.

## **5.2 Discounts for large families**

- Members of large families whose status as such is officially acknowledged will receive a five percent discount on fares for scheduled domestic air transport of passengers if the family is in the general category and 10 percent if it is in the special category, in accordance with the provisions of Order FOM 3837/2006, of 28 November, which implements Law 40/2003, of 18 November, regarding the protection of large families, and complementary legislation.
- Passengers who intend to apply for this discount on flights within Spain must present the original or certified copy of their Large Family Certificate, before boarding, attesting to their status as a member thereof and issued by their regional government. Failure to do so means that the passenger must pay the difference between the initial price paid and the amount that would have to be paid without the discount or, otherwise, shall not be allowed to board the plane and shall not be entitled to a refund on the ticket.
- In the case of tickets for connecting flights, the large family discount shall only apply to those segments with a point of departure and arrival within Spanish territory.
- Under no circumstances shall the large family discount be applied to Passengers who claim it after the booking has been made.
- Members of large families who also intend to apply for the resident discount must specify their intention at the time of booking.

## **6. Seat reservation. Early seat booking**

### **6.1 Requirements for the booking**

The seat reservation for a flight shall be confirmed once the Carrier issues the Ticket without requiring subsequent confirmation of the reservation.

### **6.2 Changes to a booking**

- The Passenger shall be entitled to make flight changes and name error corrections within 24 hours after the booking was issued with no penalty.
- Without prejudice to the provisions of General Condition 9 regarding Fares, Passengers may change the date and time of the flight (subject to seat availability) providing the Passenger pays the corresponding charge and, if applicable, the difference between the price of the original Ticket and the price of the new Ticket. If the new Ticket has a lower price, this difference shall not be refunded.
- All of the above may be applicable to segments which form part of the Connecting Ticket.
- A change of passenger is only permitted once the corresponding charge has been paid as well as the difference between the price of the original Ticket and the price of the new Ticket. If the new Ticket has a lower price, this difference shall not be

refunded. The name of the Ticket holder in a booking for any type of Ticket must be the same for all of the included journeys. Therefore, the Ticket holder may not be changed if any of the journeys included in the booking have already been completed.

- Any changes to the booking that involve the date, time or passenger must be made up to 2 hours before departure. Changes to the date and time can be made via the website or through Customer Services. Passenger changes can only be made by calling Customer Services. These changes can also be made at the airport Sales Desk up to 40 minutes before departure. Tickets issued through other sales channels or in accordance with other fares may have different conditions regarding changes.

### **6.3 Payment**

- The price of the Ticket, all taxes and fees, along with all charges relating to the booking must be paid in full upon confirmation of the booking. If payment is not verified, the contract of carriage shall not be considered valid and we shall cancel the booking without prior notice.

### **6.4 Early seat booking**

Seat selection is subject to the conditions of each Fare, as set out in General Condition 9.

Early seat booking is optional and subject to seat availability at the time of the request and applies exclusively to individual passengers with a previously issued air ticket.

This service is not available for the following passengers, who must check in at the airport:

- Minors for whom the unaccompanied minor service (UM) has been booked.
- Minors flying without an adult companion from any Italian airport.
- Passengers flying with a baby.
- Passengers flying with a pet.
- Passengers who have booked an extra seat.
- Passengers who have booked the Pending Passenger service.
- Passengers with a pending payment or a price lock.
- Passengers whose flight departs in less than 4 hours.
- Passengers whose resident status could not be validated online.
- Passengers flying with sporting arms.

The booking and use of the seat cannot voluntarily be transferred to another passenger.

No deductions are applied for Residents or Large Families as this is a voluntary option for passengers. The cost of early seat booking includes all applicable taxes.

Vueling may change the allocation of booked seats for operational reasons, safety or control. This is especially valid in the case of seats located next to emergency exits, which may not be occupied by Passengers who require seatbelt extensions, pregnant women, minors under fifteen years of age, passengers with small children or persons with functional

disabilities or – in general – all those who, in the event of an accident, are unable to provide the flight crew with assistance as required by international aeronautical regulations applicable to Passengers occupying the aforementioned seats.

If the Passenger subsequently wishes to change a reserved seat, Vueling shall assign a new seat according to availability or choice, but shall not reimburse the extra charge paid for the first seat.

### **6.5 Passengers with reduced mobility and Passengers with plaster casts**

At EC airports, it is the responsibility of each airport to provide assistance for passengers that are disabled or have reduced mobility. Vueling, providing the Passenger notifies us as at least 48 hours before departure, will make sure the company in charge of the airport assistance service receives the request for assistance. Once at the airport, the Passenger must go to one of the official meeting points designated for this purpose and request assistance there. It is recommended that the Passenger consult a map of the airport in order to locate the closest meeting point.

At non-EC airports, Vueling shall – within the terms and conditions laid down in law – provide assistance for passengers with disabilities or reduced mobility who have requested this service at least 48 hours before the flight.

At no additional charge, Vueling shall provide the assistance specified in Annex II to Regulation (EC) No 1107/2006, of 5 July, for Passengers with reduced mobility who have stated their need for special assistance and who are departing from, arriving at or travelling through an airport included in the journey specified on a Ticket or on a Conjunction Ticket.

Passengers with a leg in plaster may fly as long as they provide a medical certificate that proves that the plaster cast was applied more than 24 hours earlier and under the following conditions:

- If the Passenger is wearing a plaster cast below the knee, they must reserve two seats.
- If the Passenger is wearing a plaster cast that reaches the groin, they must reserve three seats.

The Passenger shall not be able to reserve just one Priority seat, Excellence seat or XL seat to avoid having to comply with the conditions set out herein. In all cases, the Passenger must contact the Carrier's Customer Services to reserve the adjacent seat(s).

## **7. Times, connections, delays, diversions, changes, flight cancellations and Passengers refused boarding**

### **7.1 Connections**

If the Passenger purchases one or more Point-to-Point flights, it is the responsibility of the Passenger to allow sufficient time to collect their baggage from the first flight (if applicable), check it in again, go through the security control and reach the boarding gate of the second and/or subsequent flight. Each Point-to-Point flight constitutes a separate contract of carriage. Therefore, Vueling shall not be held liable for missed connections. The above provisions shall not be applicable to Conjunction Tickets. For connections with a window of

less than 50 minutes, we advise the Passenger to reserve a seat in the front rows of the plane so they can be among the first to exit. Vueling shall not be held liable if a Passenger misses a connecting flight for reasons attributable to the Passenger.

## **7.2 Delays, Cancellations and Overbooking**

- If a Passenger is affected by any of these eventualities, the regulations covering this area shall be applied, constituted by Regulation 261/2004, of 11 February 2004.

## **7.3 Dispute Resolution**

- If you would like to make a complaint please contact our customer relations team who can be contacted here.
- More information on our complaints procedures can be found here.
- If you live in a country within the European Union, an Online Dispute Resolution platform has been set up by the European Commission. You can find out more about the Online Dispute Resolution service here.
- Please note that, as Vueling is not currently subscribed to an Alternative Dispute Resolution Scheme, the Online Dispute Resolution platform will not be able to accept your Vueling complaint.
- You can log your complaint with CAA's Passenger Advice and Complaints Team (PACT) by completing the online complaint form via the CAA website: [www.caa.co.uk/passengercomplaints](http://www.caa.co.uk/passengercomplaints). Under the subtitle 'How the CAA can Help' you will need to click on the link 'Refer your complaint to us'. You can then access the CAA's consumer portal where you can submit your complaint to PACT."

## **8. Baggage**

### **8.1 General**

The Passenger must attach an identification label to their baggage containing truthful and up-to-date information before checking it in. Thereafter, VUELING shall be liable for the Passenger's baggage. The Carrier shall provide the Passenger with a baggage registration voucher, certifying that it has been checked in, which must be kept by the Passenger until they have collected the baggage.

### **8.2 Dangerous Goods**

Objects that endanger the aircraft or the people or equipment on board, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organisation (ICAO) and the International Air Transport Association (IATA), which include but are not limited to gas cylinders, inflammable liquids and solids, poisons, radioactive material, corrosives, fire arms and explosives, will not be accepted for carriage in the cargo hold or overhead lockers on board without the prior express consent of Vueling. For further information about dangerous goods, please consult our regulations.

If you have any queries regarding which articles you can carry on to the aircraft or check in for carriage in the cargo hold, or where specific items should be carried, please contact us before you travel or ask at the ticket sales desk or customer services desk when you arrive at the airport.

### **8.3 Carrier's entitlement to inspect luggage**

- For reasons of security, we may require you to allow us to search, X-ray or scan your luggage—and your luggage may be searched or may have been searched in your absence if you are not available (even if it means forcing the locks on your luggage)—with assistance from the competent authorities, in order to determine whether you are in possession of any item described in Clauses 8.2. and 8.5.
- If you are not willing to fulfil the aforementioned requirement, we may refuse to carry you or your luggage without refund or any other liability. If you are injured when being searched or scanned, or if the X-ray or scanner damages your luggage, we will not be liable unless the injury or damage was caused through our fault or negligence.
- If required to do so, you must be present during the inspection of your hand luggage or checked luggage by customs agents or other government officials. We will not be liable for any loss or damages resulting from the non-fulfilment of this requirement, unless they were caused by our negligence.

### **8.4 Luggage allowance per Passenger**

With the Basic fare, checking in one case of up to 23 kg per passenger is subject to the payment of a variable supplement according to the individual characteristics of each flight. The Optima and Excellence fares include one checked-in case of up to 23 kg per passenger at no extra cost.

All of the fares allow Passengers to check in more than one item of luggage, providing they pay the corresponding charge per item. The allowance may be increased by paying the corresponding charge, subject to a limit of 32 kg per item of luggage.

The allowance may be increased by paying the corresponding charge, subject to a limit of 32 kg per item of luggage. If the Passenger wishes to check in more than one item of luggage, the maximum allowance is 50 kg per Passenger and is subject to the corresponding supplement. Vueling is entitled to deny carriage of all or part of any baggage exceeding this allowance or for which an excess baggage charge has not been paid. Babies less than two years old may carry a push-chair, basket or cot providing it is fully folded.

### **8.5 Hand luggage**

Each Passenger may only carry one item of hand luggage of up to 10 kg and no larger than 55x40x20 cm, with the exception of the Excellence fare which allows for one item of hand luggage of up to 14 kg.

In addition, the Passenger may carry one extra item free of charge and which must be significantly smaller than 35x20x20 cm, such as a small briefcase, a handbag or camera, such items must always be kept under the seat in front.

At the boarding gate, all hand luggage which does not comply to the company's regulations, i.e. which exceeds the amount, weight or measurements stated above, shall be removed and stored in the cargo hold of the plane, at an additional charge.

The Carrier reserves the right to cancel a booking and deny boarding to those Passengers who fail to meet the hand luggage requirements specified above.

This is unless, due to local security reasons in the country of origin or destination, such items are not allowed on board, without prejudice to the rules governing the carrying of certain products as hand luggage.

Items (including musical instruments or similar) that do not meet the size requirements for hand luggage shall not be accepted for carriage in the overhead lockers of the passenger cabin, unless the Passenger has purchased an additional Ticket or Conjunction Ticket for the items.

The following items may not be carried as hand luggage:

- Guns, firearms and other devices that discharge projectiles (including all kinds of firearms such as pistols, rifles or shotguns, toy guns, imitation firearms, component parts of firearms, telescopic sights, compressed air and CO2, signal flare pistols and starter pistols, bows, crossbows and arrows, harpoon guns and spear guns, slingshots and catapults).
- Devices designed specifically to stun or immobilise (including stun guns, tasers and stun batons, animal stunners and animal killers, disabling and incapacitating chemicals, gases and sprays, such as tear gas, acid sprays and animal repellent sprays).
- Items that have a sharp tip or edge (including axes, hatchets and cleavers, ice axes and ice picks, knives with blades of more than 6 cm, open razors and blades, scalpels, skiing and hiking poles, scissors with blades of more than 6 cm, sharp or pointed martial arts equipment and swords and sabres).
- Blunt instruments (such as baseball and softball bats, clubs and batons, and martial arts equipment).
- Explosives and incendiary substances and devices (such as ammunition, blasting caps, detonators and fuses, replica or imitation explosive devices, mines, grenades and other explosive military stores, fireworks and other pyrotechnics, smoke-generating canisters and smoke-generating cartridges, dynamite, gunpowder and plastic explosives).
- Workmen's tools capable of being used either to cause serious injury or to threaten the safety of aircraft (including crowbars, drills and drill bits, tools with a blade or a shaft of more than 6 cm, such as screwdrivers and chisels, saws, blowtorches, bolt guns and nail guns).

In accordance with the provisions of Regulation No 185/2010, containers with liquids, aerosols and gels and products of a similar consistency (for example, toothpaste, hair gel,

drinks, soups, perfume, shaving foam, aerosols, food spreads, and other items with similar consistencies, etc.) may only be carried as hand luggage providing that they are carried in containers with a capacity not greater than 100 ml, which will be placed inside a transparent bag with a maximum capacity of 1000 ml or equivalent that is completely sealable. Only one bag per Passenger is allowed.

It is also permitted to carry diet products, medication (liquids or semi-solids) to be used on board, as well as necessary medical instruments such as syringes, for which you should provide a certificate of authenticity at security when required.

**It is permitted to take on board liquids purchased at:**

- Shops at the flight departure airport located beyond the security control point, points of sale subject to approved security procedures as part of the airport security programme, providing they are packed in a tamper-evident bag and that the passenger can prove they have been purchased at that airport on that same day.
- At points of sale situated in the security restricted area subject to approved security procedures as part of the airport security programme.
- At shops in other EU airports, on condition that the liquids are packed in a tamper-evident bag inside which satisfactory proof of purchase at airside at that airport on that day is displayed.

VUELING recommends reading the aforementioned Regulations for more details on the current prohibitions concerning hand luggage.

VUELING shall deny boarding, at any time and with no economic compensation, for all hand luggage that fails to meet the requirements set out in the aforementioned Regulations.

All hand luggage must be placed at all times in the overhead lockers installed for that purpose, under the Passenger's seat or where specified by the cabin crew. The Excellence fare entitles the Passenger to a reserved space for hand luggage of up to 14 kg. The Passenger shall be held liable for any damage caused to VUELING or to third parties by their luggage, unless due to negligence on the part of VUELING.

## **8.6 Collection and handing over of luggage**

- Passengers may collect their luggage as soon as the Carrier makes it available to them at the points designated for this purpose at the destination airport. The unprotected collection of luggage on the part of the holder of the luggage registration voucher or Ticket within the legally stipulated periods implies they waive the right to make subsequent claims.
- The Passenger authorises VUELING to the effect that, if the Passenger's luggage is lost, they may conduct, either themselves or through a third party, the necessary investigations to locate the owner, by means of existing objects or elements on the

inside or outside of the luggage and duly respecting the confidential nature of the personal data obtained.

- If the Passenger fails to collect their luggage within 7 days of its being made available to them, the Carrier may demand the sum of 8.820S per day of storage. If the Passenger fails to collect their luggage within six (6) months of the date it was made available to them, VUELING may dispose of the luggage without liability.
- If a Passenger claims an item of luggage but fails to provide the corresponding luggage registration voucher, the item in question shall only be handed over to the Passenger if they can provide proof satisfying the Carrier that the item belongs to them. If VUELING so requests, in justified cases and before they can collect their luggage, the Passenger must provide the economic means to cover any loss, damage or expense incurred by the Carrier as a result of the baggage delivery.
- VUELING is entitled to impede or deny baggage delivery to any Passenger carrying a suspicious item of luggage, or upon a request in this regard from another passenger or from Spanish State Security Forces or the security forces of each country. In such cases, the Passenger must complete all procedures laid down by law before collecting the luggage and the Carrier shall not be held liable for the delayed or denied baggage delivery.
- If the Passenger purchases one or more Point-to-Point flights, it is the responsibility of the Passenger to allow sufficient time to collect their baggage from the first flight (if applicable), check it in again, go through the security control and reach the boarding gate of the second and/or subsequent flights. The above provisions shall not be applicable to Conjunction Tickets.
- In the case of Conjunction Tickets, the Passenger must check in their baggage at the departure airport and collect it at the destination airport; the Carrier shall be liable for handling the baggage during all stopovers included in the route.

### **8.7 Damaged luggage**

- In the case of lost or damaged luggage, the rules established by national and international standards shall be applied, particularly the 1960 Air Traffic Act and the Montreal Convention of 28 May 1999, as well as Regulation (EC) No. 2027/97 of the European Council.
- VUELING shall be liable in cases of destruction, loss, delay or damage to luggage, up to a sum of 1,131 Special Drawing Rights per passenger. A Passenger can benefit from a higher liability limit by making a special value declaration, for which they must pay a supplementary charge. As regards unchecked luggage, VUELING shall only be liable for damages caused by its fault.

- If checked luggage has been damaged, lost, destroyed or delayed, the Passenger must inform VUELING in writing at the earliest opportunity and in any case within 7 days for damaged luggage and within 21 days for lost luggage. The aforementioned periods will begin from the moment the luggage is handed over.
- In any case, VUELING will not be liable for damages such as dents, scratches, stains and broken handles/wheels, unless (i) the luggage is proved to have been in perfect condition before it was handed over to VUELING, (ii) the damage is specified, and (iii) it is proved that the alleged damage occurred during the time that VUELING was responsible for the luggage.
- VUELING will not be liable for damages to perishable and fragile items carried as hold or hand baggage, unless (i) it is proved that said items were packed correctly, (ii) the damage is specified, and (iii) it is proved that the alleged damage occurred during the time that VUELING was responsible for the luggage. For further information about perishable and fragile items, please consult our regulations.
- If the airline operating the flight is not VUELING, the Passenger may register a complaint or claim with either carrier.

### **8.8 Animals and special luggage:**

Passengers who usually require a guide dog or an assistance dog may take the animal on board with them, providing the animal is appropriately secured and the Passenger accepts liability for any damages caused.

Assistance dogs are those that have been individually trained to help people with a special need. To fly with one of these dogs you need an **official, physical certificate qualifying it as an assistance dog or guide dog**, issued by a member of Assistance Dogs International (ADI) or International Guide Dog Federation (IGDF).

During the booking process, the Passenger may choose to contract the service for carrying a pet in the cabin of the aircraft, as animals may not be carried in the hold of the plane, for which an additional fee will have to be paid and the following conditions must be met:

- Only animals such as dogs, cats, birds (except birds of prey), fish and terrapins are allowed on board. Other families of animals such as rodents, lagomorphs (e.g.: rabbits), farm animals or animals that produce smells (ferrets) or noises that are annoying for the rest of the passengers or that may put security on board the plane in danger will not be allowed on board.
- The animal must be enclosed in a travel carrier that is not a rigid container and which must have breathing holes and a waterproof bottom; a home-made box is not acceptable. If the container is deemed to be unacceptable or unsafe at the exclusive judgement of the cabin crew or airport personnel, it will be rejected.
- The maximum size of the carrying box is 45 cm long, 39 cm wide and 21 cm high.
- The maximum weight of the carrying box (including the animal and its additional items) is 8 Kg.

- Food and drink bowls must be securely covered to prevent their content from spilling.
- During the flight, the box must remain on the floor between the Passenger's legs or under their seat. It is forbidden for the box to be carried on the seat adjacent to the Passenger, even if unoccupied, or on their lap.
- Vueling is entitled to reject all animals whose special characteristics (unpleasant smell, poor health, inadequate hygiene or violent conduct) may cause distress or danger to fellow passengers.
- All passengers carrying animals must take charge of them at all times and deal with any problems they may cause.
- The animal may not be taken out of its container under any circumstances between boarding and exiting the plane.
- Only one animal per box may be carried.
- Animals may not be carried on Excellence or XL seats.

The Passenger must ensure that the regulations in force in the country of destination allow the animal to be carried and to enter the country in accordance with local legislation and that it (i) fulfils all the required standards of hygiene and (ii) has all required documentation for its ownership and transportation.

The Passenger will be liable for any damages (such as fines imposed by the destination country of the flight, etc.) incurred by VUELING through the transportation of their animal without suitable documentation.

Only two animals are permitted on board in cabin on a single flight. The online booking system does not offer this service to passengers that wish to book once the maximum number (2) has been reached.

VUELING does not offer the option of carrying animals in the plane's cargo hold.

For the carriage of sport equipment and special luggage, the Passenger must accept the specific conditions and fees at the time of booking.

### **8.9 Carriage of equipment pertaining to persons with reduced mobility**

In accordance with the provisions of Regulation (EC) No 1107/2006, up to two pieces of mobility equipment per disabled person or person with reduced mobility can be carried, at no extra cost.

## **9. Basic, Optima and Excellence fares**

### **9.1 Basic Fare**

The Basic fare includes carriage from the departure airport to the destination airport, as well as the accumulation of points for the Punto loyalty programme.

The Basic fare only allows you to check in luggage and select a seat upon payment of the corresponding supplements.

### **Optima fare**

The Optima fare includes, in addition to the features of the Basic fare, the following services:

(i) “Bring your Flight Forward”, allowing you to swap your flight for an earlier one departing the same day, at no additional cost. You can only make this change at the sales desk at the airport, between 2 hours before departure of the new flight and closing time of the check-in desk, which is 40 minutes before departure of the new flight, except in Rome, which closes 45 minutes before departure. This service is only valid at airports in Spain, along with Rome (FCO), Milan (MXP), Paris (ORY) and Venice (VCE), for flights operating more than once a day.

(ii) Free reservation of a specific in-flight seat from the seats available for this fare.

(iii) Free check-in for one item of luggage (up to 23 kg).

### **9.1.2 Optima fare bookings**

You can book the Optima fare providing it is available for the desired journey. Combinations of Optima fare and Excellence fare for the different legs of a single booking are not permitted. You will automatically be sent the boarding pass by email upon completion of the purchase process as long as a seat has been assigned.

### **9.1.3 Changes to Optima fare bookings**

You can change flight free of charge for another that departs the same day providing there are seats available, subject to the provisions set out in section 9.1 (i).

You cannot change from the Optima fare to the Basic or Excellence fare.

Once you have booked the Optima fare, you can only change the date, times and name within the Fare itself, subject to the corresponding fee.

## **9.2 Excellence Fare**

The Excellence fare includes, in addition to the features of the Optima fare, the following services:

(i) Free reservation of an Excellence seat in the front row of the plane. If there are no seats available, the Carrier may give the Passenger a seat in the second row of the plane without changing the features.

(ii) Room reserved on the plane for hand luggage of up to 14 kg.

(iii) Priority boarding and check-in desks. This service is only available at Barcelona, Madrid and Bilbao airports.

(iv) Flexibility on changing the date and time of your flight, providing there are seats available and you pay the difference between the original ticket and the price of the ticket that is available at the time of change, if applicable. If the available fare is lower for the new flight, Vueling shall not reimburse the difference.

(v) Refunds permitted if the customer is unable to fly. The refund must be requested at least 2 hours before departure.

(vi) A snack and drink on board.

### **9.2.1 Excellence Fare bookings**

You can book the Excellence fare providing it is available for the desired journey. Combinations of Excellence fare and Optima fare for the different legs of a single booking are not permitted.

You will automatically be sent the boarding pass by email upon completion of the purchase process as long as a seat has been assigned. Due to the location of Excellence seats, this fare is not available for minors under 24 months old, minors between 24 months and 11 years of age who are not accompanied by a responsible companion over 16 years of age, pregnant women or passengers with special needs. Nor may animals be carried.

### **9.2.2 Changes to Excellence Fare bookings**

You cannot change from the Excellence fare to the Basic or Optima fare.

If you wish to change flight date or times and the Excellence fare is not available for the new flight, you may choose to fly under the commercial conditions of the Basic or Optima fares, if such are available for the new flight. The Excellence fare ticket will then be cancelled and the price refunded and a new booking will be made under the Basic or Optima fares. As soon as you have made