

Terms & conditions

CONDITIONS OF PURCHASE

1. – Premises and definitions

1.1 Volareweb.com is a trademark of Volare Airlines S.p.A., which is part of Volare Group S.p.A. The flights with the Volare Airlines S.p.A. "VA" code will be operated by Volare Airlines aircrafts and the ones with the Air Europe S.p.A. "PE" code will be operated by AirEurope aircrafts.

The flights Warsaw - Paris CDG (and vice versa), VA 3020 (Warsaw-Rom Fiumicino) and VA 3021(Rom Fiumicino-Warsaw) will be operated by Air Polonia. Their [Terms & Conditions](#) apply.

All flights between Rome Fiumicino to Catania and Palermo and vice versa are operated by WindJet.

1.2 As used in these General Conditions, the following terms will have to be intended as set out below, unless otherwise specified:

- "Carrier" means Volare Airlines S.p.A., a company having its registered office at C.so Garibaldi 186, Thiene (VI), fax 0445/800101, VAT Code 02886910245, providing air transportation services and all the air carriers that carry or undertake to carry passengers and their baggage;
- "Passenger" means any person, except members of the crew, that the carrier carries or undertake to carry;
- "Baggage" means all the personal property accompanying the passenger in connection with his trip. Unless otherwise specified, it includes both Checked and Unchecked Baggage;
- "Checked Baggage" means Baggage of which the carrier has taken custody and for which a Baggage Identification Tag has been issued;
- "Unchecked baggage" means hand luggage taken on board by the passenger;
- "Ticket" means the transportation document issued by the carrier and called "Passenger Ticket and Baggage Check" or the confirmation of flight details, including the Confirmation Number, issued by the carrier and of which these general conditions are integral part, and the Boarding Pass issued at check-in;
- "Booking reference number" means the code given to the passenger by the carrier to identify each reservation made and confirmed;
- The "Montreal Convention" is the Convention for the unification of certain rules relating to international Carriage by air, signed in Montreal (28th May 1999).
- "Special Drawing Right" is a unit of currency fixed by the International Monetary Fund, its daily quotations can be found on the main daily newspapers.
- "Call Center" means the carrier's center for telephone assistance that passengers can call for general flight information, for information about flight purchase or online ticket purchase, and to make name changes, date and time changes to their tickets.
- "adult" is a passenger older than two years of age on the date of the return flight ; whereas, when referring to "special assistance," "adult" means passengers older than 15 years of age on the date of the return flight. They therefore are allowed to travel unaccompanied; passengers under 15 years of age are not accepted on board unless accompanied by a passenger older than 18 years.
- "Infant" means passengers under two years of age on the return journey.
- "PIR – Property Irregular Reports" means the form available in airports for passengers' complaints about the loss, damage or delayed delivery of baggage.

2. – Acceptance of present general conditions

The present general conditions can be updated or modified by the carrier at any time. Any changes will be promptly notified by the carrier through the present website.

The present conditions must be examined online by the passenger or can be requested to the Call Center before making a booking. A flight booking therefore implies full knowledge and acceptance of the same conditions.

Should a booking be made online, the passenger undertakes to print and keep the present general conditions; in the same way, the passenger undertakes to print and keep the present general conditions any time a change is made.

3.- Bookings and online ticket purchase

3.1 Tickets can be purchased online on the present website (www.volareweb.com), by calling the Call Center, through your travel agent or in the airline's ticket offices. The Call Center can be contacted on the following numbers: - for calls from Italy - Tel. 899 500 030 for bookings or changes to existing bookings. The cost of calls from fixed phones is 0,80 Euro plus VAT per minute and 0,103 Euro plus VAT for reply; charges for calls from mobile phones differ according to each operator's applicable fares. - Tel. 899 700 007 for general information or if you need help to buy your ticket online. The cost for calls from fixed phones is 1,25 EURO plus VAT per minute and 0,103 Euro plus VAT for reply; charges for calls from mobile phones differ according to each operator's applicable fares. - for calls from abroad - for bookings, ticket changes, general information or if you need help to buy your ticket online: United Kingdom Tel. 0800 032 0992, Belgium Tel. 090351090 (for all calls from fixed and mobiles phones 0.750 € per minute), France Tel. 0800 047 290, Spain Tel. 807429000 (for all calls from fixed phones 0.950 € per minute and 0.090 € to the reply; the cost for calls from mobile networks 1.178 € per minute and 0.121 € to the reply), Germany Tel. 0800 1014169, Luxembourg Tel. 80024188, The Netherlands Tel. 0800 0250109, Switzerland Tel. 0800 0800 04, Czech Republic Tel. 800 142 331, Hungary Tel. 0680 981 219, Poland Tel. 00800 441 1573 Greece, Tel. 00800 441 40640, All countries Tel. +44 207 365 8235.

Calls are toll free both from fixed and mobile phones (except for the number accessible from all countries: +44 207 365 8235, from Spain, Italy and Belgium), however a 5 € surcharge per flight (International Call Fee) will be added directly to the cost of your ticket. The ticket offices where you can book Volareweb.com low cost flights, at the

moment, are situated at the airports of Bari Palese, Bergamo Orio Al Serio, Brindisi, Catania Fontanarossa, Gallarate (Va), Lamezia Terme Airport, Milan City, Milan Linate, Milan Malpensa, Naples Capodichino, Olbia, Palermo Punta Raisi, Paris Orly, Rome Fiumicino, Venice Marco Polo, Madrid Barajas, Bilbao, Palma De Mallorca, Prague, Valencia, Barcelona, Berlin Schönefeld, Krakow, Tallinn.

3.2 Bookings and payments must be made at the same time. The carrier will check payment of the fare with all taxes and applicable surcharges included; then it will confirm the reservation by giving the passenger a Reference Code. As long as payment is not made, the carrier may cancel a reservation.

3.3 Passengers making online bookings will be sent an email confirmation including their booking reference code and all flight details by the carrier.

Passengers booking over the phone through the Call Center will be sent their booking confirmation including the booking reference code and all flight details in one of the following ways, whichever they prefer:

- by fax, with a surcharge of 2 Euro;

- by email;

- by post, with a surcharge of 6 Euro for shipment expenses (only within Italy).

Passengers buying tickets through their travel agent will be given their booking reference code and all the flight details by the travel agent himself/herself.

3.4 Flights can be purchased online or through your travel agent up to 2 hours and 30 minutes prior to departure, via Call Center, where Volareweb.com ticket offices available, up to 1 hour before the departure.

3.5 Bookings are valid for a year from confirmation by the carrier.

3.6 Tickets can only be Economy Class tickets, one way or return. We do not offer connection flights and we will not be responsible for missing connections.

3.7 It is possible to buy up to 50 seats per transaction.

4.- Fares and payment options

4.1 Fares include only transportation from departure airport to destination airport; transportation between airports and/or between airports and terminals is not included.

The applicable tariffs are the fares available at the time of booking, for which there is a limited number of seats. They can vary before commencement of travel depending on the available seats at the time of purchase.

The carrier has the right to refuse transportation if the applicable fare has not been paid.

4.2 As well as what stated in article 11 of the present conditions concerning baggage transportation and in addition to the fare, passengers must pay, for any ticket purchased, all the taxes imposed by the Government and other authorities, especially airport authorities, regarding passengers or their baggage, or the use of all other services, and a security charge of 12 Euro per segment ("operations & security") and a fuel surcharge of 5 Euro per flight segment. Fares and taxes will be paid in the currency decided by the carrier at the time of purchase.

4.3 Infant passengers can travel sitting on an adult's lap, on payment of 10 Euro per flight segment. They are not entitled to any baggage allowance and are not allowed to carry baggage on behalf of their accompanying person.

4.4 On line and by Call Center, payments can be made by credit card Mastercard, Visa, Diners, American Express and AirPlus.

In the ticket offices it is possible to pay by cash, by check, Bancomat or by Credit Card (Mastercard, Visa, Diners and American Express).

There will be an additional administration fee of 6 Euro per transaction.

5.- Security

To ensure the security of credit card information when you book online, the carrier uses the latest Secure Socket Layer (SSL) technology. SSL is currently the preferred method to securely transfer credit card and other sensitive data over the Internet. If your browser supports SSL, please select the Secure Mode option when making payment and all your details will be protected by this technology. If you are restricted by the capabilities of your browser then you can use the non-secure mode, but the carrier recommends that you upgrade to the latest version of the browser to allow you peace of mind during any further transactions.

CHANGES AND CANCELLATIONS

6.- Changes and cancellations

6.1 If you buy a LOWEST fare (available on all flights) and you want to make name, date or time changes to an existing booking, passengers must contact the Call Center.

Flight dates and times can be changed up to 3 hours prior to departure, subject to opening hours of Call Center and Volareweb.com ticket offices, on payment of a penalty of 25 Euro per passenger per leg. Should the price of the ticket already booked and confirmed be lower than the price of the new flight, passengers will have to pay for the difference in price between the original fare and the lowest fare available at the time the change is made. If this fare is lower than the original fare, there won't be any refund. Route changes are not permitted.

Name changes can be made up to three hours prior to departure on payment of a penalty of 25 Euro per passenger and of the difference in price between the original fare and the lowest fare available at the time the change is made. If this fare is lower than the original fare, there won't be any refund. Name changes are not allowed if one of the reserved flight segments has already been used or has expired or if there is no availability left on the flight, at the time of making the change request. Bookings containing multiple flight segments must have the same passenger's name on all segments. Cancellations are not permitted on a LOWEST fare. Should the passenger decide not to take the booked flight, the

ticket will not be refunded.

Unused tickets are not refunded.

6.2 If you buy a FLEXIBLE fare, you can change it free of charge up to 3 hours prior to departure, by calling our Call Centre, or up to 1 hour before departure at Volareweb.com airport ticket offices, subject to opening hours of Call Center and Volareweb.com ticket offices. Flexible fares are not refundable, but if you do not use your ticket and call our Call Centre (subject to opening hours) to cancel your flight, within 3 hours prior to departure, the whole amount of money will be placed into a credit account that can be used towards further flights with Volareweb.com.

6.3 The right of withdrawal, foreseen about long-distance contracts, does not apply to this sale according to point b) of art. 7 of the legislative directive D.L. May 22, 1999 nr.185

6.4 In case of flight cancellation, should the passenger refuse the suggested alternatives on the Volareweb.com flights or in absence of alternatives, the entire amount of money paid for the cancelled flight segment and any unused return flight on the booking will be refunded without further responsibilities. Volareweb.com will provide no compensation for the expenses the passenger may have incurred and no assistance as to meals/hotels etc.

TRANSPORTATION POLICY

7.- Check-in

7.1 Passengers must arrive at the airport well in advance before their flight to allow the completion of all check-in procedures. Check-in opens two hours before departure. Check-in closes exactly 30 minutes prior to scheduled departure for Italian domestic flights and 40 minutes for international flights. Early check-in is greatly recommended. On all flights from Rome to Catania and Palermo (and vice versa) operated by WindJet, the check-in counter opens about two hours before the scheduled departure and closes exactly 40 minutes before the estimated time of departure; besides, passengers must go to the boarding gate at least 25 minutes before the estimated time of departure.

The carrier reserves the right to cancel your reservation and to deny boarding if you do not comply with this check-in deadline. Volareweb.com operates on a freeseating concept and the boarding sequence is determined by the check-in time - the earlier you check-in the earlier you can board the aircraft.

7.2 On the date of travel, passengers must produce a valid passport and their booking reference code at check-in. Passengers must have the documents required by the legislation of the country of destination in order to enter that country. It is the passenger's personal responsibility to ensure that they have valid documentation, which meets the requirements of immigration and customs authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of breach of this requirement shall be paid by or charged to passengers. Passengers are requested to contact the immigration authorities of the country of destination for further clarifications before booking their ticket. Should the documents produced by the passenger not be valid or should the passenger's name on the booking not match the name on the passport, the carrier will deny boarding and the ticket will not be refunded.

8.- Special assistance

For special service requests, flight reservations have to be done only by contacting our call center.

For any kind of assistance and for information about the travel policies regarding new-born babies, disabled passengers and pregnant women, it is necessary to contact the carrier's Call Center at the moment of the booking. In the same way, passengers must contact the Call Center to carry bicycles, surf boards, skis and animals. Policies and procedures are subject to change without notice.

Passengers under 15 years of age must be accompanied by an adult of at least 18 years of age while travelling. We will not accept more than one infant per adult, again older than 18 years of age. The carrier will not accept more than one infant per adult passenger.

On all flights from Rome to Catania and Palermo (and vice versa) operated by WindJet; on flights VA 3020/3021 between Rome and Warsaw and on all VA flights between Paris CDG and Warsaw operated by Air Polonia, VolareWeb cannot accept reservations requesting special assistance services. Therefore, in this case, passengers will have to make their reservations by directly contacting WindJet and Air Polonia.

9.- Conduct on board

Failure to adhere to this regulation results in legal actions and the payment of a fine between 25 and 250 Euro (this sanction can be doubled if there are pregnant women or children aged less than 12 nearby).

Passengers are not allowed to consume alcoholic beverages on Volareweb.com flights which they have supplied themselves or have been supplied by third parties.

Passengers are reminded that, in accordance with national and international laws, the flight Captain is in command of the aircraft and all the people on board shall obey his or her lawful commands. Captains are given authority to deal with passengers who misbehave or are disruptive. If a passenger causes any damage whatsoever to the carrier or to third parties with his or her behaviour, he or she will be held liable for it and will have to pay for any damage caused to the carrier or to third parties.

10.- Refusal and limitation of carriage

The carrier may deny boarding, passenger's or baggage carriage or continuation of carriage or cancel their booking, if:

- a) deemed necessary for safety reasons or to ensure public order; or if
- b) necessary to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over; or if
- c) the passenger's behaviour, status or mental or physical conditions are such as to:
 - (I) require special assistance from the airline, assistance the airline cannot provide or can provide only by facing

disproportionate costs, or

(II) cause harm and discomfort to other passengers; or

(III) put the passenger, other people, the crew or properties in danger; or

d) the passenger has committed misconduct on a previous flight.

Should a passenger be refused carriage for any of the reasons stated above or should his or her booking be cancelled for any of those reasons, he or she will receive no refund.

11.- Baggage

11.1 The baggage allowance is two pieces of luggage per passenger (no free infant baggage allowance), weight not exceeding 15 kg, the sum of height, length and width not exceeding 160 cm. Checked baggage in excess of 15kg will be charged at the rate of 5 EURO per kilo for Italian domestic flights and 7 EURO for international flights. In addition, if you wish to carry 3 or more pieces of luggage, or if the dimensions of your luggage are more than 160 cm (sum of length, height and width), you must pay an additional fee of 20 EURO per piece.

On all flights from Rome to Catania and Palermo (and vice versa) operated by WindJet, the baggage allowance is 15 kg. and it is not possible to profit from allowances that were not used by other passengers. Checked baggage exceeding 15 kg. will be charged at the rate of 4 EURO per kilogram for the first 5 kilograms and 2 EURO per kilogram from the 6th kilogram on.

Onboard the flights VA8028 (Milan Linate-Lampedusa) and VA8029 (Lampedusa-Milan Linate) operated on Saturdays, Volareweb.com will not accept any request concerning special assistances and carriage of pets.

11.2 The carriage of golf equipment, bicycles, and windsurf boards is subject to an additional charge of 25 Euro (or local currency equivalent) per flight per item. Checked baggage in excess of 15kg will be charged at the rate of 5 EURO per kilo for Italian domestic flights and 7 EURO for international flights.

On all flights from Rome to Catania and Palermo (and vice versa) operated by WindJet ; on flights VA 3020/3021 between Rome and Warsaw and on all VA flights between Paris CDG and Warsaw operated by Air Polonia , VolareWeb cannot accept reservations requesting this kind of service and passengers will have to make their reservations by directly contacting WindJet/Air Polonia according to the sales conditions of WindJet and Air Polonia.

11.3 The carriage of water ski, ski, surf and kitesurf equipment is free if not exceeding 1.60 m, and baggage indemnity, otherwise a charge of 25 EURO and a charge of 5 EURO for Italian domestic flights and 7 EURO for international flights per any excess kg will be applied.

On all flights from Rome to Catania and Palermo (and vice versa) operated by WindJet ; on flights VA 3020/3021 between Rome and Warsaw and on all VA flights between Paris CDG and Warsaw operated by Air Polonia, VolareWeb cannot accept reservations requesting this kind of service and passengers will have to make their reservations by directly contacting WindJet, according to the sales conditions of WindJet and Air Polonia.

11.4 Diving equipment can be carried on payment of a charge of 90 EURO.

On all flights from Rome to Catania and Palermo (and vice versa) operated by WindJet ; on flights VA 3020/3021 between Rome and Warsaw and on all VA flights between Paris CDG and Warsaw operated by Air Polonia, VolareWeb cannot accept reservations requesting this kind of service and passengers will have to make their reservations by directly contacting WindJet, according to the sales conditions of WindJet and Air Polonia.

11.5 Animals may not be accepted for carriage in the hold; on payment of an additional charge of 30 Euro, only two small animals (only dogs, cats, singing birds, rabbits, Guinea pigs and hamsters), weighing no more than 10 kg including their containers, can be accepted in the cabin (only one animal per passenger).

Due to strict space availability, we recommend you to contact our Call Center as early as you can. Failure to do so, may result in the item being refused carriage at check in. The carrier does not transport animal in the cabin on the flight from/to London. On flights from the Continent to Sardinia, the above animals can be carried provided that they were vaccinated against rabies. Vaccination must have been done within 30 days of the entry into Sardinia. This must be confirmed by a vet's certificate. For flights from Sardinia to the Continent, no vaccination is required.

These conditions are not valid on all flights from Rome to Catania and Palermo (and vice versa) operated by WindJet; VolareWeb cannot accept reservations requesting this kind of service and passengers will have to make their reservations by directly contacting WindJet, according to the sales conditions of WindJet.

On all flights from Rome to Catania and Palermo (and vice versa) operated by WindJet ; on flights VA 3020/3021 between Rome and Warsaw and on all VA flights between Paris CDG and Warsaw operated by Air Polonia, VolareWeb cannot accept reservations requesting this kind of service and passengers will have to make their reservations by directly contacting WindJet, according to the sales conditions of WindJet and Air Polonia.

11.6 In order to check space availability on board the aircraft for the carriage of objects and animals (see paragraphs 11.2, 11.3, 11.4, 11.5), passengers must contact the call center well in advance before departure. Not to do so may result in the item or the animal being refused carriage at check in.

11.7 The applicable tariffs for the carriage of baggage and animals must be paid when checking in, or at the time of booking or on the return journey.

11.8 Only one piece of unchecked baggage per passenger, not exceeding 5 kg. and less than 115 cm (sum of length, height and width), is allowed in the cabin. The following items can be carried on board free of charge: a handbag, a brief case or a bag; a coat or a blanket; an umbrella or a walking stick; a camera or binoculars; something to read during the journey; a travel cot and baby food; a wheelchair that can be folded, crutches and other prosthesis only if the passenger depends on them.

11.9 The carrier will not accept the following items in checked baggage: fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

11.10 Passengers must put a baggage tag with their first and last name on their unchecked and/or checked baggage. Baggage without a name tag will not be accepted by the carrier. Baggage tags are available in airports at the carrier's check-in desks.

11.11 The carrier does not accept responsibility for unsuitably packed, perishable, and fragile items; for minor damage to the exterior surface of baggage, like stains or scratches, resulting from normal use or for water damage to non-waterproof baggage.

11.12 As regards passengers' rights, in case of loss or damage of baggage, 1999 Montreal Convention and CE 2027/97 Regulation, as last modified in CE 889/02, are applied.

11.13 After finding the baggage, the carrier will not deliver it to the passenger's home-address. Collecting the baggage at the airport is at the passenger's expense as well as delivery by courier.

12.- Dangerous articles in baggage

12.1 For safety reasons, dangerous articles, such as those listed below, must not be carried in passengers' baggage: Compressed Gases (deeply refrigerated, flammable, non-flammable and poisonous) such as butane, oxygen, liquid nitrogen, aqualung cylinders and compressed gas cylinders.

Corrosives such as acids, alkalis, wet cell batteries and mercury.

Explosives, munitions, hand guns, fireworks, flares and pistol caps.

Flammable liquids and solids such as lighter fuel, MATCHES, paints, thinners, firelighters.

Radioactive materials.

Brief cases and attaché cases with installed alarm devices.

Oxidising materials such as bleaching powder and peroxides.

Poisons and infectious substances such as insecticides, weed-killers and live virus materials.

Other dangerous articles such as magnetised material, offensive or irritating substances.

12.2 Passengers with firearms and ammunition (WAM pax) are not accepted on Volareweb.com flights, except passengers belonging to Arma dei Carabinieri, state police and customs officers etc, and only when travelling on Italian domestic routes. In this case, passengers carrying weapons must be pre-boarded, i.e.: Passengers not belonging to the categories mentioned above and willing to carry firearms (in cabin and/or in the hold) will not be accepted on board.

12.3 Medicines and toiletries in limited quantities, which are necessary or appropriate for the passenger during the journey, such as hairsprays, perfumes and medicines containing alcohol, may be carried. Many of the items listed above can be carried as air cargo provided they are packed in accordance with cargo regulations.

12.4 THE USE OF ELECTRONIC DEVICES OF ANY KIND AND OF TELEPHONES ON BOARD THE AIRCRAFT IS STRICTLY PROHIBITED. Further information is available on request.

12.5 The following articles may be carried

- Medicinal or toilet articles, which are necessary for a journey, up to a maximum of 2 kg. or 2 lt.;
- alcoholic beverages, perfumes and colognes up to maximum of 2 lt.;
- dry ice up to maximum of 2 kg., only in cabin baggage;
- personal smoking materials when carried on passenger's person. However, lighter fuel and refills, and lighters containing unabsorbed liquid fuel are not permitted;
- cardiac pacemakers containing radioactive material such as plutonium batteries;
- small carbon dioxide gas cylinders worn by passengers for the operation of mechanical limbs (including spare cylinders necessary for the journey);
- catalytic hair curlers containing hydrocarbon gas, in cabin baggage only. Safety cover must be securely fitted over the heating element.
- Gas refills are not permitted;
- With the carrier's approval, small gaseous oxygen or air cylinders required for medical use.

13. APPLICABLE RULES AND IMPORTANT NOTICES

13.1 The international carriage by air within Italian territory is regulated by:

- CE n. 2027/97 Regulation as last modified in CE 889/02 Regulation and by the liability exclusions and limitations of the carrier as stated in the same;

- General Conditions of the carrier for national transport of passengers and baggage, along with respective regulations; the same carrier's General Conditions and regulations are included in these conditions; these General Conditions are printed on the back of the Ticket, on the website www.volareweb.com or may be consulted upon request at the carrier's office. Carriage by air whose destination or stopover is in another country, different from the one of departure, is subject to liability exclusions and limitations according to CE n. 2027/97 Regulation as last modified in CE 889/02 and, for what is missing, to Montreal Convention.

13.2 Liability exclusions and limitations of the carrier are applicable also to its agents, employees, representatives and body corporates whose aircraft is used by the carrier for carriage, as well as agents, employees and representatives of body corporates. No carrier's agent, employee or representative has the authority to change or erase any provision of this contract.

13.3 A carrier issuing an air ticket on another carrier does so only as its agent.

13.4 Checked baggage will be delivered to the bearer of baggage identification tag.

13.5 Complaints related to registered baggage, on both national and international journeys, must be made in writing, forthwith after delivery, or at the time baggage should have been delivered by using the appropriate form (PIR-Property Irregular Reports), available at all airports. The complaint must be submitted to the carrier:

-in case of damage, forthwith after discovering the damage or, at the latest, within seven days from the date of receipt;

-in case of delayed baggage delivery, within 21 days from the date on which the baggage has been placed at the passenger's disposal.

13.6 The carrier's name may be abbreviated on the ticket, its full name and abbreviation is printed on carrier's pricelist, regulations or timetables. Any stopover is indicated on the ticket or on the timetable. Carriage with different Airlines and carriers is to be considered as a single operation.

13.7 Tickets are valid for one year from the date of purchase.

13.8 The carrier reserves the right to refuse transportation to any person who bought the ticket by breaking the applicable laws or the carrier's fares.

13.9 Some special fares are subject to conditions that could imply restrictions or forbid booking changes and refunds. Ticket fares may include some government taxes and other official services that sometimes may represent a large amount of the total fare. These taxes are included in the price or printed on the ticket.

13.10 The carrier will carry passengers and baggage with reasonable dispatch. Times shown on timetables or elsewhere are not guaranteed and are not part of this contract. The carrier may without notice substitute carriers or aircraft, and may alter or omit stopovers shown on the ticket in case of necessity. Schedules are subject to changes without notice. The carrier takes no responsibility for connections.

13.11 Ticket purchase by phone, e-mail or on line is governed by the regulations of Decreto Legislativo n.185 (May 22nd 1999) applicable to transportation contracts included the exclusions of Art. 7 of the same Decreto.

14. NOTICE TO PASSENGERS ACCORDING TO ART. 6, N.2, REGULATION (CE) N.2027/97.AS LAST MODIFIED IN REGULATION (CE) 889/02

According to (CE) n.2027/97 Regulation as last modified in CE 889/02 Regulation the liability of European Community air carriers in case of death, personal injury or wounds of the passenger, occurred on board the aircraft or during boarding or disembarking, is not subject to financial limits. The carrier cannot exclude or limit its liability for damages up to the equivalent in ECU to 100.000 SPD, giving evidence that all necessary and possible measures were taken to avoid the damage. In case of damages exceeding 100.000 SPD, the carrier will be exonerated if it can supply such evidence. The carrier is not responsible for damages due to the passenger's negligence. The carrier will make prompt advance payment to the person entitled, if required to meet immediate economic needs, in proportion to the hardship suffered and, in case of death, no less than the equivalent in ECU to 16.000 per passenger. Volare Airlines S.p.A. insurance coverage for civil liability is in accordance with the Regulation. In case of carriage delay of checked baggage or passengers the carrier is responsible for the damage, unless any preventive measure was taken to avoid it or it was impossible to take such measures. Damage liability for delay of checked baggage or passengers carriage is limited respectively to 4150 DSP and 1000 DSP. In case of baggage loss or damage, the carrier is responsible for it up to 1000 DSP, unless a special declaration of passenger's actual interest is given in delivery at destination, for which a supplementary sum will be asked. In any case of checked baggage damage (loss or delay), if the person entitled to delivery does not complain about it, it is prima facie evidence that the baggage has been delivered in good condition and according to the carriage contract. In case of damaged checked baggage, every complaint must be made in writing within seven days and, in case of delay, within 21 days from the date on which the baggage has been placed at the passenger's disposal; otherwise the baggage is considered to be delivered in good condition, on time, in accordance with the contract of carriage, so that the passenger loses any right of action.

15. Web-Page utilization – Copyright – Software

This website is for personal use only and can not be modified, reproduced, duplicated, copied, distributed, sold or used for whatever other commercial purpose. All the contents of this website, including texts, graphs, images, audio texts and software are the property of Volare Airlines and are protected by copyright laws.

16. NOTICE with regard to “D. LGS. 196/2003 Tutela della Privacy”

16.1 The Carrier takes great care with personal information provided to us online, taking steps to keep it secure and protect passengers' privacy.

16.2 The carrier, through bookings and booking confirmations, obtains passengers' data, necessary for the carrier to respect the contractual obligations towards passengers.

Therefore, these data will be used for the purposes of carrying out bookings and communicating with customers in respect of the journey and in respect of other services.

16.3 To this extent, passengers authorise the airline to use their data and disclose them to the airline's offices, and other carriers or third parties providing services on behalf of the airline.

16.4 With regard to all the personal data provided, the passenger, shall have the right, pursuant to Art.7 of Legislative Decree 196/2003:

- to obtain confirmation of the existence or not of personal data relating to him/her, regardless of their being already recorded, and communication of such data in intelligible form.
- to ask the carrier for confirmation of the existence of personal data relating to him/her; where it is not confirmed that personal data concerning the passenger exist, further to a request, the passenger may be charged for a fee which shall not be in excess of the costs actually incurred for the inquiries actually made in the specific case;
- to obtain indication of: the source of such personal data, the purposes and manner of their use, the logic applied to processing if the latter is carried out with the aid of electronic means; the identification details of the data controller, processors and designated representatives as well as the entities or categories of entities to whom the personal data may be communicated or who may get to know such data in their capacity as the designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing.
- to obtain the updating, rectification or, where interested therein, completion of the data; the erasure, transformation into an anonymous form or blocking of any data processed unlawfully, including those data whose retention is unnecessary for the purposes for which they were collected or subsequently processed; the certification that the aforesaid operations have been notified, as also related to their contents, to the entities to whom or which the data were communicated or released, unless this requirement proves impossible or involves a manifestly disproportionate effort compared to the right that is to be protected.
- to object in whole or in part, on legitimate ground, to the processing of the personal data concerning him/her even if relevant to the purpose of the collection; to the processing of personal data concerning him/her, for the purpose of

sending advertising material, or for direct selling or else for the performance of market research or commercial communication surveys. When disclosing their data the passengers have the right be informed of the possibility of exercising this right for free.

16.5 The cancellation of passengers' personal data can be requested at any time by fax, email or in writing at the carrier's headquarter.

16.6 Dott. Franco Sebasti, Casella Postale 311, Gallarate is the responsible person for collection and treatment of personal data.