

Conditions of carriage

GENERAL CONDITIONS OF THE CONTRACT FOR THE CARRIAGE OF PASSENGERS AND BAGGAGE

1. Definitions

“**Ticket**” is the localizer number or, as the case may be, the baggage identification tag, issued by or in the name of the Air Carrier, which gives the ticket holder the right to travel to the indicated destination under its terms and conditions, as well as in these General Conditions.

“**General Conditions**” are these general contract conditions for the carriage of passengers and baggage.

“**Contract**” is this contract for the carriage of passengers and baggage.

“**Montreal Convention**” is the Convention for the unification of certain Rules Related to International Carriage, signed in Montreal on the 28th of May 1999

“**Warsaw Convention**” is the Convention for the unification of certain Rules Related to International Carriage signed in Warsaw on the 12th of October 1929.

“**Data**” has the meaning attributed to it in Clause 13 of these General Conditions.

“**IATA**” is the International Air Transport Association.

“**ANL**” is law 48/1960 from July 21st over Air Navigation.

“**IOCA**” is the International Organization of Civil Aviation.

“**Regulation 261/2004**” is Regulation (EC) 261/2004 of the European Parliament and the Council, of February 11th, 2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights

“**Regulation 2027/97**” is the Regulation (EC) 2027/97 of the Council, of October 9th 1997, on air carrier liability regarding carriage of the passengers and their baggage, established as protocol by the Regulation (EC) 889/2002 of the European Parliament and Council, on May 13th 2002.

“**Carrier**” or “**Vueling**” is Vueling Airlines, S.A., a company whose address is El Prat de Llobregat (Barcelona), Parque de Negocios Mas Blau, C/ Berguedà, 1 and with a NIF (fiscal identification number) A-63422141 or sub-charter company operating for Vueling.

“**Domestic Flight**” is the carriage between a departure and arrival airport, as well as those of the intermediary connections, all in the Spanish national territory.

“**International Flight**” has the same meaning attributed to “International Carriage” in the Montreal Convention.

2. Aim

The aim of this Contract is to regulate the terms and conditions for which the Carrier provides carriage for the passenger and baggage to the destination specified on the ticket and, if required, to provide other services related to the carriage. To these effects, the use of the Ticket will be used exclusively for the Carrier's flights from the departure airport to the arrival airport, using, to the extent that it is possible, the routes and dates indicated therein.

Without prejudice to the provisions in these General Conditions, all transport and other services provided by the Carrier will be subject to (i) the arrangements that appear in this Ticket; (ii) the applicable fares; (iii) the related regulations which form part of this Contract (and, where appropriate, may be consulted in the offices of the Carrier); and (iv) the current applicable standard.

3. Ticket

The Ticket, together with the General Conditions, describes the terms and conditions of this Contract. The General Conditions can be found at the disposal of the public on the website of the Carrier, (www.vueling.com), and a copy can be obtained at the address indicated in Clause 1 and at the check-in counters.

The ticket will only be valid for the passenger whose name appears therein and for the flight shown, and it will be necessary that the flight correspond to the one reserved and that the passenger presenting the Ticket be the person who originally was listed as a passenger or the person specified in a change made after the initial reservation was made, provided that said change had been made in accordance with these General Conditions.

Payment in accordance with Clause 5.3 shall signify the acceptance of this Contract.

4. Fares

4.1 General: The fare is only applicable from the departure airport to the arrival airport. The Ticket fare does not include land transportation between airports or between airports and city terminals, unless the Carrier expressly offers it. The Ticket fare will be that set by the Carrier in any given moment.

4.2 Taxes and Charges: The Carrier may add to the fare of the ticket the taxes and charges which are established by the competent authorities where and when it is deemed appropriate and will be paid by the passenger. The carrier will inform the passenger of the total amount of the taxes and charges upon making the reservation. These taxes and charges are subject to modifications beyond the Carrier's control, and may be changed after making the reservation. In the case that these taxes and charges are increased, the passenger is obligated to pay the amount of the increase before beginning their flight. In the case that the taxes and charges have decreased or have been lifted before the Carrier has paid, the passenger, where appropriate, will have the right to claim a refund of that amount.

4.3 Non-use of flight: Save as otherwise provided in these General Conditions, the failure by a passenger to use a flight booked by him/her shall not give rise to any obligation or liability on the part of the Carrier to return or reimburse to the passenger the price of that flight or the charges, booking fee, taxes or any other amount paid by the Passenger to the Carrier in connection with that flight or to pay any compensation or indemnity except the reimbursement of any Airport Tax or Security Tax to the extent that the passenger requests reimbursement of the same.

5. Seat Reservations

5.1 Reservation Requirements: The seat reservation for a flight is confirmed when the Carrier issues a tracking number or the Ticket, with no further confirmation required.

5.2 Changes in the reservation: The passenger will not have the right to change the reservation once it is confirmed. Without infringing upon the aforementioned, the identity of the passenger or the flight can be changed (subject to seat availability), paying a surcharge per passenger, and, where appropriate, the difference between the price of the original Ticket and its corresponding taxes and charges, and the price of the new Ticket and its corresponding taxes and charges. The surcharge for changing the identity of the person on the reservation will be 30 euros. Changes to the reservation should be made at least two (2) hours before the departure of the flight. The Ticket must have the same person's name on it for every leg. The name on the Ticket may not be changed if any leg indicated therein has already been completed.

5.3 Payment: The price of the Flight Ticket as well as taxes, handling fees and any other administrative charges relating to the booking shall be paid in full at the time the reservation is confirmed. Should the aforementioned payment be verified as outstanding, the Contract shall be deemed not to have come into effect and the present Conditions shall not be applicable.

6. Schedules and connections, delays, diversions, substitutions, flight cancellations, and passengers denied boarding

6.1 Schedules and connections: At any moment after making a seat reservation the Carrier may change the schedule and/or cancel, consider finished, divert, postpone or delay any flight if the Carrier decides to do so with just cause or for security reasons and in such cases Clauses 6.2 through 6.6 shall apply.

Vueling does not make connecting flights. In case you buy two tickets with the intention of connect flights, we advise you to have into account that there must be a 120 minutes difference between landing and departure. At the same time, as we do not make connected flights, please notice you will have to book-in at Vueling desks for each flight. Remember we offer a Check-in on line service which may help you save time.

6.2 Delays: If the Carrier foresees a flight delay in regards to its departure time: (i) equal to or greater than two hours, in the case of flights up to 1500 km, (ii) equal to or greater than three hours, in the case of all intra-community flights of more than 1500 km and all the other flights between 1500 and 3500 km, (iii) equal to or greater than four hours, in the case of all flights not included in the aforementioned sections, it shall offer the passengers the assistance

specified in (a) Clauses 7.3 (i), 7.3 (iv), and 7.3 (v), (b) Clauses 7.3 (ii) and (iii) when the foreseen departure time is at least the day after the previously announced departure time, and (c) Clause 7.2 (i) when the delay is equal to or greater than five hours.

6.3 Diversions: In the case that it is necessary to divert the flight, the Carrier will be responsible for ensuring that the passenger arrives at the place of connection or original destination point.

6.4 Substitution of flights: In the case that it is deemed necessary, the Carrier is empowered to make substitutions with other carriers, use airplanes different from those originally planned for the flight and modify or cancel connections as planned and indicated on the Ticket.

6.5 Cancellation of Flights: In the case that a flight is cancelled, the Carrier will offer the passengers the assistance mentioned in Clauses 7.2, 7.3 (i), 7.3 (iv), and 7.3 (v), and, in the case that alternative transport is offered when the foreseen departure of the new flight is at least on the day after the programmed departure of the cancelled flight, the assistance of Clauses 7.3 (ii) and 7.3 (iii). When passengers are informed of a flight cancellation, the Carrier will provide information related to possible alternative means of transport. Likewise, the passengers will have the right to compensation under Clause 7.1.

The Carrier will not be obliged to pay any compensation to the passenger in accordance with Clause 7.1 when the cause of the cancellation was due to adverse meteorological conditions, war, acts of terrorism, unforeseeable circumstances, altercations, protests and any other situation regarding public demonstrations, technical problems that affect the aircraft, delays and air traffic control problems, fires, flooding, terrestrial movements, earthquakes, natural disasters, epidemics, and other restrictions provoked by a declaration of quarantine, acts of a competent authority, strikes and other labour-related situations, failures by any supplier or subcontractor or any other extraordinary circumstance that could not be avoided even if reasonable measures had been taken.

Likewise, the Carrier is not obligated to pay compensations outlined in Clause 7.1 when it has informed passengers of a flight cancellation (i) at least two weeks in advance of the scheduled time of departure, (ii) between two weeks and seven days prior to the scheduled time of departure and offers an alternative means of transport which allows for passengers to leave no more than two hours earlier than the scheduled time and arrive to their final destination with less than a four hour delay with respect to the scheduled time of arrival, or (iii) less than seven days notice prior to the estimated time of departure and offers another flight which allows passengers to leave with no more than an hour early with respect to the scheduled time of departure and arrive to their final destination with less than a two hour delay with respect to the scheduled time of arrival

6.6 Passengers denied boarding: In the case that a flight has excess reservations, the Carrier will ask for volunteers to renounce their reservation in exchange for benefits to be agreed between the parties. In any case, the passengers denied boarding against their will have the right, dependant upon the case, to the compensation outlined in Clause 7.1 and will be given the necessary assistance measures specified in Clauses 7.2 and 7.3.

6.7 Others: Assistance measures seen in Clauses 6.2, 6.5, and 6.6 will not be applicable to passengers travelling free of charge or with a ticket at a reduced price that is not directly or indirectly available to the public.

7. Compensation factors, reimbursement, alternative transportation and assistance

7.1 Compensation Factors: Except for events arising as a consequence of adverse meteorological conditions, war, acts of terrorism, unforeseeable circumstances, altercations, protests and any other situation regarding public demonstrations, technical problems that affect the aircraft, delays and air traffic control problems, fires, flooding, terrestrial movements, earthquakes, natural disasters, epidemics, and other restrictions provoked by a declaration of quarantine, acts derived from a competent authority, strikes and other labour-related situations, failures by any supplier or subcontractor or any other extraordinary circumstance that could not be avoided even if reasonable measures had been taken, passengers have the right to the following compensation in accordance with Clauses 6.5 and 6.6: (i) 250 euros for flights up to 1500 km, (ii) 400 euros for all intra-community flights more than 1500 km and for all other flights, between 1500 and 3500 km, and (iii) 600 euros for all flights not included in (i) – (ii) inclusive.

The Carrier can reduce the indicated compensation by 50% if, in accordance with Clause 7.2, it offers the passengers the possibility of arriving at their final destination using alternative transportation with a difference in arrival time compared to the scheduled time for the initial flight reserved: (i) not to exceed two hours, for all flights up to 1500 km, (ii) not to exceed three hours, for all intra-community flights of more than 1500 km and for all other flights between 1500 and 3500 km, or (iii) not to exceed four hours for all other flights not included in sections (i) – (ii) inclusive.

7.2. Means of Reimbursement and alternative transportation: The Carrier, in accordance with Clauses 6.2, 6.5, and 6.6 will offer the passengers the following options:

- (i) reimbursement within seven days of the total cost of the Ticket at the price at which it was purchased, corresponding to the part or parts of the flight not taken and to the part or parts of the flight taken, if the flight no longer has anything to do with the initial flight plans of the passenger. Likewise, in that case, a return flight to the first departure point will be offered as soon as possible;
- (ii) transport to the final destination with comparable transport conditions, as quickly as possible; or
- (iii) transport to the final destination, with comparable transport conditions, on a later convenient date for the passenger, subject to seat availability.

In the case of cities or regions in which various airports are located, the Carrier, if it offers a flight to a different airport from the one for which the original reservation was made, will bear the cost of transporting the passenger to the airport for which the original reservation was made, or to another close-by location agreed upon with the passenger.

7.3 Means of assistance: The Carrier, in accordance with Clauses 6.2, 6.5, and 6.6, will offer passengers the following forms of assistance: (i) food and sufficient refreshments, relative to the necessary wait time, (ii) lodging in a hotel when it is necessary to stay one or more nights, (iii) transportation between the airport and the place of lodging, in the case that the assistance referred to in section (ii) of this Clause is required, (iv) two telephone calls, telex fax messages or e-mails, and (v) a notice setting out the compensation and assistance to which the

passenger is entitled and the contact information for the national body responsible for enforcing Regulation 261/2004.

7.4 Taxes and fees: In the case provided for in Clause 7.2, the passenger will have the right to claim reimbursement for the relevant taxes and fees, where appropriate.

7.5 Refund requests: Refunds will only be made after the Ticket or any other documentation that the Carrier may have provided relating to the carriage is submitted the Carrier.

7.6 Others: The provisions of Clause 7.2 (i) will also be applicable to passengers whose flights are part of a combined trip except the right of refund, when and where appropriate.

8. Baggage

8.1 General: The carrier will assume responsibility for the passenger's baggage from the moment it is submitted for check-in. The Carrier will provide the passenger a baggage receipt that will serve as proof that the baggage had been checked in.

8.2 Baggage restrictions: The following are prohibited from being transported as baggage:

(i) Articles or objects that, in the opinion of the Carrier, are not properly wrapped or packaged.

(ii) Articles or objects that, in the opinion of the Carrier, put the aircraft, the flight crew or other passengers in danger. In this sense, those goods or objects defined by the rules of the IOCA or IATA will be considered dangerous.

(iii) Articles or objects whose transport is prohibited by the laws of the country of departure, arrival or connection.

(iv) Articles or objects that, judged by the Carrier, are not suitable to be transported due to their weight, configuration or size.

(v) Fragile or perishable articles or objects, valuable furniture, collections of samples, cameras, videogames, jewellery or valuable objects, cash or negotiable papers, precious stones and metals, computers, electronic devices and forms of identification (passport, DNI – National Identity Document).

(vi) Firearms and ammunition, except for those used in hunting and for sport, which can be transported in checked baggage as long as they are unloaded, with the safety on, and properly wrapped and the passenger displays proper permission. The transport of ammunition is subject to the IOCA and IATA regulations concerning dangerous articles.

(vii) Any type or size of blade. The Carrier reserves the right to check in antique blades (swords, knives and daggers) as baggage.

(viii) Live animals, except those expressly mentioned in Clause 8.8.

(ix) Mortal remains.

8.3 Right of the Carrier to deny baggage: The Carrier reserves the right of transport, and, in the case that upon discovery after inspection of the baggage and after beginning the flight, may deny transportation of any object or article mentioned in Clause 8.2.

8.4 Right of the Carrier to inspect the baggage: For security reasons, the Carrier may search and/or inspect all or part of the passenger's baggage at any moment from the time it is checked in, with the appropriate technical devices (including x-rays). By accepting these General Conditions, the passenger expressly and amply gives consent to the Carrier to carry out these search and/or inspection tasks as many times as may be necessary. The Carrier will not be responsible for damage caused to the baggage or the passenger as a result of these search and/or inspection tasks, unless there is negligence by the Carrier.

The carrier will have the power to discontinue this Contract without incurring any responsibility in the case that the passenger refuses examination and/or inspection of their baggage.

8.5 Baggage weight per passenger: Each passenger may transport (according to free weight allowance) up to a maximum of 20kg of baggage without surcharge. The passenger will be charged 6€ for each kg of baggage that exceeds that weight. The Carrier reserves the right to increase, reduce or suppress this amount at any given moment. The Carrier may deny transport of all or part of any baggage that exceeds the amount of weight stipulated in Clause 8.5.

8.6 Carry-on baggage: Passengers may keep 1 piece of baggage in the aircraft cabin weighing up to 10kg and maximum dimensions of 55x40x20cm (see baggage). Additionally, passengers can take on board a woman's handbag or small briefcase, a coat, a cloak or travel blanket, an umbrella or cane, a pair of crutches, a small photographic camera or binoculars.

Passengers must always follow the instructions of the Carrier regarding the unchecked baggage carried in the aircraft cabin.

8.7 Checked baggage collection and delivery: The passenger may pick up their baggage from the moment the Carrier places it at their disposition at the points that are used for this purpose in the destination airport or in the airports of connecting flights. Removal of the baggage without protest by the holder of the baggage receipt (opening of the P.I.R. in the corresponding display) will mean renunciation of any complaint that may be made against the Carrier for any damage that the baggage may have incurred. In the case that baggage is not picked up by the passenger within 7 days after making it available, the Carrier may charge the amount of 10 euros per day for storage. If the passenger does not pick up the baggage within a period of three (3) months from the time that it is made available, the Carrier may dispose of this baggage as it sees fit disclaiming any responsibility for carrying this out.

In the case that a passenger claims a piece of baggage and does not present the corresponding baggage receipt, said piece of baggage will be turned over if it can be proven to the satisfaction of the Carrier that the passenger has the right to receive it.

8.8 Animals: Without infringing on that which is stated in Clause 8.2 (viii) of these General Conditions, a passenger with physical disabilities may transport guide dogs as well as their food at no additional charge for excess baggage (previously having consulted Vueling Ticket Sales Offices regarding the value). The passenger with the disability will assume all

responsibility for any damages that may arise, to other passengers or to the aircraft, due to the animals referred to in Clause 8.8.

9. Check-in and administrative formalities

9.1 Check-in Deadline: The passenger must arrive at the airport with sufficient time relative to the departure time of their flight to be able to carry out all the governmental formalities and, when applicable, to check in baggage.

Check-in desks will close 40 minutes before departure; no passenger arriving any later will be permitted on the flight. The passenger is responsible for complying with the Registration Time Limit applicable for the corresponding Ticket.

The Carrier reserves the right to deny boarding to a passenger once the corresponding Check-in Deadline has been exceeded, in which case the Carrier will not be liable for any damage that the passenger may suffer as a result of non-acceptance for boarding the flight.

Once the established Check-in deadline has passed, the Carrier may give the seats corresponding to passengers with reservations that have not been identified in the corresponding check-in counter or in any other office that the Carrier may indicate before the Check-in Deadline to stand-by passengers who may be on the waiting list.

9.2 Check-in: In order to check-in baggage, the passenger must present the ticket or corresponding tracking numbers and current national identification documents or passports that allow proper identification. The Carrier reserves the right to identify the passenger by other means if it deems the documentation to be insufficient or doubts arise about the identification or the validity of this documentation.

9.3 Boarding: Boarding will start 30 min before departure time.

The departure gate closes 10 min. prior to departure. The Carrier reserves the right to cancel seat assignment and reservation of passengers who have not boarded at least 10 min before scheduled departure time. Passengers arriving any later will not be eligible for flight and denied boarding compensation.

9.4 Compliance with regulations: The passenger is solely responsible for complying with all of the laws, regulations, rules, demands and requirements of the countries to or from which the passenger is travelling, flying over or having layovers. The passenger will further be responsible for complying with these General Conditions and other rules that may be applicable at any time and those that the Carrier may inform them of at any time. The Carrier will not be responsible for the passenger's baggage or lack of visas, permits and, in general, any documents that may be necessary for compliance with said laws, regulations, rules, demands and requirements.

9.5 Travel documents: When so required, the passenger will be responsible for obtaining, carrying and presenting all entry and departure documentation required by the countries of departure, arrival and those countries being flown over, as well as medical or any other documents that may be required in said countries. The Carrier reserves the right to deny carriage to any passenger that has not complied with said applicable laws, regulations, rules, demands and requirements, or whose documents, in the opinion of the Carrier, do not comply with these.

9.6 Denial of entry into a country: In the case that, for any reason, a public authority of any of the countries from or through which the transportation takes place denies the entry of the passenger into said country, including in transit, the passenger will pay the price for transportation to return to the original airport or to any other airport. The Carrier will not be obliged to reimburse the passenger for the part of the price of the Ticket corresponding to the routes the passenger had not completed and will not be held responsible for the passenger's baggage.

9.7 Passenger responsibility: In the case that the Carrier has to pay any fine or sanction or incur any expense due to the passenger's baggage (customs, police, etc.) or the passenger's non-compliance with any law, regulation, rule, demand or other travel requirement of the country of origin, country of destination or country over which the passenger travels, the passenger will reimburse, when requested by the Carrier, the amount paid by the Carrier, or the expense they have incurred or will have to incur.

9.8 Security Inspections: The passenger accepts any security controls or requirements carried out by government, airport or Carrier employees or by third parties that the Carrier may have hired for these effects.

10. Right of the carrier to deny the carriage of passengers and carriage restrictions

10.1 Right of the carrier to deny the carriage of passengers: The Carrier reserves the right to deny at any moment carriage to passengers who have valid Tickets or their baggage if in the opinion of the Carrier:

- (i) It is necessary or advisable for security reasons;
- (ii) It is necessary or advisable in order to comply with the applicable laws and rules in a country of origin, destination or flight connection;
- (iii) It is necessary or advisable due to the conduct, state, age, mental or physical condition of the passenger;
- (iv) It is necessary or advisable to avoid injury, discomfort or inconveniences to other passengers or the flight crew;
- (v) It is necessary or advisable because the passenger has previously been non-compliant or may be non-compliant with the rules of the Carrier;
- (vi) The passenger has presented to the Carrier a document (a) presumably obtained illegally; (b) has been reported as stolen or missing, or (c) is presumably false or contains modifications or alterations of any type not performed by the Carrier. In these cases, the Carrier reserves the right to withhold those documents;
- (vii) The person at the Carrier check-in desk is not the same as that on the Ticket. In this case, the Carrier reserves the right to withhold the Ticket.

10.2 Carriage Restrictions:

(i) The Carrier accepts to carry pregnant women up until their 27th week of pregnancy (included), without requiring a medical certificate. When the flight takes place between the 28th and the 35th (inclusive) week of pregnancy, a medical certificate confirming the number of weeks of gestation and that the passenger is in condition to fly will be necessary. The Carrier reserves the right not to admit as passengers pregnant women who have completed their 36th week of pregnancy or will complete their 36th week of pregnancy during the carriage.

(ii) The Carrier will not accept passengers under the age of 14 who are not accompanied by a passenger older than 16 years of age who must be a relative, assuming complete responsibility for the minor. The accompanying passenger should be included on the same reservation.

(iii) The Carrier will not accept passengers suffering from or may be suffering from serious infectious diseases, such as serious respiratory infections, tuberculosis or pneumonia.

11. Conduct on board the aircraft

If, in the opinion of the Carrier, the conduct of the passenger on board the aircraft may put at risk the aircraft, any person or belongings on board the aircraft, or if the passenger is an obstacle to the functioning of the flight crew, or if the passenger does not heed instructions given by the flight crew or threatens, abuses or insults, at any moment, the flight crew, or if the passenger behaves noisily or in any way which could be considered offensive towards the other passengers, the Carrier may take the steps it considers necessary to stop such behaviour from continuing, including moderate physical coercion and disembarkation of the aircraft.

If, as a consequence of the passenger's conduct on the aircraft, the Carrier decides, at its reasonable discretion, to divert the aircraft in order to disembark the passenger, the passenger will pay the Carrier any and all costs of any kind incurred as a result of having diverted the aircraft.

Unless there is express previous permission from the Carrier, the use of any electronic equipment or similar devices is prohibited for security reasons, except for hearing aids and pacemakers. The equipment and devices prohibited for use are, but not limited to, radios and portable recorders, cellular and mobile phones, laptop computers, audio recorders, compact discs, DVDs and/or MP3, electronic games and transmitting devices (including remote controlled toys and portable transmitter-receivers).

You may only consume alcohol beverages purchased onboard.

12. Limitation of liability

12.1 Limitation of liability in case of an accident: The Carrier's liability in case of an accident is that which is established by Regulation 2097/97.

The Carrier will be responsible for the harm caused in case of death or bodily injury of a passenger only for the sole reason that the accident that causes the death or injury occurred on board the aircraft or during any of the boarding or unloading operations. In reference to the

injury stated in the last paragraph, which doesn't exceed 100,000 SDRs special travel rights per passenger, the Carrier cannot exclude or limit its liability.

The Carrier will not be held responsible for injury previously stated that exceeds 100,000 SDRs, special travel rights per passenger, if it is shown that:

- (i) The injury was not due to the negligence or other act or improper neglect by the Carrier or their employees or agents; or
- (ii) The injury was due only to the negligence or other act or improper neglect by a third party.

12.2 Limitation of liability for baggage: The liability of the Carrier in case of destruction, loss or damage in the baggage to be applied is that established in Regulation 2027/97.

The Carrier will be liable for the damage caused in the case of destruction, loss or damage to baggage, only when the cause of the destruction, loss or damage occurred on board the aircraft or during any period of time in which the checked baggage is under the care of the Carrier. Nevertheless, the Carrier will not be held liable when the damage is due to the nature of, a defect, or a personal problem with the baggage.

In the carriage of baggage, the Carrier's liability in the case of destruction, loss or damage will be limited to the laws set forth by the Warsaw Convention, updated in the Hague, Guatemala and Montreal, and the unification of certain Rules of the EC unless the passenger has made a special declaration to the Carrier, when checking in the baggage, stating the value and has paid an extra fee if necessary. In this case, the Carrier is obligated to pay an amount that does not exceed the amount of the declared amount.

12.3 Limitation of liability for delay: The Carrier's liability in the case of the delays is that established in Regulation 2027/97. Nevertheless, the Carrier will have no liability for damages for delay if the Carrier, its employees and agents did everything reasonably necessary to avoid such delay or damages or if it was impossible for the Carrier to take such measures. The Carrier's liability for damages resulting from a delay is limited to 4,150 SRDs.

The company will not be held responsible for damages incurred to baggage, such as missing wheels and scratches; they will be considered "WEAR and TEAR".

12.4 Exoneration: If the Carrier proves that negligence, or other improper action or neglect by the person that requests the indemnity, or person in whose name the request is filed, caused or contributed to the damage, the Carrier will be exonerated, completely or partially, of its liability if it is proven that the passenger caused or contributed to the negligence, or other improper action or neglect. When the claimant is not a passenger, due to the death or injury of the passenger, the Carrier is equally exonerated of liability, fully or partially, if it is proven that the passenger caused or contributed to the negligence, or other improper action or neglect.

12.5 Deadlines for making claims: The actions against the Carrier for damage to baggage are in the laws set forth by the Warsaw Convention, along with protocol of the Montreal Convention and the unification of certain Rules of the EC Removal of the baggage without protest by the holder of the baggage receipt (opening of the P.I.R. in the corresponding display) will mean renunciation of any complaint that may be made against the Carrier for any damage that the baggage may have incurred.

12.5 General:

(i) Any exclusion or limitation of liability of the Carrier will benefit its agents, employees and representatives and any person whose aircraft is used by the carrier for the carriage and their agents, employees and representatives.

(ii) Without infringing on all of the above:

(a) The Carrier will only be responsible for the damage caused by its flights. A Carrier that issues a ticket or checks baggage for the flights of another Carrier, does so only as an agent of the other Carrier, without infringing on that established by Regulation 2027/97.

(b) The Carrier will not be liable for the damage to unchecked baggage unless the damage is a result of negligence by the Carrier (and if it would have been checked in as hand luggage). If there is concurrent liability with the passenger, the Carrier's liability will be subject to the applicable laws regarding concurrent liability.

(c) The Carrier will not be liable for damage derived from complying with the rules, orders or requirements of a government, or the damage that arises if the passenger does not comply with the rules, orders or requirements of a government.

(d) The Carrier's liability will not exceed the amount of the proven damage.

(e) The Carrier will not be responsible for the injuries caused to a passenger by the belongings that they have in their baggage unless the injury is due to the negligence or fault of the Carrier. When the belongings of a passenger injure another person or damage the belongings of another person or the Carrier (and there is no fault or negligence on the part of the Carrier) that passenger will reimburse the Carrier for any claims that are presented for the losses or costs that the Carrier incurs as a result of these injuries.

(f) The Carrier will not be responsible for damage caused to articles that should not be carried in checked baggage (with or without the knowledge that the baggage contained those articles).

(g) If the Carrier carries a passenger who, due to their age or physical or mental state could be at risk, the Carrier will not be responsible in any way for any illness, injury or handicap, including death, that can be attributed to their state, nor due to the aggravation of their state resulting from the normal consequences of air carriage.

(h) Unless expressly stated to the contrary, none of the stipulations of these General Conditions constitute renouncing any of the exclusions or limits of the liability of the Carrier by virtue of Regulations 2027/97, 261/2004 and applicable laws.

13. Protection of personal information

In compliance with Parliamentary Law 15/1999 of December 13th, Protection of Personal Data, we inform you that the data communicated to the Carrier through this contract (hereinafter "Data") will be stored in a file belonging to the Carrier in order to:

(i) reserve a seat to allow the Carrier to confirm that reservation;

(ii) to provide and develop related services related to direct marketing;

- (iii) to facilitate the immigration and entry process;
- (iv) to comply with the Carrier's requirements relating to accounting, billing and auditing;
- (v) to verify credit cards and other types of cards for payment;
- (vi) to comply with the Carrier's requirements relating to security, administration and legal purposes; and
- (vii) to verify, maintain and develop systems and statistical analyses. Upon acceptance of these General Conditions the passenger expressly authorizes the Carrier to incorporate the passenger's personal data in a database and to provide them to the offices of the Carrier, authorized agents, government agencies, other carriers or to other air transport services or to data and/or hosting services, even if it is necessary to perform an international transfer to the United Kingdom, in particular to the company BT Global; and to the United States, to the company Navitaire Inc.

Persons who have provided their data can exercise their rights to access, rectify, oppose or cancel such data, by writing to the carrier's address appearing in Term 1.

14. General Provisions

The Carrier's name may appear abbreviated on the Ticket, provided that the complete name and its abbreviation appear in the manual, carriage conditions, regulations and schedules of the Carrier; The Carrier's address which appears in Clause 1 in these General Conditions; the agreed upon connecting points that appear in the Ticket or that appear in the schedule of the Carrier as those anticipated in the passengers itinerary.

No agent, employee or representative of the Carrier has authority to alter, modify or renounce any of the provisions of this contract.

15. Applicable legislation

These General Conditions will be governed by Spanish laws. Without infringing upon that which is established in these General Conditions, and in any legislation that is applicable, everything not covered in Regulations 2027/97 and 261/2004, will be applied to Domestic Flights, the provisions of the LAN, and International Flights and the provisions of the Montreal Convention.

16. Jurisdiction

Without infringing upon that established in the applicable rules, the parties, with an express renouncement of the corresponding jurisdiction, agree that any dispute related to this Contract will be submitted to the Courts and Tribunals of the city of Barcelona.

CONDITIONS OF THE COMPANY

Acceptance of passengers:



Babies: We recommend you do not travel with babies under two weeks (14 days). Babies under two years will not pay if they do not occupy a seat. If they do so, the seat will be worth the same as any other. Only one baby per adult. Babies cannot bring their own baggage. Children: from 2 to 14 years old. They pay the same fare as an adult.

Unaccompanied youth: Not accepted. Minimum age for traveling alone is 14 years old. If there is more than one minor traveling alone, one of them must be over 16 years old. Passengers waiting at the check-in line asked to be responsible for the youth “at the last minute” are not accepted. The minor and companion should be included in the same reservation.

Groups of minors: Should give notification 1 day before the flight. They should be accompanied by one adult chaperone for every 23 children (24-35: 2 chaperones, 36-47: 3 chaperones)



Women who are expecting: Vueling will allow women who are pregnant to fly up to their 27th week (inclusive) of pregnancy with no medical restrictions. Women between the 28th and 35th week of pregnancy must provide medical documentation stating the patient is authorized to fly. We do not accept pregnant women aboard from the 36th week of gestation inclusive.



Disabled passengers: Vueling helps those passengers who need assistance. Transporting passengers with reduced mobility (PRM) requires a prior reservation at our Vueling Reservation Centre: 902 33 39 33.



For safety reasons, disabled passengers or passengers with reduced mobility have certain seats assigned, which are always window seats.

Passengers with casts: A minimum of 24 hours of rest with the cast before flying. They will need three (3) seats if it is a full leg cast and two (2) if it is just on the calf.

Obese passengers: If you require double space in order to sit comfortably, please contact Vueling Reservation Center (+34) 902 33 39 33.

Blind passengers or passengers with impaired vision: We recommend that any companion of a blind or sight-impaired passenger is at least twelve years old.

Physically disabled passengers:

The maximum amount of special needs passengers allowed in an airplane is of two passengers without companion. The number of passengers with special needs with companion cannot exceed the 10% of the maximum capacity of the airplane, however it is specified in the

documents related to your airworthiness or airworthy certificate, up to 12 special needs passengers and their companion.

Animals (AVI) on board or in the hold:

Guide dogs will be accepted on board.

The following requirements for the animal should be complied with if travelling within any country of the European Union:

- Must be identified by a tattoo or a microchip
- Must have a passport issued by a veterinarian, which certifies vaccination for rabies (more than 30 days and less than a 12 months).
- Must be at least 3 months of age (age required for vaccination)

For Sweden , Ireland , and the United Kingdom it is also required to have proof of inoculation.

It is recommended to contact his/her veterinarian for more information.

It is passenger's responsibility to comply with all requirements to enter the country.

Flight conditions:

All the flights operated by the Company are “point to point.” Payment must be made in full at the time of booking and places or seating on flights shall not be reserved until it has been received. Tickets are non-refundable.

MEDICAL CERTIFICATES

1.- Medical certificates shall ONLY be accepted in the case of OPERATIONS or BEREAVEMENT.

2.- Only OFFICIAL MEDICAL CERTIFICATES shall be accepted and without exception.

3.- A period of 7 days is observed by the end of which the Company must have received certificates. The date upon which the circumstance occurs will also be considered one of these days.

Requests presented following the transpiration of this period will not be taken into consideration. In all cases, notification of a request must be made by telephone prior to the departure of the flight in question.

4.- The Company reserves the right to refuse the documentation submitted. Acceptance or refusal shall be clarified following an evaluation of that with which it is presented.

5.- Where BEREAVEMENT is concerned:

a) The reimbursement of a ticket or request to change a flight to a later date may only be solicited in this circumstance.

b) Should the deceased in question be a person other than the passenger, consideration shall only be granted where the individual soliciting the reimbursement of tickets or change to flights is deemed to be immediate family as envisaged by Spanish civil law.

c) Where a flight is to be changed on the grounds of bereavement and where the relationship regarding the passenger, who may or not be the deceased, is that of one between immediate members of family, the dates of the bookings affected by the circumstance shall be altered without charge. However, should the fares of the new flights designated be higher than those of the ones originally booked, then the difference is to be paid.

d) The ticket holder has a period of no more than 6 months, commencing from the date they purchase their ticket, to make the designated journeys i.e. the ticket holder must fly before the 6 months following the purchase of the ticket transpire. This condition only applies in cases where a change to the booking has been requested.

6.- In the event of an OPERATION:

a) The Company will only change the dates of the flights. Refunds shall not be issued in any circumstances.

b) Should it not be the passenger who is to undergo the operation, consideration shall only be granted if the person soliciting the changes to their booking is deemed to be a member of immediate family as envisaged by Spanish civil law.

c) Where a flight is to be changed and the relationship between the passenger and the person who is to undergo the operation is that of one between immediate members of family, the dates of the journeys affected by the circumstance shall be altered without charge. However, should a higher fare total be applicable to the new flights designated than that of the original booking be higher, then the difference is to be paid.

d) The ticket holder has a period of no more than 6 months, commencing from their ticket's date of purchase, to make the designated journeys i.e. the ticket holder must fly before the 6 months following the purchase of the ticket transpire. This condition only applies in cases where a change to the booking has been requested.

Permitted changes:

Flight changes and amendments to the names on tickets may be made on the condition that they are requested no later than 2 hours prior to departure.

A charge of €30 shall be applied to each of the flights changed whilst one of €30 shall be made for changing the name on the ticket.

Should a higher fare total be applicable at the time of the changes than at the time of the original booking, then the difference will also be added to the aforementioned charges. In cases where a lower fare is applicable at the time of the amendments to the booking, then the difference shall not be reimbursed.

Changes can be made by entering the "Changes and queries" section of our website (www.vueling.com) or by telephoning the Vueling reservation centre on 902 33 39 33. This shall be subject to an additional charge of €7.

To change the ticket-holder's name, you must get in contact with our Vueling Customer Service Centre. If you've completed one of the legs included in the ticket, we cannot modify the ticket-holder, the day of your return flight, or the destination you initially chose.

The validity of tickets

Tickets will be valid for 6 months.

Check-in:

In all of the airports: from 2h30min before departure up until 40min before the flight. Passengers will not be accepted once check-in has been closed.

Boarding:

Boarding will start 30min before the departure time. Passengers not present at the end of boarding 10min before departure will be refused boarding and their baggage will be offloaded. They will not be eligible for a refund nor will the flight segment be changed; they must buy a new ticket.

Boarding: Families travelling with children, passengers in wheelchairs and passengers with reduced mobility will take preference during boarding.

Baggage:

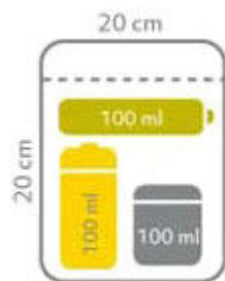
HAND LUGGAGE

From 6th November.:

To protect passengers against the threat of liquid explosives, the European Union (EU) has adopted new security measures restricting the volume of liquids or substances of a similar consistency which passengers can carry with them through security controls in EU community airports. These measures are applicable to all passengers leaving EU airports, regardless of their destination.

However, the new measures do not limit passengers from obtaining these liquids or substances from shops situated beyond the control point where a boarding pass must be shown, or onboard aircraft operated by an EU airline.

These measures are applied at all airports in the European Union as well as those in Norway, Iceland and Switzerland.



Only small amounts of liquid are allowed to be carried in hand luggage. Such liquids must be transported in small containers, with an individual maximum capacity of 100ml. Each passenger must package these containers in a self-sealing, transparent, plastic bag, of no more than one-litre capacity (a bag of approximately 20 x 20cm) to facilitate inspection of these products at security controls.

Passengers must obtain such bags before beginning their journey.

Liquids include:

- Water and other drinks, soups, syrups

- Creams, lotions and oils, including toothpaste
- Perfumes
- Content of pressurised containers, including shaving foam and other foams and deodorants
- Gels, such as shower gel or shampoo;
- Any other substance of a similar consistency
- Aerosols

At the airport:

- All liquids must be presented within the aforementioned bag, separately from hand luggage and placed in the tray provided for that purpose by security controls, to be examined by security personnel.
- The passenger must remove their jacket and/or coat and place them in the tray. These garments must be examined separately during the inspection.
- The passenger must remove their laptop computer or any other electronic device of similar dimensions from its case, and place it in the tray to be inspected separately from its case at security controls.

Passengers may take 1 piece of handluggage per person weighing up to 10kg with the maximum dimensions of 55x40x20cm.

CHECKED-IN LUGGAGE

Passengers may check-in up to 20kg without surcharge (according to the free baggage allowance).

Every kg of baggage exceeding that weight will be charged with 6€/kg.

Maximum checked-in weight per passenger is 50kg.

Maximum weight per package is 32kg.

Indemnifications will always be in accordance with the weight checked in up to a maximum of the allowance.

Special: Surf or Windsurf boards: € 25.00 (40 € in the case of roundtrip flights).

Transport of arms: 20 €.

Golf clubs and authorized snow equipment, exceed
€ 6.00/Kg.

Bicycles: bicycles must be correctly wrapped or packaged for transport (the bicycle dismantled as far as possible, tyres deflated and pedals removed). Transporting a bicycle incurs no additional cost as long as it doesn't exceed total baggage allowance of 20 kilos.

Musical instruments: Transportation of musical instruments falls into two categories. The first category includes those musical instruments that can be transported as hand luggage (the same conditions apply as to other hand luggage) while the second is of those instruments that must board as checked-in luggage (the same conditions apply as for checked-in luggage).

Within the second category (checked-in luggage), as an alternative and in the event the instrument does not exceed the dimensions 136 L x 47 W x 25 B (dimensions in centimetres), an additional seat may be bought for the instrument.

In all cases, as with all other luggage, it is the customer's responsibility to ensure that the instruments have been adequately prepared for transportation.

Delays / Cancellations:

The passenger has the right to know the situation of their flight, and possible delays and/or cancellations

- If the flight is delayed or cancelled due to an event beyond control, the company is freed of any liability by refunding the price of the ticket.

Denial of boarding / Overbooking:

In the case of denial of boarding, the passenger can choose between:

- Refund of the flight segment not used
- Being carried to their final destination as quickly as possible.
- Being carried on another date suitable for the passenger.

Compensation will be paid, in agreement with the passenger, through his or her credit card or through other services, in cash, travel vouchers, etc. Baggage will be returned as soon as possible and the carrier will not be held responsible.

In addition to these minimum compensations, the company will provide the passenger denied boarding with the following:

- The cost of a telephone call, fax or telex message to the destination point.
- Food and beverage in accordance with the time spent waiting.
- The lodging in a hotel in case it is necessary to spend one or more nights.