

## **Terms and conditions**

### **Prices**

Prices are published including VAT and taxes, except for certain taxes on certain airports levied locally.

Some "special" prices (reservation class, type : baby, child, young person/student, senior) are subject to specific conditions, which can impose restrictions or a supplementary charge, and prevent changing reservations and limiting the refund amount in the case of cancellation or non-presentation at check-in.

For more information, please contact CORSAIRFLY directly on the following telephone number : 0820 042 042 (Cost of the call : 0.12 Euro) ; from abroad : +33 1 49 79 46 40.

### **Use of tickets**

Any ticket provided by CORSAIRFLY should be used in the sequential order of the coupons, except for the prior and express agreement of the carrier, especially in respect of the following conditions :

(a) The ticket that you have bought is only valid for the transport it is indicated for, from the departure point to the destination, via any intermediate stopovers specified during the ticket's purchase (which can be cancelled up until the last moment). Each flight coupon of your ticket will be valid for transport in the class specified on the coupon, on the date and for the flight corresponding to the reservation made. The price that you have paid corresponds to the journey indicated on your ticket. The ticket will not be accepted and will lose all validity if all the coupons have not been used in their order of issue. The ticket is only valid for the person named on it and cannot be transferred to another person, either for money or free of charge. Any name change on an issued ticket will lead to the purchase of a new ticket and the refund of the first or the loss of the initial ticket if it is not refundable.

(b) If you would like to change all or part of your journey, you should contact CORSAIRFLY first. The price will be recalculated and you will then have the option of accepting the new price or of keeping the original transport, as it was printed on the ticket.

Please note : some prices can be subject to conditions that limit or exclude the possibility of changing or cancelling or refunding your ticket. To find out the modification or cancellation or refunding conditions, please contact CORSAIRFLY.

(c) If you change your journey without our agreement, CORSAIRFLY will calculate the new price corresponding to this change. You will then have to pay the difference between the price for the journey that you have paid and the price of your new journey. If the new price is less than the old price, the difference will be refunded to you if possible but, in any case, your old coupons will have no further value and will be kept in exchange.

(d) If you do not show up for a flight, we can cancel your reservations for connecting flights

or return flights, except if you have already notified us that you will not be taking the flight.

### **Ticket validity :**

Except for opposing conditions, a ticket is valid for transport for : - one year, counting from the issue date or,  
- one year counting from the date of use of the first coupon, if this date falls within one year of the issue date.

### **Purchase and provision of tickets :**

You can reserve up to 6 passengers per dossier, adults and children, each adult travelling with one single baby on their knees (the number of babies on board is limited to the number of lifejackets on board, which can vary from 18 to 25 depending on the aeroplane type). If you would like to make other purchases, you can open another dossier, up to "x" per day. The purchase is confirmed after communication and the whole payment of the ticket order. In addition, an e-mail or written confirmation detailing all the elements of your purchase will be sent to you.

### **The tickets will be made available to you :**

- by free post through the postal service to your home if your reservation was made a minimum of "x" days in advance of departure
- by express delivery to your home (by registered post to be signed for)
- at the CORSAIRFLY desk at the departure airport. Don't forget to bring confirmation of your purchase.

### **Times**

Before accepting your purchase, CORSAIRFLY will show you the applicable times, which will be reproduced on your ticket. It is possible that we will have to change the published flight times after you have purchased your ticket. This is the reason why we strongly recommend that you leave us a contact number/address before departing and at your destination so that we can warn you of any such changes. If after purchasing your ticket, we make a major change to the times and this does not suit you, and if we cannot give you a satisfactory alternative reservation, you will have the right to a refund of your ticket. To find out the terms and conditions of this refund, please contact CORSAIRFLY.

Please also take notice of the final check-in time: by one hour before takeoff of all CORSAIRFLY flights, you should have already checked in. After this time, the company reserves the right to assign your seat to passengers on the waiting list.

### **SITE USE CONDITIONS : Protection of Private Life and Personal Data**

CORSAIRFLY endeavours to make its services correspond as much as possible to the demands of its customers.

To do this, and in respect of the French "Informatique et Libertés" (Computing and Freedoms)

law of 6 January 1978, CORSAIRFLY handles all your data, such as your name, address, e-mail address, telephone number, personal (journey) preferences and interests, by respecting the principles of protection of your private life, transparency and confidentiality.

The CORSAIRFLY Internet computing system is registered at the CNIL (French Data Protection Authority) whose mission is to protect this data and to inform you of your rights and obligations. Because of this, you benefit from the right to access, modify and to make unavailable any data that concerns you ; from the moment of submitting data, you have the option to refuse that your data is used on a customer file.

CORSAIRFLY handles personal data that you communicate online with the greatest care, and takes all measures necessary to protect them and to make sure that they are only used for legitimate purposes. So, the information collected can be used for promotional, commercial or information communication by CORSAIRFLY, and different methods. CORSAIRFLY can also use this data to carry out all sorts of studies designed to improve our services and to best satisfy your requests.

At any moment, CORSAIRFLY offers you the possibility to end the use of your data; for that, you simply need to contact us.

In very exceptional circumstances, CORSAIRFLY can legally be required to communicate confidential information when this process is necessary for the identification, questioning or to bring legal proceedings against any individual likely to breach, intentionally or otherwise :

- the rights or the property of CORSAIRFLY,
- other site users,
- any person who could be penalised by such activities.

The communication of personal data can thus exceptionally intervene when CORSAIRFLY is legally held to do it, following the lodging of a complaint for example.

## **SITE USE CONDITIONS : Data security**

CORSAIRFLY proposes a secure online payment system thanks to the latest technology and especially the SSL (Secure Socket Layer) data exchange protocol.

Secure online payment is the simplest and the quickest method to make purchases of CORSAIRFLY flight tickets.

Based on the SSL data encryption system, which is accepted as standard by the Internet Explorer and Netscape Navigator browsers, the SSL protocol ensures total security during payment.

During the payment stage, you have the choice between several possible cards :

- French Carte Bleue
- VISA Card
- Eurocard
- Mastercard
- Américan Express

You will then enter the secure mode and will be directed to an SSL protected page.

The information that you enter on this page (the number and expiry date of your card) is encrypted and can only be read by the SSL protocol payment server. This ensures that your card is valid (there is no error in the number). Once the transaction has been carried out, you will receive a check-in form confirming your payment, which has an identification number on it.

Payment is made through a payment terminal when the tickets are issued at the CORSAIRFLY desk.

#### **SITE USE CONDITIONS : Use of cookies**

A cookie is a compact piece of information (a small file, maximum 4 kb) saved onto your hard drive on your computer. A cookie can only be read by the server that supplied it. You cannot be identified by it; however, it records information relating to your computer's navigation on our site (the pages you have visited, the date and time of the visit, your IP address).

CORSAIRFLY uses these cookies in order to make the information on our website correspond as much as possible to your preferences as a visitor and customer. At any moment you can stop the use of these cookies by changing the corresponding option in your web browser.

#### **SITE USE CONDITIONS : Intellectual property**

All the data, text, information, pictures, photographs or any other contents displayed on the site are protected under intellectual property laws. Any reproduction, representation, use or adaptation, under any form whatsoever, of all or part of the elements from the site without the prior written consent of CORSAIRFLY will constitute an act of counterfeiting punishable under French Intellectual Property Law.

All brands (commercial brands and logos) and any other distinctive sign that appears on our site is the property of CORSAIRFLY or its partners. Consequently, any reproduction and/or representation, and any usage of these distinctive signs is prohibited, except with the written authorisation of their owner.

All Internet users agree to accept :

- that these points constitute a legal and binding document,
- when a link is created to CORSAIRFLY, it is only made towards the user's home page,
- not to use frames to present your link,
- not to use the name "CORSAIRFLY" or advertising materials for whatever purpose, without prior written permission from CORSAIRFLY,
- not to reproduce any part or the whole of the material on this site for commercial uses, including the publication of prices or flights on other sites or on-line services, by any method whatsoever (including the use of robots or "spiders").

#### **SITE USE CONDITIONS : Responsibility**

CORSAIRFLY cannot be held responsible for the contents of personal information that you supply. Furthermore, CORSAIRFLY cannot be held responsible for any indirect damages, such as a loss of profits, loss of a market, or loss of an opportunity, from the use of our site. CORSAIRFLY cannot be held responsible for the content, data, products and miscellaneous information provided on external sites accessed by links from the CORSAIRFLY site. In particular, CORSAIRFLY discharges itself from all responsibility relating to sites whose data does not respect the legal terms and conditions in application.

## Refunding of ticket declared stolen or lost

If you lose or if you are concealed whole or part of a Ticket, you will be able, after having provided a proof of the loss or stole, to be refunded as soon as possible as from the expiry of the validity of the Ticket provided that:

The ticket or the part of the lost or stolen ticket was not used, previously refunded or replaced. We can refuse the refunding of any ticket, after the expiry of its validity.

## **AIR CARRIER LIABILITY FOR PASSENGERS AND THEIR BAGGAGE**

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

### **Compensation in the case of death or injury**

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately EUR 123,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### **Advance payments**

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately EUR 20,000).

### **Passenger delays**

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approximately EUR 5,100).

### **Baggage delays**

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (ap Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately EUR 1,230). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

## **Higher limits for baggage**

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

## **Complaints on baggage**

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

## **Liability of contracting and actual carriers**

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

## **Time limit for action**

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

## **Basis for the information**

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

**This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.**

## **Times of retraction**

**The code of consumption offers to the consumer a right of retraction throughout one 7 day at the time of a purchase on line enabling him to obtain the refunding or the exchange of the product. However, the article L.21-20-4 provides that the prestation of services of lodging, transport, restoration, leisures which must be provided to a date or according to a given periodicity do not return in the field of this right of retraction. Such is the case of the purchase on line of a voyage or a stay. "ATTENTION, if you buy a Corsairfly ticket on line there will be thus no possibility of retraction and thus of refunding".**