

ANEX II: CONDITIONS OF CARRIAGE

Conditions of carriage

General conditions of the contract for the carriage of passengers and baggage.

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1. Definitions

- **"Ticket"** means the locator number and, if applicable, the luggage claim stub, issued by or on behalf of the Carrier, which entitles its holder to travel from the point of origin to the destination under the terms and conditions contained therein and in these General Carriage Conditions.
- **"Connecting Ticket"** refers to a Ticket formed by two or more segments. A Connecting Ticket comprises one Ticket issued jointly with another Ticket, and the two Tickets together constitute a single carriage contract of discretionary nature and subject to the corresponding discretionary charge for services.
- **"Segment"** portion of travel between one consecutive take-off and landing.
- **"General Carriage Conditions" or "Conditions"** mean the general air carriage contract conditions for Passengers and Luggage.
- **"Montreal Agreement"** means the Agreement that unifies certain regulations governing International Air Carriage signed in Montreal on May 28th, 1999.
- **"Planned stopover"** means those locations indicated in the passenger's itinerary, different from the point of origin and destination, that are scheduled as expected stopovers en route.
- **"Passenger"**: any person holding a Ticket or Connecting Ticket, excepting members of the operating crew.
- **"Point to point flight"** refers to a flight comprising a single Segment, that is, there is no planned stopover en route.
- **"Regulation 261/2004"** means the [Regulation \(EC\) 261/2004 of the European Parliament and Council, dated 11 February 2004](#), which stipulates common regulations governing compensation and assistance to Air Passengers in the event of denial of boarding and cancellation or long delay of flights.
- **"Regulation 2027/97"** means [Regulation \(EC\) 2027/97 of the European Council, dated 9 October 1997](#), governing the responsibility of airlines with regard to air carriage of Passengers and their Luggage, amended by [Regulation \(EC\) 889/2002 of the European Parliament and Council, dated 13 May 2002](#).
- **"Carrier" or "Vueling"** means Vueling Airlines, S.A., a company with its registered business address at El Prat de Llobregat (Barcelona), Parque de Negocios Mas Blau II, Pla de l'Estany, 5, holder of Spanish NIF [Fiscal Identity No.] A-63422141, and Air Operator Certificate number 060.
- **Commission Regulation (EU) No 185/2010** of 4 March 2010, laying down detailed measures for the implementation of the common basic standards on aviation security.

2. Aim and applicable regulations

- The object of the present General Carriage Conditions is to regulate the Terms and Conditions under which VUELING will transport the Passenger and their luggage to the destination specified in the Ticket or Connecting Ticket and will provide, if applicable, other services related to the aforesaid air carriage.
- Any Carriage and other services provided by the Carrier will be subject to the following regulations (the “applicable regulations”): (i) the regulations that appear in these General Air Carriage Conditions; (ii) the particular and special conditions which, where pertinent, are applicable to a group of Passengers or to one or several Passengers individually, respectively; and (iii) the regulations applicable at all times. The General Conditions are available to the Passenger on the Carrier’s website (www.vueling.com), and a copy of the same can be obtained at VUELING’s registered business address.
- None of these Carriage Conditions will annul any available right to which applicable legislation entitles the Passenger.
- If the Passenger purchased their Ticket or Connecting Ticket with the assistance of or via a third party, the latter will be responsible both for providing the Passenger with a copy of the present General Conditions and for notifying the Passenger of incidents that occur on or to their flight, except – in the latter case – when the email address appearing in the booking is the Passenger’s own address. VUELING will not be held responsible under any circumstances for the consequences to which the Passenger is subjected due to the third party through which the booking was made not fulfilling the obligations described in this paragraph.

3. Ticket

3.1 General Provisions

The Ticket will be used exclusively for the flight indicated and by the person who is listed as the Passenger on the Ticket. The Ticket or Connecting Ticket will be valid solely for the Passenger whose name appears on it and for the flight listed on this Ticket. The Ticket or Connecting Ticket is non-transferable and cannot be transferred to a third party.

The Ticket or Connecting Ticket shall include, in addition to the Passenger and flight identification details, a reference to these General Travel Conditions and any other information which VUELING considers to be essential.

3.2 Connecting Ticket

The carriage service, contracted on a discretionary basis, includes the itinerary as indicated on the Connecting Ticket, from the place of departure, passing through planned stopovers, to the final destination, and is subject to the corresponding discretionary charge for services.

The Connecting Ticket will lose its validity if all segments are not completed as indicated in the Connecting Ticket. Any possibility of the Passenger canceling one or more segments is totally excluded.

4. Fares

4.1 General

The Price of the Ticket or Connecting Ticket solely includes carriage from the departure airport to the destination airport, passing through any planned stopovers on the Connecting Ticket. The Price of the Ticket or Connecting Ticket does not include ground transport service between airports, or between airports and/or terminals in the destination city. VUELING’s Ticket or Connecting Ticket Prices are dynamic, and depend on the sales channel.

4.2 Taxes and administration fees

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

4.3 Price Refund

Except as stipulated in these Conditions, if the Passenger does not use the Ticket or Connecting Ticket either fully or partially at the appropriate time, the Carrier is under no obligation to refund or reimburse the Price of the Ticket or Connecting

Ticket, including fuel supplement, administration fees, taxes or any other amount paid by the Passenger for the flight contracted. The exception to the above is reimbursement of the amount paid by the Passenger corresponding to Airport Fees and Security Fees if the Passenger so requests and after discounting from the refundable amount the amount of €15 per booking, in concept of handling fees.

4.4 Exceptional circumstances

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

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

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

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

4.5 Free tickets

Passengers travelling on free Tickets are not entitled to the rights accorded other Passengers in Regulation 261/2004, of 11 February 2004 governing cancellation and delay of flights or overbooking of tickets. Likewise, the reason for holding a free Ticket should be verifiable at all times.

4.6 Invoicing

VUELING will issue an invoice to those Passengers who expressly request it via the Internet or by telephone.

4.7 Others

When paying with the Vueling Visa, additional fees per transaction are not charged. If payment is made with any other card type or payment method, a supplementary fee will be charged, of which VUELING will notify the Purchaser at the end of the booking process. VUELING is not responsible for the additional fees that the entity providing the Passenger with the specific payment method may charge for using it.

The Price of the Ticket or Connecting Ticket, taxes, entitlements, fees and other additional charges will be paid in Euros.

However, if VUELING accepts other payment currencies it will be authorised to set the currency exchange rate taking into account the currency value on international markets and – if applicable – other additional objective criteria, such as handling fees.

5. Special discounts for residents and large families

- If the Passenger pertains to a Large family, resides in Ceuta or Melilla, the Balearic Islands or the Canary Islands (including third-party nationals who are long-term residents) or is a third-party national and related to residents already entitled to this subsidy, he or she will enjoy special subsidised rates based on the ordinary fare (special offers excluded).
- In compliance with Royal Decree 1316/2001, of 3 November (and subsequent amendments thereof) and the thirteenth additional provision of the Finance Law for 2013, Passengers residing in Ceuta or Melilla, the Balearic Islands or the Canary Islands will be entitled to a 50% discount on fares in the case of direct flights between these locations and the Spanish mainland. In the case of Passengers who reside in Ceuta, they will be entitled to an identical discount on flights to or from the airports of Seville, Malaga or Jerez.
- This deduction does not include the amounts that the Passenger must pay for items other than the Ticket or Connecting Ticket and checking in one item of luggage up to 23 kg., such as the amounts stemming from payment using credit cards, excess luggage, seat selection, or any other service. Neither will it be applied to taxes, infrastructure use or airport security fees, but will be applied to the fuel supplement.
- At the time of booking, the Passenger must declare their resident status (or that they pertain to a Large Family entitled to this subsidy) to be able to apply the discount. The Passenger must prove their resident status (or that they pertain to a Large Family entitled to this subsidy) at the check-in desk by presenting a valid civil registration document issued by their local town council and, in the case of third-party nationals, the corresponding valid residence permit or accreditation from the corresponding Chambers certifying constituency as an elected MP or Senator. A travel document or passport will suffice as proof of ID, but not as proof of residency, and VUELING is entitled to make simple copies of the cited documentation. VUELING shall refuse to allow the passenger to board in the event that any deficiency is detected in the cited documentation or in the identity of the Passenger. Failure to prove resident status implies that the Passenger shall

pay the difference between the initial price paid and the amount that would have to be paid without the discount or, otherwise, shall not be able to board the plane and shall not be entitled to a refund of the Fare or Connecting Fare.

- Passengers who wish to make use of the option to change their Ticket or Connecting Ticket (described in these General Conditions): (i) in the event that a flight is modified to/from a non-subsidised destination to one which is, the status of resident will be taken into account in the new subsidised portion; (ii) if a subsidised flight is substituted for a flight that is not, the Passenger must pay the full price of the new flight, without subsidy. The aforesaid changes can be made exclusively through the Call Centre, and may incur an additional handling fee.
- On a customary basis, VUELING executes point-to-point Flights, without stopovers. In the case of point-to-point Flights, the subsidy will apply only to those flights originating in the archipelagos, Ceuta or Melilla, with destination elsewhere in the country of Spain, or vice versa. The exception to this are Ceuta residents, in accordance with the contents of the second paragraph in this section.
- Under no circumstances can the residents discount be applied to Passengers after making the booking.
- In the case of Connecting Flights, the subsidy will apply only to those segments originating in the archipelagos, Ceuta or Melilla, with destination elsewhere in the country of Spain, or vice versa. Similarly, in the case of Connecting Flights, the subsidy will only apply if the stopover does not exceed twelve hours.
- The subsidy will not apply to those Segments whose point of origin or destination differs from those specified in the preceding paragraph.
- In compliance with the contents of FOM Ordinance 3837/2006, of 28 November, which develops Ley [Act] 40/2003, of 18 November, concerning protection of large families and the supplementary legislation, Passengers that wish to apply for this discount on national flights must present – before boarding – the original or a certified copy of their Large Family Membership Certificate that certifies them as such, or the certificate issued by their Autonomous Community. Non-accreditation of the Passenger's large family status means that the Passenger must pay the difference between the amount initially paid and the amount payable by non-residents, or – in default of this – the Passenger may not board the aircraft and the Ticket price will not be refunded.
- In the case of Connecting Flights, the large family subsidy will apply only to those segments having origin and destination within the country of Spain.
- Under no circumstances can the large family discount be applied to Passengers after making the booking.
- Members of large families who also wish to apply for the residents discount must likewise make this clear when making the booking.

6. Reservations and seating

6.1 Booking requirements

Booking a seat for a flight is confirmed once the Carrier issues the Ticket or Connecting Ticket. Later confirmation of the seat is not necessary.

6.2 Booking details

The VUELING Basic and Optima fares do not include by default the option to change the booking. Without prejudice to the foregoing, in the case of the VUELING Basic and Optima fares the date and time can be changed (subject to seat availability) through the payment of a charge per Passenger and flight as well as, where appropriate, the resulting difference between the price of the original Ticket or Connecting Ticket and the price of the new Ticket (plus the corresponding taxes and fees in all cases). Changes to the booking via Internet must be made at least 24 hours in advance of the flight departure time, and two hours in advance if the change is made via the Call Centre. Changes of passenger may only be requested via the Call Centre. Any Ticket or Connecting Ticket which includes multiple legs must be in the same name for all legs. The name of the Ticket or Connecting Ticket holder may not be changed if any of the legs included therein have already been completed. Tickets issued through other sales channels or in accordance with other fares may have different conditions regarding changes.

All of the above may be applicable to segments which form part of the Connecting Ticket.

Flexibility on flight time changes, providing there are seats available and you must pay any price difference between the purchased ticket and the new ticket at the time of the change. For more information, see clause 9.2

With the Optima fare, the Passenger can change his or her flight free of charge for another that departs the same day providing there are seats available. For more information, see clause 9.1

6.3 Payment

The Price of the Ticket or Connecting Ticket must be paid in full at the time of booking the airfare. If such payment cannot be verified, it will be understood that carriage has not been contracted and the present Conditions do not apply.

6.4 Booking and/or changing seat

With the exception of the Basic fare, in which the seat is not included by default, the Passenger may choose his or her seat during the booking process via the Internet. To do so, he or she must pay the corresponding extra [cargo](#). If the Passenger has opted not to choose a seat, Vueling shall assign a seat automatically, according to availability and at no charge to the Passenger.

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

The flight and cabin crew are authorised to change the seating positions of Passengers providing it is in the interest of flight safety. This may be of particular importance regarding seats next to the emergency exits, which may not be used by large people requiring seatbelt extensions, pregnant women, passengers with small children with any type of disability, or in other words any passenger who will not be able to assist the crew as stipulated in International Aviation Rules in relation to these seats.

Should Vueling move a Passenger, for reasons other than those stated above, to a seat of a lower category, within 7 days they will be reimbursed by up to 75% of the difference in price, depending on the length of flight, strictly in accordance with Regulation (EC) 261/2004.

6.5 Passengers with reduced mobility

In EC airports, it is each airport's responsibility to provide assistance to passengers with disabilities or reduced mobility. Whenever the Passenger informs the Company at least 48 hours before flying, Vueling will proceed to transmit the request for assistance to the Company that provides this service. Once at the airport, the Passenger must go to one of the arranged airport meeting points for such assistance and request assistance. We recommend you check the airport map to locate the closest meeting point.

In airports outside the EC, Vueling will provide – under the legally stipulated terms and conditions – assistance to passengers with disabilities or reduced mobility who have requested such assistance at least 24 hours before the flight.

Vueling will provide, at no additional cost, the assistance indicated in Appendix II of (EC) Regulation 1107/2006, from July 5th, to those Passengers with reduced mobility who have indicated the need for special assistance at least 48 hours prior to departure time, and who are leaving from, arriving at or passing through an airport included in the route specified on a Ticket or Connecting Ticket.

7. Timetables and connections, delays, detours, substitution, flight cancellation and Passengers denied boarding

7.1 Connections

In the event that the Passenger buys two or more point-to-point Flights, it is the responsibility of the Passenger to allow enough time in order to collect his/her luggage from the first flight (in the case of checked luggage), to check it again, pass through security and passport control, and reach the boarding gate of the second and/or following flight. The foregoing is not applicable for Connecting Tickets.

7.2 Delays, cancellations and ticket overbooking

In the event that the Passenger is affected by any of these contingencies, the pertinent regulations will be applied, as constituted in Regulation 261/2004, from February 11th, 2004, summarized as follows:

7.2.1 Indemnities: for cancellation or overbooking of Tickets or Connecting Tickets

Except in scenarios caused by adverse weather conditions, war, acts of terrorism, fortuitous events, altercations, demonstrations and any other situating affecting public order, delays and failures of the air traffic control system, fires, floods, earth tremors, earthquakes, natural disasters, epidemics and any other restrictions arising from a declaration of quarantine, actions by a competent authority, and any other extraordinary circumstance that could not have been avoided, even if all reasonable measures had been taken, Passengers are entitled to receive the following compensation if their Ticket or Conjunction Ticket has been cancelled or overbooked:

- Up to 250 euros for flights of less than 1,500 km;
- Up to 400 euros for all flights within the EU of more than 1,500 km and for all other flights of between 1,500 and 3,500 km;
- Up to 600 euros for all flights not included in the aforementioned cases.

VUELING may reduce the compensation stated by 50% if it offers Passengers the option of being taken to their final destination by an alternative form of transport with a difference in the arrival time, compared with the that of the original flight booked, as follows: (i) no more than 2 hours for all flights of less than 1,500 km; (ii) no more than 3 hours for all flights within the EU of more than 1,500 km and for all other flights of between 1,500 and 3,500 km; and (iii) no more than 4 hours for all flights not included in the aforementioned cases.

VUELING will be exempt from paying any compensation if the flight is cancelled with at least fifteen [15] days notice.

7.2.2 Indemnities for delay

in the event of delay, and according to legal requirements, Passengers will be entitled to compensations described in Regulation 261/2004, of February 11th, 2004.

7.2.3 Measures for reimbursement and alternative transport

VUELING, in the event of cancellation or denied boarding, offers passengers the following options:

In cases of cancellation or denied boarding, VUELING will offer Passengers the following options:

- Refund within a period of seven (7) days of the full cost of the Ticket or Connecting Ticket at the price at which it was purchased, corresponding to the portion or portions of the journey not completed and the portion or portions completed, if the flight no longer is needed for the Passenger's initial travel plans. Likewise, if necessary, a return flight to the initial departure point will be offered as soon as possible; or
- Carriage to the final destination under comparable transportation conditions, as quickly as possible; or
- Carriage to the final destination under comparable transportation conditions, at a later date arranged by the Passenger, depending on seat availability.

In the case of cities or regions where there are several airports, the Carrier, if offering a flight to another airport than the one for which the booking was made, will pay the Passenger's transportation costs either to the airport for which the booking was made, or to another nearby location as agreed to with the Passenger.

Likewise, in the case of delay, when the latter is greater than five (5) hours, the Passenger can choose, within a period of seven (7) days, either a refund of the uncompleted portions of the trip and portions completed (if the trip is no longer needed), as well as transportation to the initial departure point.

In the event that VUELING causes a missed connecting flight, VUELING will use every means to ensure that the Passenger reaches his or her final destination, or if applicable, offer to reimburse the Passenger for the amount paid.

VUELING takes no responsibility if the Passenger misses a connecting flight for reasons unrelated to the Carrier.

7.2.4 Methods of assistance

In the event of cancellation, ticket overbooking or when delays exceed the periods described in Section 7.2.1 for each case, VUELING will offer Passengers the following assistance: (i) sufficient food and soft drinks, according to the waiting time required, (ii) accommodation at a hotel when it is necessary to stay over for one or several nights, (iii) transport between the airport and the place of accommodation, in the event it is necessary to provide the assistance described in Section (ii) of this Condition, (iv) two telephone calls, telexes, fax messages or email messages and (v) a document indicating the regulations regarding compensation and assistance, as well as contact information for the national organisation responsible for compliance with Regulation 261/2004.

7.3 Flight detours or substitutions

In the case it becomes necessary to detour the flight or substitute the aircraft, VUELING, either directly or via third parties, will ensure that the Passenger reaches the original flight destination. VUELING will always inform Passengers of the identity of the Company operating the flight.

8. Baggage

8.1 General

Before check-in, the Passenger must attach an identifying label to their luggage containing true identification information. For its part, VUELING will assume responsibility for the Passenger's luggage from that time onward. The Carrier will give the Passenger a Luggage Claim Stub, which will certify that the luggage was checked; this Luggage Claim Stub must be retained by the Passenger until the luggage is collected.

8.2 Dangerous Goods

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

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

8.3 Carrier's entitlement to inspect luggage

- For reasons of security, we may require you to allow us to search, X-ray or scan your luggage—and your luggage may be searched or may have been searched in your absence if you are not available (even if it means forcing the locks on your

luggage)—with assistance from the competent authorities, in order to determine whether you are in possession of any item described in Clauses 8.2. and 8.5.

- If you are not willing to fulfil the aforementioned requirement, we may refuse to carry you or your luggage without refund or any other liability. If you are injured when being searched or scanned, or if the X-ray or scanner damages your luggage, we will not be liable unless the injury or damage was caused through our fault or negligence.
- If required to do so, you must be present during the inspection of your hand luggage or checked luggage by customs agents or other government officials. We will not be liable for any loss or damages resulting from the non-fulfilment of this requirement, unless they were caused by our negligence.

8.4 Luggage allowance per Passenger

With the exception of the Optima and Excellence fares, which include one bag of up to 23 kg per Passenger, each Passenger may check in, through payment of a [variable supplement](#) according to the individual characteristics of each flight, one item of luggage of up to 23 kg. By paying an [additional amount](#), the Passenger can increase their bag weight to 32 kg. A maximum weight of 50 kg is the total luggage weight allowed per Passenger. Vueling can refuse to transport part or all the luggage that exceeds this weight, or which has not previously been paid for.

For babies under two years old, a pushchair or carry cot completely folded can be transported at no extra cost.

8.5 Hand luggage

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

In addition, the Passenger may carry one extra item free of charge and which must be significantly smaller than 55x40x20 cm, such as a small briefcase, a handbag or camera.

At the boarding gate, all hand luggage which does not comply to the company's regulations, i.e. which exceeds the amount, weight or measurements stated above, shall be removed and stored in the cargo hold of the plane, at an additional [charge](#). The carrier reserves the right to cancel the booking and deny boarding to those Passengers who fail to meet the hand luggage requirements indicated above.

All this except when, due to issues of local security in the origin or destination country, such items are allowed on the flight, notwithstanding the regulations governing hand luggage of specific products.

Objects (including musical instruments, etc.) that do not meet size requirements for carry-on baggage will not be accepted for transport inside the passenger cabin, unless the Passenger has purchased an additional Ticket or Connecting Ticket for such items.

The following objects cannot be transported as hand luggage:

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

In accordance with the provisions of Regulation No 185/2010, liquids, aerosols and gels (for example, toothpaste, hair gel, drinks, soups, perfume, shaving foam, lotions, food spreads, and other items with similar consistencies, etc.) may only be carried as hand luggage providing that they are carried in individual containers with a capacity not greater than 100 millilitres or equivalent in one transparent resealable plastic bag of a capacity not exceeding 1 litre, whereby the contents of the plastic bag fit comfortably and the bag is completely closed. Only one bag per Passenger is allowed.

Liquids and semi-solids are also permitted (for example, baby foods) which must be consumed onboard for medical reasons or due to a special dietary need, although in such cases the Passenger may be required to demonstrate their authenticity. Liquids purchased at the following locations are allowed on board the aircraft:

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

VUELING recommends reading the aforesaid Regulation to check details on all current carriage prohibitions governing hand luggage.

VUELING will refuse to board, at any time, any hand luggage that does not comply with the requirements stipulated in the aforesaid Regulation. No economic compensation will be made for such items.

All hand luggage must be placed at all times in the overhead lockers installed for that purpose, under the Passenger's seat or where specified by the cabin crew. With the Excellence fare, the Passenger is entitled to reserve a space for one item of hand luggage of up to 14 kg. The Passenger shall be liable for all damages to VUELING or to third parties caused by his or her luggage, except when such damages arise through negligence on the part of VUELING.

8.6 Luggage collection and release

- The Passenger can collect their luggage from the moment the Carrier makes it available at the points indicated for that purpose at the destination airport. Luggage collection by the holder of the Luggage Claim Stub or Ticket or Connecting Ticket, without protest and within the legally established periods, presupposes relinquishment of all later claims.
- In the case of lost luggage, the Passenger authorises VUELING or third parties to undertake the necessary investigation to find the luggage owner, using for this purpose objects or elements found either inside and outside the luggage, with all due respect for the confidentiality of the personal data obtained.
- In the event that the Passenger has not collected their luggage seven (7) days after the date it is made available, the Carrier may demand the amount of ten (10) Euros per day for storage. If the Passenger does not collect their luggage in the maximum period of six (6) months counting from its availability date, VUELING may dispose of the aforesaid luggage without incurring any responsibility.
- In the event the Passenger claims a piece of luggage yet does not hold the corresponding Luggage Claim Stub, such luggage will only be delivered if the Passenger can prove, to the Carrier's satisfaction, that he or she is entitled to it. If VUELING requests, in justifiable circumstances, this person must provide economic cover before collecting their luggage, adequate to indemnify any loss, damage or expense the Carrier may incur as a consequence of that release.
- VUELING can block or deny luggage release to a Passenger carrying any luggage that appears suspicious, or at the request of another Passenger, or the Spanish state security forces, or the security forces in each country. In such cases, the Passenger must fulfil the legal procedures for collecting luggage and the Carrier will not assume any responsibility whatsoever for such delay, or refusal to release luggage.
- In the event that the Passenger purchases two or more point-to-point Flights, it is the Passenger's own responsibility to allow sufficient time to be able to collect his or her luggage from the first flight (in the case of checked baggage), check it again, pass through security and passport control and arrive at the boarding gate for the second and/or following flights. The foregoing will not be applicable to Connecting Tickets.
- In the case of Connecting Tickets, the Passenger will check his/her luggage at the originating airport and collect it at the destination airport, the Carrier being responsible for handling the baggage at connections en route.

8.7 Damage to luggage

- In the event of lost or damaged luggage, the rules established by the national and international standards currently in force will apply, most notably the 1960 Air Traffic Act and the Montreal Convention of 28 May 1999, as well as Regulation (EC) No. 2027/97 of the European Council.
- VUELING will be liable in cases of destruction, loss, delay or damage to luggage, up to the sum of 1,131 [Special Drawing Rights](#). Passengers may benefit from a higher liability limit by making a special value declaration, for which there is a [supplementary charge](#). With regard to unchecked luggage, VUELING will only be liable for damages caused through its fault.
- If checked luggage has been damaged, lost, destroyed or delayed, the Passenger must inform VUELING in writing at the earliest opportunity and in any case within 7 days for damaged luggage and within 21 days for lost luggage. The aforementioned periods will begin from the moment the luggage is handed over.

- In any case, VUELING will not be liable for damages such as dents, scratches, stains and broken handles/wheels, unless (i) the luggage is proved to have been in perfect condition before it was handed over to VUELING, (ii) the damage is specified, and (iii) it is proved that the alleged damage occurred during the time that VUELING was responsible for the luggage.
- If the airline operating the flight is not VUELING, the Passenger may register a complaint or claim with either carrier.

8.8 Animals and special luggage:

Any Passenger habitually requiring a guide dog may travel with it in the cabin, provided that the animal is correctly leashed and the Passenger accepts responsibility for any damage it may cause the other passengers.

The Passenger may, during the booking process, choose to contract the pet transportation service (except rodents) for which an additional price must be paid and the following conditions adhered to:

- The animal must travel enclosed in a special box, with breathing holes and a waterproof floor. A homemade box is not adequate. If the container is not acceptable or safe, at the sole judgement of ground and flight staff, it will be rejected.
- The maximum measurements of the box are 50 cm long, 40 cm wide and 20 cm deep, whenever the sum of these three measurements does not exceed 110 cm.
- The maximum weight of the box (including the animal and its accessories) is 8 kg.
- Food and drink containers must be covered, to avoid spillage.
- The box must be transported on the ground, located between the Passenger's feet or under their seat. It is prohibited to transport the box on the seat next to the Passenger, even if unoccupied, or on the Passenger's lap.
- Any animal which due to its special characteristics (bad smell, state of health, hygiene or violent behaviour) could cause annoyance to other passengers will be rejected.
- Passengers who transport animals must take responsibility for them at all times, assuming responsibility for any problems they could cause.
- The animal must not be removed from its box under any circumstances from aircraft boarding till disembarkation.
- Only a single animal can be transported per box, except birds and other small animals.

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

The Passenger will be responsible for any damages (such as fines imposed by the destination country of the flight, etc.) that VUELING may incur from transporting the animal without the appropriate documentation.

Only two animals are allowed onboard in the passenger cabin on a single flight. The computer booking system will not offer the possibility for passengers to contract this service once this maximum quota has been filled.

VUELING does not offer the possibility of transporting animals in the aircraft hold.

To transport sports and special equipment the Passenger must accept the specific [conditions and rates](#) when contracting this service.

At the Passenger's express request when booking the Ticket, through the Call Center at any time, or when checking in luggage, VUELING offers a service of [equipment value declaration insurance](#), except for certain valuable objects, at an extra cost.

VUELING allows check-in of special equipment, at the [cost and specialities](#) appearing in the Annex to these Conditions.

9. Optima and Excellence fares

9.1 Optima fares

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

- Flexibility for bringing forward the time of booked flights on the same date. You can only make this change at the sales desk at the airport, between 2 hours before departure of the new flight and closing time of the check-in desk, which is 40 minutes before departure of the new flight, except in Rome, which closes 55 minutes before departure.
- Free reservation of a specific in-flight seat (including seats from rows 3 to 11 and from 15 to 31 if the flight is on an Airbus A320 and providing there are seats available). The number of available seats from rows 3 to 11 is limited and, if they are sold out, you must choose a seat from rows 15 to 31. The seat reservation fee included in the fare is non-refundable.
- Free check-in for one item of luggage (up to 23 kg).

9.1.2 Optima fare bookings

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

9.1.3 Modifying Optima bookings

You can swap your flight free of charge for another that departs the same day providing there are seats available. You can only make this change at the sales desk at the airport, between 2 hours before departure of the new flight and closing time of the check-in desk, which is 40 minutes before departure of the new flight, except in Rome, which closes 55 minutes before departure.

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

Once you have booked the Optima fare, you can only change the times and name within the Fare itself. (see Permitted Changes)

9.2 Excellence Fare

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

- (i) Free reservation of a guaranteed Duo seat.
- (ii) Room reserved on the plane for hand luggage of up to 14 kg.
- (iii) Preferential boarding and check-in desks. This service is only available at Barcelona and Madrid airports.
- (iv) Flexibility on flight time changes, providing there are seats available and you must pay any price difference between the purchased ticket and the new ticket at the time of the change.
- (v) Refunds permitted if the customer is unable to fly. The refund must be requested at least 2 hours before departure.
- (vi) On-board snack.

9.2.1 Excellence Fare bookings

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

You will automatically be sent the boarding pass by email upon completion of the purchase process as long as a seat has been assigned.

Accompanied minors may not acquire the Excellence fare.

9.2.2 Modifying Excellence Fare bookings

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

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

Any changes must be made through our Customer Services or at the airport Sales Desk if you are bringing your flight forward.

Flight time changes are allowed and with no fee for the change of flight, but you must pay any price difference between the purchased ticket and the new ticket at the time of the change.

You can also change the name of the ticket holder free of charge.

9.2.3 Cancelling Excellence Fare bookings

You can cancel an Excellence Fare flight and no explanations are required. The cancellation may also be applied to only one leg, for instance the outbound or the return flight, under a single booking number.

The cancellation must always be made at least 2 hours before the departure time of the first leg. If you have already flown one of the legs included in the booking, the other leg cannot be cancelled.

If you decide to exercise this right, we will refund the cost of the Excellence fare paid for the leg and the passenger for whom the cancellation is made.

10. Check-in and administrative requirements

10.1 Maximum check-in period

The Passenger must arrive at the airport with enough time before the departure of their flight to comply with all government requirements and, if necessary, check in their luggage. The check-in counters will open two hours before and close 40 minutes before scheduled flight departure, even if the flight is delayed, with the exception of the following airports:

- Roma Fiumicino (FCO) and Saint Petersburg (LED): 45 minutes prior to departure.
Tel Aviv Ben Gurion (TLV): 60 minutes before takeoff.
- Barcelona with destination Tel Aviv - Ben Gurion (TLV): 60 minutes prior to departure

After this period, no further luggage will be accepted or boarding cards issued. After the maximum check-in period, the Carrier may assign the seats of Passengers with a booking but no early boarding card, who have not identified themselves at the corresponding check-in counter, or at any other office indicated by the Carrier prior to the maximum check-in period, to Passengers who are on the waiting list pending acceptance.

10.2 Check-in

To check in luggage, the Passenger must present their Ticket or Connecting Ticket or the corresponding Booking Number, as well as a legally accredited document that verifies their identity. The Carrier reserves the right – on its own behalf or through third parties – to identify the Passenger by other means if it considers that the documentation presented is insufficient, or in the case of doubtful identity, or doubtful validity of the documentation presented.

10.3 Boarding

Boarding will begin 30 minutes before takeoff. The boarding gate will close 10 minutes before the flight departs. The Carrier reserves the right to cancel seat assignment and bookings of Passengers who do not embark at least ten (10) minutes before the scheduled departure time. Passengers who arrive late at the check-in counter will not be admitted onboard, they will not be entitled to compensation for denied boarding and will be liable for damages incurred by VUELING in the event that their luggage must be located and removed from the aircraft due to being checked in yet the Passenger not having reported to the boarding gate on time.

Whenever possible, families travelling with children, passengers in wheelchairs and passengers with reduced mobility will take preference during boarding.

10.4 Passenger rescue service

VUELING offers a specific service to allow a Passenger who misses a flight, after payment of the corresponding [cost](#), to board a later flight (Passenger Rescue). If a Passenger decides to contract this product, they will likewise be subject to the contents of these Conditions regarding the new flight.

10.5 Travel documents

The Passenger will be responsible for obtaining, maintaining in their keeping and presenting when required, all entry and departure documentation required for countries from which, to which, or over which they are being transported, as well as health documentation or other documentation that could be demanded in such countries. The Carrier reserves the right to refuse to transport any Passenger who has not complied with such applicable laws, regulations, rules, demands or requirements, or whose documents do not comply with the former, in the Carrier's judgement, or the judgement of authorities in the departure or arrival country.

In accordance with the Regulation (EU) No 610/2013 of the European Parliament and of the Council of 26 June 2013 amending Regulation (EC) No 562/2006 of the European Parliament and of the Council establishing a Community Code on the rules governing the movement of persons across borders (Schengen Borders Code), the Convention implementing the Schengen Agreement, Council Regulations (EC) No 1683/95 and (EC) No 539/2001 and Regulations (EC) No 767/2008 and (EC) No 810/2009 of the European Parliament and of the Council, for intended stays on the territory of the Member States of a duration of no more than 90 days in any 180-day period, which entails considering the 180-day period preceding each day of stay. The date of entry shall be considered as the first day of stay on the territory of the Member States and the date of exit shall be considered as the last day of stay on the territory of the Member States. Periods of stay authorised under a residence permit or a long-stay visa shall not be taken into account in the calculation of the duration of stay on the territory of the Member States. The entry conditions for third-country nationals from non-EU countries and countries which have not signed the Schengen Agreement shall be the following:

- a) they are in possession of a valid travel document (passport) entitling the holder to cross the border satisfying the following criteria: i) its validity shall extend at least three months after the intended date of departure from the territory of the Member States; ii) it shall have been issued within the previous 10 years.
- b) they possess a valid visa, if required pursuant to Regulation (EC) No. 539/2001 of the Council, of 15 March 2001, listing the third countries whose nationals must be in possession of visas when crossing the external borders and those whose nationals are exempt from that requirement (1), unless they hold a valid residence permit;
- c) they possess documents that justify the purpose and conditions of the intended stay, and they have sufficient means of subsistence, both for the period of the intended stay and for the return to their country of origin or transit to a third State into which they are certain to be admitted, or are in a position to acquire such means lawfully;
- d) they are not persons for whom an alert has been issued for the purposes of refusing entry in the SIS;
- e) they are not considered to be a threat to public policy, internal security, public health or the international relations of any of the Member States, in particular where no alert is issued in Member States' national data bases for the purposes of refusing entry on the same grounds.

10.6 Denied entry into a country

In the event that, for any reason, a public authority of any of the countries to which, from which, or over which transportation is provided denies entry to the Passenger into that country, including transit, the Passenger must pay the price of their return transport to their airport of origin or any other airport. The Carrier will not be obligated to reimburse the Passenger for the portion of the Ticket or Connecting Ticket corresponding to the routes that the Passenger has not completed nor will it have any liability for this Passenger's luggage.

10.7 Passenger responsibility

In the event that the Carrier must pay a fine, sanction, or incur any cost due to noncompliance by the Passenger or their luggage (customs, police, etc.) of any law, demand or other travel requirement in the countries from which, to which, or over which transportation is provided, the Passenger must reimburse, when the Carrier so requires, the amount the Company has paid, or the cost it has incurred or must incur.

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

11.1 The Carrier's entitlement to refuse carriage to Passengers

The Carrier reserves the right to refuse carriage to a passenger in possession of a Ticket or Connecting Ticket at any time if, in the Carrier's judgement:

- It is necessary or convenient for reasons of public safety.
- It is necessary or convenient in order to comply with the laws or applicable regulations in a country of flight origin, destination, or stopover.
- It is necessary or convenient due to the Passenger's behaviour, status, age, mental or physical condition.
- It is necessary or convenient to avoid damage, discomfort or serious nuisance to other Passengers or crew.
- It is necessary or convenient because the Passenger has previously and repeatedly failed to comply with the Carrier's regulations.
- The Passenger has presented the Carrier with a document that is (a) allegedly acquired by illegal means, (b) reported as lost or stolen, or (c) allegedly false or containing modifications or alterations of any type not made by the Carrier. In such cases, the Carrier reserves the right to retain such documents.
- The person who presents themselves at the Carrier's counter is not the same person as indicated on the ticket. In this case, the Carrier reserves the right to retain the aforesaid Ticket.
- The Passenger cannot verify that they have paid the full amount of the airline Ticket or Connecting Ticket, or has requested cancellation of the charge to the card with which it was purchased.

11.2 Transport restrictions

- **Pregnant women:** The carrier agrees to carry women who are up to 27 weeks pregnant (inclusive) may travel without a medical certificate. When the journey takes place between weeks 28 and 35 of the pregnancy (both inclusive), the original doctor's permission must be provided stating that the passenger is fit to fly, the period of validity and the doctor's registration number and signature. Women who are at week 36 or more of their pregnancy may not travel.
- **Minors:** Minors under 12 years of age may not travel without a responsible companion over 16 years of age. Minors between 5 and 12 years of age (11 + 364 days) may travel alone under the **Unaccompanied Minors Service (UM)** provided by VUELING, on payment of the corresponding fee. This service may also be used by minors between 14 and 17 years of age (17 years + 364 days).

For safety reasons, babies less than 7 days old will not be admitted on board. Children between 7 days and 2 years of age (1 year + 364 days) must travel on their parent's lap. Pushchairs and cots may not be taken on board. Passengers under 2 years of age are charged a **standard amount** per booking. A maximum of six accompanied minors between 5 and 8 years of age, plus one baby not entitled to a seat, per adult over 18 years of age will be admitted on board.

At any time, both VUELING and the local authorities at the departure or destination airport are entitled to demand all documentation relating to a baby or minor who intends to travel, and we therefore recommend that you keep this documentation close to hand.

Minors over 14 years of age will only be admitted on board if they are carrying a valid identity card or passport in their name. Minors under 12 years of age are also required to carry a passport or identity card, but the Spanish "libro de familia" will be admitted instead on domestic flights when they are accompanied by at least one parent.

There is a possibility that minors under 18 years of age residing in certain countries and travelling without a parent or legal guardian may be asked by the authorities to provide a form signed by a parent or legal guardian before departure, and they may be prevented from boarding if they are not in possession of this form. In the case of Romania, minors under 18 years of age who intend to travel alone or accompanied by only one parent may only do so if they have an official certificate signed by both parents.

- **Sick and contagious passengers:** The Carrier will not accept Passengers who are, or may be, suffering from a serious contagious disease or a disease that has triggered an official warning from the health authorities, such as severe respiratory infections, viral infections, tuberculosis or pneumonia.

12. Conduct on board the aircraft

- If, in the Carrier's judgement, the Passenger's behaviour onboard the aircraft could place the aircraft or any person or goods onboard in danger, or becomes an obstacle to the crew fulfilling their duties, or the Passenger ignores any instruction from the crew or threatens, abuses or insults any crew member, or behaves in a scandalous manner or in a manner that could be considered offensive to the other Passengers, the Carrier may take the necessary steps to ensure that such behaviour does not continue, including disembarkation from the aircraft. VUELING will later proceed with all the legal actions to which it is entitled in civil or criminal law.
- If as a consequence of the Passenger's behaviour onboard the aircraft, the aircraft Commander decides, in the reasonable exercise of his discretion, to detour the aircraft in order to disembark the Passenger, the latter must reimburse the Carrier for all costs arising from such a detour.
- Except with the Carrier's express permission, it is prohibited for safety reasons to use any electrical equipment or similar device onboard an aircraft, with the exception of hearing aids and pacemakers. Equipment and devices the use of which are prohibited include although are not limited to the following: radios and portable recorders; mobile and cellular phones; laptops; audio tape, compact disk, DVD and/or MP3 players, electronic games and transmission devices (including remote control toys and portable transmitter-receivers).
- Consumption of alcoholic beverages is not allowed except those that have been purchased onboard.

13. Liability for personal injury or property damage

13.1 General considerations

In the event of accident, VUELING's responsibility is the following:

- Responsibility will be limited to proven damage and under no circumstances will VUELING be responsible for indirect damage or injury, or damage or injury that is not sufficiently proven, including any form of non-compensatory damage or injury.
- VUELING is not responsible for any damage or injury resulting from compliance on its part with the law, governmental regulations, ordinances or requirements, or from the Passenger's noncompliance with the same.
- The General Carriage Conditions likewise apply to VUELING's authorised agents, employees and representatives to the same degree as they apply to VUELING. The amount recoverable by VUELING and its Agents, employees, representatives and authorised personnel will not surpass the amount corresponding to VUELING's responsibility, in the event it exists.
- If the airline responsible for the flight is not VUELING, the Passenger may formulate a claim to either company. The contracting Company is that appearing on the Ticket or Connecting Ticket.
- Any claim before a court must be presented within the maximum period of two years from the aircraft's arrival, or from the day it should have arrived.

13.2 Bodily injuries

- VUELING will be responsible for damages incurred in the case of death or wound or any other bodily injury the Passenger suffers if the accident that caused the injury occurred on board the aircraft or during any operations of Passenger boarding or disembarkation, in the terms and to the extent prescribed under Regulation 2027/97 (amended by Regulation 889/2002) and the Montreal Agreement of 28 May 1999, notwithstanding VUELING's exclusions of responsibility in the event that (i) the death, wounds or other bodily injury are due to the Passenger's pre-existing state of physical or mental health, prior to Passenger boarding operations; or (ii) if the injury was caused or facilitated by the Passenger's negligence, or due to their state of health prior to boarding the aircraft.

- There is no set economic limitation for liability in the event of the Passenger's injury or death. For damages of up to 113,100 [Special Drawing Rights](#), the airline cannot contest indemnity claims. Above this amount, the airline can contest a claim in the event that it can prove that there was no negligence or error of any type on its side.
- The recoverable sum will cover repair of damages, as specified in an amicable, non-litigious solution, as determined by the ruling of an expert or competent tribunal.
- VUELING will compensate the Passenger for recoverable damages only for the part that exceeds any payment received from a public social security body or other similar institution.
- VUELING reserves the right to appeal against third parties, including, without limitation, subsidy and indemnity rights.
- In the event of death, wounds or bodily injuries as a consequence of an air accident, the person/s entitled to compensation, once identified, will be offered an advance payment to cover their immediate needs, proportional to the damages caused. In the event of death, such advance payment must not be less than 16,000 [Special Drawing Rights](#) per Passenger. The advance payment will be made within fifteen (15) days following verified identification of the person/s entitled to compensation. This does not constitute any admission of responsibility and will be deductible from the definitive amount payable for liability in accordance with this Section, but will not be reimbursable except in the cases prescribed under Art. 20 of the Montreal Agreement, or if there is no entitlement to indemnity.
- All claims must be presented, in a maximum period of two years from the date the aircraft arrives or should have arrived.

14. Personal Data Protection

With regard to data collected during the users' booking procedure, Vueling has ownership of the file that is generated with the personal data that the users have provided. Vueling is committed to fulfilling its obligation to maintain personal data secret and to treat this data with confidentiality, and to this effect will adopt the measures needed to avoid alteration, loss, unauthorized use of or access to the data, taking into consideration at all times the state of the technology in its compliance with any legislation on matters of personal data protection that is applicable in Spain at every point in time. The user accepts that the personal data provided at the time of booking any of our services is incorporated into an automated file owned by Vueling, for the purpose of providing the requested service, and especially for the following purposes: (i) reserving a seat so that the Carrier may confirm the reservation; (ii) providing and rendering services and assistance related to direct sales; (iii) facilitating the immigration and entrance process; (iv) meeting requirements related to the Carrier's accounting, invoicing and auditing; (v) verifying credit cards and other types of payment cards; (vi) meeting the Carrier's security-related, administrative and legal requirements, and (vii) verifying, maintaining and developing systems and statistical analyses, as well as disseminating, including by electronic means, any information or advertising of possible interest about other products, services, promotions, news and other information that Vueling deems to be of interest. In the specific case of newsletters issued, these will include products offered by Vueling and operated either by Vueling itself or through collaborating entities. In the case that you do not wish to receive commercial communications by electronic media, you may contact Vueling at any time using the following e-mail address: lopd@vueling.com. In any case, the user is responsible for the veracity of the data provided and will be responsible for communicating to Vueling any modification thereof. Vueling reserves the right to refuse registered services to any user that has provided false information, notwithstanding other actions to which Vueling may be entitled by law. Finally, the user is informed that in order to exercise rights to access, modify, object to or cancel data, a written request can be made to Vueling at the following postal address: Vueling Airlines, S.A. (Departamento Legal), Parque Empresarial Mas Blau II, Plaza Pla de l'Estany nº 5, 08820 El Prat de Llobregat (Barcelona).

15. Liability for delays

In the event of Passenger delay, VUELING will be liable for damages incurred, if and when it did not take all reasonable measures in order to avoid the damage, and it was not impossible to take such measures, up to a limit of 4,694 [Special Drawing Rights](#).

16. Additional services provided by Vueling or third parties

VUELING offers a wide catalogue of [additional services](#) that it makes available to Passengers during the booking process, allowing them to configure this offer to their satisfaction.

VUELING has signed Agreements with third party companies to offer Passengers other services, separate from air carriage, such as hotel bookings, activities or car hire. In these cases, with regard to services contracted by the Passenger other than flights, the terms and conditions of third parties supplying such services will be the sole ones governing such services.

VUELING will not accept any responsibility for noncompliance of such third parties in providing the aforesaid additional services.

If the Passenger's flight is cancelled or delayed, VUELING will not be responsible in any manner for the additional services that the Passenger has contracted with third parties, even though the Passenger booked such service assuming the punctual arrival of the VUELING aircraft. In this case, the Passenger must resolve the problem exclusively with the company through

which they reserved the aforesaid additional services. VUELING remains exempt from any responsibility.

17. Applicable legislation

No agent, employee or representative of the Carrier holds the authority to alter, modify or reject any of the regulations in this Contract.

The present Contract can be stored by the Passenger in electronic format.

If any of the clauses or conditions in this Contract are declared unlawful or null and void, the Contract will remain in force in regard to all other clauses.

18. Legal Jurisdiction

In the case of litigation with a Passenger domiciled in Spanish national territory, cognizance of the same will correspond to the Spanish Courts resulting from application of Spanish legislation.

For its part, as provided under (EC) Regulation 44/2001, from the Council on 22 December 2000 regarding legal jurisdiction, Articles 23.1 and 23.2, in relation to Article 15.3, pertaining to litigation with customers domiciled in an EU member state other than Spain, all parties expressly agree, by waiving the legal jurisdiction [fuero] that may correspond to them, that international legal competence in any cause derived from the present General Carriage Conditions shall be settled in the Spanish courts, specifically in the courts of the city of Barcelona.

In any case, the consumer's legal jurisdiction, provided for in the specific consumer legislation, will prevail when applicable to the Passenger.