

## **General Terms and Conditions of Lübeck Air GmbH & Co. KG (hereinafter: GTC)**

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Lübeck Air sells and arranges flights between Lübeck Airport and the airports of Munich (MUC) and Stuttgart (STR). These flights are operated by Air Alsie. In addition, the General Conditions of Carriage (GCC) of Air Alsie, which are an integral part of these GTC, apply.

### **1. Booking**

Bookings can be made via the website ([www.luebeck-air.de](http://www.luebeck-air.de)), or by telephone (+49 451 - 5830 1800). When booking, passengers must provide a contact address, telephone number and email address where they can be reached should it become necessary to obtain additional information after the booking has been made and until the flight as booked has been fully executed (according to, inter alia, Art. 11 para. 3 of Regulation 2111/05 (EC) and Art. 5 I c of Regulation 261/2004 (EC)). The booked flight is only valid for the passengers named at the time of booking and is not transferable unless otherwise agreed in these provisions. During the booking process, the first name and surname of the passenger(s) must be given, which must correspond to an official photo identification document (passport, identity card, children's travel document or similar). Name changes on the ticket can only be effected free of charge if it can be shown by way of official registry office documentation that such name changes have occurred in the time between booking and departure; in all other respects, the rebooking modalities mentioned under point 6 apply.

### **2. Travel documents**

No paper tickets will be issued or sent. The passenger will receive a booking confirmation with booking number and an e-ticket by email when booking.

### **3. Prices / right to adjust price**

The services and prices as confirmed with the booking apply. They shall only apply to carriage from the booked departure point to the destination for the passenger named on the e-ticket and the flight times specified. Payment is due upon booking. In some countries, taxes and other charges may be imposed directly on the passenger by authorities or airport operators. Such charges are therefore not included in the flight price and must be paid in addition by the passenger. Lübeck Air reserves the right to subsequently increase the airfare confirmed with the booking if more than four (4) months have elapsed between the conclusion of the contract and the agreed date of travel and if the circumstances leading to the increase had not occurred prior to the conclusion of the contract and were not foreseeable or avoidable by Lübeck Air. The increase is permissible if passenger-related airport or other charges, surcharges and/or fees are newly introduced or subsequently increased by at least 10 % and the passenger is informed thereof immediately and at the latest twenty-one (21) days before the date of flight. The passenger-related increase shall be passed on directly per passenger. In the event of price increases of more than 5% of the total flight price after conclusion of the contract, the passenger is entitled to withdraw from the contract free of charge. The passenger must assert these rights vis-a-vis Lübeck Air immediately after notification of the price increase by Lübeck Air .

### **4. Payment**

All payments are made either by a credit card accepted by Lübeck Air, by EC card or in cash. In the event of missing or untimely payment (default of payment), Lübeck Air is entitled to charge interest on arrears at a minimum to the statutory amount, as well as a handling fee to the amount of EUR 10,00 for asserting the damage caused by the default; Lübeck Air reserves the right to claim further

damage caused by the default. Missing or untimely payment also includes the case that a credit card institute or a bank refuses to settle the claim resulting from the booking. In the event of a chargeback (i.e. if the amount collected by Lübeck Air from the bank or credit card company indicated by the customer is fully or partially charged back or otherwise claimed) a chargeback/damage lump sum of EUR 15,00 per booking shall be paid to Lübeck Air. In all the above-mentioned cases, the passenger shall have the right to prove that Lübeck Air has suffered no damage or damage to a lower amount.

## **5. Rebooking**

In the event of rebooking (for a different passenger or a different flight date) the respectively applicable fare conditions must be observed. A rebooking is possible up to one hour before the agreed departure time. It is considered a rebooking if, at the passenger's request, changes are made regarding the flight date (within the current flight schedule) or regarding one (or several) passengers prior to the individual departures, provided that there are seats available and that the overall number of passengers does not change.

## **6. Cancellation / no-show**

Cancellation of a booked flight or other confirmed service (e.g. animal transport, special reservation) must be notified to Lübeck Air by telephone on +49 451 - 5830 1800 or in writing by email to tickets@luebeck-air.de, quoting the booking number, prior to commencement of the journey. The time of receipt of such cancellation by Lübeck Air decides whether it is considered to be 'prior to commencement'. Cancellation is not possible after the commencement of the journey. If a passenger cancels a booked flight or ends up not travelling (no-show, presentation of incomplete travel documents upon check-in, or similar), such passenger remains obliged to pay the price of the flight, unless Lübeck Air is responsible for the circumstances leading to the failure to travel or the cancellation. This also applies if the passenger has given prior notice that he/she will not travel. Passenger-related charges (such as fees or charges calculated per passenger) will be deducted; reimbursement will be made according to the applicable statutory provisions. In the above-mentioned cases, the passenger is at liberty to prove that Lübeck Air has not incurred any loss, or that the loss is lower, as a result of not taking the flight. It is recommended that passengers take out a travel cancellation insurance.

## **7. Changes / flight time changes**

It may occur that flight times have to be changed after booking. If possible, Lübeck Air will inform the passenger about the change. If a significant change is made which is not acceptable to the passenger and if it is not possible to rebook to a flight acceptable to the passenger, the passenger has the right to claim a refund of the airfare. Other passenger rights remain unaffected. Lübeck Air is - if necessary - entitled to change the aircraft or the airline operating the flight and to transfer carriage in whole or in part to third parties/agents, it being understood that Lübeck Air remains responsible for the booked carriage. In the event of a change to another airline, Lübeck Air will, irrespective of the reason for the change, immediately take all reasonable steps to ensure that the passenger is informed of the changes as soon as possible. In any case, the passenger will be informed when checking in, but at the latest at boarding (EC Regulation 2111/05).

## **8. Liability**

The General Terms and Conditions and the General Conditions of Carriage of MHS-Aviation, which form an integral part of these GTC, apply with regard to liability for the carriage of passengers, cargo and baggage. (Extract: Liability for the carriage of passengers, cargo and baggage is governed by the liability limitations of the German Air Traffic Act, Regulation (EC) No. 2027/97 of October 9, 1997 as

amended by Regulation (EC) No. 889/02 ("Regulation (EC) 2027/97"), the Convention of May 28, 1999 for the Unification of Certain Rules Relating to International Carriage by Air ("Montreal Convention"), or the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air of October 12, 1929, as amended by the Hague Protocol of September 28, 1955, depending on whether the carriage is national or international within the meaning of the Warsaw Convention or the Montreal Convention). Lübeck Air shall be liable for errors or omissions in flight schedules or other publications of traffic times, or for information provided by agents, employees or representatives of Lübeck Air with regard to dates, departure and arrival times or the execution of the flight, only in cases of intent or gross negligence. Exclusion and limitation of Lübeck Air's liability shall apply mutatis mutandis to the benefit of its agents, servants, and representatives. The total amount to be paid by Lübeck Air and the named persons as compensation for damages, if applicable, may not exceed the maximum liability limits Lübeck Air is subject to. Any exclusion of liability under these provisions shall also apply to cases of passengers who fly free of charge or at a special fare which is not directly or indirectly available to the public.

### **9. Data protection and data security**

Lübeck Air may collect, process and use personal data, as part of executing the carriage contract, in accordance with the German Federal Data Protection Act and other statutory provisions. Such data is collected, processed, used and transmitted within the scope of the purpose of the contract using data processing equipment. Such processing or use is carried out within the framework of the statutory provisions for the following purposes: making reservations, purchasing a ticket, acquiring additional services and handling payment transactions; developing and providing services, facilitating entry and customs clearance procedures. For these purposes, Lübeck Air may collect, store, modify, block, delete, use and transmit such data to its own offices, authorised representatives and to those who provide the above-mentioned services on behalf of Lübeck Air. Furthermore, Lübeck Air may transmit the passport data and the personal data processed and used in connection with the air carriage to authorities in Germany and abroad upon request by the authority, if such request is based on mandatory statutory provisions and such transmission is therefore necessary for the performance of the contract of carriage.

### **10. Other provisions**

Should one or more clauses of these General Terms and Conditions be or become invalid, the validity of the remaining clauses shall not be affected. In addition, the Air Alsie General Conditions of Carriage (GCC) and, in the event of booking with an "air travel operator", its GTC shall also apply as integral parts of these GTC. In the event of contradictions, the aforementioned conditions shall apply in the following order of priority for the execution of the flight: first the Lübeck Air GTC, then the Air Alsie GCC and then the GTC of the "air travel operator".

### **11. Applicable law and jurisdiction**

The contract of carriage and these General Terms and Conditions are subject to German law. Jurisdiction shall be determined in accordance with the statutory provisions.

### **12. Google Analytics**

This website uses Google Analytics, a web analysis service of Google Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyse how you use the site. The information generated by the cookie about your use of this website is usually transferred to a Google server in the USA and stored there. However, in the event that IP anonymisation is activated on this website, Google will first shorten any IP address within member

states of the European Union or in member states of the European Economic Area. Only in exceptional cases will the full IP address be transferred to a Google server in the USA and shortened there. Google will use this information on behalf of the operator of this website to evaluate your use of the website, to compile reports on the website activities and to provide further services to the website operator in connection with the use of the website and the Internet. The IP address transmitted by your browser within the operating scope of Google Analytics is not merged with other Google data. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. You can also prevent Google's collection of data generated by cookies and related to your use of the website (including your IP address), and the processing of this data by Google, by downloading and installing the browser plugin available at the following link (<http://tools.google.com/dlpage/gaoptout?hl=de>). You can prevent data collection by Google Analytics by clicking on the following link, which will set an opt-out cookie to prevent the future collection of your data when you visit this website: [Disable Google Analytics](#). For more information on terms of use and privacy, please visit <http://www.google.com/analytics/terms/de.html> or <http://www.google.com/intl/de/analytics/privacyoverview.html>. We would like to point out that on this website Google Analytics has been extended by the code "gat.anonymizelp();" in order to guarantee an anonymised collection of IP addresses (so-called IP-Masking).