

General Terms of Transport (GTT)

Valid from November 07, 2009

1. Carriage only on presentation of complete and valid travel documents

Passengers are only carried by the Airline if complete and valid travel documents, as well as a valid passport/ID card/visa or, in the event of the original documents having been lost, equivalent substitute documents, are presented when checking in on time.

Suitable proof of identity (inclusion on the passport of parent/guardian or the child's own passport) must also be submitted for children and infants. We advise passengers to have their booking reference number ready when checking in.

The Airline is entitled to refuse carriage if the conditions of entry imposed by the country of destination have not been met or if travel documents/evidence required by a specific country cannot be submitted.

Every passenger is responsible for obtaining all required travel documents and visas, health certificates and other travel documents (including those regarding accompanying pets) for complying with all laws, regulations and travel requirements of the countries to be flown to, from and through which you transit. In the event of non-compliance, the Airline is entitled to refuse carriage and to charge the passenger for all resultant costs and damages.

2. Check-in

2.1. For short-haul and medium-haul flights passengers must have presented themselves at the check-in desk at least 30 minutes prior to the scheduled departure time to collect their boarding pass to be able to board. We recommend arriving in good time at the check-in desks, i.e. well before the check-in deadline, to ensure that the check-in process can be completed even in the event of long queues etc.

3. Carriage of baggage

3.1. The Airline may refuse to accept baggage to be checked in if it is not packaged in such a way that its secure transportation can be ensured.

Passengers share responsibility for ensuring that their checked baggage, as well as all items contained therein, will survive transportation without damage.

3.2. Cabin baggage must not weigh more than 5 kg. The dimensions of hand baggage must not exceed the measurements of 55 cm x 40 cm x 20 cm. On account of space restrictions and security, only one item of hand baggage per passenger is permitted. According to EU regulation 1546/2006 all passengers departing from airports in the European Union and Switzerland (including connecting flights) are only allowed to transport liquids, pressurised containers, pastes, lotions and other gel-like substances up to a maximum amount of 100ml per item in their hand baggage. Essential is the maximum filling amount printed on the container. All of these single containers must be packed in one transparent, re-sealable plastic bag with a capacity not greater than 1 litre. Only one plastic bag per person is allowed. Special rules apply to prescribed medication and baby food, which can be obtained through the Customer Service Team of the airline.

3.3. The maximum free baggage allowance for checked baggage is 20 kg per passenger except infants. Infants (up to 2 years old) receive 10 kg of free luggage allowance, plus buggy or pram or child car seat.

The maximum free baggage allowance can increase for special customers (i.e. TUI Gold Card holder, TUI Premium Guests and Ö- Card holder) provided that the outbound and inbound flights have been booked at the same time.

The Airline recommends a maximum weight of 32 kg for any individual item of baggage.

An additional charge is payable if the free baggage allowance applicable to the passenger is exceeded.

3.4. The baggage identification tag issued to the passenger acts as a record of the checked baggage as regards the weight and the number of items.

Passengers are advised to attach a label with their name and address to the outside and inside of checked baggage.

3.5. Passengers are required to collect their checked baggage as soon as it is issued by the Airline. If baggage is not collected or acceptance refused, the Airline shall be entitled to charge the passenger for the storage costs that may be incurred.

3.6. The passengers shall be responsible for the fulfilment of any customs duties in connection with their baggage.

3.7. We recommend that the passengers contact immediately after landing the Lost and Found desk of the respective airport of destination in the event of delays, loss, destruction of or damage to their baggage

3.8. Allowed luggage (subject to registration)

Excess luggage:

Requires online registration: € 8.00/kg one way
 Fee at check in counter: € 10.00/kg one way

Special luggage:

Requires registration: Such as pets, wheel chairs, bicycles, surf boards, diving and golf equipment

Sports

Equipment:

	One-way	Round Trip
Bicycle	€ 25.00	€ 50.00
Surf board	€ 25.00	€ 50.00
Kite board	€ 25.00	€ 50.00
Wave board	€ 10.00	€ 20.00
Hang glider	€ 25.00	€ 50.00
Para glider	€ 25.00	€ 50.00
Golf Equipment	Free of charge up to 30kg (valid for departures until March 27, 2010)	Free of charge up to 30kg (valid for departures until March 27, 2010)
	Free of charge up to 15 kg; beyond that handled as excess baggage (valid for departures from March 28, 2010	Free of charge up to 15 kg; beyond that handled as excess baggage (valid for departures from March 28,2010
Diving Equipment (up to 30kg) beyond that handled as excess baggage	€ 25.00	€ 50.00



Sports Equipment

Sports Equipment such as badminton, climbing, archery, hockey, tennis, ski equipment, fishing gear

One way

Carried within the scope of the luggage allowance

Round Trip

Carried within the scope of the luggage allowance

Animals:

Animals in the cabin (PETC) € 20.00
(in suitable container - dimensions 55x35x20cm, weight up to 5 kg)

€ 40.00

Animals in cargo hold (AVIH) € 40.00
(in suitable container)

€ 80.00

Wheel chairs:

Requires registration, no fee

Requires registration, no fee

Guide dogs for visually impaired or deaf passengers are transported in the cabin and require no fee.

Oxygen:

The transport of oxygen canisters generally requires registration.

Transport prerequisites:

-Compressed oxygen tank with 2 litre canister volume and max. filling pressure of 200 bar (max. length 55 cm, outer diameter 10 cm)

-Oxygen hose with length at least 180 cm

-Bottle must have additional outer packaging as protection, but which may not be bulky

-Valve must be secured by a protective cap

-No transport of replacement bottles

Important: Liquid oxygen systems are not permitted!

Dangerous goods:

The transport of dangerous goods is subject to the internationally applicable IATA regulations.

Online-Registration of sports equipment, special luggage and excess baggage on :

www.HAMBURG-international.de

Sports equipment and special luggage must be registered no later than three days before departure!

4. Prohibited luggage

4.1 Prohibited baggage

For safety reasons, the baggage may **not contain** the following articles or materials:

- Briefcases or portable safes with installed alarm devices or integrated lithium batteries and/or pyrotechnic material
- Explosives, munitions, fireworks or flares
- Gases (flammable, non-flammable, highly cooled and toxic), such as camping gas or aerosol, propane and butane
- Combustible liquids, such as bleach, peroxides, petrol and methanol (lighter refill, paints, thinner)

- Combustible solids and reactive substances, including magnesium, fire lighters, fireworks, torches
- Oxidants and organic peroxides, including bleach, sets for retouching car bodies
- Toxic or infectious substances, including rat poison, infected blood and pathogens
- Radioactive material, including medical or industrial isotopes
- Corrosive substances, such as mercury, which may be contained in thermometers, acids, bases and batteries, wet, filled with battery fluid, corroding agents and vehicle batteries
- Components of vehicle fuel systems that have contained fuel
- Magnetising substances as well as all dangerous goods listed in the IATA dangerous goods regulations

Excepted from this provision are:

- Medications and medical devices, toiletry articles, smoking utensils (except for petrol cigarette lighters)
- Alcoholic beverages, insofar as these have only small volumes and are carried for personal use

Important: Special provisions apply on flights from/to Great Britain!

HAMBURG international can refuse to transport luggage if it is insufficiently packed in such a way that damage can be expected even under application of typical care. Refusal to transport is also possible if the aforementioned articles are not registered and confirmed in good time.

4.2 Prohibited hand luggage

For safety reasons, hand luggage may **not contain** the following substances and articles, which will **not be transported**:

4.2.1. Guns, fire arms and weapons

Any object that is capable of or appears capable of firing a projectile or causing injuries, such as:

All fire arms (pistols, revolvers, rifles, shotguns, etc.)

- Recreations and imitations of fire arms
- Toy pistols of all kinds
- Crossbows
- Lighters that imitate fire arms

4.2.2. Pointed/sharp weapons and sharp objects

Pointed or sharp objects that could cause injuries, such as:

- Axes, hatchets, arrows, darts, harpoons, spears, ice picks, ice skates
- Shears, straight razors, ski and hiking poles

4.2.3. Blunt instruments

Any blunt instrument that could cause injuries, such as:

- Baseball and softball bats, golf clubs
- Skateboards, billiard cues, fishing rods

4.2.4. Explosives and flammable substances

All explosives or highly flammable substances that represent a danger to the health of the passengers or crew or the technical and general safety of the airplane or property, such as:

- Munitions, blasting caps, explosives and explosive objects
- Recreations or imitations of explosives or explosive objects
- Gas and gas containers, e.g. butane, propane, acetylene

- Oxygen (in large quantities)
- Fireworks, torches of all kinds and other pyrotechnic creations (including small fireworks (“Party Poppers”) and toy pistols with caps)
- Paint in spray bottles
- Turpentine and paint thinner
- Alcoholic beverages with greater than 70% alcohol content by volume

4.2.5. Chemical and toxic substances

All chemical or toxic substances that represent a danger to the health of the passengers or crew or the technical and general safety of the airplane or property, such as:

- Batteries that could leak
- Mercury, chlorine
- Pepper spray, tear gas
- Medical or industrial isotopes, toxins
- Infected blood, bacteria and viruses
- Spontaneously combustible or flammable material

4.2.6 Lighters

Carrying of a lighter is **permitted** if it is

- intended for personal use
- filled with liquid gas fuel that is completely absorbed
- carried on one’s person (not in checked luggage or hand luggage)

It is **forbidden** to carry:

- any lighters in checked luggage or hand luggage
- so-called ‘Zippo’ lighters
- Lighters with non-absorbed fuel
- Lighter fuel
- Refilling cartridges

The list is not conclusive and can be expanded at any time. Additional rules may apply to specific flights.

In addition, the IATA dangerous goods regulations must be followed.

5. Carriage of expectant mothers, Unaccompanied minors, disabled passengers

expectant mothers:

Transport up to the 32nd week of pregnancy with pregnancy record

Transport as of the 32nd week of pregnancy with physician’s certificate, which may not be older than 7 days

Transport as of the 36th week of pregnancy is no longer possible

Children travelling alone:

The service for children travelling alone (5–11 years old) costs 30 EUR one way and requires an online registration. Transporting of children travelling alone is limited to 10 children per flight.

Unaccompanied minors between the ages of 5 and 11 can only be carried if the Airline was notified in advance and if confirmation from the Airline has been received. The service for unaccompanied minors can also be booked for children between the ages of 12 and 16.

Unaccompanied minors will be carried if an official passport/identity document with a photograph or the German family book or a certified copy thereof is presented at the check-in desk. The parents/guardian have to provide a written confirmation that the child is allowed to travel. For some countries special rules apply. Further Information can be obtained through the Customer Service Team. The name of the person collecting/ looking after the child at the destination airport must be given at the check-in desk. The guardians / parents must wait at the airport until the departure of the aircraft.

Ill or disabled passengers: The transport of disabled persons, ill persons or others who require special care must be registered in good time, however no later than 3 business days (at least 72 hours) prior to the respective flight. HAMBURG international accepts no liability for any damages or expenses that may arise with regard to failure to provide notification.

6. Applicable law and place of jurisdiction

6.1. Applicable law

German substantive law applies to all contracts concluded with us, with exclusion of German international private law. This does not apply insofar as the Convention or compulsory regulations of German international private law declare another legal system to be applicable; in this case, the regulations of this legal system apply.

6.2. Place of jurisdiction

For all disputes involving money or assets arising in connection with the transport contract concluded between you and us, the competent court for the city of Hamburg has jurisdiction for legal disputes, insofar as no other exclusive place of jurisdiction is justified.

The place of jurisdiction agreement does not apply within the scope of the Convention and with respect to persons who are not businesspersons and have a general place of jurisdiction in Germany.

7. Statutory references

7.1. Information in accordance with the Annex to Regulation (EC) 889/2002 amending Council Regulation (EC) 2027/97 on air carrier liability in the event of accidents:
"ANNEX

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 (approximate amount in local currency) 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 (approximate amount in local currency).

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 (approximate amount in local currency).

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 (approximate amount in local currency).

Destruction, loss or damage to baggage:

The air carrier is liable for destruction, loss or damage to baggage up to 1 000 SDRs (approximate amount in local currency). 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."

If the person collecting the baggage accepts any item of checked-in baggage without reservation, this action shall establish the disputable presumption that it has been delivered undamaged in accordance with the document of carriage. The Airline's liability is in all cases limited to proven damage. The damage to be compensated is reduced in the event of contributory fault. In addition please refer to the liability provision in article 20 of the Montreal Convention.

7.2. Information in accordance with regulation (EC) 261/2004:

This information summarises the regulations relating to the liability of EC airlines to be applied by those airlines in accordance with the legal provisions of the community in the event of a cancellation, flight delay and/or refusal to transport. The directive only applies if the passenger is in possession of a confirmed booking for the relevant flight, has arrived in good time to check in at the specified time (except in the case of the cancellation of the flight) and is travelling at a tariff available to the public. Claims for compensation as listed below may be excluded if the incident is due to extraordinary circumstances that could not have been avoided even if all reasonable measures had been taken (for instance poor weather conditions, political instability, strikes, security risks, unexpected flight safety problems). Likewise the passenger is not entitled to these benefits, if he/she was excluded from the flight due to justifiable reasons e.g. related to health, general or operational safety or inadequate travel documents.

According to regulation (EC) 261/2004, delays exist from a delay of the departure compared with the scheduled time of departure of 4 hours for flights above 3,500 km distance, of 3

hours for flights between 1,500 and 3,500 km and flights above 1,500 km within the EC and of 2 hours for flights up to 1,500 km distance. The passenger is entitled to receive care and support services from the Airline, if it is foreseeable that the flight will have a serious delay. These services are limited to the provision of appropriate refreshments relative to the amount of waiting time and the opportunity for two short telephone calls, faxes or E-mails. Overnight accommodation will be provided if necessary at the discretion of the Airline. The Airline is not required to offer care and support services, if because of them the departure would be delayed even more. In the event of delays of more than 5 hours the passenger is entitled to a refund for the ticket relating to those sections of the journey (legs) that have not been completed, and for sections of the journey that have already been completed only to the extent that the flight, in view of the passenger's original travel plans, has become pointless, if appropriate in conjunction with a return flight to the first departure airport at the earliest possible opportunity. In the case of cancellation of package tours the provisions of the package tours directive (90/314/EEC) shall apply, so that in the case of a cancellation very high cancellation costs may possibly be incurred. With a voluntary or compulsory exclusion from the booked flight in the event of an overbooking, the passenger is entitled vis-à-vis the Airline to care and support services and refunding to the extent already described. In addition, the passenger is offered alternative carriage to the final destination of the booked plane trip. This replacement carriage is carried out at the earliest possible time and subject to comparable terms. Subject to the availability of seats, the passenger can instead also travel to his/her final destination at a later time or a time requested by him/her, whereby the costs for refreshments, hotel and transfer are then to borne by the passenger. In addition, the passenger is entitled to a compensation payment if he/she was compulsorily excluded from the carriage. Passengers excluded from the flight against their will are, in addition, entitled to compensation (in cash, by cheque or bank transfer or, subject to their agreement, in the form of a voucher). The value of this payment is dependent upon the distance of the planned journey and the carriage offered alternatively. With flying distances of up to 1,500 km the compensation payment amounts to 250 EUR, between 1,500 and 3,500 km and flights within the EC above 1,500 km 400 EUR and for all other flights 600 EUR. If the passenger is offered an alternative flight, the arrival time of which for flights of up to 1,500 km is no later than 2 hours, for flights between 1,500 and 3,500 km no later than 3 hours and for all flights above 3,500 km no later than 4 hours after the scheduled arrival time of the originally booked flight, the compensation payment only amounts to 50% of the above-mentioned payment values, i.e. in other words 125 EUR, 200 EUR and 300 EUR. The passenger also has the same rights to alternative carriage, care and support service, refunding and compensation payment as listed above, should the flight for which the passenger has a confirmed booking have been cancelled. The passenger is not entitled to compensation payments, if the cancellation of the flight was carried out due to exceptional circumstances. Likewise, there is no right to compensation payment in the event of information about the cancellation at least 14 days before the booked departure, information about the cancellation between 14 days and 7 days before the booked departure and departure of the flight offered alternatively no more than 2 hours before the original time of departure or arrival no more than 4 hours after the planned arrival time. Information about the cancellation less than 7 days before the departure and departure no more than 1 hour before the original time of departure or arrival no more than 2 hours after the planned arrival time.

Important – please note: This information is required in accordance with regulation (EC) 889/2002 and in accordance with regulation (EC) 261/2004. However, this information does not constitute the basis of a claim for damages, nor can it be used to interpret the provisions of the Montreal Convention.



Do you have questions or suggestions? Please contact us:

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