



VIP-SERVICES

Terms and Conditions

For VIP-Services at Frankfurt Airport

1. General Provisions

1.1 Fraport AG, Frankfurt Airport Services Worldwide (hereinafter "Fraport") offers VIP services in accordance with the applicable service catalog and price list (see www.vip.frankfurt-airport.com) as special support for helping passengers of airlines to perform required tasks in connection with departing from, arriving at or transferring at Frankfurt Airport, optionally supplemented by other, special services that may be optionally requested.

If the Client wishes services from VIP-Services that are not included in the current service catalog, this must be separately clarified and agreed in writing with VIP-Services sufficiently in advance of the date for which services are requested. These incur additional costs that must also be paid by the Client.

1.2 The use of VIP services is subject to the following Terms and Conditions and to the Airport User Regulations and General Airport Regulations, which can be viewed at <http://www.fraport.com/en/our-expertise/business-services/policies-and-payment-terms.html>. No terms and conditions of the Client differing from these are recognized, even if they are known to Fraport and do not explicitly contradict these Terms and Conditions.

1.3 Fraport is entitled to withdraw from this contract at any time until 24 hours prior to the agreed time of performance if circumstances for which Fraport is responsible arise after confirming the order that render it impossible for Fraport to fulfil the order. However, this does not apply to cases in which Fraport immediately, and no later than 24 hours prior to the agreed time of performance, informs the customer of this. Any payments already made will then be refunded without delay.

1.4 In accordance with EU Directive 1107/2006, passengers with limited mobility are entitled to a separate, free service that must be requested in advance from the airline or tour operator. If wished, passengers with limited mobility can also be assisted within the scope of the VIP services to the extent defined for this service against payment of the fee agreed for it, provided that they do not require medical care, they are not bedridden, they are able to use stairs without assistance, and the fact of their limited mobility was communicated when booking the service. Otherwise it may not be possible to provide any support for them within the context of the VIP services or only with considerable waits.

1.5 Use of VIP services does not release the Client from complying with officially mandated requirements such as aviation security, passport and customs checks, unless an official exemption from these has been granted.

1.6 Special Customs Rules

When arriving in Frankfurt from outside the European Union:

When arriving from a non-EU country with merchandise and/or cash money or cash equivalents that must be declared, you may not use the VIP lounges until you have applied to the main customs office (Hauptzollamt) of Frankfurt am Main for your declaration to be processed by a customs officer on site at one of the lounges (a fee will be charged for this service). You must inform the staff of the VIP Services that you have done so prior to entering the lounge. The same requirement applies if you have a continuing flight to a destination within the European Union.

When leaving the European Union from Frankfurt:

When leaving the EU with merchandise and/or cash money or cash equivalents that must be declared, you are required to complete the required formalities prior to boarding your flight. For a fee, a customs officer can be dispatched to provide the required clearance in the VIP lounges. The following rules apply to declaring cash and cash equivalents worth more than €10,000:

When departing on a direct flight to a destination outside the EU, cash and cash equivalents must be reported before entering the security zone at the airport. When flying to another destination within the EU in order to transfer there to another flight, you must declare cash and cash equivalents to customs at the last EU airport.

Information on current customs allowances and the obligation to declare cash and cash equivalents exceeding €10,000 is available at www.zoll.de.

1.7 No claim to support exists, even when a booking has been confirmed, if it should be impossible to provide services due to force majeure, strike, bad weather, official actions or other circumstances for which Fraport cannot be held responsible. In addition, Fraport reserves the right to reject booking requests from clients who have previously shown inappropriate conduct, e.g. causing damage to facilities, drunkenness or assaulting personnel.

2. Description of Services

The services provided by VIP-Services of Fraport comprise:

- ensuring and coordinating the VIP travel process for departure, arrival or transfer, including requested special services;
- business management for provided VIP-Services;
- providing lounge areas, luxury-class vehicles and VIP assistants for services;



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- d) serving passengers within the scope of the travel process and during their stay in the VIP-Lounge; and
- e) providing informational materials in various languages for Booking Agents and Clients in order to ensure a smooth booking process.

Detailed information on the range of provided services is available in the current service catalog and price list, which can be consulted at www.vip.frankfurt-airport.com.

3. Obligations of the Client

To ensure that services are provided as smoothly as possible, the Client is obliged:

- 3.1 To correctly and accurately furnish all data that are required for providing booked services (number of persons, their names, the airline and flight number etc.) as indicated in the booking form (see www.vip.frankfurt-airport.com).
- 3.2 To respect and comply with all relevant official and legal requirements of the country from which the flight departs, the country to which the flight is headed, and/or the country in which transfers between flights take place.
- 3.3 To be in possession of valid travel documents for the country to which the passengers are traveling and/or in which they will transfer to a connecting flight.
- 3.4 To be in possession of valid airline tickets for the flight indicated when booking.
- 3.5 To undergo a security check unless they present written proof that they are exempt from such a check.
- 3.6 To observe the airport's and airline's general security and safety rules and regulations.
- 3.7 When originating at FRA, to arrive at the VIP facility in good time, in other words at least two hours prior to the scheduled time of departure (STD).
- 3.8 To treat the furnishings etc. of the lounge facilities with due care.

If a Client fails to meet any of the above requirements, this may restrict or entirely prevent the performance of the Contract. In such a case, the Client forfeits any and all rights to a refund of or credit for the price paid for booked services.

4. Obligations of Booking Agents

If a booking is not made by a Client directly, for example by a third party on behalf of one or more Clients instead, then the party making the booking shall be regarded as a Booking Agent and has the following obligations in connection with the booking and performance of the Contract:

- 4.1 To correctly and accurately furnish all data that are required for providing booked services (number of persons, their names, the airline and flight number etc.) as indicated in the booking form (see www.vip.frankfurt-airport.com).
- 4.2 To thoroughly and correctly inform the Client, persons traveling with him or her, and any persons who will be seeing them off or meeting them (meeters & greeters) of the requirements for smooth performance of the Contract, either by providing the booking confirmation to them or personally meeting with them.

5. Booking, Changes to Bookings, Conclusion of the Contract

5.1 VIP services may be booked in any of the following ways:

- Using the booking form on our website:
www.vip.frankfurt-airport.com
- By phone at: +49 (0)69 690-70366
- By email to: vip-services@fraport.de
- By fax to: +49 (0)69 690-70369

5.2 Special services may only be booked as additions to a booked VIP service package.

5.3 By making a booking, a Booking Agent declares that he or she has been requested and authorized by the traveling Client(s) to book VIP services with legally binding effect on their behalf or is making the booking in his or her own name. The contractual partner is the person whose name is entered in the booking form as such.

5.4 Bookings for VIP services must be made in good time, i.e. at least 24 hours before the flight event, by providing all required information in accordance with the current flight schedule of Frankfurt Airport (scheduled time of arrival, in short STA, and scheduled time of departure, in short STD) to VIP-Services using the booking form. After making booking by phone, the correctness of the details of the booking must be confirmed in writing by the Client or Booking Agent by additionally sending them by email or fax as per section 5.1.





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- 5.5 A booking becomes legally binding when VIP-Services sends confirmation of it by email. The Client or Booking Agent pledges to check the booking confirmation for correctness and immediately notify VIP-Services of any errors by sending an email to vip-services@fraport.de.
- 5.6 A booking cannot be confirmed unless and until credit card details are provided or advance payment is made. Until this is done, booking requests are administered in a waiting list. Credit cards are not charged until after booked services have been provided.
- 5.7 VIP-Services always endeavors to confirm booking requests as soon as possible. However, if there is heavy demand it may be necessary to place a Client on a waiting list.

Bookings on the waiting list can be confirmed, following prior consultation by phone between VIP-Services and the Client or Booking Agent, until one hour before the scheduled time of departure or just before the estimated time of arrival. Booking Agents are then obliged to inform Clients that the booking has been accepted.

- 5.8 When a booking is made at short notice, i.e. less than 12 hours prior to the scheduled time of departure or arrival according to the flight schedule, a surcharge amounting to 25% is due on the total value of the booking.

Changes to booking requests that have already been confirmed by VIP-Services, e.g. necessitated by a change in the departure or arrival time or the number of persons, must be sent by the Client or Booking Agent to VIP-Services immediately and in writing by email or fax during the business hours of VIP-Services (5:30 a.m. to 10:30 p.m. CET/Frankfurt local time):

By fax to: +49 (0)69 690-70369
By email to: vip-services@fraport.de

The changes do not become binding until an adjusted written booking confirmation is sent and received by email or fax.

- 5.9 Changes to bookings made for the same day are free of charge if a requested change is confirmed by VIP-Services. The provisions of section 6 below apply if a requested change cannot be confirmed for the same day due to heavy demand, as well as to all other changes to bookings. If a Client or Booking Agent wants a flight to be rebooked in connection with changing booked VIP services, they must authorize VIP-Services in writing to do so. This authorization can be provided by printing out, completing and signing the form available at www.vip.frankfurt-airport.com and then faxing or emailing it (see 5.1) or directly giving it to VIP-Services at the airport.
- 5.10 If a Client expresses special additional wishes that are not part of a booked service package, these are separately charged and invoiced.

6. Cancellation of and Failure to Receive Confirmed Services (No Show)

- 6.1 Booked and bindingly confirmed services of VIP-Services may be cancelled free of charge up until 24 hours prior to the scheduled time of arrival or departure (STA / STD) according to the flight schedule of Frankfurt Airport by sending an email to vip-services@fraport.de.

If a cancellation is made less than 24 hours before the STA or STD, the following fees will be charged:

- Between 24 and 12 hours before the STA or STD as applicable: 50% of the value of the booking.
 - Fewer than 12 hours before the STA or STD as applicable: 80% of the value of the booking.
- 6.2 Clients who fail to appear and receive booked services that have been confirmed by VIP-Services (no show) will be charged 100% of the value of the booking.
- 6.3 The personnel of VIP-Services wear nametags to identify themselves at the arranged meeting point. The Client must then identify himself or herself to the VIP agent. If he or she fails to do so and take advantage of the booked VIP services within an appropriate amount of time (until deplaning has been completed), this will be construed as a no show and the entire value of the booking will be charged.

7. Terms of Payment

- 7.1 The costs for VIP services must normally be paid either in advance or by credit card. If a Client wishes to receive and pay an invoice instead, this must be separately agreed; the prerequisite for this is a documented flawless payment history on the part of the Client (see section 7.2).
- 7.2 The prices for VIP-Services are indicated in the current price list of VIP-Services, which can be viewed on the VIP-Services website at www.vip.frankfurt-airport.com.
- 7.3 If the Client wishes additional services that are not covered by the booking confirmation, and in particular the inclusion of additional persons for whom the services had not been originally booked, the Client must pay for these separately.
- 7.4 Otherwise the currently valid General Payment Terms of Fraport apply; they can be viewed at <http://www.fraport.com/en/our-expertise/business-services/policies-and-payment-terms.html>.



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8. Liability

- 8.1 Fraport is fully liable in the event of loss of life, injury, or harm to health. Fraport is also fully liable for damage to property and financial losses if these are the result of gross negligence or intentional actions or omissions. In all other cases, Fraport is only liable for culpable violations of obligations whose fulfillment is an essential prerequisite for properly providing the contracted services and compliance with which may typically be expected by the customer, with the liability being limited to repairing or compensating for damages of kinds that are foreseeable and typically associated with the contract.
- 8.2 Liability under the German Product Liability Law and liability based on legal provisions that establish responsibility without culpability are exempt from this restriction.

9. Confidentiality and Data Privacy

- 9.1 Fraport captures and processes personal data received by a Client or Booking Agent exclusively for the purpose of processing and charging bookings and managing customers while complying with the applicable data privacy regulations and only to the required extent. It stores these data only as long as they are needed for these purposes.

More information is available at:

www.fraport.com/en/our-company/fraport/data-protection-statement.html.

- 9.2 Fraport does not divulge any Client data to any third parties unless the Client explicitly approves this or Fraport contracts a third party to provide services. In the latter case, Fraport concludes an agreement with the contracted company to ensure compliance with the applicable data privacy regulations.
- 9.3 Personal data are released to government bodies and authorities to the extent necessary to meet the legal requirements for providing VIP services.
- 9.4 Except when required by law to divulge personal data, Fraport undertakes to preserve the confidentiality of all personal data of the Client and ensure that both its employees and any third parties involved in performing the Contract are also required to respect the privacy and confidentiality of data to the same extent.

10. Right to Withhold Payment, Offsetting of Claims, Liability

- 10.1 The Client may only withhold payment due to counterclaims arising directly from this contract.
- 10.2 The Client or Booking Agent may only offset claims of Fraport against other claims if the latter are undisputed or have been legally established.
- 10.3 Fraport is fully liable in the event of loss of life, injury, or harm to health. Fraport is also fully liable for damage to property, financial losses, and reductions in the value of assets if these are the result of gross negligence or intentional actions or omissions. In all other cases, Fraport is only liable for culpable violations of obligations whose fulfillment is an essential prerequisite for properly providing the contracted services and compliance with which may typically be expected by the customer, with the liability being limited to repairing or compensating for damages of kinds that are foreseeable and typically associated with the contract, up to a maximum of 5000 euros. Liability under the German Product Liability Law and liability based on legal provisions that establish responsibility without culpability are exempt from this restriction.
- 10.4 VIP guests are required to leave all rooms, facilities and objects of the VIP lounge in good condition at the end of their stay. In the event that any damage is culpably caused by the Client, persons traveling with him or her, or meeters and greeters or other persons invited by the Client, Fraport is entitled to have the damaged items repaired or replaced as required at the Client's expense.

11. Ancillary Agreements, Place of Jurisdiction, Resolution of Disputes

- 11.1 The preceding Terms and Conditions constitute part of the Contract. Any ancillary agreements or changes or additions to the Contract must be in writing. If one or more of the provisions of these Terms and Conditions should be or become invalid or void, this shall not affect the validity of the remaining provisions.
- 11.2 The place of fulfilment and jurisdiction is Frankfurt am Main, Germany.
- 11.3 This English-language translation has been prepared with all due care and diligence. In the event that any disputes should arise, however, in cases of doubt the original German version of these Terms and Conditions shall take precedence for resolving them.

