



VIP Services at Munich Airport

Terms and Conditions

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1. General

1.1 Flughafen München GmbH – hereinafter referred to as “FMG” or “we” – provides passengers with the opportunity to stay in its exclusive VipWing Terminal at Munich airport before departure, upon arrival or during a transfer [“flight event”] and to receive individual support and assistance [VIP service]. Individual services and prices are described on our website at www.munich-airport.com/vip. These terms and conditions apply for these services. Other terms and conditions from the customer – hereinafter also referred to as “you” – do not apply, even if we are aware of these and have not expressly objected to them.

1.2 Passengers with restricted mobility receive assistance as standard under the PRM service [more information at www.munich-airport.com]. These terms and conditions do not apply in this case.

1.3 The VIP Service cannot exempt you from the official measures required in the check-in process such as passenger, passport or customs checks.

1.4 We collect, store and process the personal and bank account data etc. that you provide for administrative and billing purposes. If we include your details on invoices etc., please check to ensure that these are accurate and inform us of any changes. We typically check in registered passengers for the flight in advance and send the data provided to the airline or its check-in provider. For certain flights, we must collect your passport data in advance and send this to the airline or its check-in provider. In these cases, we ask that you please send a copy of your passport. By sending us a copy, you are considered to have given consent for us to forward the copy to the airline or its service provider exclusively for the purpose of checking in. Please notify us if you do not want us to check you in ahead of time.

2. Agreement of Services, Rebookings, Changes

2.1 VIP services can be requested by sending the completed application form by e-mail to the point of contact stated above. Application forms can be downloaded online at www.munich-airport.com/vip.

2.2 VIP services bookings must be submitted to the VIP Service in writing by e-mail as early as possible and no later than 24 hours before the services begin [time of departure or time of arrival of the passenger(s) receiving assistance]. FMG charges a “last minute surcharge” in accordance with our current service and price lists for applications for VIP services submitted less than 12 hours before the flight event.

2.3 The customer and contracting partner are those named as such in the application. The application becomes binding for the customer when it is received by VIP Services. Requests do not become binding for us until we accept and expressly confirm the application. Confirmation cannot be guaranteed even if a service is requested within the period set out in section 2.2 as this is subject to availability of resources. If the application is not confirmed within a reasonable acceptance period, the customer cannot assert any claims for performance or other claims or rights against the party providing the services.

2.4 Changes to bookings must be requested at the VIP Service in writing by e-mail. We may charge a rebooking fee per flight event and per rebooking transaction – changes to the date and/or flight number for commercial flights and changes to the date for private aircraft. This does not apply if the customer is not responsible for the reason for the rebooking. Rebookings are not binding for us until we have confirmed them. The provisions in section 2.3 apply accordingly.

2.5 The VIP Service must be notified of other changes to the service requested, e.g. to the number of persons, without delay and in writing by e-mail. The changes are not binding for us until we have confirmed them. The provisions in section 2.3 apply accordingly.

3. Cancellation or No-Show of Services

VIP services that have been requested and confirmed as binding can be canceled free of charge up to 48 hours before the flight event. If you subsequently cancel or do not accept [no-show] a service that we have already confirmed, we may demand the agreed or customary fee. We will deduct savings resulting from the cancellation or non-acceptance of the services and/or premises, or what we acquire or fail to acquire through mali-

cious intent through other use of our service personnel or premises (partial payment). The rates set out in the current service and price list constitute appropriate partial payment, unless you can prove a lower amount or we can prove a higher amount.

4. Meeting Place and Time – No-shows

4.1 VIP Services staff have signs etc to identify them at the specified meeting place. For departures, we will meet you at the VipWing curbside zone in Terminal 1, arrival area E at Munich airport. We will greet at the plane itself when you arrive in Munich. The passengers receiving assistance must also make themselves known to VIP Services staff and make certain that the person contacted is part of the VIP Service team.

4.2 If the VIP Service is not used within an appropriate waiting period, even where this is unintentional, this is considered a no-show and charged accordingly [section 3].

4.3 The VIP Service is not exempt from the official published check-in times for the airlines in question.

5. Payment Conditions

5.1 Prices are quoted net, plus value-added tax at the statutory rate. Fees can be invoiced in advance in full or in part. Otherwise, invoices must be paid within 10 days of the invoice date. We retain the right to take credit card details in advance when the customer registers for the service and to authorize the card as a precaution. Additional costs incurred due to faulty transaction processing for non-cash payments (returning direct debits etc.) must be reimbursed, notwithstanding further claims for compensation.

5.2 The customer agrees that FMG may send invoices in paper form or electronically at its discretion.

6. Limitations of Liability

6.1 Any liability on the part of FMG or a vicarious agent without or for a fault less severe than intent or gross negligence is limited to foreseeable damages typical for this type of contract in the event of a delay or breach

of a material contractual obligation or if performing this contractual obligation is impossible. Liability is excluded in other cases. This limitation also applies in favor of the employees in question. This does not effect liability in tort for damage resulting from death or injury to body or health.

6.2 External stairs or ladders to the passenger boarding bridges are intended exclusively for staff and not to be used by passengers to board or disembark the aircraft. Passengers are to use the staircases when boarding and disembarking airplanes. Passengers who still wish to board or disembark the aircraft using the external stairs do so at their own risk. FMG is not liable for any damage that may result from this.

6.3 FMG is not liable for damage resulting from force majeure or other reasons for which it is not responsible, such as government intervention or false information regarding the application data (departure or arrival time, connecting flights, flight destinations etc.).

6.4 Please note the limitations of liability within the scope of the Montreal or the Warsaw Convention and the German Air Traffic Act [*Luftverkehrsgesetz*].

7. Place of Performance, Legal Venue, Severability Clause

7.1 The service is subject exclusively to German law and is not covered by the provisions of private international law. The German version of the general terms and conditions is definitive. The English version is merely a translation.

7.2 The place of performance for the service obligations of both parties under the agreement is exclusively the site of Munich airport. The legal venue for both parties in the event of disputes regarding the contractual relationship is determined exclusively by this place of performance.

7.3 If individual conditions in these terms and conditions are invalid, this does not affect the validity of the remaining conditions.