

Special Business Terms and Conditions VIP service

1 General information

1.1 Provider Information

Flughafen Berlin Brandenburg GmbH
represented by its management
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Registered office of the company: Schönefeld
Registry court: District Court Cottbus HRB 9380 CB
VAT no.: DE 223892319

- 1.2 Flughafen Berlin Brandenburg GmbH – hereinafter referred to as FBB– offers the VIP service pursuant to the respectively applicable price and service overview (see <https://www.berlin-airport.de/de/reisende-txl/am-flughafen/flughafenservices/vip-service/index.php>) at Berlin Brandenburg Airport. Within the scope of this service we support passengers and their company before and during the departure, after the arrival or during the transfer between two flights.
- 1.3 In addition to personal and individual assistance and the possibility of an exclusive priority terminal access the VIP Service benefits include the following services:
- Use of the VIP lounge
 - food & beverage offer buffet or/and à la carte
 - Check-in and baggage handling
 - Separate security check and border control
 - Support with passport and customs formalities
 - Transfer from/to the aircraft with a limousine
 - Order of special services by coordination with the VIP service
- 1.4 Insofar as the customer or the passenger requests à la Carte orders this is respectively to be coordinated at least 48 hours before the requested date separately with the VIP service and to be agreed in writing. Additional costs are incurred for the Premium Food & Beverage offer, which are to be borne by the customer.
- 1.5 If the customer or the passenger requests services of the VIP service, which are not listed in the respectively applicable service overview, this is respectively to be coordinated separately with the VIP service at least 48 hours before the requested date and to be agreed in writing. Additional costs will be incurred hereby, which are to be borne by the customer.
- 1.6 Pursuant to the EU regulation 1107/2006 a separate, free service is available at the airport for passengers with restricted mobility, which must be organised through the respective airline or the responsible tour operator. Irrespective thereof persons with restricted mobility can also use the VIP service that is subject to costs. For the unlimited service provision, it is however essential that mobility restrictions be announced with each booking in order to be able to take the requirements for the person transport and the supervision into account.
- 1.7 The use of the VIP service shall not release passengers from the respectively applicable official measures in the handling process (aviation security, passport or customs control), unless an official exemption is available.
- 1.8 The VIP service is an offer without obligations. This may cease to apply or be restricted at all times. Confirmed orders will be carried out, unless there is a case of force majeure, strike measures, extreme weather conditions or official measures, which render the execution of the VIP service impossible.
- 1.9 The customer shall ensure within the scope of the registration process for the VIP service that he may transmit all necessary personal data of passengers, fellow passengers or accompanying persons, who also make use of the VIP service, to FBB and the forwarding of data is only carried out by complying with the applicable data protection law. The customer has to inform travellers, fellow travellers or accompanying persons about the information enclosed with the order form regarding the data protection (information sheet relating to personal data processing).

2 Reception & assistance obligations of the VIP guest

- 2.1 In case of a departure the VIP service will be informed by telephone 10 minutes before the arrival of the VIP in the multi-storey car park. The VIP service staff will receive the guest when the VIP is driving into the multi-storey car

park P1. The VIP guests, accompanying person(s) and supervisor(s) have to report to this staff and must assure themselves whether the contacted person belongs to the airport service. Registered supervisors may accompany the VIP guest into the lounge. By coordination with the VIP service a supervisor can accompany the guest to the aircraft. The VIP service can reject this request without naming reasons.

- 2.2 Insofar as our service is not used within 60 minutes without baggage or within 75 minutes with baggage and an European destinations or within 90 minutes in case of international destinations before departure, the service provision must be aborted. The non-acceptance of the service is to be remunerated in line with the remuneration regulations other services.
- 2.3 In case of an arrival the VIP passenger and if applicable the accompanying person(s), if not agreed otherwise in advance, will be received as a standard at the main entrance of the aircraft. The VIP staff will identify themselves by a sign with the name of the VIP passenger or in line with the instructions of the customer. An escort of the accompanying person(s) to the aircraft must be coordinated with the VIP service, is however not guaranteed.

3 Conclusion of the order/changes

- 3.1 Orders for the VIP service must be sent in a written form based on the fully completed booking form by post, fax or email to the contact named in the booking form at the VIP service.
- 3.2 The contract shall be concluded by acceptance of the order/the purchase order by FBB by means of a confirmation letter. The customer is responsible for the fault-free details in the order form and will inform FBB about errors immediately.
- 3.3 Changes to an order or individual partial services of the VIP service (e.g. arrival /departure time, number of persons, etc.) must be communicated to the VIP service immediately. FBB confirms the receipt of changes and the, if applicable, changed service provision by the VIP service. Changes for VIP services, which are carried out after expiry of the cancellation deadline according to Point 4 of these Special Terms and Conditions, may lead to the restriction or termination of the VIP services by FBB.
- 3.4 Services of the VIP service are liable to costs. The costs are oriented to the respectively valid remuneration regulations for other services. Special services aside from the remuneration regulations for other services or for services of third parties, which commissioned the VIP service by order of the customer or the VIP guest, are to be remunerated separately and will be invoiced separately by FBB.

4 Cancellations and non-acceptance of services

- 4.1 VIP Services booked and confirmed binding in line with the charges regulations for miscellaneous services can be cancelled free of charge up to 48 hours before the date for the service provision. Cancellations must principally be carried out in writing by post, fax or email. In case of cancellations from 48 hours before the booked date for the service provision are to be remunerated in line with the charges regulations for miscellaneous services.
- 4.2 In case of non-appearance of the guest/the guests the booked service is to be remunerated in line with the charges regulations for miscellaneous services.
- 4.3 Special services, which are not contained in the charges regulations for miscellaneous services and are made available separately by FBB or through a third party provider at the request of the customer, can only be cancelled if the service has not been provided or ordered already and insofar as the respective third party provider enables corresponding cancellations. Special services which cannot be cancelled for FBB, are to be remunerated by the customer. If applicable incurred cancellation fees of the third-party provider have to be borne by the customer.

5 Right of revocation

- 5.1 There is no right of revocation for this contract constellation in accordance with § 312g paragraph 2 number 9 of the Civil Code. The customer may not revoke his/her order/booking.

6 Liability

- 6.1 Liability is excluded for the loss of luggage or other personal belongings.
- 6.2 FBB shall be liable for damages due to intent or gross negligence in accordance with the statutory provisions. Liability for slight negligence on the part of the FBB or a vicarious agent of the FBB is limited to the foreseeable damage typical for the contract in the event of a breach of a material contractual obligation and is otherwise excluded. Fault-based liability for damages arising from injury to life, limb or health remains unaffected.

- 6.3 The contracting partner is not liable for damage resulting from force majeure or other causes for which it is not responsible, such as official interventions, security-relevant measures at the airport or incorrect information from airlines regarding departure times or departure gate information.

7 Payment terms

- 7.1 The customer is obligated to pay the agreed remuneration for the ordered or services subsequently used by the registered VIP guest or his fellow traveller(s)/accompanying person(s). This shall also apply to services initiated by the customer and expenses laid out for special services. The invoicing shall be carried out after provided VIP service by FBB.
- 7.2 In addition, the VIP remunerations can also be settled on site as well as within the scope of the order with an EC card or credit card. FBB reserves the right, without stating any reasons, to exclusively carry out the settlement by means of a credit card. This will be communicated by FBB to the customer accordingly within the scope of the order. VIP services are to be settled on site when the order is placed by the VIP guest if no cost-assumption declaration by an customer is available.
- 7.3 The customer is aware that FBB can issue invoices alternatively using electronic means or in a paper form.

8 Final provisions

- 8.1 The invalidity of individual provisions shall not affect the validity of the remaining provisions. In this case, the invalid provisions shall be replaced by valid provisions which come as close as possible to the economic purpose of the invalid provision.
- 8.2 No verbal ancillary agreements have been made. Amendments must be made in writing. This also applies to an amendment of this written form requirement itself. The German version is legally binding. Translations in other languages are for information purposes only.
- 8.3 German law shall apply exclusively. The place of jurisdiction is Berlin.
- 8.4 Purchasers with registered offices outside the Federal Republic of Germany, with whom a permanent business relationship exists, are obliged to appoint an authorized recipient with residence/registered office in the Federal Republic of Germany. The same shall apply if the Purchaser moves its registered office outside the Federal Republic of Germany after the commencement of the business relationship.
- 8.5 Dispute settlement
Platform for online dispute settlement
<http://ec.europa.eu/consumers/odr/>

We do not participate in dispute settlement proceedings before a consumer arbitration board, but hereby inform you about the responsible consumer arbitration board:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V.
Straßburger Str. 8
77694 Kehl
<https://www.verbraucher-schlichter.de/>

- 8.6 Incidentally, the provisions of the General Business Terms and Conditions of the charges regulations for miscellaneous services in their current version including the payment provisions defined therein shall apply. The charges regulations for miscellaneous services can be found under <https://www.berlin-airport.de/en/business-partners/airlines-and-handling/charges/fees-for-miscellaneous-services/index.php>