

## **El Al Israel Airlines Group Terms and Conditions Israel**

### **1. Group Agreement**

- 1.1 This Agreement sets out the Terms and Conditions on which El Al Israel Airlines Ltd. ("El Al") agrees to quote fares ("Agreed Fare") to the Group.
- 1.2 El Al will only correspond with the travel agent of the Group unless the Travel Agent specifically delegates to another official representative to correspond with El Al in relation to the Group Booking.

### **2. Group Size and Qualifications**

- 2.1 Group Size means the following: applicable for all cabins of service (Economy, Business, First): 10 (ten) or more passengers at the same cabins of service.
- 2.2 Any children (aged 2-11) and any senior citizen (aged 60 and above) included in the Group will be charged at the Agreed Fare unless otherwise stated. Infants (aged 0-2) will be charged 20% of the Agreed Fare, provided no seat is allocated or render to them. An infant occupying a seat, will be charged the Agreed Fare.
- 2.3 Any subsequent new request for a Group Booking will be subject to seat availability and a possible increase of the Agreed Fare.

### **3. Agreed Fare**

- 3.1 It is hereby clarified that this Group Proposal is not a confirmation for allocating group seats, but reflects the requested fare at that time. In case of change in flight status, within Group Proposal validity, in a way that change the availability of the seats, a new request should be applied.
- 3.2 The Agreed Fare will be guaranteed only after the agent's group reservation will be confirmed by El Al.
- 3.3 The Agreed Fare excludes taxes, fees, charges, levies, additional surcharges but includes carrier imposed surcharge, and is not guaranteed against any increases in them, unless specifically stated. The quoted fare will not be affected by any change in the mix for the quoted fare components (excluding airport taxes, fees, and charges). The quoted fare will be conditional on a minimum number of passengers travelling (as specified in the Booking Confirmation) and will be subject to an increase to the full applicable published fare, if the minimum number of specified passengers does not travel
- 3.4 Unless otherwise stated in the Proposal (e.g. Net Fare), the agreed fares entitles Travel Agents to base commissions as specified in El Al's annual agreement with the Travel Agent

#### **4. Deposit**

- 4.1 In order to maintain the seats at the fare which has been agreed at the time of booking, El Al will require a Deposit. The Deposit is not required for an infant not occupying a seat. If a deposit wasn't originally paid, a handling fee of USD150, for creating the reservation, will be charged and will be refundable if the reservation materialized.
- 4.2 For a single Group (Ad Hoc/ Wholesale/ Committed), the Deposit amount should be calculated as follows:
- \$150 per passenger for destinations greater than 6 flight hours (including itineraries involving other carriers)
  - \$100 per passenger for all destinations other than the ones mentioned above
- 4.3 For Commitment Series, the Deposit amount will be 10% of the agreed fare (incl. carrier imposed surcharge) per passenger.
- 4.4 El Al reserves the right to change the sum of the Deposit and Deposit's Date. These changes will be detailed in the Proposal.
- 4.5 If the Deposit is not received on time, the Group Booking shall be cancelled automatically without further reference to the Travel Agent, and the Travel Agent shall indemnify El Al against any and all claims, proceedings or liabilities that arise out of such a cancellation. Receipt of Deposit after the Deposit Date will be treated as a request for a new booking. This request will be subject to availability and possible increases in the Agreed Fare.
- 4.6 The paid deposit is for a specific group or series and is not transferable.
- 4.7 In case of committed group (single or series), the deposits must be made in a single payment transaction for the entire traffic.
- 4.8 For Group Bookings made within the "last date to cancel/reduce without charge" as described in the Proposal (e.g. booking made on 12 November for departure on 25 November), the Deposit is required within 48 hours from the reservation's approval.

#### **5. Payment**

- 5.1 Payment must be paid according to El Al general payment guidelines.
- 5.2 Payment Method: Deposits and Full Payment may be made by bank transfer or via IATA Billing and Settlement Plan ("BSP").
- 5.3 Post departure, the Deposit, after deduction of Penalties, will be refunded to the Travel Agent via the BSP in accordance with the El Al's Travel Agent payment policy and after receipt of full payment.

#### **6. Names, Advanced Passenger Information and Ticket issuance**

- 6.1 The Travel Agent is responsible for recording in the PNR advanced passenger information, emergency contact name and telephone number (as applicable) or any other information required by immigration authorities, no later than 7 days prior to departure.
- 6.2 If the booking will not include the relevant information by the due date above, El Al may cancel the reservation of those passengers their relevant information was not provided as requires

above (without payment of compensation) and release the reserved seats. El Al will retain all payments received on or before the date of cancellation, and the Travel Agent will be liable for and shall pay to El Al all sums that would otherwise be due on or before the date of cancellation.

- 6.3 Travel Agent shall ensure that all passengers are in possession of all the necessary documentation such as visas, health requirements and insurance.
- 6.4 Travel Agent shall issue the tickets 7 days prior to departure unless the itinerary involves other carries, in which case the more restrictive requirements apply.
- 6.5 Free tickets – for every group of 30 passengers that were ticketed and boarded the flight, the 30th passenger will be at the cost of 75\$ + tax for EU destinations, and for long haul destinations at the cost of 250\$ + tax.

## 7. Changes to Group Size / Penalties

- 7.1 Any increase in Group size will require confirmation of new allocated space and newly Agreed Fare. Any reduction in numbers to less than 10 passengers will mean the Agreed Fare is no longer valid and the Travel Agent will be asked to re-book on a published fare.
- 7.2 Reduction in the Group Size will result in penalty as depicted below, unless otherwise specified in the Proposal.

Days Prior to Departure (PTD)	Penalty
More than 90/60 days PTD (peak/off peak)	<p>No penalty</p> <p>Note: Peak period is defined by El Al and will vary from time to time. Last date to cancel/reduce w/o charge will be stated in the Group Proposal.</p> <p>Note: this clause does not apply to committed groups (single or series). Until 14 days PTD, 90% will be charged in any case.</p>
15-60/90 days PTD (peak/off peak)	<ul style="list-style-type: none"> <li>Reduction of 10% of the group – No penalty</li> <li>Reduction of more than 10% of the group – Deposit for each cancelled passenger</li> </ul> <p>Note: this clause does not apply to committed groups (single or series). Until 14 days PTD, 90% will be charged in any case.</p>
0-14 days PTD	<ul style="list-style-type: none"> <li>Agreed Fare plus carrier imposed surcharge (but excluding Taxes / Fees / Charges and Base Commission)</li> <li>Note: 100 % will be charged in any case.</li> </ul>

- 7.3 This is to clarify that the arrangement in section 7 in connection with the cancellation policy, as well as the arrangements in connection with changes in the size and override any other arrangement, including the arrangement provided in the Consumer Protection Law - 1981 and the regulations thereunder.

- 7.4 Eilat (ETH)-add-ons are permitted, subject to availability, payment of the appropriate additional Agreed Fare and a connection to/from the main Group itinerary.

## **8. Deviations**

- 8.1 Deviations or split from the Group itinerary, such as route, date or flight time, permitted up to 20% of group size.
- 8.2 Deviations are permitted subject that the varying passenger is still travelling on at least one identical sector with the main Group.
- 8.3 The deviations are subject to seat class availability at the time of rebooking and the collection of any applicable increases in fare. In any case the fare shall not be lower than the Agreed Fare
- 8.4 Deviations are permitted post ticket issuance, subject to availability. Reissue will be done according to the ticket's rules and conditions

## **9. General Provisions**

- 9.1 El Al reserves the right to withdraw any of its scheduled services at any given time, but will endeavor, wherever possible, and at its sole discretion to book alternative scheduled flights against Group Bookings that have been confirmed. In the event it is unable to do so, El Al will provide a full refund of all monies received. This will be the sole liability of El Al and the sole remedy for the Group, subject to any applicable law.
- 9.2 EL AL's liability towards for her passengers, shall be as set out in the Warsaw Convention of 1929, as amended from time to time and/or the Montreal Convention of 1999, and/or in accordance with Aviation Services Law (Compensation and Assistance for Flight Cancellation or Change of Conditions), 5772-2012, and subject to the conditions of the Agreement and EL AL's general transportation conditions of Carriage.
- 9.3 El Al shall not be responsible for losses that result from its failure to comply with these Terms and Conditions, including, but not limited to, direct or indirect losses that fall into the following categories: (a) loss of income or revenue; (b) loss of business; or (c) loss of anticipated savings.
- 9.4 Any dispute, controversy or claim arising out of or in connection with this Agreement including any question regarding its existence, validity or termination (a "Claim"), should be brought first to the knowledge of the Travel Agency and the V.P. commerce of EL AL in order to reach an amicable solution. Should the parties shall not reach an agreement the claim should be referred to the competent court in Tel Aviv, Israel, which shall have an exclusive jurisdiction.
- 9.5 All travel on a flight operated by El Al is pursuant to a contract of carriage with El Al. The contract of carriage is governed by: (i) the conditions in the ticket or the passenger Itinerary Receipt; (ii) any tariffs which apply; (iii) El Al's General Conditions of Carriage (which include details of El Al liability for damage for a flight operated by El Al); and (iv) El Al's regulations.