

General Conditions of Resale

1. Introduction

- These general conditions ("**General Conditions**") govern any resale request ("**Resale Request(s)**") made by you as a passenger ("**Passenger**") to TRANSAVIA AIRLINES C.V. , a limited partnership (*commanditaire vennootschap*) established under the laws of The Netherlands, having its registered address at Piet Guilonardweg 15, 1117 EE Schiphol, The Netherlands and registered with the Dutch Commercial Register (*Handelsregister*) under number 34069081 ("**Company**") via the Ticket Resale Service (the "**Ticket Resale Service**") for a flight within your booking initially purchased from the Company ("Booking(s)").
- The terms "**we**", "**us**", "**our**" refer to the Company and "**you**", "**your**" refer to the Passenger.
- Please read these General Conditions carefully before accessing or using the Ticket Resale Service.
- We may modify, update, or replace these General Conditions from time to time. These modifications will not affect Resale Requests that are already submitted.
- We reserve the right to suspend the Ticket Resale Service at any time. However, this will not affect Resale Requests that have been submitted before the suspension of the Seat Resale Service.
- These General Conditions must be read in conjunction with our [General Conditions of Carriage](#) and our [Privacy Policy](#).
- By making a Resale Request, you confirm that you have read and understood these General Conditions and agree to be bound by them.

2. Service eligibility criteria

- A Resale Request may be submitted by Passengers within a Booking who purchased a ticket from the Company Passengers travelling under a group reservation or benefiting from special fares are not eligible. The Passenger submitting the Resale Request is deemed to have the authority to act on behalf of all Passengers included in the Booking.
- A Resale Request may be submitted if your Booking is eligible and open for resale. Your Booking might be eligible when:
 - It is operated by the Company (interline and codeshare flights are not eligible);
 - Bookings are not made via a travel agency or (local) agencies;
 - Bookings have not been modified (change of flight, change of name etc.);
 - Your Booking was made at least 72 hours ago;
 - Your Booking has been fully paid;
 - Your Booking is not made with the Max Fare and/or has the Flex option;
 - It is non-changeable free of charge until the departure day;
 - Your Resale Request is submitted at least 12 hours before the scheduled departure time;
 - Your ticket was not booked using (partly) Flying Blue miles;
 - You are not checked in for the flight you wish to resell.
- The availability of the Ticket Resale Service may, at our sole discretion, depend on the following considerations:

- The availability of the Ticket Resale Service is at our discretion, mainly depending on the timing of the Resale Request in relation to the flight departure and the aircraft's capacity and occupancy.
- Resale Requests may only be submitted on the official resale page at resale.transavia.com.

3. Resale Process

3.1 Specific Resale Conditions

- Resale Requests may be submitted for one of the flights in your Booking or for both flights in your Booking. A Resale Request will be assessed on a flight-by-flight basis. If you submit for both flights in your Booking, it might be possible that both, one of none of your flights within your Booking will be resold.
- Resale Requests cannot be submitted for part of the passengers in the PNR. You may withdraw and cancel your Resale Request as long as one of the flights in your Booking has not been resold and has the status 'Pending'.
- In case of a successful resale, you waive all rights related to this flight in your Booking, in particular the right to travel on the flight covered by your Resale Request and the right to any consequences of changes that may occur to this Booking (e.g., compensation in case of delay or cancellation, etc.). In case of a non-successful resale, you are still entitled to use your ticket for this flight.
- Resale does not involve a transfer of your Booking to a third party.

3.2 Resale procedure

- To proceed with the Resale Request, the Passenger must:
 - Access the resale platform via resale.transavia.com or via their MyTransavia environment;
 - Enter information related to the Booking: name of a passenger, booking reference, date of the flight in the Booking;
 - Select the flight(s) you wish to resell;
 - If your Booking is eligible for Ticket Resale Service, the proposed compensation price will be shown;
 - If your Resale Request will be directly confirmed after submitting your Resale Request, the status «guaranteed» shall be shown. If your Resale Request will not be directly confirmed after submitting your Resale Request, the status «Pending » will be shown;
 - Confirm your Resale Request by accepting these General Conditions and the Privacy Policy; Once your Resale Request is successful you will receive a confirmation of your Resale Request by email;
 - In the case of a successful resale, the Passenger(s) will receive compensation as described in Article 4;
 - If the resale fails, then you will be informed by email, and no compensation will be granted;
 - As long as the Resale Request has not been confirmed, the status of your Resale Request will be shown as «Pending » and you may cancel the Resale Request in the "Manage a resale" section of the resale platform.

4. Compensation

- Compensation related to your Resale Request is not guaranteed as we cannot ensure that your Resale Request will be successful. No right to compensation can be invoked without an explicit confirmation of the Resale Request from the Company.
- The amount of compensation will be determined by us and communicated to you before you submit the Resale Request.
- Additional services exclusively linked to the flight (e.g. checked baggage, cabin baggage, seat selection, animal transport) are included in the resale; therefore, the price of these services will be included in the amount of compensation.
- The confirmation of the compensation will be sent by email and will result in a refund to the payment method (credit card) used during the initial purchase.

5. Contact and claims

- If you have general claims or wish to request additional information regarding your Resale Request or the Ticket Resale Service you can contact Transavia's Customer Service.

6. Liability

- We provide the Ticket Resale Service solely for your private use. If you use the Ticket Resale Service for commercial or professional purposes, we shall not be liable for any business losses, business interruptions, or loss of business opportunities
- We use all reasonable efforts to ensure access to the Ticket Resale Service. We shall not be held liable for any force majeure event resulting in network or server malfunction. We shall not be liable for any indirect damage, including but not limited to loss of use, data, or other intangible losses resulting from the use or inability to use the Ticket Resale Service.
- Any use of the Ticket Resale Service for speculative or fraudulent purposes will result in the cancellation of the Booking and may lead to prosecution.
- We do not exclude or limit our liability where it would be unlawful to do so.

7. Personal data

In the context of using the Ticket Resale Service, Transavia Airlines C.V. processes some of your personal data, including your identity (surname, first name), booking details (itinerary, price), and contact details (email address), for the purpose of managing your Resale Request and, where applicable, processing the compensation.

Your data is retained for the time necessary to process your Resale Request and may be shared with service providers and subcontractors acting on behalf of Transavia Airlines C.V., under the conditions set out in our Privacy Policy.

For more information on your rights of access, rectification, objection, and erasure, or to file a complaint, please refer to our Privacy Policy at the following address: <https://www.transavia.com/en-UK/conditions/privacy/>.

8. Governing law and disputes

These General Conditions shall be governed by Dutch law. This means that any issues or disputes arising from or related to these General Conditions (including non-contractual disputes or claims) shall be governed by Dutch law. You may exclusively bring legal proceedings before the Dutch courts.