

TO THE PUBLIC COMPANY AEROPUERTOS ESPAÑOLES Y NAVEGACION AEREA (AENA)

FORMAL OFFER OF SURRENDER OF CLAIM RIGHTS AND ACTIONS (1)

PASSENGER'S PERSONAL DETAILS (2)

N.I.F. or Passport number (Tax ID no.)		Surname(s) and name										
Address					No.		Stairway		Floor		Door	
Town			P.C.		Province							
Telephone		Mobile telephone			E-mail							

REPRESENTATIVE'S DETAILS (2)

N.I.F. or Passport number (Tax ID no.)		Surname(s) and name										
Address					No.		Stairway		Floor		Door	
Town			P.C.		Province							
Telephone		Mobile telephone			E-mail							
Representation document												

FLIGHT DETAILS

Airline		Flight number	
Date of flight			

INCIDENT SUFFERED BY PASSENGER (3)

a) Flight cancellation	<input type="checkbox"/>
b) Flight cancellation and luggage destroyed or lost	<input type="checkbox"/>

DOCUMENTATION SUBMITTED WITH THIS OFFER			
a) Claim filed (4)			
Location where the claim was filed		Date of claim	
		Claim no.	
Way in which claim was filed			
In writing <input type="checkbox"/>	By fax <input type="checkbox"/>	By E-mail <input type="checkbox"/>	
b) Transport document			
Physical ticket		<input type="checkbox"/>	
Electronic ticket (5)		<input type="checkbox"/>	
c) Proof of loss or destruction of luggage (6)			
Luggage ticket		<input type="checkbox"/>	
Claim filed against the airline for loss or destruction of luggage		<input type="checkbox"/>	
d) Invoices or receipts that support the claim made by the passenger (7)			

BANK DETAILS (8)
ACCOUNT NUMBER: (In Spain, 20 digits)
_____ _____ _____ _____
IBAN OR FW/ABA AND SWIFT/BIC

The undersigned passenger (hereinafter the Offeror) declares:

One.- Whereas by way of the present document, the Offeror hereby offers to surrender all claim rights and actions that he or she holds due to the flight cancellations or destruction or loss of luggage that resulted from the incidents at Barcelona Airport on 28 July 2006, to the public company Aeropuertos Españoles y Navegación Aérea (hereinafter, AENA).

Two.- Whereas the Offeror, pursuant to article 1529 of the Spanish Civil Code, surrenders all his or her rights and any action of a doubtful nature to which he or she may have the right before third parties for the concepts expressed in the previous paragraph, waiving any liability for the existence or legitimacy of the credit-worthiness or solvency of the debtor.

Three.- Whereas the Offeror accepts, as consideration for the surrender of all his or her aforementioned rights and actions, the payment of €250 for the flight cancellation and €180 for the loss or total destruction of the checked-in luggage.

Once the rights and actions offer has been accepted, aforesaid amounts shall be paid by AENA directly into the bank account indicated by the Offeror.

Four.- Whereas the Offeror truthfully declares via the present document that:

a) he or she has not received any compensation from the carrier company, insurance companies or third parties, for the concepts covered by this rights and actions surrender offer.

b) that prior to signing the present document he or she has not surrendered the rights and actions mentioned in this offer to any individual or legal entity other than AENA, and therefore has not received any amount for the surrender of the aforesaid rights and actions.

c) that in relation to any lost luggage, having elapsed 21 days since its check-in, neither the carrier company nor any third party has delivered it to him or her

Five.- Whereas, by virtue of article 54 of the Spanish Mercantile Code, as soon as the Offeror receives the amounts stated under point three of the present document from AENA and in the bank account designated by the Offeror, he or she shall be deemed to be aware of the acceptance of the offer by Aena, understanding the surrender of rights and actions to have been performed in full as from that moment.

Should AENA not make any payment within a period of three months as from the date the present offer is submitted, the offer shall be deemed as rejected and the Offeror shall be free to exercise any rights and actions that may correspond.

Six.- Should the Offeror make any false declarations in the present document, any contract that may, if appropriate, have been performed as a result of AENA's acceptance of the offer shall be considered null and void. AENA shall have the right to demand return of any amounts paid, without prejudice to any other civil or criminal actions to which it may have the right.

In....., on.....

Signed:.....

(Passenger's name and surname(s))

The Offeror is liable for the accuracy and reliability of the personal data provided, which shall be recorded in a file held for the sole purpose of administering the formal offer to surrender rights and claim actions, and shall be provided to the airlines, companies or entities involved in processing the offer. AENA is responsible for this file and the Offeror may exercise his or her rights to access, rectify, cancel or oppose this data under law, pursuant to Organic Law 15/1999 of 13 December on the Protection of Personal Data.

INSTRUCTIONS FOR COMPLETING THE RIGHTS AND ACTIONS SURRENDER DOCUMENT.

- 1) The offer to surrender rights and actions must be submitted **by registered mail**, to Dirección de Operaciones y Sistemas de Red, C/ Peonías nº 2, Edificio Piovera 4ª Planta, 28042 MADRID, within a period of 1 month from the 6th of September 2006, date of the publication of the Council of Ministers agreement of 1 September 2006.
- 2) For the rights and actions surrender offer to be accepted, it must be signed by the interested party, or the party's representative, and submitted together with a photocopy of the Offeror's national identity document or any other official documentary proof of the identity of the Offeror. Those signing an offer in representation of another person must attach to the offer documentary proof of the aforesaid representation by any means valid under law, to the offer.
- 3) All the boxes corresponding to the incident(s) suffered by the passenger must be completed.
- 4) A copy of the claim presented by the Offeror must be attached to the offer, unless the claim was made in writing to AENA or the Ministerio de Fomento /Dirección General de Aviación Civil.
- 5) When the passenger had been issued with a combined journey voucher, the Offeror must submit, together with the rights and actions surrender offer, documentary proof of the carrier contract that is part of the voucher.
- 6) In the event of loss or total destruction of the luggage, the Offeror will be required to present the stub or documentary proof of having checked in the luggage, as well as the claim made for loss of luggage within 21 days from the moment that the loss occurred. The luggage stub is the check-in ticket that the Offeror will have received at the time of checking in his or her luggage. One ticket is given for each piece of luggage checked in.
- 7) The invoices and receipts attached to the claim submitted by the passenger as proof of damage must be submitted with the rights and actions surrender offer. These invoices and receipts will be returned to the passenger should the offer be rejected by AENA.
- 8) When the transfer has to be made to a bank outside of Spain the same data should be provided, substituting the bank code with the IBAN code for Europe, or with the FW/ABA and SWIFT/BIC codes for any other country.