

General Conditions of Carriage Passenger and Baggage

GENERAL CONDITIONS OF CARRIAGE (PASSENGER AND BAGGAGE)

ARTICLE 1

DEFINITIONS

In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the following meanings:

“We”, “our” “ourselves” and “us”	means Transportes Aéreos Portugueses, S.A. or, abbreviated, TAP, S.A., TAP-Air Portugal, Air Portugal or simply TAP
“You”, “your” and “yourself”	means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “Passenger”).
“Agreed Stopping Places”	means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.
“Airline Designator Code”	means the two-characters or three letters, which identify particular air carriers.
“Authorised Agent”	means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.
“Baggage”	means your personal property accompanying you on your flight. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.
“Baggage Check”	means those portions of the Ticket which relate to the carriage of your Checked Baggage.
“Baggage Identification Baggage.”	means a document issued solely for identification of Tag Checked
“Carrier”	means an air carrier other than ourselves, whose Airline Designator Code appears on your Ticket or on your Conjunction Ticket.
“Checked Baggage”	means Baggage of which we take custody and for which we have issued a Baggage Check and/or a Baggage Identification Tag.
“Check-In Deadline”	means the time limit specified by us by which you must have completed check-in formalities and received your boarding pass.
“Conditions of Contract”	means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.
“Conjunction Ticket”	means a Ticket we have issued to you with conjunction with another Ticket, which together constitute a single contract of carriage.

“Convention”	means whichever of the following instruments are applicable: <ul style="list-style-type: none">• the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);• the Warsaw Convention as amended at The Hague on 28 September 1955;• the Warsaw Convention as amended by Additional Protocol N° 1 of Montreal (1975);• the Warsaw Convention as amended at The Hague and by Additional Protocol N° 2 of Montreal (1975);• the Guadalajara Supplementary Convention (1961) (Guadalajara);• the Warsaw Convention as amended at The Hague and by Additional Protocol N° 4 of Montreal (1975);• the Montreal Convention (1999).
“Coupon”	means a paper Flight Coupon or an Electronic Coupon, each of which entitles the named passenger to travel on the particular flight identified on it.
“Damage”	includes death of, wounding of, or bodily injury to a Passenger, loss, partial loss, theft of or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.
“Days”	mean calendar days, including all seven (7) days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.
“Electronic Coupon”	means an electronic flight coupon or an Electronic Ticket held in our database.
“Electronic Ticket”	means the Itinerary/Receipt, the Electronic Coupons and, if applicable, a boarding document issued by us or on our behalf.
“Flight Coupon”	means that portion of the Ticket that bears the notation “good for passage” or, in the case of an Electronic Ticket, the Electronic Coupon and indicates the particular places between which you are entitled to be carried.
“Force Majeure”	means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.
“Itinerary/Receipt”	means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger’s name, flight information and notices.
“Passenger”	means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket (See also definition for “you”, “your” and “yourself”).
“Passenger Coupon” or	means that portion of the Ticket issued by us or on “Passenger Receipt” our behalf, which is so marked and which ultimately is to be retained by you.
“SDR”	means a Special Drawing Right as defined by the International Monetary Fund.
“Stopover”	means a scheduled stop on your journey, at a point between the place of departure and the place of destination.
“Tariff”	means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

“Ticket”	means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.
“Transit Passenger”	means a Passenger arriving at an airport for onward travel to another airport: (i) on the same flight from that airport; (ii) on a connecting flight from that airport; or (iii) on a connecting flight from another airport.
“Unchecked Baggage”	means any of your Baggage other than Checked Baggage.
“WCHC”	means a wheelchair to be used by a Passenger who is completely immobile, who requires assistance to and from the aircraft/mobile lounge and who must be carried up and down the steps and to and from his/her seat.

ARTICLE 2 APPLICABILITY

2.1 General

Except as provided in paragraphs 2.2, 2.4 and 2.5 below, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

2.2 Charter Operations

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the Ticket.

2.3 Code Shares

On some services we have agreements with other carriers known as “Code Shares”. This means that even if you have a reservation with us and hold a Ticket where our name or Airline Designator Code is indicated as the carrier, another carrier may operate the aircraft, but nevertheless your contract is with us. If such agreements apply we will advise you of the carrier operating the aircraft at the time you make a reservation and at the airport upon check-in. In such circumstance the level of service may be different and the Airline Passenger Service Commitment (an European Commitment to which most European airlines and European airports have adhered to) may not apply.

2.4 Overriding Law

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or any applicable law in which event such Tariffs or law shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.5 Conditions Prevail Over Regulations

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

ARTICLE 3 TICKETS

3.1 General

3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

3.1.2 The Ticket is not transferable.

3.1.3 Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

3.1.4 If you have a Ticket as described in paragraph 3.1.3 above, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee.

3.1.5 The Ticket is and remains at all times the property of the issuing carrier.

3.1.6 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.7(a) In case of loss or mutilation of a Ticket (or part of it) by you or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request we will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by us or another carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.

3.1.7(b) Where such evidence is not available or you do not sign such an agreement, the carrier issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.

3.1.8 The Ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3.2 Period of Validity

3.2.1 Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for: **(a)** one year from the date of issue; or **(b)** subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.

3.2.2 When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

3.2.3 If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the Flight Coupons remaining in the Ticket, or in the case of an Electronic Ticket, the Electronic Coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date of recovery shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

3.2.4 In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

3.3 Coupon Sequence and Use

3.3.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.3.2 Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.

3.3.3 Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We will refund you the difference if the new price is lower but otherwise your unused Coupons have no value.

3.3.4 Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

3.3.5 Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

3.3.6 Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations, However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

3.4 Name and Address of Carrier

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the carrier box in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary/Receipt.

ARTICLE 4 FARES, TAXES, FEES AND CHARGES

4.1 Fares

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. After payment for the ticket has been made, no fare increase will apply to the date flight and class of service booked. However, should you change your itinerary or dates of travel, this may impact the fare to be paid.

4.2 Taxes, Fees and Charges

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed or altered after the date of the ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

4.3 Currency

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent, at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion accept payment in another currency.

ARTICLE 5 RESERVATIONS

5.1 Reservation Requirements

5.1.1 We or our Authorised Agent will record your reservation(s). Upon request we or our Authorised Agent will provide you with written confirmation of your reservation(s).

5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.

5.2 Ticketing Time Limits

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent, we may cancel your reservation. Subject to applicable ticketing time limits we will allow you either: **(a)** to hold a telephone reservation made directly with us without payment for at least twenty-four (24) hours; or **(b)** when we require immediate payment at the time of booking to cancel a reservation without penalty for up to 24 hours.

5.3 Personal Data

You recognise that personal data has been given to us for the purposes of: making a reservation, issuing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, subsidiaries and Authorised Agents, government and enforcement agencies, other Carriers or the providers of the above mentioned services, credit and other payment card companies and data processors working for us.

5.4 Seating

We will endeavour to honour your advance seating requests, however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.5 Reconfirmation of Reservations

5.5.1 Your onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us you still wish to travel, and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight we will use reasonable efforts to transport you to your next or final destination.

5.5.2 You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears for the flight in question on the Ticket.

5.6 Cancellation of Onward Reservations

Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

ARTICLE 6 CHECK-IN AND BOARDING

6.1 Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorised Agents.

6.2 You must be present at the boarding gate not later than the time specified by us when you check-in.

6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate on time.

6.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

ARTICLE 7 REFUSAL AND LIMITATION OF CARRIAGE

7.1 Right To Refuse Carriage

In the reasonable exercise of our discretion, we may refuse to carry you and/or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund. We may also refuse to carry you and/or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew members;

7.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew members, or to property;

7.1.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

7.1.5 you have refused to submit to a security check;

7.1.6 you have not paid the applicable fare, taxes, fees or charges;

7.1.7 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.8 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.9 you have failed to comply with the requirements set forth in paragraph 3.3 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated;

7.1.10 you fail to observe our instructions with respect to safety or security.

7.2 Special Assistance

Acceptance for carriage of unaccompanied children, disabled persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. When such passengers have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, they shall not subsequently be refused carriage on the basis of their respective conditions or special requirements.

7.2.1 Subject to paragraph 7.2 above, if you are a Passenger requiring a WCHC type of wheelchair and provided you or someone on your behalf declare/s that you are self-reliant (self-sufficient and capable of taking care of your physical needs independently in flight), you are allowed to travel unescorted and we will be under no obligation to provide you on-board assistance which contravenes in anyway whatever has been declared by you or on your behalf as per herein above.

ARTICLE 8 BAGGAGE

8.1 Free Baggage Allowance

You may carry some Baggage, free of charge, subject to our conditions and limitations, which are available upon request from us or our Authorised Agents. Your free Baggage allowance will be shown on your Ticket or, in the case of an Electronic Ticket, on your Itinerary/Receipt.

8.2 Excess Baggage

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These charges are available from us or our Authorised Agents upon request.

8.3 Items Unacceptable as Baggage

8.3.1 You must not include in your Baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

8.3.1.2 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to or we reasonably believe that they may affect the safety and/or security of the aircraft or any person in it;

8.3.1.3 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 Firearms and ammunition and other weapons other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition and other weapons for hunting and sporting purposes may be accepted as Checked Baggage, but for such purpose you must let us know of your intention to carry them when making your reservation and show us all the necessary documents. All such weapons must be unloaded with the safety catch on and suitably packed. The carriage of ammunition is subject to ICAO and IATA regulations as specified in paragraph 8.3.1.1 above.

8.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.

8.3.4 You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5 If, despite being prohibited or not accepted for carriage, any items referred to in paragraphs 8.3.1 through 8.3.4 above are included in your Baggage, we shall not be responsible for any loss or damage to such items.

8.4 Right to Refuse Carriage

8.4.1 Subject to paragraphs 8.3.2 and 8.3.3 above, we will refuse to carry as Baggage the items described in paragraph 8.3 above, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.4.3 We will refuse to accept baggage for carriage which in our reasonable opinion is not properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

8.5 Right of Search

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether it contains any item described in paragraph 8.3.1 above or any firearms, ammunition or weapons, which have not been accepted in accordance with paragraphs 8.3.2 or 8.3.3 above. If you are unwilling to comply with such request we may refuse to carry you and/or your Baggage. In the event a search or scan causes Damage to you, or an x-ray, search or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

8.6 Checked Baggage

8.6.1 Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

8.6.2 Each item of your Checked Baggage must have your personal identification, which will include at least your name, affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on another flight. If your Checked Baggage is carried on another flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.7 Unchecked Baggage

8.7.1 We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your such Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must, if possible, be carried as Checked Baggage.

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in paragraph 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service, so please ask us or our Authorised Agents for details.

8.8 Collection and Delivery of Checked Baggage

8.8.1 Subject to paragraph 8.6.3 above, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months from the date it is made available, we may dispose of it without any liability to you.

8.8.2 Only the bearer of the Baggage Check (if one has been issued) and the Baggage Identification Tag is entitled to delivery of the Checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check (if one has been issued) and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

8.9 Animals

If we agree to carry your animals they will be carried as Checked Baggage and subject to the following conditions:

8.9.1 you must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request;

8.9.2 if accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate;

8.9.3 guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free Baggage allowance, subject to conditions specified by us, which are available on request;

8.9.4 without prejudice to the liability rules of the Convention or other applicable law, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent;

8.9.5 we will have no liability in respect of any such animal not having all necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

ARTICLE 9 SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

9.1 Schedules

9.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on another flight which is acceptable to you, you will be entitled to a refund in accordance with paragraph 10.2 below.

9.2 Cancellation, Rerouting, Delays, Etc.

9.2.1 We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

9.2.2 Except as otherwise provided by the Convention or any other applicable law, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:

9.2.2.1 carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

9.2.2.2 within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

9.2.2.3 make a refund in accordance with the provisions of paragraph 10.2 below.

9.2.3 Upon the occurrence of any of the events set out in paragraph 9.2.2 above, except as otherwise provided by the Convention or any other applicable law, the options outlined in paragraphs 9.2.2.1 through 9.2.2.3 above are the sole and exclusive remedies available to you and we shall have no further liability to you.

Except in case of delays due to reasons beyond our control, such as political unrest, long strikes in essential services or bad weather conditions, and notwithstanding the provided for in the first period of this paragraph 9.2.3, we will, in case of delays beyond sixty (60) minutes and in case the local conditions allow, provide you with assistance in accordance with our regulations, namely as follows: (i) if the delay is between sixty (60) and ninety (90) minutes, refreshments; (ii) if the delay is above ninety (90) minutes, but does not exceed two (2) hours, refreshments and snacks; (iii) if the delay is above two (2) hours, but does not exceed six (6) hours, refreshments, snacks and meals; and (iv) if the delay is above six (6) hours, refreshments, snacks, meals and hotel accommodation. In any such cases we will also, at our option, assist you with communications, either offering you the means for making one telephone call or for sending one facsimile or reimbursing you the reasonable amount you may have spent in making or sending such telephone call or facsimile.

9.2.4 If we are unable to provide you with previously confirmed space, we will first, subject to any security and/or operational constraints of the airport concerned, seek volunteers who are willing to stay on ground and we will provide you compensation for denied boarding in accordance with applicable law and our denied boarding compensation policy.

9.2.5 We will, as soon as possible, notify you, whether you are at the airport or on board an affected aircraft, of the best available information regarding known delays, cancellations and diversions.

9.2.6 We will make every reasonable effort to provide food, water, lavatories and access to medical treatment for Passengers on board an aircraft that is on the ground for an extended period of time without access to the terminal, as consistent with passenger and employee safety and security concerns, and not to keep Passengers on board in long delays.

ARTICLE 10 REFUNDS

10.1 We will refund a Ticket or any unused portion of it and any taxes, fees and charges, in accordance with our applicable fare rules or Tariff, as follows:

10.1.1 Except as otherwise provided in this Article, we shall be entitled to make a refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

10.1.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3 Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

10.2 Involuntary Refunds

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, cause you to miss a connecting flight on which you hold a reservation or refuse to carry you because a banning notice is in force against you the amount of the refund shall be:

10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid, plus, subject to applicable law, the taxes, fees and charges paid;

10.2.1.2 if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

Subject to applicable law, the amount of taxes, fees and charges paid and to be paid will be taken in consideration.

10.3 Voluntary Refunds

10.3.1 If you are entitled to a refund of your Ticket for reasons other than those set out in paragraph 10.2 above, the amount of the refund shall be:

10.3.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees, plus, subject to applicable law, any taxes, fees and charges paid;

10.3.1.2 if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees. Subject to applicable law, the amount of taxes, fees and charges paid and to be paid will be taken in consideration.

10.4 Refund on Lost Ticket

10.4.1 If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

10.4.1.1 that the lost Ticket, or portion of it, has not been used, previously refunded or replaced (except where such use, refund or replacement resulted from our own negligence); and

10.4.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used (except where any such fraud or use results from our own negligence).

10.4.2 If we or our Authorised Agent lose the Ticket or portion of it, the loss shall be our responsibility.

10.5 Right to Refuse Refund

10.5.1 We may refuse a refund where application is made after the expiry of the validity of the Ticket.

10.5.2 We may refuse a refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

10.6 Currency

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

10.7 By Whom Ticket Refundable

Voluntary refunds will be made only by the carrier which originally issued the Ticket or by its agent if so authorised.

10.8 Subject to all the previous paragraphs of this Article 10, if you are entitled to a refund on a Ticket purchased directly from us, we will refund it to you within seven (7) business days for credit card purchases and within twenty (20) business days for cash or cheques purchases.

10.8.1 Any taxes, fees and charges collected with the fare and shown on your Ticket will be refundable where the Ticket is not used, even in case of a non-refundable Ticket. Such refunds will be made within the same time limits as specified in paragraph 10.8 above.

ARTICLE 11 CONDUCT ABOARD AIRCRAFT

11.1 General

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft. If, as a result of any of yours above referred conducts, we divert the aircraft to an unscheduled place of destination you must pay us all the reasonable costs of such diversion.

11.2 Electronic Devices

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

ARTICLE 12 ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.

12.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

ARTICLE 13 ADMINISTRATIVE FORMALITIES

13.1 General

13.1.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands, travel requirements and rules or instructions of countries to be flown from, into or through which you transit.

13.1.2 We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

13.2 Travel Documents

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, permit us to take and retain copies thereof and, if so requested, deposit your passport or equivalent travel document with a member of the crew of the aircraft for safe custody until the end of the flight. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

13.3 Refusal of Entry

If you are denied entry into any country, you will be responsible to pay any fine, penalty or charge assessed against us by the Government concerned, any detention costs we may be charged, any other costs we may reasonably pay or agree to pay and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

13.4 Passenger Responsible for Fines, Detention Costs, Etc.

If we are required to pay any fine, penalty, fee, charge or costs or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket or any of your funds in our possession.

13.5 Customs Inspection

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6 Security Inspection

You shall submit and you shall allow your Baggage to be submitted to any security checks by Governments, airport officials, Carriers or by us.

ARTICLE 14 SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket, is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to paragraph 15.1.11 below.

ARTICLE 15 LIABILITY FOR DAMAGE

15.1 The liability of TAP AIR PORTUGAL and of each Carrier involved in your journey will be determined by its respective Conditions of Carriage. Our liability provisions are as follows:

15.1.1 Unless otherwise stated herein, international carriage, as defined in the Convention, is subject to the liability rules of the Convention.

15.1.2 Our liability for Damages sustained in the event of death, wounding or other bodily injury by a Passenger in the event of an accident shall not be subject to any financial limit, be it defined by law, convention or contract.

15.1.2.1 The obligation of insurance set out in Article 7 of Council Regulation (EEC) Nr 2407/92, of July 23, 1992, shall be understood as requiring that we shall be insured up to the limit of our liability set out in paragraph 15.1.2.2 below and after that up to a reasonable level.

15.1.2.2 For any Damages up to the sum of 100,000 SDRs, we shall not exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the Damage or that it was impossible for us or our agents to take such measures.

15.1.2.3 The provided for in paragraph 15.1.2.2 above shall not be applied in respect to claims made by public insurance or similar bodies (except to any such bodies of the United States of America) however asserted. Such claims shall be subject to the limit specified in the Convention and to all defences provided therein.

15.1.2.4 Notwithstanding the provisions of paragraph 15.1.2.2 above, if we prove that the Damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger we may be exonerated wholly or partly from our liability in accordance with applicable law.

15.1.2.5 We shall, without delay and in any event not later than fifteen (15) Days after the identity of the natural person entitled to compensation has been established, **make** such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered.

15.1.2.6 Without prejudice to the provided for in paragraph 15.1.2.5 above, the advance payments shall not be less than the equivalent in euros of 15,000 SDRs per Passenger in the event of death.

15.1.2.7 An advance payment shall not constitute recognition of our liability.

15.1.2.8 An advance payment is not returnable, except in the cases described in paragraph 15.1.2.4 above or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the Damage by negligence or was not the person entitled to compensation.

15.1.3 We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

15.1.4 Our liability for Damage to Baggage is subject to limits, which, in case of carriage subject to the Convention, shall not be applied if you prove that the Damage resulted from an act or omission by us or by our agents done either: (i) with the intention of causing Damage; or (ii) recklessly and with knowledge that Damage would probably result.

15.1.5 In most cases, the Convention provides for a liability limit of 17 SDRs (circa USD \$20) per kilogram of Checked Baggage and for a liability limit of 332 SDRs (circa USD 400) for all the Unchecked Baggage of a Passenger. If applicable law provides for different limits same shall be applied.

15.1.6 If the weight of your Checked Baggage is not recorded on the Baggage Check, we will presume that it is not more than the free Baggage allowance for the class of carriage concerned. If in the case of Checked Baggage a higher value is declared in writing, pursuant to a special declaration of interest subject to an additional fee, our liability shall be limited to such higher declared value.

15.1.7 We are not liable for any Damage caused by your Baggage.

15.1.8 You are responsible for any Damage caused by your Baggage to other people and property, including our property.

15.1.9 We are not liable in any way whatever for Damage to items which you must not include in your Baggage under paragraph 8.3 above, which include fragile or perishable items, valuables items, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business or academic documents or passports and other identification documents

15.1.10 Any liability we have for Damage will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

15.1.11 We will be liable only for Damage occurring during carriage on a flight or flight segment where our Airline Designator Code appears in the carrier box of the Ticket for such flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

15.1.12 We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

15.1.13 Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention or other applicable law.

15.1.14 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees, agents, directors and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, servants, employees, agents, directors and representatives shall not exceed the amount of our own liability, if any.

15.1.15 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

ARTICLE 16 CLAIMS AND ACTIONS

16.1 Notice of Claims regarding Baggage

16.1.1 In case of carriage subject to the Convention

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding damage to Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

16.1.2 In case of carriage not subject to the Convention

If you have received your Baggage and the hereinbelow referred time limits have elapsed without complaint it is assumed that the Baggage has been delivered in good condition unless you prove otherwise.

If you wish to file a claim or an action regarding damage to Baggage, you must notify us within three (3) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Baggage, you must notify us within fourteen (14) Days from the date the Baggage has been or should have been placed at your disposal. Every such notification must be made in writing.

16.2 Under normal circumstances, we will respond to a written complaint by you within twenty-eight (28) business days from the date of receipt of same. Where such time period is not sufficient so to permit the complaint to be properly investigated, we will provide you an interim response giving the reason for the delay.

For any information regarding a written complaint by you to us, please contact Marketing – Customer Service by using one of the following addresses:

E-mail customer.relations@tap-airportugal.pt
Phone 351 218415554
Facsimile 351 218416572

16.3 Limitation of Actions

Any right to Damages shall be extinguished if the action is not brought within two (2) years -or three (3) years, in case of carriage not subject to the Convention- of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 17 OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things: the carriage of unaccompanied minors; pregnant women; sick passengers; restrictions on use of electronic devices and items; the on board smoking and the consumption of alcoholic beverages; passengers with reduced mobility; forbidden items in Baggage; and limits on measurements, size and weight of Baggage.

Regulations and conditions concerning these matters are available from us upon request.

ARTICLE 18 INTERPRETATION

The title of each Article and paragraph of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

**ARTICLE 19
MODIFICATION**

No agent, servant or representative of TAP has the authority to alter, modify or waive any provisions of these Conditions of Carriage or of TAP's regulations.

**ARTICLE 20
GOVERENING LAW**

These Conditions of Carriage shall be governed by and construed in accordance with the laws of Portugal.

**ARTICLE 21
JURISDICTION**

Unless otherwise stated in these Conditions of Carriage, or in the Convention or in any other applicable laws, any dispute regarding the contract of carriage between you and TAP shall be subject to the exclusive jurisdiction of the Courts of Law of Lisbon, Portugal, with the exclusion of any other Court of Law.

**ARTICLE 22
OVERRIDING VERSION**

These Conditions of Carriage have a Portuguese version and English version and may have versions in other languages. In case of inconsistency between any such versions and the Portuguese one, the Portuguese version shall prevail.

TRANSPORTES AÉREOS PORTUGUESES, S.A. or
TAP, S.A. or
TAP-AIR PORTUGAL or
AIR PORTUGAL or
TAP