

**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:

- “Agreed Stopping Places”** means those places, except the place of departure and the place of destination, set out in your Ticket/s 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.
- “ATM”** means “Air Traffic Management”.
- “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 your Ticket/s which relate to the carriage of your Checked Baggage.
- “Baggage Identification Tag”** means a document issued solely for identification of Checked Baggage.
- “Carrier”** means an air carrier other than ourselves and which Airline Designator Code appears on your/s Ticket/s or on your Conjunction Ticket.
- “Checked Baggage”** means your 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/s 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:
- 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 Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999 (hereinafter referred to as the “Montreal Convention”).
- “Coupon”** means a paper Flight Coupon or an Electronic Coupon, entitling 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, it being clear that, for the purpose of notification, the day upon which notice is dispatched shall not be counted and that, for purposes of determining the validity of a Ticket, the day upon which the Ticket is issued or a 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 the document/s we issue to Passengers travelling on Electronic Tickets and which contain the Passenger’s name, flight information and notices.
“Passenger”	means any person, except members of the crew, carried or to be carried by us in an aircraft pursuant to a Ticket.
“Passenger Coupon” or “Passenger Receipt”	means that portion of the Ticket issued by us or on our behalf, which is so marked and 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.
“Tariffs”	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 both cases 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.
“We”, “our” “ourselves” and “us”	means Transportes Aéreos Portugueses, S.A. or, as abbreviated, TAP, S.A., TAP or TAP Portugal.
“You”, “your” and “yourself”	means the Passenger”.

ARTICLE 2 APPLICABILITY

2.1 General

Save as provided for in Articles 2.2, 2.4 and 2.5 below, our Conditions of Carriage apply only on those flights or flight segments in relation to which our name or Airline Designator Code is indicated in the carrier box of the Ticket/s where the name of the respective air carrier is to be indicated.

2.2 Charter Operations

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

2.3 Code Shares

On some services we have agreements with other carriers known as “Code Shares”, what means that, even if you have one or more reservations with us you hold one or more Tickets where our name or Airline Designator Code is indicated as the carrier, other carrier/s may operate the aircraft, but nevertheless your contract is with us. If that is the case, we will inform you of the carrier/s operating the aircraft at the time you make your reservation/s and at the airport upon checking-in. In such situation, 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 and Tariffs

These Conditions of Carriage are applicable unless they are conflict 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 Prevail Over Regulations

Save as otherwise provided for in these Conditions of Carriage, in the event of conflict between same and any 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 person named as Passenger in the Ticket/s and so you may be required to produce appropriate identification.

3.1.2 The Ticket/s is/are not transferable.

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

3.1.4 If you have a Ticket/s of the same kind as those indicated in Article 3.1.3 above, it/they has/have never been used and you are not able to travel due to Force Majeure, we will, provided that you promptly advise us and furnish evidence of such Force Majeure, provide you with a credit of the non-refundable amount of the fare, for future travel on us, but deducted of a reasonable administrative 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 by anyone other than us or our Authorised Agent. In the case of

an Electronic Ticket, you shall not be entitled to be carried if you don't show positive identification.

3.1.7(a) In case of loss or mutilation of a Ticket (or part of it) or of presentation of a Ticket not containing the Passenger Coupon and all unused Flight Coupons, you may request us to replace such Ticket (or part of it) and we will issue a new Ticket, provided that you prove, at that time, that a Ticket valid for the flight/s involved was duly issued and you sign a declaration undertaking to reimburse us for any costs and/or losses, up to the value of the original Ticket, which are necessarily and reasonably incurred by us or another carrier for misuse of such Ticket. We will not claim reimbursement from you for any such costs and/or losses if same result from our own negligence. The issuing carrier may charge a reasonable administrative fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier or of one of its agent.

3.1.7(b) Where such proof is not made or you do not sign such declaration, both as referred to in Article 3.1.7 a) above, the carrier to issue the new Ticket may require you to pay up to the full Ticket price for a new Ticket, subject to refund if and when the carrier issuing the lost or mutilated Ticket is satisfied that same has not been used before respective expiration. If you find the original Ticket before respective expiration and you surrender it to the carrier issuing the new Ticket, the foregoing refund will be immediately processed.

3.1.8 The Ticket is valuable and you should take the 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 for in the Ticket, in these Conditions or in applicable Tariffs (which may limit the validity of a Ticket, in which case such limitation will be shown therein), a Ticket is valid for: a) one year from the date of its issuance; or b) subject to the first flight indicated therein having occurred within one year from the date of its issuance, one year from the date of such first travel.

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

3.2.3 If, after having commenced your journey, you are prevented from travelling within the period of validity of your/s Ticket/s by reason of illness, we may extend such period of validity until the date when you become fit to travel or until the date of our first flight that, after such date, shall depart from the point where you resume the journey and on which there will be space available in the class of service for which the fare has been paid. Such illness must be attested by an hospital admission certificate. If the Flight Coupons remaining in the Ticket/s, 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 shall similarly extend the period of validity of the Ticket/s of other members of your immediate family accompanying you.

3.2.4 In the event of death of a Passenger en route, the Ticket/s of the person/s accompanying him/her may be modified by waiving the minimum stay or extending

the respective validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Ticket/s 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/s you have purchased is/are valid only for the transportation as shown on same, from the place of departure, via any Agreed Stopping Places, to the final destination. The fare you have paid is based upon our Tariffs, which are an essential part of our contract with you, and is for the transportation as shown on the Ticket/s. Your Ticket/s will not be honoured and will lose its/their validity/ies if any of the Coupons is used not in the sequence provided therein.

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 referred to in your Ticket/s. 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, without recalculation of the fare, will use reasonable efforts to transport you to your next Agreed Stopping Place or your final destination.

3.3.3 Should you change your transportation without our agreement, we will calculate the correct price for your actual travel. You will have to pay any difference between the price for the transportation for which your Ticket/s has/have been issued and the total price applicable to your revised transportation. We will refund you the difference if the new price is lower. Otherwise your unused Coupons will be of no value.

3.3.4 Please be aware that while some changes do not require 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 of the travel, may require an increase in price. Many fares are valid only on the dates and for the flights shown on your Ticket/s, and may not be changed at all or may only be changed upon payment of an additional fee.

3.3.5 Each Flight Coupon contained in your Ticket/s will be accepted for transportation in the class of service, on the date and for the flight for which reservation/s has/have been made. If a Ticket has been issued without specifying a reservation, space may be reserved later, but subject, however, to our Tariffs and to the availability of space on the requested flight.

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

3.4 Name and Address of Carrier

Our name may be abbreviated to our Airline Designator Code or otherwise, in the Ticket/s. 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/s 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

Save as otherwise provided for, fares apply only for carriage from the airport at the point of departure to the airport at the point of destination. Fares do not include neither transport service between other airports nor 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/s for travel on the specific dates and itinerary shown on it/them. Once your Ticket/s has/have been paid for, and unless you change your itinerary and/or the date/s of your flight/s and/or the class/es of service referred to therein, no fare increases relating to the reserved date of flight and/or the class of service will be applied.

4.2 Taxes, Fees and Charges

You are responsible for the payment of all applicable taxes, fees and charges imposed by a Government or other authority or by the operator of an airport. At the time you purchase your Ticket/s, which will normally show separately most of the taxes, fees and charges included therein, you will be advised of any taxes and/or fees and/or charges not included therein. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed and/or modified after the date of issuance of your Ticket/s. If there is an increase in any tax and/or fee and/or charge shown on your Ticket/s you shall pay it. Likewise, if any new tax and/or fee and/or charge is imposed even after the date of issuance of your Ticket/s, you shall pay it. Similarly, in the event any tax and/or fee and/or charge which you have paid to us is abolished or reduced such that it no longer applies 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 your Ticket/s is/are issued, unless another currency is indicated by us or our Authorised Agent, at or before the time of its/their payment (for example, because of the non-convertibility of the local currency). We may at our discretion accept payment in a currency different from the one of the country in which your Ticket/s is/are issued.

ARTICLE 5
RESERVATIONS

5.1 Reservation Requirements

5.1.1 We or our Authorised Agent will record your reservation/s. At your 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 your Ticket/s within the time limit specified by us or our Authorised Agent, we may cancel your reservation/s. Subject to applicable time limits, we will allow you to: a) keep for, at least, twenty-four (24) hours, a telephone reservation made directly with us and for which we don't demand payment for the Ticket/s; or (b) when we demand payment for the Ticket/s at the time of reservation/s, to cancel a reservation without penalty for up to 24 hours.

5.3 Personal Data

You recognise that the personal data that you have given us were so given for the purposes of making one or more reservations, issuing one or more Tickets and obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to governmental agencies, in connection with your travel. For such purposes, you authorise us to retain and use such data and to transmit same to our offices and/or subsidiaries and/or Authorised Agents and/or governmental agencies and/or other Carriers and/or the providers of the above mentioned services and/or credit and other payment card companies and/or data processors working for us.

5.4 Seats

We will endeavour to honour your advance seating requests, but we do not guarantee you 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 and/or return reservation/s may be subject to the need of reconfirmation within specified time limits. When you will have to reconfirm your reservations, we will inform you on when, how and where it shall be done. If you are required to reconfirm your reservation/s and you fail to so do, we may cancel your onward and/or return reservation/s. However, if you advise us that you still wish to travel on the flight/s you had reservation/s for, we will, if there is space available on such flight/s, reinstate your reservation/s. If there is no space available on such flight/s, we will do our best to transport you to your next or final destination.

5.5.2 You should check the reconfirmation needs of any other Carriers involved in your journey with them. When needed, you must reconfirm your reservations with the Carrier whose code appears for the flight in question on the Ticket.

5.6 Cancellation of Reservations

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

ARTICLE 6 CHECK-IN AND BOARDING

6.1 Check-in Time

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

6.2 Boarding Time

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

6.2.2 We may cancel your reservation/s if you fail to arrive at the boarding gate on time.

6.3 Consequences

We will not be liable for any losses or expenses you may incur due to your non-compliance with the provisions of this Article 6.

ARTICLE 7 REFUSAL AND LIMITATION OF CARRIAGE

7.1 Right to Refuse Carriage

If we have notified you in writing that we will never carry you again on our flights, we may, in accordance with our free and reasonable understanding, refuse to carry you and/or your Baggage. In such 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 shall have occurred or we reasonably believe may occur:

7.1.1 such refusal is required by any applicable laws, regulations or orders;

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

7.1.3 your mental or physical condition, including your impairment by alcohol or drugs, presents a danger or risk to yourself, to passengers, to crew members or to property;

7.1.4 you have misbehaved on a previous flight and we have reasons to believe that you may repeat such behaviour;

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

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

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

7.1.10 you don't comply with our instructions regarding safety or security.

7.2 Special Assistance

Acceptance for carriage of unaccompanied children, disabled persons, pregnant women, persons with illness or other persons requiring special assistance is subject to prior arrangement with us. If such passengers have informed us of any special

requirements at the time of issuance of their Ticket/s and such requirements have 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 Article 7.2 above, if you are a Passenger requiring a wheelchair and provided that you (or someone on your behalf) declares that you are self-sufficient and capable of, independently, taking care of your physical needs in flight (namely in what refers to health, safety and hygiene), you will be 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

Subject to our conditions and limitations, on which, at your request, information will be provided by us or our Authorised Agents, you may carry some Baggage free of charge. The amount of Baggage that you may carry free of charge will be shown on your Ticket/s or, in case of an Electronic Ticket, on your Itinerary/Receipt.

8.2 Excess Baggage

The carriage of Baggage in excess of the free Baggage allowance is subject to the payment of a fee. At your request, we or our Authorised Agents will inform you on such fees.

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 of it, such as those specified in the International Civil Aviation Organisation's (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association's (IATA) Dangerous Goods Regulations, and in our regulations (further information will be provided by us to you on request);

8.3.1.2 items the carriage of which is forbidden by the applicable laws, regulations or orders of any State of departure or destination or we reasonably believe that may affect the safety and/or security of the aircraft or of any person on board of it;

8.3.1.3 items which, taking in consideration, namely the type of aircraft being used, are reasonably considered by us as unsuited for carriage, because they are dangerous or unsafe or because of their weight, size, shape, nature or because they are fragile or perishable. At your request, we will inform you on unacceptable items.

8.3.2 Firearms, ammunitions and other weapons other than for hunting and sporting purposes are forbidden to be carried as Baggage. Firearms, ammunitions and other weapons for hunting and sporting purposes may be accepted as Checked Baggage, but, for such purpose, you shall, at the time you make your reservation/s, inform us of your intention to carry them and show us all the necessary documents. All such weapons must be unloaded, with the safety catch on and suitably packed. The carriage of ammunitions is subject to ICAO's and IATA's regulations as specified in Article 8.3.1.1 above.

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

8.3.4 Money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents and samples must not be included in your Checked Baggage.

8.3.5 If, despite their carriage is forbidden or despite they are unacceptable for carriage, you include in your Baggage any items referred to in Articles 8.3.1 and 8.3.2 above, we shall not be responsible for any losses or damages relating to such items.

8.4 Right to Refuse Carriage

8.4.1 Subject to Articles 8.3.2 and 8.3.3 above, we will refuse to carry as Baggage or Checked Baggage, as the case may be, the items described in Article 8.3 above and we may refuse to continue the carriage of any such items upon discovery of same.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us as unsuited for carriage due to its size, shape, weight, content, nature or due to safety, security or operational reasons or the comfort of the other passengers. At your request, we will inform you on unacceptable items.

8.4.3 We will refuse to accept for carriage any item that, in our reasonable opinion, is not properly and securely packed in suitable containers. At your request, we will inform you on packs and containers unacceptable by us.

8.5 Right of Search

For reasons of safety and security, we may ask you to permit a search and/or a scan of your person and a search and/or a scan and/or X-ray of your Baggage. Notwithstanding the provided for hereinabove, your Baggage may be searched and/or scanned and/or X-rayed in your absence for the purpose of determining whether it contains any of the items described in Article 8.3.1 above or any firearms, ammunitions or other weapons that have not been accepted in accordance with Articles 8.3.2 or 8.3.3 above. If you are not willing to comply with our request to permit a search and/or a scan of your person and/or a search and/or a scan and/or X-ray of your Baggage, we may refuse to carry you and/or your Baggage. In the event a search and/or a scan causes Damage to you and/or an X-ray and/or a search and/or a scan causes Damage to your Baggage, we shall not be liable for such Damages unless same are due to any fault or negligence on our part.

8.6 Checked Baggage

8.6.1 Upon delivery to us of your baggage you wish to check-in, same will be under our custody and we shall 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.

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

8.7 Unchecked Baggage

8.7.1 We may specify maximum dimensions and/or weight for the Baggage you carry with you onto the aircraft. If we have not done so, the Baggage you carry with

you onto the aircraft must fit under the seat in front of you or in a storage compartment in the cabin of the aircraft. If, for any reason, such Baggage cannot be stored as indicated above or if it is too heavy or if it is considered unsafe it must, if possible, be carried as Checked Baggage.

8.7.2 Items not suitable for carriage in the cargo compartment (such as delicate musical instruments) and which do not meet the requirements in Article 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us advance notice and we have consented. As you may have to pay a separate fee for this service, please ask us or our Authorised Agents for details.

8.8 Collection and Delivery of Checked Baggage

8.8.1 Subject to Article 8.6.3 above, you shall 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 to identify the Baggage by means of a Baggage Identification Tag, we shall only deliver the Baggage to such person on condition that he or she establishes to our satisfaction his or her right to same.

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 the animals, such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid documents, namely health and vaccination certificates, entry permits and other documents required by the countries of exit, entry or transit, failing which they will not be accepted for carriage. Such carriage may be subject to other conditions specified by us, which will be made available to you 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 have 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, but their carriage is subject to the conditions specified by us and which will be available to you on request;

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

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 exit from, 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 on 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 the timetables may change between the date of publication and the date you actually travel. We do not guarantee such times to you and they are not part of your contract with us.

9.1.2 Before we accept your reservation/s, we will inform you of the then foreseen flight time/s and same will be shown on your Ticket/s. It may happen that we have to change the flight time/s subsequently to the issuance of your Ticket/s. If you provide us with a contact, we will make our best to notify you of any flight time change. Without prejudice to any other right you may have under these Conditions or under any applicable law, if, after you have purchased your Ticket/s, we make a significant change to the foreseen flight time/s and, the new flight time/s not being acceptable to you, we are unable to book you on other flight/s which is/are acceptable by you, you will be entitled to a refund in accordance with Article 10.2 below.

9.2 Cancellation, Delays, Denied Boarding, Rerouting, Etc.

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

9.2.2 Without prejudice to the provided for in any applicable law, if we cancel a flight of which we are the operating carrier and for which you have a confirmed reservation and you have presented yourself at check-in as indicated to you in writing (or electronically) or, lacking such indication, up to 45 minutes before the time foreseen for the departure of such flight, we shall offer you: a) your choice of (i) the reimbursement, within seven Days (in cash, by electronic bank transfer, bank order, bank check or, with your written agreement, in travel vouchers and/or other services), of the full purchase price of your Ticket for the part or parts of the journey not made and, if the flight is no longer serving any purpose in relation to your original travel plan, for the part or parts already made and, in this latter case and when applicable, a return flight (at the earliest opportunity) to your first point of departure or (ii) the rerouting, under comparable transport conditions, to your final destination, at the earliest opportunity or (iii) the rerouting, under comparable transport conditions, to your final destination, at a later date of your convenience, but subject to seats availability; and b) meals and refreshments in a reasonable relation to the waiting time and two telephone calls or two telexes or two fax messages or e-mails; and c) if the time reasonably foreseen for the departure of the rerouting flight is, at least, on the Day following the one of the scheduled departure time of the cancelled flight, we shall also offer you: (i) hotel accommodation, in cases where a stay of one or more nights or a stay additional to that intended by you becomes necessary; and (ii) transport between the airport and the place of accommodation (hotel or other); and d) a compensation in the amount of €250 (for all flights up to 1,500 kilometres) or of €400 (for all intra-Community flights of more than 1,500 kilometres and for all flights between 1.500 and 3.500 kilometres) or of €600 (for all flights not falling under the foregoing situations), unless (i) you have been informed of the cancellation at least two weeks before the scheduled time of departure or (ii) you have been informed of the cancellation between two weeks and seven Days before the scheduled time of departure and you have been offered rerouting allowing you to depart up to two hours before the scheduled time of departure and to reach your final destination up to four hours after the scheduled time of departure or (iii) you have been informed of the

cancellation less than seven Days before the scheduled time of departure and you have been offered rerouting allowing you to depart up to one hour before the scheduled time of departure and to reach your final destination up to two hours after the scheduled time of departure or (iv) we can prove that the cancellation was caused by extraordinary circumstances (namely political instability, strikes affecting the operation, technical failures, bad weather conditions, security risks and ATM decisions) which could not have been avoided even if all reasonable measures had been taken, cases on which no compensation will be due.

Note 1: Reimbursement as per paragraph (i) of paragraph a) of this Article 9.2.2 shall not apply if the flight to which you have been denied boarding is part of an inclusive tour and you are entitled to reimbursement under Directive 90/314/EEC.

Note 2: The compensation foreseen in paragraph d) of this Article 9.2.2 will be reduced by 50% when the time of arrival of the alternative flight you have been offered to your final destination as per paragraphs (ii) and (iii) of paragraph a) of same Article does not exceed the scheduled time of arrival of the flight on which refusal has happened by (i) two hours (in the case of any flights up to 1,500 kilometres), (ii) three hours (in the case of any intra-Community flights of over 1,500 kilometres and in the case of any other flights between 1,500 and 3,500 kilometres) or (iii) four hours (in the case of any flights not falling under paragraphs (i) or (ii) above).

Note 3: The distances referred to in this Article 9.2.2 are measured by the great circle route method.

9.2.3 Without prejudice to the provided for in any applicable law, whenever, in relation to a flight of which we are the operating carrier and for which you have a confirmed reservation and you have presented yourself for check-in as indicated to you in writing (or electronically) or, lacking such indication, up to 45 minutes before the time foreseen for the departure of such flight, we have reasonable grounds to foresee that same will not operate within (i) two hours or more (in the case of any flights up to 1,500 kilometres), (ii) three hours (in the case of any intra-Community flights of over 1,500 kilometres and in the case of any other flights between 1,500 and 3,500 kilometres) or (iii) four hours or more (in the case of any flights not falling under paragraphs (i) or (ii) above) from its scheduled time of departure, we shall offer you, free of charge: a) meals and refreshments in a reasonable relation to the waiting time and two telephone calls or two telexes or two fax messages or e-mails; and b) hotel accommodation, in cases where a stay of one or more nights or a stay additional to that intended by you becomes necessary and transport between the airport and the place of accommodation (hotel or other), when the reasonably foreseen departure time is, at least, on the day following the one of the previously announced departure time; and c) when the delay is of, at least, five hours and you decide not to travel on the delayed flight, the reimbursement, within seven Days (in cash, by electronic bank transfer, bank order, bank check or, with your written agreement, in travel vouchers and/or other services), of the full purchase price of your Ticket for the part or parts of the journey not made and, if the flight is no longer serving any purpose in relation to your original travel plan, for the part or parts of it already made and, in this latter case and when applicable, a return flight (at the earliest opportunity) to your first point of departure.

Note 1: The distances referred to in this Article 9.2.3 are measured by the great circle route method.

9.2.4 Without prejudice to the provided for in any applicable law, whenever, in relation to a flight of which we are the operating carrier and for which you have a confirmed reservation and you have presented yourself for check-in as indicated to you in writing (or electronically) or, lacking such indication, up to 45 minutes before

the time foreseen for the departure of such flight, you have to be denied boarding for a reason not included in Article 7.1 above and you agree with us to voluntarily surrender your reservation, we shall: a) immediately compensate you, in travel vouchers and/or other services, in the amount of €300 (for all flights up to 1,500 kilometres) or of €480 (for all intra-Community flights of more than 1,500 kilometres and for all other flights between 1.500 and 3.500 kilometres) or of €720 (for all flights not falling under the foregoing situations); and b) offer you, free of charge, your choice of: (i) the reimbursement, within seven Days (in travel vouchers and/or other services), of the full purchase price of your Ticket for the part or parts of the journey not made and, if the flight is no longer serving any purpose in relation to your original travel plan, for the part or parts of it already made and, in this latter case and when applicable, a return flight (at the earliest opportunity) to your first point of departure or (ii) the rerouting, under comparable transport conditions, to your final destination, at the earliest opportunity or (iii) the rerouting, under comparable transport conditions, to your final destination, at a later date of your convenience, but subject to seats availability; and c) also offer you, free of charge, meals and refreshments in a reasonable relation to the waiting time, hotel accommodation (in cases where a stay of one or more nights or an additional stay to that intended by you becomes necessary), transport, when necessary, between the airport and the place of accommodation (hotel or other) and a phone card.

Note 1: The reimbursement as per paragraph (i) of paragraph a) of this Article 9.2.4 shall not be applicable if the flight on which you are denied boarding is part of an inclusive tour and you are entitled to reimbursement under Directive 90/314/EEC.

Note 2: The distances referred to in this Article 9.2.4 are measured by the great circle route method.

9.2.5 Without prejudice to the provided for in any applicable law, if we have to deny you boarding as foreseen in Article 9.2.4 above and you don't agree with us to voluntarily surrender your reservation, we may deny you boarding and everything foreseen in such referred Article shall be applicable with the following adaptations: (i) the amount of the compensation foreseen in respective paragraph a) thereof shall, respectively, be of €250, €400 or €600; (ii) the payment of such amount and of the reimbursement foreseen in paragraph (i) of respective paragraph b) thereof shall be in cash, by electronic bank transfer, bank order, bank check or, with your written agreement, in travel vouchers and/or other services; and (iii) instead of the phone card foreseen in paragraph c) thereof, we shall offer you two telephone calls or two telexes or two fax messages or e-mails.

Note 1: The compensation foreseen in paragraph (i) of this Article 9.2.5 will be reduced by 50% when the time of arrival of the alternative flight you have been offered to your final destination as per paragraphs (ii) and (iii) of paragraph a) of Article 9.2.4 above does not exceed the scheduled time of arrival of the flight on which denied boarding has happened by (i) two hours (in the case of any flights up to 1,500 kilometres), (ii) three hours (in the case of any intra-Community flights of over 1,500 kilometres and in the case of any other flights between 1,500 and 3,500 kilometres) or (iii) four hours (in the case of any flights not falling under paragraphs (i) or (ii) above).

9.2.6 Without prejudice to the provided for in any applicable law, if we don't stop at your destination or at any of your Agreed Stopping Places or we cause you to miss a connection flight on which you have a confirmed reservation, we shall, at your choice, take one of the following measures:

9.2.6.1 carry you, as soon as possible and without any additional charge, in one of our foreseen services with seats available and, if necessary, we shall extend the validity of your Ticket/s; or

9.2.6.2 change your routing within a reasonable period of time and transport you to the destination shown in your Ticket/s through our services or the services of another carrier or through another means of transportation and/or class of service we shall agree upon, in any case without any additional charge. If the fare and/or the respective taxes and/or fees and/or charges for your new route are lower than those you have paid, we shall reimburse you the difference; or

9.2.6.3 refund you as per the provided for in Article 10.2 below.

9.2.7 In any of the situations referred to in Article 9.2.6 above, and save as otherwise provided for in any other applicable law or provision, the options in Articles 9.2.6.1 through 9.2.6.3 above are the only options you have and we shall have no other responsibility to you.

9.2.8 Any Voucher/MCO issued by us for any reimbursement or payment may only be used for TAP's travels/services and only when same are provided directly by it.

9.2.9 As soon as possible, and whether you are in the airport or aboard an affected aircraft, we shall notify you of the best available information regarding delays, cancellations and diversions.

9.2.10 We will endeavour to provide food, water, lavatories and access to medical treatment to the Passengers on board an aircraft which is on the ground for an extended period of time and, consequently, without access to the terminal, as consistent with passengers and employees safety and security concerns, and not to keep Passengers on board in long delays.

9.2.11 Without prejudice to the provided for in any applicable law, any expenses regarding meals, refreshments, telephone calls, telexes, faxes, e-mailing, accommodation and/or transportation that must be born by us as per the present Conditions or any applicable law, shall only be so born if same were made not after the third hour before the departure time of the delayed, rerouting or return flight on which the Passenger has been reserved.

9.3 Upgrading and Downgrading

If we place you in a class of service higher than that shown in your Ticket, we shall not require any additional payment from you. If we place you in a class lower than that shown in your Ticket, we shall, within seven Days, reimburse you (in cash, by electronic bank transfer, bank order, bank check or, with your written agreement, in travel and/or other services vouchers) as follows:

- a) 30% of the price of your Ticket - for all flights up to 1,500 kilometres; or
- b) 50% of the price of your Ticket - for all intra-Community flights of more than 1,500 kilometres and for all other flights between 1,500 and 3,500 kilometres; or
- c) 75% of the price of your Ticket - for all flights not falling under paragraphs a) and b) above.

9.4 Several Airports

Whenever a city or region is served by several airports and, in accordance with Articles 9.2.2, 9.2.4 and 9.2.5, we offer you a flight to an alternative airport in relation to the one you had your reservation, we shall bear the cost of your transference from such alternative airport to the airport for which you had your reservation or to a nearby destination you have agreed with us.

ARTICLE 10 REFUNDS

10.1 Refunds

Without prejudice to the specially foreseen in these Conditions or in any applicable law and subject to our applicable fare rules or Tariffs, we will refund a Ticket or any unused portion of it and, as well, any taxes, fees and charges, as follows:

10.1.1 save as otherwise foreseen in this Article 10, to the person designated in the Ticket or, provided it is proved that its payment has been made by another person, to such person;

10.1.2 If a Ticket has been paid for by a person other than the Passenger designated therein and the Ticket indicates that there is a restriction on refund, we shall refund it only to the person who has paid for it or to someone designated by such person.

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

10.2 Involuntary Refunds

10.2.1 Without prejudice to the specially foreseen in these Conditions or in any applicable law, if we fail to stop at your destination or at any of your Agreed Stopping Places, if we cause you to miss a connection flight on which you have a confirmed reservation or if we 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 your Ticket/s 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 your Ticket/s has been used - the amount of the refund will not be lower than the difference between the fare paid and the fare applicable fare to the travel between the points for which your Ticket/s has/have been used. Subject to any 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 specially foreseen in Articles 9.2.2, 9.2.3 and 9.2.4 above or indicated in Article 10.2.1 above, the amount of the refund shall be:

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

10.3.1.2 if a portion of your Ticket/s has been used - the amount of the refund will be equal to the difference between the fare paid and the fare applicable to the travel to the places for which your Ticket/s has/have been used, less any reasonable service or cancellation fees, plus, subject to any applicable law, the amount of taxes, fees and charges.

10.4 Refunding Lost Tickets

10.4.1 If you lose your/s Ticket/s or a portion of it/them, and provided that you furnish us satisfactory proof of the loss and that you pay us a reasonable administrative fee, we shall refund you as soon as possible after the expiration of the validity period of your Ticket/s, on condition that:

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

10.4.1.2 the person to whom the refund is made undertakes, in such form as we may require, to give back to us the amount refunded in the event of fraud and/or to the extent that your lost Ticket/s or the lost portion of it/them has/have been used (except if such fraud or use have resulted from our own negligence).

10.4.2 If we or our Authorised Agent lose your Ticket/s or a portion of it/them, the loss shall be our responsibility.

10.5 Right to Refuse Refunds

10.5.1 Without prejudice to the provided for in any applicable law, we may refuse to refund a Ticket when the request has been made after the expiration of respective validity period.

10.5.2 Unless you establish to our satisfaction that you have permission to remain in a certain country or that you will depart from that country on another carrier or means of transportation, we may refuse to refund the Ticket that has been presented, to us or to Government officials of that country, as evidence of the intention to depart from such country.

10.6 Currency

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

10.7 By Whom are Tickets Refundable

Only the carrier that has originally issued the Ticket/s or a duly authorised agent of its may make voluntary refunds.

10.8 Time Periods for Refunds

Subject to all the previously provided for in this Article 10 and without prejudice to the specially foreseen in these Conditions, if you are entitled to the refund of a Ticket purchased directly from us, we shall refund it to you within seven (7) business days, if it has been purchased with a credit card, or within twenty (20) business days, if it has been purchased with cash or a bank check.

10.8.1 If your Ticket/s is/are non-refundable and it/they has/have not been used, we shall, subject to the applicable law, reimburse you of the taxes, fees and charges collected with the fare and shown therein. Such refund will be made on the same conditions, namely of time limits, as referred to in Article 10.8 above.

ARTICLE 11 CONDUCT ABOARD AIRCRAFT

11.1 General

If, in our reasonable opinion, we consider that your conduct onboard is capable of endangering the aircraft or any person or property on board of it or of preventing the

crew from performing their duties or that you don't comply with the instructions of the crew, namely those regarding smoking and the consumption of alcohol or drugs, or that you behave in a manner that may cause discomfort, inconvenience, damage or injury to other passengers or the crew, we may take the measures that we reasonably consider necessary to prevent the continuation of such situations, namely to arrest and/or to disembark you. You may be prosecuted for violating the law on board the aircraft, namely for crimes. In case of disembarkation, you may be refused onward carriage at any point. If, as a result of any of the above referred situations, we disembark you and/or divert the aircraft, you must pay us all the reasonable costs related to such disembarkation and/or diversion.

11.2 Electronic Devices

For safety reasons, we may forbid or limit the use, aboard the aircraft, of electronic equipment, namely cellular telephones, laptop computers, portable recorders and radios, CD players, electronic games or transmitting devices (such as radio controlled toys and walkie-talkies). The use of hearing aids and heart pacemakers is permitted.

ARTICLE 12 ADDITIONAL SERVICES

12.1 By Third Parties

If we make arrangements with any third party to provide you 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), such as hotel reservations or car rental, to be provided by a third party, we will act only as your agent. The terms and conditions of the third party providing the services shall apply.

12.2 Surface Transportation

In the case we are also providing you surface transportation, same may be subject to other conditions. Such conditions will be made available to you upon request.

ARTICLE 13 ADMINISTRATIVE FORMALITIES

13.1 General

13.1.1 You are responsible for obtaining all the required travel documents and visas and for complying with all regulations, laws, decisions, demands, travel requirements and rules or instructions of the countries from or into which you will fly or through which you will transit.

13.1.2 We shall not be liable to any Passenger for any consequences arising from the fact that he/she doesn't have the documents or visas referred to in Article 13.1.1 above or that he/she doesn't comply with all regulations, laws, decisions, demands, travel requirements and rules or instructions referred to in same Article.

13.2 Travel Documents

Prior to travel, you must present us all the documents, of exit, of transit, of entry, of health and other documents required by law, regulation, decision or other rules of the involved countries, you shall allow us to make and retain copies thereof and, if so requested, you shall deposit your passport or equivalent travel document with a member of the crew of the aircraft until the end of the flight. We reserve the right to refuse you carriage if you don't comply with such requirements or if your travel documents appear not to be in order.

13.3 Refusal of Entry

If you are denied entry into a country, you will be responsible for the payment of any fine, penalty, sanction or charge imposed on us by any governmental agency of the involved country, for the payment of any detention costs that may be imposed on us, for the payment of any costs that we may reasonably pay or agree to pay and for the cost of transporting you from such country. The amount collected for your carriage until the point where you have been denied entry shall not be refunded by us.

13.4 Passenger's Responsibility for Fines, Detention Costs, Etc.

If we have to pay any fine, penalty, fee, charge, sanction or costs or to incur any expense, by reason of your failure to comply with laws, regulations, decisions, demands or other travel requirements of the involved countries or of your non presentation of the necessary documents, you must, on demand, reimburse us of any amount so paid or expend. Any value of any unused carriage on your Ticket and/or any funds of yours in our possession, may be taken into consideration by us towards such reimbursement.

13.5 Customs Inspection

If required, you shall be present at the inspection of your Baggage by customs or other Government officials. We shall not be liable to you for any losses or damages that you may suffer in the course of such inspection or due to your non presence at same.

13.6 Security Inspection

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

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 Article 15.1.11 below.

ARTICLE 15 LIABILITY FOR DAMAGE

The liability of TAP AIR PORTUGAL and of each Carrier involved in your journey will be determined in accordance with respective Conditions of Carriage. Our liability provisions are the following ones:

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

15.1.2 Our liability for Damages in the event of death, wounding or other bodily injury suffered by a Passenger and caused by an accident is not 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 Regulation (EEC) Nr 2407/92 of the Council, of July 23, 1992, shall be understood as requiring that we shall be insured up to the limit of our liability set out in Article 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 Except when the Montreal Convention is applicable, the provided for in Article 15.1.2.2 above shall not be applicable to claims which, however asserted, are made by public insurance or similar entities (except if such entities are from the United States of America). Such claims shall be subject to the limit specified in the Convention and to all defences foreseen therein.

15.1.2.4 Notwithstanding the provided for in Article 15.1.2.2 above, if we prove that the Damage was caused or contributed to by the negligence of the injured or deceased Passenger, we may be wholly or partly exonerated 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 to same the advance payments necessary to meet his/her immediate economical needs on a basis proportionate to the hardship suffered.

15.1.2.6 Without prejudice to the provided for in Article 15.1.2.5 above, the advance payments shall not, in the event of death, be lower than the equivalent in Euros to 16,000 SDRs per Passenger.

15.1.2.7 The fact that we make an advance payment shall not mean any recognition of liability by us.

15.1.2.8 Except in the cases described in Article 15.1.2.4 above or in circumstances where it is subsequently proved that the Damage was caused or contributed to by the negligence of the person who received the advance payment or that such person was not the person entitled to compensation, an advance payment made as per Article 15.1.2.5 above shall not be reimbursable.

15.1.3 Without prejudice to the provided for in Article 9 above or in any applicable law, unless we prove that we or our employees or agents have taken all the measures that could reasonably be required to prevent the Damage or that it was impossible, to us or to them, to take such measures, in which case we shall not liable, our responsibility for damages caused by delay in the carriage of persons is limited to the equivalent in Euros to 4,150 SDR's per Passenger.

15.1.4 Our liability for damage to and for delay of Baggage is, as per the Convention, subject to limits, which shall not be applied if you prove that the damage or the delay has resulted from an act or omission by us or by our employees or agents done (i) with the intention of causing a damage or (ii) recklessly and with knowledge that damage would probably result.

15.1.5 In most cases, the Warsaw Convention as amended establishes a liability limit of 17 SDRs per kilogram of Checked Baggage and a liability limit of 332 SDRs for all the Unchecked Baggage of a Passenger. However, whenever the Montreal Convention is applicable, our liability as to the carriage of Baggage is limited to the equivalent in Euros to the amount of 1,000 SDRs per each Passenger, in the case of destruction, loss, damage or delay. If, at the time you deliver your Baggage for check-in, you declare, in writing, a higher value, under a special declaration of value subject to an additional fee, our liability shall be limited to such higher declared value. If any applicable law establishes different limits, such limits shall be applicable.

15.1.6 If the weight of your Checked Baggage is not recorded on your Baggage Check, we will presume that same is not higher than the amount of the free Baggage allowance for the class of service recorded on your Ticket.

15.1.7 We shall neither be liable for any illness, injury or disability, namely death, attributable to your physical conditions nor for the aggravation of same nor for any Damage caused by your Baggage.

15.1.8 Any Damage caused by your Baggage to others or to others' property, namely ours, will be your liability.

15.1.9 We shall not in any way be liable for Damage relating to items that you must not include in your Baggage as per Article 8.3 above, which items include fragile, perishable and valuable items (such as money, jewellery, precious metals, computers, personal electronic devices, shares certificates, bonds and other valuable documents), business or academic documents, passports and other identification documents.

15.1.10 Any liability we may have will be excluded or reduced in the case that we prove that it was a negligent act or omission on your part that has, respectively, caused it or contributed to it.

15.1.11 Without prejudice to the provided for in any applicable law, we shall only be liable 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 one or more Tickets or if we check baggage for carriage by any other carrier, we shall only do so as agent for such other carrier, but you may, nevertheless, present a claim to the first or the last carrier.

15.1.12 We shall not be liable for any Damage arising from our compliance with applicable laws and/or governmental rules and regulations or from your failure to comply with same.

15.1.13 Unless otherwise expressly provided for in these Conditions or in any applicable law, we shall only be liable, in accordance with the Convention or other applicable law, for recoverable compensatory damages relating to proven losses and costs.

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

15.1.15 Unless otherwise expressly provided for in these Conditions, nothing in same shall imply the waiving of any exclusion or limitation of our liability under the Convention or other applicable laws.

ARTICLE 16 CLAIMS AND ACTIONS

16.1 Claims regarding Baggage

Unless you prove otherwise, the acceptance of Checked Baggage by the bearer of the Baggage Check without complaint at that time is sufficient evidence that the Checked

Baggage has been delivered to him/her in good conditions and in accordance with the contract of carriage.

If you wish to make a claim with us for damages to Baggage, you must so make as soon as you discover same and, at the latest, within seven (7) Days from the date of its acceptance. If you wish to make a claim with us for delay of Baggage, you must make within twenty-one (21) Days from the date on which the same has been put at your disposal. Such claims must be made in writing.

16.2 Answer by Us

Under normal circumstances, we shall answer to a written claim by you within twenty-eight (28) business days from the date of receipt of same. Whenever such time period is insufficient so to allow us a proper investigation of your claim, we will send you an interim response containing the reasons for the delay.

For any information regarding a written claim you have made with us, please contact “Fale Connosco”, through one of the following addresses:

E-mail fale.connosco@tap.pt
Phone 351 218415554 (from abroad)/ 808201483 (from Portugal)
Facsimile 351 218416572

16.3 Limitation of Actions

Any right to Damages shall cease if an action is not brought within two (2) years from the date of arrival of the aircraft at destination or from the date on which the aircraft should have been arrived or from the date on which the carriage stopped. The counting of the period of limitation shall be determined by the law of the court seised of the action.

ARTICLE 17 OTHER CONDITIONS

Your carriage and the one of your Baggage is also provided in accordance to some other regulations and conditions that apply to or have been adopted by us. Such regulations and conditions, as varied from time to time, are important and concern, among other things, the carriage of unaccompanied minors, pregnant women and sick passengers, restrictions on use of electronic devices and items, smoking and consumption of alcoholic beverages on board, passengers with reduced mobility, items forbidden in the baggage and limits on measures, size and weight of baggage. Such regulations and conditions shall be made available to you on request.

ARTICLE 18 INTERPRETATION

The title of each Article of these Conditions of Carriage is for convenience only and is not to be taken into consideration for interpretation of the text.

ARTICLE 19 MODIFICATION

No agent, employee, director 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 provided for in these Conditions of Carriage or in the Convention or in any other applicable law, any dispute regarding your contract of carriage with 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 an English version and may have versions in other languages. In case of conflict between any such versions and the Portuguese one, the Portuguese version shall prevail.

TRANSPORTES AÉREOS PORTUGUESES, S.A.

Note: For information only, we refer that on the 2nd of June, 2008 each SDR corresponded to:

Euros: 1,04 (one Euro and four cents); and

USD: 1,62 (one dollar and sixty two cents of the United States of America)