



TACV CABO VERDE AIRLINES

GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

1st Edition - 2009
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1. INTRODUCTION

The TACV General Conditions of Carriage, referred to as CGT of TACV have been prepared in conformity with the pertinent requirements of the national aeronautical authorities, regulations and international standards.

Approved by the TACV Board of Administration, these terms describe the conditions under which you and your respective baggage are carried in accordance with what is stated in the above-mentioned regulations, complying with all travel requirements.

The CGT (General Conditions of Carriage) of TACV, homologated by the Board of Directors of TACV and the AAC (Civil Aviation Authority) intend to establish the policy terms and commercial procedures of products and services, involving you and your respective baggage.

Once approved, these Conditions or their content shall be disclosed to passengers and collaborators dealing with transaction of products and services of TACV so that the quality of such products and services is guaranteed.

Revisions are made and recorded in the amendments registration, part of this manual, whenever necessary.

2. RESPONSIBILITIES

In accordance with the aeronautical regulations, revision of these terms and conditions is responsibility of Commercial Directorate having each employee the opportunity to participate indirectly in its updating.

3. RECORD OF AMENDMENTS

This is the second version amended from the original of General Conditions of Carriage by TACV.

The record of amendments pertaining to this manual should be in conformity with the table below:

Revision Number	Date of Revision	Date of Amendment	Date Entered by	Approved by
Original	31/03/2009	31/03/2009	DMK	
Rev. 1.0	14/11/2012	14/11/2012	DC	
Rev. 2.0	10/07/2017	30/12/2016	Commercial Director	Board of Directors

ORIGINAL

EFFECTIVE PAGES

Chapter	Page	Revision	Date	Chapter	Page	Revision	Date
1	03 of 49	2.0	10/07/17				
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Commercial Director of TACV	Legal Affairs Office of TACV	AAC - Civil Aviation Authority

4. APPROVAL

This first edition, revision 2.0 of *General Conditions of Carriage*, issued on 10/07/2017 is approved by the TACV Board of Administration on 2017 July and accepted by the aeronautical authority of Cabo Verde:

Commercial Director of TACV	Legal Affairs Office of TACV	President of Board of Directors	AAC - Civil Aviation Authority

ORIGINAL

5. LIST OF DISTRIBUTION

Departments	Copies
Commercial Directorate	4
Board of Administration	4
Department of Ground Operations	2
South Regional Delegation	5
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Flight Operations Directorate	5
Finance Department	4
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Legal Affairs Office	2

ARTICLE 1 - DEFINITION OF EACH TERM USED IN THESE CONDITIONS

While reading the conditions below, be attentive to the following:

The term "we", "us", "our" "ourselves" means TACV (VR);

The term "you", "your", "yourself", means any person holding a Ticket being carried or to be carried on an airplane, except members of the crew. (See also definition of "Passenger")

Unless otherwise stated or as resulting from context, the expressions below shall have the following meaning:

Authorized Agent: means a passenger sales agent who has been appointed by TACV Cabo Verde Airlines to represent us in the sale of air carriage our services and products;

AAC: means Civil Aviation Authority of Republic of Cabo Verde;

API - Advanced Passenger Information: means a requirement to provide all passengers' passports details traveling to certain destinations, namely the USA and some EU countries;

APIS: Advanced Passenger Information System: means a system adopted by various countries which requires airline companies to collect specific information about each passenger.

Baggage: means your personal property and other stuffs accompanying you during your carriage. Unless we specify otherwise, it includes both your Checked and Unchecked Baggage;

Checked Baggage: means baggage accepted to be carried under the custody of TACV Cabo Verde Airlines and for which a Baggage Check and/or a Ticket has been issued;

Unchecked Baggage: means any baggage other than Checked Baggage in which the owner has not been identified and whose carriage is passenger's full responsibility;

Ticket: means either the paper document marked "Passenger Ticket and Baggage Check" or an Electronic Ticket in each case issued by us, or on our behalf, including the Conditions of Carriage Contract, Notices and Coupons;

Baggage Check: means those portions of your Ticket which relate to the carriage of your Checked Baggage;

Conjunction Ticket: means a Ticket issued by TACV Cabo Verde Airlines or, on our behalf which in conjunction with another Ticket constitutes a single contract of carriage;

Electronic Ticket: means an individually encrypted electronic document within our reservations database recording the carriage you have booked for which we or our representative have issued an e-Ticket, after a payment of the amount equivalent to the applicable rate. The e-Ticket includes the passenger's name, surname and details of the flight, such as the place of departure, destination, date and time of departure and arrival. The document also contains references about the current Conditions of Carriage. The electronic ticket can be delivered to you via e-mail;

Online Distribution Channel: means a form of direct or indirect selling to customers through this site www.flytacv.com authorized by TACV (OTA -On-line Travel Agent);

Offline Distribution Channel: means a form of direct or indirect selling to customers through the sales counters of the company or an Agent we authorize;

Airline Designator Code: means code consisting of characters or letters which identify individual air carriers. In the case of TACV, the characters are "696" and the letters are "TACV" and "VR";

Conditions of Contract: means those statements contained in or delivered in your ticket or Itinerary/Receipt, identified as such and which include these Conditions of Carriage by reference, and Notices;

CGT: General Conditions 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 Montreal, 28 May 1999 (hereinafter referred to as the Montreal Convention);
- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, on 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 "standardization" of **IATA Resolution - Res. 600b** (charge of **19 DSE/kg**, due to inflation, on Cargo coverage in commercial operations);
- The Regulation **CE n°.261/2004** of PCE of 11 February, 2004;
- The Resolution n° **.103/VI/2004** of 21 June;
- The **Decree Law n°.35/06** OB n°.18, Series I, of 26 de June, 2006
- The **Safety Directive (DS) 010-AVSEC-AAC/06**
- The **Decree-Law n°52/06** which represses and prevents certain offenses committed on board a civil aircraft on commercial flights by disorderly passengers;
- **O Regulation n° 1/2014** of June 20 which establishes the general terms and features of commercialization of air ticket.

Damages: means death, wounding, of a Passenger or any other bodily injury suffered by a passenger caused by an accident on board an aircraft or during any of the operations of carriage. It also means loss, partial loss, theft or other damage, arising out of or in connection with carriage or another services incidental hereto performed by TACV;

Days: means any of the seven calendar days of the week. For the purpose of notification, the day upon which a notice is sent shall not be counted. For the 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;

SDR: means **Special Drawing Rights**, as defined by the International Monetary Fund. The amounts in US dollars contained in these Conditions of Carriage are indicative only. The present amount of any compensation for damages to be paid by us shall correspond to the amount converted into the currency of Cabo Verde on the date on which the amount of any damages to be paid is fixed by a court, as certified by the Central Bank of Cabo Verde (BCV), or as stipulated in the applicable legislation;

Baggage Check: means those parts of your Ticket whose purpose is solely to identify your Checked Baggage;

Baggage Identification Tag: means a document issued only for identification of your Checked Baggage.

Stopover: means any points, except for the points of origin and destination indicated on the Ticket or referred to in the schedules of the CARRIER as intermediate stops provided for in the Passengers' itinerary.

Force Majeure: means unusual and unforeseen circumstances beyond TACV Cabo Verde Airlines' control and whose consequences could not have been avoided, even if we had acted with full due diligence;

Baggage Allowance: means the maximum allowable baggage per passenger, free of additional payment. The current Baggage Allowance may differ by flight class;

Check-In Deadline: means time limit specified by TACV for you to complete the check-in formalities and receive your boarding pass;

iTD - iTravelDirect: means a purchase code, alpha numeric (ITD0101010) of transactions carried out on the electronic commerce platform (SEC-SITA E-Commerce), through the TACV website - www.flytacv.com;

Stopover: means a scheduled stop on your journey, between the place of departure and the destination, previously established and agreed upon with TACV;

Itinerary/Receipt: means a document or documents we issue to Passengers travelling on the Electronic Ticket and contains the passengers' name, flight information and notices;

IP - Internet Protocol - means point where the Internet sale took place;

MEDA - Medical Case. An authorization and/or medical follow-up may be required. It does not apply to passengers who only require special assistance at the airport and during boarding and disembarking operations. It applies to the following passengers: injured with plasters, persons needing oxygen during flight, newborns in incubator etc.

"We", "our", "ours" and with "us": means TACV-Cabo Verde Airlines or in abbreviated form TACV;

Passenger: means any person, other than members of the crew, transported or to be transported by TACV according to a Ticket;

In-transit Passenger: means passengers arriving at an airport to continue travelling to another airport on the same flight, departing from the same airport or on a connecting flight, departing from another airport;

Piece Concept: Baggage Allowance per volume or unit;

SEC - Sita E-Commerce: means SITA's e-commerce platform, used by TACV;

SITA - International Society of Aeronautical Telecommunications: a provider of reservations, emissions and inventory service of TACV;

"You", "yours", and with "you": See definition of "Passenger;"

Coupon: electronic or paper document marked "Flight Coupon" that gives the passenger whose name is designated on it, the right to travel on a certain flight also identified thereon;

Electronic Coupon: flight coupon and an electronic coupon that exists in TACV database;

Passenger Coupon or Receipt: passenger receipt or portion of the Ticket issued by TACV or an agent that bears such notation and should be retained by the passenger until the end of the journey;

Flight Coupon: the portion of the Ticket which bears the notation "good for passage" or, in the case of an Electronic Ticket, the Electronic Coupon and indicates the specific places between which the passenger is entitled to be carried;

Tariffs: means the price that the Passenger pays for the transportation service and the conditions for applying it. Tariffs are subject to conditions of use which include, inter alia, time periods of validity, payment terms, endorsement restrictions, refund provisions, use on certain flights, minimum or maximum stay at the place of destination, particular travel days, penalties, permitted baggage rules and other applicable and deposited conditions, when required, before the relevant authorities;

Airport Tax: the amount which is charged to Passengers for the use of the airport facilities, or imposed by the aeronautical entity and which can be received by the CARRIER previously authorized for this purpose, either on the Ticket or at each airport, and must be paid by the Passenger, relating to boarding, disembarkation, orientation, comfort and safety of passengers.

Carrier: means the airline that issued the Ticket and/or performs carriage, as well as any airline whose Designator Code is on the Passenger's ticket. In the case of cargo, it includes the Air Carrier who issues the (Air Waybill) and all Air Carriers who transport or undertake to transport the cargo or to render any other services related to such air carriage under a contract of carriage;

Connecting Flight: means a subsequent flight to be carried out by TACV or another Carrier (partner or not) under a single Ticket, or a Joint Ticket.

WCBD: means a dry-battery-powered wheelchair that is used by a passenger with motor impairment, requiring assistance to and from the aircraft;

WCBW¹: means a wet-battery-powered wheelchair that is used by a passenger with motor impairment who requires assistance to and from the aircraft;

WCMP: means a manual wheelchair used by a passenger with motor impairment;

WCHC: means a Passenger who is completely unmoving. This passenger needs a wheelchair to get on the plane and after landing, it is necessary to get him on and off the passenger ramp as well as to the passenger seat and on someone's back;

WCHR: means a wheelchair that is used by a passenger to travel the distance to and from the airplane. The passenger can climb and go down stairs and move inside the cabin, but needs a wheelchair to get to the aircraft or get off the aircraft after it lands;

WCHS: means a wheelchair to be used by a passenger to travel the distance from and to the aircraft and to climb and go down the stairs. The passenger can move from and to his seat in the cabin;

CMEH: refers to the passenger who can not go up and down the stairs and can move in the cabin, He needs a wheelchair to get to the aircraft and needs it after the plane lands to move up and down the passenger's ramp;

¹ For safety reasons, acceptance of this baggage is not permitted on TACV flights and may be carried as cargo in accordance with the Dangerous Goods Regulations and authorization of Aeronautical Entities
Rev. 2.0 – 10/07/2017

ARTICLE 2 - APPLICABILITY

2.1 General

2.1.1 Transport and any other services provided by each carrier are subject to:

- a) The provisions contained in your ticket;
- b) Rules of the applicable tariff;
- c) The conditions of carriage of the carrier and all other regulations in effect;
- d) Aeronautical regulations in effect (domestic and international)

2.1.2 The following conditions of carriage apply:

- a) To passengers travelling in flights operated by TACV - Cabo Verde Airlines;
- b) To passengers with confirmed reservation for the flight and are available for the "check-in" to board at the time indicated in writing (or electronically) or, in the absence of this information:
 - ✓ **For domestic flights:** at least **01H30** minutes before the scheduled departure time;
 - ✓ **For regional flights:** at least **02H00** hours before the scheduled departure time;
 - ✓ **For international flights:** at least **03H00** hours before the scheduled departure time, excepting flights between Cabo Verde and United States, whose limit is of at least **04H00** hours before the scheduled departure time;
- c) To operations of air carriage of baggage.

2.1.3 Except as provided in 2.2 e 2.4 below, our **Conditions of Carriage** apply only on those flights, or flight segments, where our name or Designator Code of Air Carriage, is indicated in the carriage box reserved to name of the respective **air carriage operator**.

2.1.4 When a passenger makes a reservation, the contract with TACV Cabo Verde Airlines begins with us receiving the total payment, for the service acquired and the passenger receiving the ticket issued by TACV.

2.2 Charter Operations

If carriage is performed under a charter agreement, such Conditions of Carriage shall apply only to the extent that they are incorporated, by reference or otherwise, into such charter contract, agreement or Ticket.

2.3 Code-shares

On some routes, TACV Cabo Verde Airlines has code-sharing agreements with other air carriers known as "code share", which allows the passenger to travel on an aircraft that can be operated by another carrier, even if you have a reservation with TACV and hold a ticket in which the name TACV or the Airline Designator Code appears as the carrier. This means your contract is with TACV.

In case of Code-share, the passenger will be informed about the carrier operating the flight, at the time of booking or at the company's website, in case of purchases on the Internet.

2.4 Overriding Law on Regulation and Tariffs

In case of inconsistency between these Conditions of Carriage and the TACV Tariffs or any applicable law, such tariffs or law shall prevail. If any provision of these Conditions of Carriage is invalid before any applicable law, the other provisions shall nevertheless remain valid. If refund is involuntary (cancellation/flight delay), please refer to the applicable legislation.

ARTICLE 3. TICKETS

3.1 General

- 3.1.1 The ticket is proof of the contract of carriage. Transport and any other services provided by TACV Cabo Verde Airlines are subject to the provisions contained in the ticket, the applicable tariff regulations and the conditions of carriage of the carrier and other regulations in effect which are integral part of this contract (they may be consulted in any TACV office).
- 3.1.2 The ticket is personal and non-transferable and will contain the following information, regardless of its form of issuance (offline or online):
- 3.1.2.1 Name and, where applicable, the passenger's last two surnames;
 - 3.1.2.2 Name of the issuing airline;
 - 3.1.2.3 Place and date of issuing;
 - 3.1.2.4 Trip itinerary, including all stopovers;
 - 3.1.2.5 Time and date of the flight, except in cases where the ticket is open, according to the rules set out by TACV - Cabo Verde Airlines;
 - 3.1.2.6 Class of service, tariff base or other data which identifies the type of carriage;
 - 3.1.2.7 Rate of air transport service in national or other convertible currency, depending on the system used in the purchase (offline or online);
 - 3.1.2.8 Individualized rates related to payment of government taxes, taxes, airport charges or any other sum which presents transfer characteristics to governmental entities;
 - 3.1.2.9 Total amount paid by the acquirer of the ticket in national currency or other convertible, according to the channel used in the purchase (offline or online);
 - 3.1.2.10 Method of payment;
 - 3.1.2.11 Identification of tariff rules and its restrictions on ticket use, when applicable;
 - 3.1.2.12 Baggage allowance, by type, volume and weight;
 - 3.1.2.13 Identification of the carrier who effectively carries out the flight, in cases of Code-share and the successive carrier, when applicable;
 - 3.1.2.14 Departure time at the aerodromes and departure airports;
 - 3.1.2.15 The full date of birth, in case of passengers aged 12 or less, in addition to complying with all other previous formalities;
 - 3.1.2.16 Procedures and requirements for travelling established by TACV according to the nature of the flight.
- 3.1.3 The transfer of the ticket from one person to another shall be subject exclusively to the rules which TACV imposes on it, following, notwithstanding the requirements the aeronautical authority may determine with respect to the identification of a passenger.

- 3.1.4 We will provide transport only to passengers whose name are duly indicated on the ticket or in the systems; passengers are therefore, required to present an appropriate identification document in accordance with Civil Aviation norms and regulations.
- 3.1.5 The ticket or mechanisms which replace it is, and remains to be, at all times, the property of the issuing carrier.
- 3.1.6 The ticket or mechanisms that replace it is a valuable document and the passenger must take the necessary steps to conserve it and make sure that it will not be lost or stolen.
- 3.1.7 Passengers traveling on free or reduced fares or under special conditions may, at any time during their journey, required to prove their eligibility to travel under such conditions.
- 3.1.8 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 and in accordance with its identification, containing the Flight Coupon for that flight, as well as all other unused Flight Coupons and the Passenger Coupon.
- 3.1.9 In the case of an Electronic Ticket purchased on the TACV website (www.flytacv.com), the carrier may request a valid personal identification. You will only be entitled to be carried on flight if such e-Ticket is valid, issued in your name and proves that the itinerary, fare, taxes and charges paid are correct, valid and available.
- 3.1.9.1 However, for tickets bought under the circumstances stated above, and in case of doubts about the card owner (credit or debit) used in the purchase, the carrier may ask the passenger to prove ownership of the card used in this transaction.
- 3.1.9.2 The passenger will not be entitled to be carried if the ticket presented has been mutilated or altered by anyone other than TACV or an Authorized Agent;

3.2 Changes to the Ticket

- 3.2.1 Some tickets are sold at discounted rates, which may be fully or partially refundable, or simply not refundable. You should inquire about the restrictions of each tariff, choosing the one that suits your needs. You may wish to ensure that you have the most appropriate insurance to cover situations where you have to cancel your ticket.
- 3.2.2 If passengers wish to change any aspect of their transport, they should contact us or an Authorized Agent, in advance, to be informed of such possibility. Many tariffs are only valid for the dates and flights indicated on the Ticket and may not be changed or may be changed upon payment of an additional charge.
- 3.2.3 A fare for your new travel will be recalculated and you will be given the option to choose the new price or maintain the original travel itinerary as appears on your Ticket. If your travel has to be changed due to Force Majeure, you should contact us at the earliest possible or an Authorized Agent who will make every effort to take you to the next Agreed Location of Stop or to your final destination, without recalculating the tariff.

- 3.2.4 Passengers should consider that while some changes do not imply changes in fares, others such as changes to the place of departure (for example, if you do not use the first segment) or changes to the onward journey may not imply a price increase.
- 3.2.5 If passengers change their travel without the agreement of TACV or an Authorized Agent, the accurate price will be calculated for the new travel and passengers will be charged the difference between the price they have already paid and the new applicable price for the scheduled travel or be refunded the difference if the new price is lower. Otherwise, the unused coupons will be invalid.
- 3.2.6 In the event of the death of a passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum period of stay or extending the validity of the ticket.
- 3.2.7 In the event of death of a Passenger 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.
- 3.2.8 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. The changes in case of death, are free, within the period of validity of the ticket;
- 3.2.9 When in transport of people on IT (land package) and NIT (non-land package) charter flights, TACV will issue individual ticket(s) corresponding to the aerial part.

3.3 Period of Validity

- 3.3.1 Unless otherwise specified in the Ticket, in these Conditions or in the applicable Tariffs (which may limit the validity of a ticket), a Ticket is valid for a period of one year as of the date of issue, or as of the date of the first travel, if this travel is made within 1 (one) year, from the date of issuance of the ticket.
- 3.3.2 If you are prevented from traveling within the period of validity of the Ticket because at the time you requested reservations TACV was unable to confirm a reservation to you, the validity of such Ticket will be extended or you may be entitled to a refund under Article 10.

3.4 Coupons use and Sequence

- 3.4.1 Your Ticket is valid only for the carriage indicated on the Ticket, from the place of departure via any agreed location stop to the final place of destination. The tariff you paid is based on TACV "Tariffs" and is valid for the travel indicated on the ticket, which is an essential part of our contract with you. Your Ticket will lose its validity and will not be honored by us if all of the Flight Coupons are not used the correct sequence as indicated on the Ticket.
- 3.4.2 Each Flight Coupon in your Ticket will be accepted for travel within the service class, on the date and flight booked in your reservation. If a Ticket is originally issued without specifying a reservation, the seat can be booked later but is subject to our "Tariffs" and availability on the flight.

3.4.3 Passengers are advised that in case of no-show on flight without notifying us in advance, we may cancel the booking for the return journey or the onward flight.

3.4.4 The full and sequential use of Flight Coupons means that the Ticket is invalid if the first coupon has not been used and will not be accepted if all coupons are not used in the sequence indicated therein.

3.5 Name and Address of Carrier

3.5.1 The name TACV CABO VERDE AIRLINES may be abbreviated to our Airline Designated Code or otherwise in the "carrier" box of the ticket or, in the case of an Electronic Ticket the address of TACV CABO VERDE AIRLINES will be considered: **TACV/Praia/Head Office nbr 1/Praia/CV**

The address of the Main Office is:
Avenida Amílcar Cabral, P. O. Box nº 4
City of Praia - Island of Santiago
Cabo Verde

The Electronic address of TACV, under these CGT is: flytacv@tacv.aero and Internet site is: www.flytacv.com

ARTICLE 4 - FARES, TAXES, CHARGES AND SURCHARGES

4.2 Fares

This Chapter shall be governed by the terms and conditions set out in Regulation No 1/2014 of 20 July, which stipulates the general conditions of carriage concerning positioning on the market and the features of the ticket.

In accordance with such regulation, the total price of air transport applied by TACV includes, in addition to the amount of the tariffs, all taxes, charges and other surcharges which reflect on it in order to provide the customers clear, adequate and unequivocal information about the price of the service that allows them to compare prices and offer conditions.

Accordingly, and under these terms and General Conditions of Carriage:

4.2.1 Unless otherwise provided by law, 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 ground transport service between airports or transport between airports and town terminals.

4.2.2 The price of a journey depends on several factors and TACV offers different types of tariffs, from the lowest and most restrictive, to the highest and least restrictive, via direct sales channels, such as telephone reservation system, Internet, sales stores or Authorized Agent, in so-called indirect sales;

4.2.3 Tariffs are calculated according to the tariff in effect at the time of payment and issuing of a ticket.

4.2.4 If you intend to change your flight or any portion of your itinerary, you may be required to pay an additional sum, as stipulated in the TACV "Tariffs";

4.2.5 In the interest of a sound market management, and in compliance with legal aspects, when applicable, there may be tariff differences in the sales channels referred to in paragraph 4.2.2 above.

4.3 Conditions and Restrictions on Applicable Tariff

4.2.6 Your ticket is subject to the restrictions of the applicable tariff.

4.2.7 Tickets issued based on **promotional tariffs** are subject to certain restrictions approved by pertinent government authorities, such as:

4.2.7.1 Non-endorsable, valid only for the date, hours, and flights reserved, should be within the time frame of minimum and maximum length of stay at destination, and may limit the number of stops.

4.2.7.2 The restrictions and/or fines will be available to the customer, before and at the time of ticket purchasing. However, you may consult us or one of our Authorized Agents to know the restrictions applicable to the tariff or ticket at any time, being subject to the payment of a difference in the amount of the tariff and a service charge (TSF) in case of reimbursement.

4.4 Taxes, Charges and Surcharges

4.4.1 The full price of your ticket may include applicable taxes and charges to air carriage by government authorities, including the operator of an airport.

4.4.2 Passengers are liable for paying the taxes and charges that may represent a significant portion of the cost of the air ticket.

4.4.3 Taxes, charges and surcharges may be included in the tariff. These may appear separately in the "tax" box.

4.4.4 Air transportation taxes, fees and charges vary constantly and may change even after your Ticket has been issued. If there is an increase in taxes, fees or charges indicated on the ticket, the passengers must pay them. Invariably, if there is a reduction or elimination of a tax, fee or other charges, paid in advance by the passenger at the time of issuance and which did not apply at the time of purchase, the passenger may be refunded the respective sum, by proof of purchase.

4.4.5 The carrier may refuse to carry passengers if the applicable tariff has not been paid and/or the ticket is considered irregular (e.g. black list).

4.4.6 The carrier reserves yet the right to refuse to carry any person that acquired a ticket in violation of applicable laws, regulations and norms to the case, including internal ones;

4.4.7 The fees or taxes we charge in the Ticket refer to amounts related to the payment of governmental fares, taxes, airport charges or any other amount which presents transfer to public entities, when they are owed by the purchaser of the ticket and collected through the carrier;

4.4.8 The sums of the fees referred to in 4.4.7 above shall be presented to the purchaser of the ticket separately, in a clear and detailed manner, in compliance with the resolutions and practices recommended by **IATA** - International Association of Air Carriers, regarding the issuance of Air transport tickets.

4.5 Optional Services

We may offer our customers optional services, namely, preferential seats, sale of additional baggage allowance or excess baggage, carriage of animals in the cargo hold, transport of special equipment fixed/specific service, unaccompanied children, etc...

4.5.1 Charge of amounts related to optional services offered by TACV, can be separated from the provision of the air transport service, done as follows:

4.5.1.1 Integrate the amount of the last tariff;

4.5.1.2 Be made prominently within the ticket, without necessarily being considered as a fee charge;

4.5.1.3 Not included in air fares

4.6 Currency

4.6.1 Unless at the time of payment or prior to TACV or an Authorized Agent having indicated a different currency, tariffs, taxes or charges should be paid in the currency of the country or **IP** (Internet Protocol) of the Country or Point of Sale (POS) where the ticket is issued.

ARTICLE 5 - PROCESS OF RESERVATIONS AND MARKETING

For the purposes of these terms and General Conditions of Carriage, the booking and marketing start when the ticket purchaser informs the itinerary and the desired dates to TACV via its distribution and sales channels and ends with the payment for the air transport service.

During all phases of the reservation and business process of TACV services, the fare expressed in single amount will be presented to the purchaser of such services, regardless of the marketing channel used, guaranteeing you the possibility of a direct comparison between the prices of the services available on the market.

5.1 Reservation Requirements

5.1.1 Reservation requests should be accompanied of some vital data for the sound compliance of the contract of carriage. In addition to the name of the passenger, data to be provided shall include contact (telephone number, e-mail address, or fax) at the point of origin and destination of the passenger, name of TACV, place and date of issuing, itinerary including all stops, schedule and date of service to be rendered, unless in cases of an open ticket, in accordance with rules established by TACV.

5.1.2 Passengers will be contacted whenever it becomes necessary to do so, especially in cases of changes to the flights. In case you fail to comply with article 5.1.1, the airline will not be liable for any possible damages.

5.1.3 TACV or an Authorized Agent will record your reservation request and, upon request will provide you a written confirmation of the reservation.

5.1.4 Certain fares have conditions which limit or exclude your right to change or cancel reservations once the ticket has been issued. As described in article 4, Passengers must be informed, in writing or verbally, in the moment of purchasing these limitations. However, in your own interest, you must obtain information at TACV counters or Authorized Agents.

5.1.5 **Personal Data**

Personal data provided by passengers to TACV or to an Authorized Agent serve the following purposes:

- a) Making a reservation;
- b) Recording and issuing a ticket and obtaining ancillary services;
- c) Advising you of changes to your itinerary whenever necessary;
- d) Developing and providing services;
- e) Facilitating immigration and entry procedures;
- f) Making such data available to Government Agencies who are related to the travel.

5.1.5.1 For all these purposes, you authorize us to retain and use such data and to transmit them to our own offices and and branches, Authorized Agents, government agencies, other carriers or the providers of the above-mentioned services, credit card and other payment card companies and to data processors working for, or collaborating with TACV.

5.1.5.2 In accordance with internationally applicable laws and regulations, the Carrier is also required to make personal data available to authorized national or foreign authorities (e.g. Customs, Police, Immigration, etc.), in particular for the purpose of preventing and combating terrorism or other crimes.

5.2 **Ticketing Deadlines**

5.2.1 If you have not paid for the Ticket prior to the specified ticketing deadline given by TACV or an Authorized Agent, your reservation may be cancelled without prior notice. Passengers must obtain information about deadlines for paying and issuing their tickets.

5.2.2 Subject to applicable deadlines, TACV allows you to:

- a) Keep, for at least 24 hours, a telephone reservation made directly with a "Call Center";
- b) Cancel a reservation (without a fine) until 24 hours after making it, if you are required to pay at the reservation time;
- c) For reservations, 24 hours before the scheduled time for the flight, the issuance of the respective ticket is mandatory;

5.2.3 Online issuances do not allow the prerogative mentioned in 5.2.2 above;

5.3 Seating

- 5.3.1 While we will endeavour to meet advance seating requests, we do not guarantee you any specific seat.
- 5.3.2 TACV reserves the right to assign or reassign seats for operational and safety reasons, at any time, even after you have boarded the aircraft.

5.4 Reconfirmation and Cancellation of Reservations

- 5.4.1 Your reservation will only be considered as confirmed if it is duly indicated on the Ticket by TACV: the number, date and time of flight, as well as the service class and the **confirmed** status of reservation.
- 5.4.2 Notwithstanding the right to a refund, passengers may cancel a confirmed reservation, provided that it is done, according to the tariff regulation, within at least 24 hours prior to the scheduled date of flight departure, excluding flights between Cabo Verde and the United States of North America, whose minimum advance is 72 hours in relation to the date of flight departure.
- 5.4.3 Onward or return reservations are subject to reconfirmation 72 hours prior the scheduled date of travel.

However, if you advise the airline that you still wish to travel and there are seats available on flight, TACV may resume your reservations. If there is no seat available, we will do our best to carry you to your next or final destination under similar conditions, at the earliest opportunity depending on seat availability.

- 5.4.4 You should check the reconfirmation requirements of any other carriers involved in your travel with them, and where necessary, reconfirm your reservation with the carrier whose Airline Designator Code appears on the Ticket for the flight in question.

5.5 Cancellation of Onward Reservations

Passengers are cautioned that failure to show up for a flight without notifying us in advance as required by the regulations in effect, may result in the cancellation of onward or return reservations. Yet, if you notify TACV in advance, we will not cancel your reservations for onward flights.

5.6 Service Charge When Seats are Not-occupied

- 5.6.1 Passengers are to pay a service charge, in accordance with the carrier's regulations, if they do not occupy the seat for which the reservation and ticket issuance were made, in case the passenger requests re-use of the ticket and if the applicable regulation supports that.
- 5.6.2 Passengers who do not show up or arrive late to the embarkation for which the reservation was made and issue their ticket or interrupt the trip, unless the booking of the contracted flight has been canceled, with at least 24 Hours of in advance of the expected time of departure, shall not be entitled to demand the refund, in whole or in part, of the ticket price. However, the passenger must be reimbursed 80% of the ticket price if the aircraft departs with all seats occupied.

5.7 On board Services

The Carrier will make reasonable efforts to meet passengers' needs in relation to services on board the aircraft relative to specific beverages, special meals, films, seats, etc. However, for operational reasons or if it is beyond TACV control, we may not guarantee to meet the needs of the passenger.

ARTICLE 6 - TRAVEL DOCUMENTS, CHECK-IN AND BOARDING

6.1 Travel Documents

Passengers (whether adult, child or infant) must hold travel documents and a Ticket when travelling.

- 6.1.1 Passengers are solely responsible for complying with laws, regulations, orders, requirements and demands of each country you are visiting (even as a transit Passenger).
- 6.1.2 Prior to travel, passengers must present TACV all exit, entry, health and other documents required by law, regulations, order, demand or other requirements of the countries concerned; and permit us to take and retain copies thereof.
- 6.1.3 TACV is not in any way liable to passengers for obtaining necessary travel documents or for complying with laws, regulations, orders, obligations, demands or instructions provided, nor for the resulting consequences if passengers fail to obtain such documents or do not comply with such laws, regulations, orders, obligations, demands or instructions.
- 6.1.4 Passengers are solely responsible for obtaining, retaining and presenting, whenever requested, the entry, exit, health certificates and other documents required by the law, regulations, orders, obligations or requirements of countries included in the travel.
- 6.1.5 TACV reserves the right to refuse to carry any passenger that fails to comply or whose documents seem not to be in compliance with the laws, regulations, orders, obligations or requirements.
- 6.1.6 TACV reserves the right, in accordance with article 7, to refuse carriage if a passenger does not comply with the applicable laws and regulations, and if the Carrier has evidence as to the invalidity of the documents presented; or the passenger does not allow the carrier to take and retain copies of any documents or other relevant data contained in such documents.
- 6.1.7 TACV shall not be liable for losses or expenses incurred by passengers who do not comply with the provisions of this article.

6.2 Refusal of Entry - Regulations of Entry and Exit

- 6.2.1 Laws and regulations in force in the territory of each Contracting State relative to the entry or exit by air of passengers, crew or cargo (such as entry, dispatch, immigration, passport, customs and quarantine regulations) shall be complied with by passengers, crew or interested in the cargo, or by their representatives, either on arrival or departure or while remaining in the territory of that State, under the terms and conditions of Annex 9 of the Chicago Convention.

- 6.2.2 If you are denied entry to a country, you must be liable for the payment of any fine, penalty, fees or charges imposed by Government on the carrier as well as payment of the costs of your carriage back to the point of origin.
- 6.2.3 The fare or ticket charged to transport you to the point where entry was refused will not be refunded.
- 6.2.4 For security reasons, the flight captain and/or police/escort may withhold travel documents from the Passenger in his custody during the flight to his point of origin or elsewhere.

6.3 Check-In

- 6.3.1 Check-in deadlines vary from flight to flight, between (1) one to (4) four hours prior to the time scheduled for the flight, ranging from 00:50min (Fifty minutes) to four (4) hours before the published time of your flight. Therefore, the TACV recommends that you inform yourself and comply with them. For a pleasurable trip, the passenger should arrive at the airport in sufficient time to complete the check-in procedures and government formalities.
- 6.3.2 TACV reserves the right to cancel your reservations; and you may miss the flight, if you do not respect the check-in deadline as indicated. Passengers will be informed of the check-in time limit at the time of payment and issuing of the ticket.
- 6.3.3 In case you have not been informed, you should arrive at least (Forty-five minutes) prior to the scheduled time of departure or one (1) hour before the time announced for your departure flight (art. 2, paragraph 2.1.2 b). TACV reserves the right to cancel your flight if you do not comply with the check-in deadline as indicated to you.
- 6.3.4 If you fail to arrive at the Check-in counter and present yourself for passenger verification at the time provided under art. 6.3.1 to 6.3.3 you shall your seat occupied by another passenger from the waiting list.
- 6.3.5 As far your onward flights, passengers should obtain information about their check-in deadlines which, for the case of TACV flights can be obtained at our services or from our Authorized Agents.
- 6.3.6 The passenger identification document must be valid and contain the respective photograph, when applicable. Passengers must fully identify themselves at the time of check-in and boarding, upon verification of an identity document and the name on the Ticket of passage. Legal documents for identification, when original and valid, are those indicated in Regulation 2/2010 of March 11, which defines procedures for the identification of domestic and foreign passengers when boarding domestic and international flights at national aerodromes, namely:

- A. National or foreign, ordinary, or diplomatic service passport;
- B. United Nations passport;
- C. Identity card of a national citizen;
- D. Identification card of magistrate;
- E. Military identity card;
- F. Police identity card;
- G. Identification card of the personnel of the Judicial Police;

- H. National driving license;
- I. Professional portfolios issued by national bureaux;
- J. Residence card of a foreign citizen issued by the entity responsible for emigration and borders;
- K. The Personal Certificate or birth certificate, in the case of minors.

6.3.7 Within its competence, TACV shall ensure that the identity of each passenger intending to board a flight is ascertained at the check-in counter and at Boarding Gate. When there is any discrepancy, the passenger will not be accepted or boarded until the situation is elucidated and normalized.

6.3.8 TACV may validly refuse - without any liability - to transport Passengers who do not fully identify themselves or do not have all the necessary documents and visas for the travel. We will not accept photocopy of the necessary documents for the travel. Only original documents will be accepted.

6.4 Boarding

6.4.1 Passengers must be present at the Boarding Gate not later than the deadline specified by TACV at the time of check-in.

6.4.2 TACV may cancel the space reserved for you in case you do not arrive at the Boarding Gate on time.

6.4.2.1 TACV will not be liable to you for any loss or expenses incurred due to your in compliance with provisions of this Article.

ARTICLE 7 - REFUSAL AND LIMITATION OF CARRIAGE

7.1 Right to Refuse Carriage

7.1.1 TACV may refuse or suspend the carriage and onward carriage of a passenger or his baggage, under the terms and conditions of number 1 of article 5 Decree-Law No. 52/2006 published in the I Supplement Series to B.O. No 33 of 20 November if the carrier considers that:

- a) Your conduct aboard the aircraft may endanger the aircraft or any person on board;
- b) Your conduct obstructs the crew from performing their duties;
- c) You fail to comply with any instructions from the crew including but not limited to those relative to smoking and alcohol consumption;
- d) You behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew;
- e) You have committed misconduct on a previous flight, and such conduct may be repeated;
- f) You have insulted or verbally threatened or have behaved in a threatening, abusive, insulting or disorderly manner toward the ground or flight crew members;
- g) Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
- h) Refusing carrying you is necessary in order to comply with any laws, regulations and orders applicable in any country or State you travel from or to, or fly over. And the carriage of you or your baggage is likely to endanger or affect safety, health or seriously affect the comfort of other passengers or crew members;

- i) You have refused to submit yourself or your baggage to the necessary security control;
- j) You have not paid for the ticket, the applicable fare, taxes, charges or surcharges;
- k) You have presented an invalid ticket which has been acquired unlawfully; has been purchased or issued by an entity other than TACV or our Authorized Agent, or has been reported as being lost or stolen; is a counterfeit, or is ripped, mutilated, damaged or with changes that were not made by us or our authorized agent or you cannot prove that you are the person named in the ticket;
- l) You have not complied with the requirements of paragraph **3.4** above regarding the use and sequencing of coupons;
- m) You do not have valid travel documents, try to destroy them during the flight or, when requested, you refused to give the travel documents to the crew, against a receipt;
- n) You have failed to prove at Check-in or when boarding, you are the passenger whose name is indicated the reservation;
- o) You have failed to observe instructions from our ground or flight crew members with respect to security;
- p) You have failed to observe security instructions from the carrier or provisions of the airlines internal regulations;
- q) You are transporting unauthorized baggage;
- r) You made a bomb threat;
- s) You have committed criminal offenses during check-in, boarding or onboard the aircraft;
- t) The Immigration Services of the country you are travelling to or where you made a stopover has informed, orally or in writing, that they do not authorize you to enter the country, even if you have or appear to have valid documents;
- u) You have refused to submit yourself to a security inspection;
- v) You have been notified in writing by TACV and/or aeronautical entity that (they) will never be carrying you on TACV flights again;
- w) When on check-in or boarding, the passenger requires special assistance that was not requested during the travel reservation or in accordance with applicable regulations at least 48 hours prior to departure time in accordance with article **7.2**, and which the carrier can not provide;
- x) The passenger who has a reduced fare ticket or fare subject to special conditions unable to provide supporting evidence for the award of the fare and refuses to pay the fare difference;

7.1.2 The captain of the aircraft or the carrier may take all measures deemed necessary and reasonable to prevent the recurrence of such conducts.

7.1.3 The captain of the aircraft has authority over people and property onboard the aircraft. To maintain discipline on board, you can adopt the following measures:

- a) Prevent the boarding of passengers who are drunk, under the influence of drugs or substances that determine chemical addiction;
- b) Prevent the boarding of passengers who present themselves in costumes that violate the principles of public order;
- c) Order disembark, on the first stopover, of a passenger that is in one of the situations mentioned above; that has become inconvenient and annoying to other passengers and who refuses to obey instructions of the crew, jeopardize good order and discipline and endangers the security of the aircraft, people and property aboard.

7.1.4 Due to security reasons, it is prohibited the use of all types of electronic equipment during the take-off and landing. The use of walk-talks is prohibited during the entire flight. The use of other electronic equipment is permitted only with the consent of the crew members.

7.2 SPECIAL ASSISTANCE AND PEOPLE WITH REDUCED MOBILITY

Unaccompanied minors, persons with reduced mobility or disabilities, special needs, illnesses and pregnant women shall only be accepted for carriage in accordance with the standards of the carrier, subject to prior authorization by TACV.

Subsidiarily, TACV applies the Resolution 148/VII/2010 of 24 January, of the National Assembly of Cabo Verde approving, for accession, the Convention on the Rights of Persons with Disabilities, adopted at the General Assembly of the United Nations, on 13 December 2006 in New York, naming and reiterating the general principles of equality and non-discrimination enshrined in Articles 3 and 5 thereof.

7.2.1 Special Needs and Services

Special services are those services provided to Passengers by the CARRIER according to their needs or individual requirements.

Under Decree - Law no. 27/2015 of 6 May published in the I Series of BO No. 30 of the Republic of Cabo Verde, TACV, or its Agents, should not refuse, based on disability or reduced mobility to:

- a) Accept a reservation for a flight departing from an airport to which these terms and General Conditions of Carriage apply;
- b) Carry a disabled person or a person with reduced mobility at an airport to which these terms and CGT apply, provided that the person concerned has a ticket and a reservation considered valid;
- c) Passengers who have informed TACV of any special requirement or need, when booking or issuing and paying of the ticket, will be accepted and dealt with through prior evaluation and agreement.
- d) If a passenger requires a wheelchair of the type WCHC, WCHR, WCHS and declares himself/herself (either directly or through someone else on his/her behalf) as being autonomous (self-sufficient and capable of taking care of him/herself regardless of the physical needs, including during the flight), he/she will be allowed to travel unaccompanied and TACV will have no obligation to provide any on-board assistance other than those that have been declared by the passenger or someone on his/her behalf entailing special health, security or hygiene conditions or those stated herein;
- e) In addition to medical equipment, TACV may carry a maximum of two pieces of mobility equipment per person with a disability or a person with reduced mobility (PRM), including electric wheelchairs, subject to the condition of prior notice of at least, up to 48 hours before the flight departure time and any space limitations on board the aircraft, as well as the application of the relevant Dangerous Goods legislation.

In all that is not foreseen in the present terms and CGT, the Decree-Law n° 27/2015 of 06 of May, previously mentioned applies.

7.2.2 Carriage of Infants and Children

For all purposes of the air carriage service, a person who is not 12 years of age at the time of the flight is considered to be a minor.

- a) Due to health reasons, air travel is not recommended for newborns of less than 7 days;
- b) Infants are passengers up to 23 months of age (inclusive) and pay 10% of the adult tariff;
- c) Children under two (2 years) of age are not entitled to seat and should travel on the lap of parents or accompanying person;
- d) Submission of a valid identification document is also mandatory for minors (birth certificate, or personal ID card in domestic flights, identification card or individual passport);
- e) An adult may take at least one infant under the age of two years;
- f) Children aged 2 to 12 years of age pay 75% of the adult tariff.

7.2.3 Carriage of Unaccompanied Minors

- a) Children aged 5 to 12 years, including at the time of return date, may be allowed to travel unaccompanied but are subject to prior confirmation and authorization from TACV;
- b) Parents or legal guardians should not leave airport departure terminal until confirmation that the flight has departed;
- c) At destination, the carrier will only deliver the minor to the person previously indicated in the unaccompanied minor's document prepared prior to the departure at the point of origin, upon presentation of the identification document.
- d) A service is charged for carriage of unaccompanied minors, and subject to change, varying according to the route. The passenger must request information at TACV counters or at an Authorized Agent when soliciting the service;
- e) Customers should contact TACV counters or an Authorized Agent for information on requirements and necessary documents related to the travel of unaccompanied minors;
- f) Failing to meet the conditions required in this article, TACV may refuse to transport the child;
- g) Unaccompanied minors are not allowed to carry excess baggage, nor extra volumes as Checked Baggage, nor shall they carry animals as Hand Baggage;
- h) Unaccompanied minors must keep Hand Baggage to the minimum possible, with identification and contact information in or on the baggage, using the same identification and contact rule for checked/dispatched baggage;
- i) TACV will only charge you for service of unaccompanied minor, when the original travel is performed by us.

7.2.4 Carriage of Pregnant Women

7.2.4.1 Due to safety reasons and to prevent health issues, carriage of pregnant women is subject to the following conditions:

- a) The airline accepts to transport pregnant women without a medical statement only up to (8) eight weeks prior to the due date; however, a medical report may be requested if it is necessary to prove she has not exceeded 32 weeks of gestation;
- b) TACV will under no circumstances accept to carry pregnant women during the least four weeks of gestation;
- c) In case of emergency, TACV reserves the right to demand presentation of **MEDIF (Medical Information Form)**, authenticated by the hospital and/or her doctor.

7.2.4.2 The provisions above apply as well to the possible return date of travel, if it is the case.

7.2.5 Carriage of Sick Passengers

Passengers' health is their responsibility. When a passenger has any type of illness, TACV may transport them provided that the passenger assumes responsibility for any effect that the flight may produce on his health condition. There are certain conditions or illnesses that require written authorization for air travel by the passenger's physician to ensure that the passenger's health will not be affected during all phases of the flight until landing.

A **MEDIF form (Medical Information Form)** is compulsory, in relation to certain medical conditions and when the passenger is not in perfect health conditions.

It is the responsibility of the passenger to document or include in the reservation, information requesting the special services. TACV is not liable for not being able to provide the special services if information on the need for such services is not properly documented in the format established for that purpose (**Special Service Request "SSR"** in its acronym in English).

ARTICLE 8 - BAGGAGE

Baggage is considered to be clothes, articles and personal belongings necessary to dress, use, for the comfort or convenience of the Passenger in relation to their travel. Unless otherwise specified, this covers both Hand Baggage and Checked Baggage. Baggage includes also tools or instruments for work, related to the craft or profession of the Passenger, provided that it constitutes a reasonable amount. As far as possible, baggage must be carried on the same flight as the respective owner/passenger. All baggage must be delivered by the Passenger to the CARRIER, timely, at the designated counters at the airports.

The security of baggage in TACV is governed by applicable aeronautical legislation, namely the Civil Aviation Regulation - CV CAR 12 of April 08, 2015, published in II Series of BO 18/2015.

8.1 Unchecked Baggage

- 8.1.1 Due to security reasons and space, each passenger is authorized to carry only one Hand Baggage;
- 8.1.2 Hand Baggage may not exceed the allowed 5kg and dimensions may not exceed 55 x 35 x 25 cm (respectively, width, length and height);
- 8.1.3 If the limits set forth in Articles 8.1.1 and 8.1.2 are exceeded, TACV reserves the right to charge you for the Excess Baggage, carrying it according to weight and space availability;
- 8.1.4 Items carried in your Hand Baggage must be properly sealed and packed in accordance with the rules and regulations of civil aviation;
- 8.1.5 Items that are not in compliance with the restrictions of paragraphs 8.1.1 to 8.1.4 above shall be denied in the cabin but should be carried as Checked Baggage, except for the cases provided for in the norms of the carrier or when duly authorized by the carrier. Passengers may have to pay a service charge, separately.
- 8.1.6 The Carrier may adopt measures to make the restrictions on Hand Baggage more effective.

8.1.7 Your Hand Baggage should not contain items classified as dangerous for air travel and should also respect the restrictions and special instructions for the carriage of firearms as dealt with in a specific regulation.

8.2 Items that should only be carried in your Hand Baggage

- a) Personal medication necessary during the travel, accompanied by medical prescription;
- b) Electronic, electric and computer items and accessories;
- c) Money, checks and credit cards;
- d) Documents, security bills and business papers;
- e) Passports and other identification documents;
- f) Jewellery and precious metals or similar.

8.2.1 It is prohibited to carry items that could endanger the aircraft or persons or property on board, such as those specified in the Technical Instructions for Safe Air Transport of Dangerous Goods by the International Civil Aviation Organization (ICAO), the International Air Transport Association (IATA), and our regulations (on request, we will provide all additional information);

8.3 Checked Baggage

8.3.1 The baggage you deliver to be checked-in will be under the custody of TACV and a Baggage Tag will be issued for each baggage checked, in order to specify the weight and number of pieces checked-in.

8.3.2 Each Checked Baggage should contain a Personal Identification Tag with at least your name and address and should be duly closed to ensure safe transportation.

8.3.3 Unless due to reasons beyond TACV control, Checked Baggage will always be carried on the same aircraft as the passenger. If your Checked Baggage is transported on a different flight, it will be delivered to you unless the applicable law requires your presence for customs purposes.

8.3.4 Your Hand Baggage should not contain items classified as dangerous for air travel and should also respect the restrictions and special instructions for carriage of firearms as dealt with in a specific regulation.

8.3.5 Inappropriate items to be carried in the cabin, namely fragile musical instruments, that are not in compliance with the requirements of the above paragraph, shall only be accepted for carriage in the cabin if you inform TACV and TACV accepts in advance to carry them. You may have to pay an extra service charge.

8.3.6 TACV reserves the right to refuse baggage that presents minor damages at the time of check-in of baggage. TACV may accept baggage with minor damages, provided that the passenger signs the Limit Release.

8.3.7 The following, but not limited to, are considered minor damages:

- a) Small cuts, tears, scratched, dented, minor stains, dirt, broken locks;
- b) Damage to wheels, lower bottom of bag, handles, extendable handles and outer pockets
- c) Loss of protruding pieces of baggage, such as handles, pockets, locks, among others.
- d) Contents with articles that are prohibited and/or dangerous or which jeopardize the safety of the flight.

8.4 Free Baggage Allowance

8.4.1 Baggage Allowance you are permitted to carry free of charge is indicated in your ticket or, in case of an E-ticket, on your Itinerary/Receipt.

8.4.2 On international flights, Baggage Allowance may be equivalent to Piece Concept or weight, as per the criterion adopted in each area and in accordance with specific regulations.

8.4.3 If Weight Concept is applied, baggage allowance will be:

- a) For children aged up to 23 months inclusive, TACV will permit free transport up to 10 kg of hold baggage;
- b) Children over 2 years of age and adults may carry up to 20 kg of Checked Baggage in Economic Class and up to 30 kg in Business Class.

8.4.4 If the Piece Concept is applied, passengers are entitled to carry two pieces of 23 Kg each according to the tariff practiced.

8.4.5 Baggage Allowance may not be used to transport live animals.

8.5 Excess Baggage

8.5.1 Carriage of baggage that exceeds the Baggage Allowance, which is free of charge, is subject to an additional charge, which should be paid when the baggage is accepted and checked-in.

8.5.2 Passengers are allowed to transport baggage in excess of Baggage Allowance only if there is availability in the cargo compartment and in the flight, in which case some restrictions may be applied to the amount of Excess Baggage, including the refusal to transport any Excess Baggage.

8.5.3 If the Weight Concept is applied, passengers will have to pay an amount for the Excess Baggage carried, in accordance with the rate determined by the carrier and charged per kg.

8.5.4 If the Piece Concept is applied, Excess Baggage will be charged as follows:

- a) Number of pieces in addition to the allowance;
- b) Size beyond allowed dimensions;
- c) Weight beyond the weight allowed;
- d) A combination of the above.

8.5.5 Upon request by the passenger, TACV or an Authorized Agent will inform you of the applicable rates.

8.6 Equipement

Sporting goods and musical instruments that TACV accepts as Checked Baggage must be properly packaged and subject to an additional service charge which the passenger must pay at the check-in process. These goods are:

8.7 Bicycle

These should be properly packed in a box not exceeding 203 cm (sum of the 3 dimensions); it is advisable for the handlebar to turn in a 90° angle and be tied and the pedals should be tied as well. Passengers are advised to contact TACV or an Authorized Agent for tariff information.

8.8 Surfboards

8.8.1 Surfboards **not exceeding** 150cm in length are considered small-size sporting items and thus allowed to be carried in the cargo within the baggage allowance granted;

8.8.2 In case of **exceeding** 150cm in length, they are considered big-size sporting items and are not allowed to be included in the Baggage Allowance granted, and therefore, an additional fee is charged. For further information, passengers should contact TACV or an Authorized Agent.

8.9 Windsurf Boards

8.9.1 For the transport of windsurf boards, it is applied rates determined by TACV

8.9.2 Carriage of surfboards is subject to some conditions:

- a) Surfboards must be carried in their specific bag;
- b) If carrying more than one surfboard in one bag, passengers will pay the tariff for each one.

8.9.3 Check with TACV counters for the conditions of carriage of other equipment;

8.10 Musical Instruments

Each instrument shall be covered by a special material which is sufficiently strong to withstand the normal handling of the transport. If the passenger wishes to carry Hand Baggage, a musical instrument whose dimensions do not allow the instrument to be placed in the hand baggage compartment located on the top of the seat, or if the passenger wishes to carry the instrument on a seat, he/she shall pay the rate consistent to the seat stated.

8.11 Right to Conduct Searches

8.11.1 For reasons of safety and security, your baggage is subject to a search using scan or x-ray under the responsibility of airport authorities. If you are not available, your baggage may be searched in your absence by airport authorities for the purpose of determining whether your baggage contains any of the items described in **8.3** or any firearms, ammunition or weapons, which have not been allowed in accordance with paragraphs **8.3.4** to **8.3.6** above and; if any irregularity is found, the baggage will not be carried.

8.11.2 If you are unwilling to comply with such request, TACV may refuse to carry you and your baggage. In the event an x-ray or scan search causes damages to your baggage, TACV shall not be liable for such damage unless they are due to the airline's fault or negligence.

8.12 Items Unacceptable as Baggage

8.12.1 **You must not include in your baggage:**

- a) Items which are likely to endanger the aircraft, persons or property on board the aircraft, such as those specified in TACV regulations: transportation of such items is prohibited by the laws, regulations and relevant decisions of any State that is a point of departure or destination (further information will be provided on request) and of ICAO (International Civil Aviation Organization);
- b) Items which, considering namely, the type of aircraft used, are reasonably deemed inappropriate by TACV to be carried because they are either dangerous or unsafe or because of their weight, size, shape or nature, (because they are fragile or perishable). Further information on unacceptable items will be made available on request;
- c) TACV will inform you, through its website (www.flytacv.com) and/or available posters, of items prohibited in baggage.

8.13 Dangerous Items

8.13.1 The following are considered Dangerous Items:

- a) Explosives, firearms, hunting weapons, munitions, empty cartridges, pyrotechnic materials, fireworks and incandescent material;
- b) Sharp-cutting material, and other weapons (scissors, knives, razors, razor blades, etc.);
- c) Gases (inflammable, non-inflammable, highly refrigerated and poisonous such as camping gas, oxygen and aerosol);
- d) Inflammable liquid used as lighter fuels, heating and others such as paint and dissolvent;
- e) Inflammable solids (matches, and easily inflammable items);
- f) Oxidizing substances such as lime, chemical bleaches;
- g) Corrosive material (mercury, acids and corrosive liquid batteries);
- h) Toxic substances (batteries, poison, etc.) and infectious (insecticide, etc.);
- i) Biological agents (bacterias, virus, etc.);
- j) Car parts (mufflers, lubricants, pneumatic, window-shields etc.);
- k) Any type of lighters (zippo, gas, rechargeables, etc.);
- l) Alarm devices;
- m) Others subject to the resolutions and practices recommended by the IATA on air transport of Dangerous Goods.

8.13.2 The list of items in **8.13.1** is not exhaustive and may be expanded by a specific legislation. See the relevant legislation.

8.13.3 The owner of the baggage is liable for damages that may be caused to the carrier or any other, due to incompliance with prohibitions stipulated under this article.

8.13.4 It is strictly prohibited to carry firearms, munitions and other weapons as baggage. Incompliance may entail punishment by imprisonment. However, they may be allowed as Checked Baggage, as long as some specific requirements are respected, and the passenger is obliged to inform TACV of the intention to transport them at the time of making reservation. Passengers must obtain a specific authorization from the aeronautical authority to carry weapons. Specific restrictions and instructions provided in the specific legislation must also be respected in order to be able to carry firearms and weapons.

8.13.5 TACV must ensure that passengers who wish to carry firearms or other dangerous items on aircraft will hand them over at Check-In, in the presence of a Law Enforcement Agent, after verification of the registration and authorization for use and possession. Firearm or dangerous item will be returned to you at the airport of destination in the presence of a Law Enforcement Agent or Customs Agent.

8.13.6 When returning the firearm or dangerous item to your custody, TACV should ensure that it is unloaded or inactive, and they cannot be carried in any part of the aircraft with access to passengers. Ammunition for sporting arms shall be carried as Checked Baggage.

8.13.7 Ammunition for war weapons can only be carried onboard civil aircrafts on commercial flights upon authorization from the aeronautical authority, and are subject to special carriage norms.

8.13.8 Ancient weapons such as swords, penknives and similar items may be allowed as Checked Baggage but cannot be allowed for carriage in the cabin.

8.14 Carriage of Valuable Items

8.14.1 You must not include in Checked Baggage cash, jewelry, and precious metals, electronic equipment, computers and accessories, reception and projection equipment (LED displays, LCD, TV, etc.), negotiable papers, guarantees or other securities, business documents, passports and other Identification Documents, samples and fragile and perishable items should not be placed in your Checked Baggage.

8.14.2 If, despite being prohibited or not accepted for carriage, any item referred to in 8.13.1.1, are included in your baggage, TACV shall not be liable for any loss or damage to such items. We may accept baggage in these conditions, whenever the passenger signs the Baggage Acceptance Form with Limit Release.

8.15 Recommendations:

- a) For safety reasons, passengers should not carry baggage of persons they do not know, as they will be liable for the resulting consequences;
- b) You should not in any way leave your baggage unaccompanied at any time during your travel;
- c) Alcoholic beverages are allowed as long as they are properly packed for travel and must not exceed 2 liters per passenger;
- d) Each passenger is allowed to carry 2 boxes of tobacco.

8.16 Right to Refuse Carriage

- 8.16.1 For safety reasons, TACV may refuse to carry as baggage those items listed in paragraphs 8.13.1. and 8.13.2 and may refuse to continue to carry any of those items once they are discovered.
- 8.16.2 TACV may refuse to carry as baggage any item reasonably considered inappropriate because of its size, shape, weight, contents or nature, or for safety reasons or the comfort and convenience of other passengers.
- 8.16.3 TACV may refuse to carry as baggage any item that, in their reasonable understanding, is not properly and securely packed in proper packaging. Being requested, TACV shall report on unacceptable packages and packaging on board aircraft.
- 8.16.4 TACV has no right to custody of any baggage or item refused;
- 8.16.5 TACV may refuse to carry any Excess Baggage that has not been paid for;
- 8.16.6 TACV may refuse to transport live animals if travel conditions are not in accordance with the laws and regulations of the country of origin, transit and destination;
- 8.16.7 TACV may refuse to carry passengers' Checked Baggage who only contacted Check-In after check-in deadline.

8.17 Collection and Delivery of Checked Baggage

- 8.17.1 Subject to paragraph 8.13.2, 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. If your Checked Baggage is not claimed within 3 months from the date you were notified of its arrival, we may dispose of the baggage and shall not be liable for it;
- 8.17.2 Only the bearer of the baggage check (if one has been issued) and baggage identification tag, is entitled to receive the Checked Baggage.
- 8.17.3 If a person intends to claim a Checked Baggage and does not show the baggage check (if one was issued) or baggage identification tag, TACV will only deliver the baggage if the person proves to have the right to receive it.
- 8.17.4 Receiving the baggage without making any complaints entails that it was delivered in perfect conditions and according to the the transportation document.

8.18 Liquids

In order to protect passengers from all types of threats from explosive liquids, AAC (Civil Aviation Authority) approved security measures that are restricting the amount of liquid allowed to pass through the screening points.

8.18.1 As security measures, restrictions on carriage of liquid apply to:

- a) All passengers;
- b) At the screening points at all airports in CV;
- c) All destinations.

8.18.2 Passengers are not allowed to carry liquids in their cabin baggage, unless when in individual containers not exceeding 100 milliliters or equivalent to (100g/3 Oz), packed in a sealed plastic transparent bag that can be opened and closed. Items should properly fit in the plastic bag in order to be easily opened and closed and allow seeing and identifying the content.

8.18.3 Liquid is considered to be:

- a) Water and other drinks, soup and syrups;
- b) Gels, including hair gel;
- c) Pastes, including toothpaste;
- d) Other items of similar consistency;
- e) Lotions, including perfumes and shaving cream;
- f) Aerosol and other pressurized recipients.

8.18.4 The following are not included in the category of liquids referred to in paragraph above:

- a) Liquids necessary for the entire travel² for medical purposes, with medical prescription and proof of authenticity of the liquid object of exemption;
- b) Liquids necessary for the entire travel to satisfy special dietary needs, with a medical report;
- c) Baby food.

8.18.5 These restrictions do not apply to liquids purchased and packed in sealed bags at shops located beyond the boarding card control point.

8.18.6 The secure sealed bags referred to in the previous paragraph should never be opened before the security screening point and should, whenever possible, be kept sealed and secured until the final destination is reached, especially if passengers are taking connecting flights before the final destination, otherwise they may be confiscated at the following screening point;

8.18.7 These measures are not applied to baggage presented at *check-in counters* to be carried as checked baggage or cargo.

8.19 Animals

8.19.1 Live animals may be carried on commercial aircraft, in a compartment intended for carrying baggage or in the cabin.

8.19.2 The carriage of animals depends on the type of aircraft used while animals up to 5 kg in weight may be allowed as cabin luggage.

²Necessários para consumo durante os voos e estadia. Quando solicitado, o passageiro terá de fornecer ou fazer prova de autenticidade do líquido objecto de isenção, através da prova gustatória ou epidérmica.

8.19.3 Animals weighing over 5kg will be allowed as Checked Baggage or cargo and are subject to the following:

- a) You may ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and immunization 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 TACV, which are available upon request;
- b) Acceptance of an animal as baggage along with its cage and food cannot be included as baggage allowance, which is free of charge. For this, passengers will be charged a tariff equivalent to excess weight;
- c) Certified guide-dogs, accompanying passengers with disability will be carried free of charge in the cabin in addition to the normal free baggage allowance, subject to conditions specified and which are available upon request;

8.19.4 Notwithstanding the norms of liability of the Convention or other applicable laws, TACV cannot be liable for injury to or loss, sickness or death of an animal that it allowed to be carried, unless TACV has been negligent.

8.19.5 TACV shall not be liable for any situation in the event one of such animals does not have the necessary and proper documentation: exit, entry, health and other documentation for entry or transit in any country, State or territory.

8.19.6 Some canine breeds are not accepted for carriage, namely Pit-bull terrier, American Pit-bull, Bull-terrier, and Brazilian Queue among others. Such information will be provided upon request.

ARTICLE 9 - SCHEDULES AND CHANGES TO THE CONTRACT (delays, cancellation of flights and overbooking)

9.1 Schedules

9.1.1 Flight schedules and routes indicated on tickets, timetables or by any other means may vary if necessary, without prior notice, and the carrier will not be held liable, in cases of Force Majeure, under the terms of the relevant legislation. TACV may also replace their flights with other carriers, use other aircraft and change or eliminate stopovers indicated on the ticket, if needed, without prior notice.

9.1.2 In case the replacement by another flight operator without prior notice is not acceptable, you are entitled to a refund or to travel on the first available flight of the carrier, if seats in the same class where reservation was made are vacant.

9.1.3 Before accepting your reservation, we shall inform you of the scheduled time of flights which will also be indicated on your ticket. It could be that TACV may have to change the scheduled time of the flight after your ticket has been issued. You should provide us with your contact so that you may be informed at the point of origin and destination of any changes to the schedules.

9.1.4 If, after you have bought your ticket, TACV makes substantial changes to the scheduled time of the flight and if the new scheduled time is not acceptable to you and TACV is unable to ensure reservations on other flights that are acceptable, you are entitled to a refund in accordance with the provisions under paragraph 10 below.

9.2 Changes to Contract of Carriage

9.2.1 Flight Delays

9.2.1.1 The airline will ensure that carriage of you and your baggage shall be handled with the utmost punctuality possible. Established flight schedules may be subject to changes, for technical and/or operational reasons.

9.2.1.2 TACV will take necessary measures to avoid delays in carrying you and/or your baggage. Among those measures and in order to avoid flight cancellation, we may under exceptional circumstances be able to provide a flight operated in our behalf by another carrier and/or aircraft.

9.2.1.3 The airline will seek to limit changes of flight schedule to the least necessary possible and will try to contact passengers at the earliest.

9.2.1.4 Where TACV has reasonable grounds to foresee that concerning the scheduled time of departure, a flight will be delayed by two hours or more or if there is a delay of the same period, passengers are offered³:

- a) Meals and non-alcoholic beverages in reasonable proportion to waiting time;
- b) Accommodation in a hotel, if it becomes necessary to stay for one or more nights, or if it is necessary to stay longer than that expected by the passenger;
- c) Transfer between airport and the place of accommodation, hotel or other.

In addition, passengers are entitled to telephone calls, telex, fax messages or e-mail messages to contact family members or the like, free of charge.

9.2.1.5 When delays exceed the reasonable⁴ period of time, passengers may request a refund of the ticket for the portion or portions of travels not flown or for the portion or portions flown if the reasons for traveling cease to exist but, if not, for a return flight to the initial point of departure, under the following terms:

- a) Within seven business days, for total amount of the ticket purchased for the portion or portions of travels not flown; and if the flight has no longer any purpose in regards to your initial travel plan, a refund for the portion or portions already flown, and cumulatively, when appropriate, at the earliest free return flight back to the point of origin;

³ Consulte o regulamento aplicável sobre o tempo de atraso mínimo a partir do qual a companhia dá assistência.

⁴ Consulte o regulamento aplicável sobre o tempo de atraso mínimo a partir do qual pode solicitar o reembolso à companhia www.aac.cv

- b) Re-routing, under equivalent conditions of transport, to passenger's final destination at the earliest opportunity, or;
- c) Re-routing, under equivalent transport conditions to passenger's final destination and at his/her convenience, subject to seats availability.

9.2.2 Refusal to Board

9.2.2.1 TACV will take necessary measures to avoid cancellation or refusal to board in carrying you and/or your baggage. Exceptionally, such measures may include resorting to a flight operated on behalf of TACV by another carrier and/or aircraft.

9.2.2.2 Refusal to board is when a passenger whose reservation on a flight confirmed by TACV Cabo Verde Airlines, does not board the flight, even after having fulfilled the requested check-in and/or boarding formalities due to reasonable situations such as health, security reasons or lack of relevant travel documentation.

9.2.2.3 In case of overbooking, the airline shall offer compensation to passengers who are confirmed but volunteer not to travel.

9.2.2.3.1 The compensation referred to in this paragraph shall be negotiated between this passenger and TACV.

9.2.2.4 Passengers who were denied boarding are entitled to:

- a) Food adequate to the waiting time;
- b) Hotel accommodation, if necessary ;
- c) Transfer between airport and hotel;
- d) Up to two telephone calls, Internet services, e-mails and fax;

9.2.2.5 Re-routing or Refund

In addition to the assistance provided for in paragraph **9.2.2.4**, passengers may also choose being re-routed to their final destination on the Ticket or being refunded for the Ticket.

9.2.2.5.1 Re-routing shall take place under the following conditions as agreed with passenger:

- a) Re-routing and protection in similar conditions of transport to the final destination, at the earliest possible; or
- b) Re-routing and protection in similar conditions of carriage at a later date and subject to seat availability.

9.2.2.5.2 Refund of unused portion of a ticket, if applicable, may be done under the following conditions:

- a) Within 7 days, for the total amount of the ticket purchased for the unused portion or portions; or

- b) If the flight has no longer any purpose in regards to your initial plan, a refund for the portion or portions of the ticket already traveled and, cumulatively, when appropriate, a free return flight back to the point of origin at the earliest.

9.2.3 Cancellation of Flights

9.2.3.1 In the event flights are cancelled, passengers are entitled to the same rights as passengers who were denied boarding. If the passenger was not informed of the flight cancellation at least 15 days in advance of the travel date or, in other words:

- a) Assistance under article 8, paragraph a), b) and c) of DL 35/2006 of 26 June, BO n° 18, Series I;
- b) Refund or re-routing under paragraphs a), b) and c), contained in **9.2.1.5**, above;
- c) Compensation based on applicable norms on evidenced damages, in case an agreement with the passenger is not reached.⁵

9.2.3.2 You are not entitled to compensation when advised of flight cancellation at least 14 days in advance of the date of cancellation, in other words, if the passenger was advised:

- a) Two weeks in advance and passenger was assured re-routing under satisfactory conditions, as long as the time of arrival at destination does not exceed one hour in relation to the initial booking;
- b) Between (2) two weeks and (7) seven days prior to departure time, and you are assured re-routing in satisfactory conditions, as long as the time of departure does not exceed two hours in relation to the initial plan and as long as the time of arrival at destination does not exceed (4) four hours in relation to the initial arrival time;
- c) Seven (7) days prior to departure and you are assured re-routing in satisfactory conditions, as long as the time of departure does not exceed one hour in relation to the initial plan and as long as the time of arrival at destination does not exceed 2 hours in relation to the arrival time on your initial reservation.

9.2.4 In any one of the situations referred in paragraphs **9.2.1**, **9.2.2** and **9.2.3** above and, unless stated otherwise in the Convention or any other relevant law, namely, the Decree-Law n° 35/2006 of 26 June, published in the Official Bulletin n° 18 Series I, the options mentioned in each of the paragraphs are the only ones available to passengers and TACV will not be liable to passenger in any other way.

9.2.5 Unless stated otherwise in the relevant principles and norms, including case law, the right to compensation shall not apply to passengers who have voluntarily agreed to transfer their reservation in accordance with paragraph **9.2.2.3** of these terms and CGT.

⁵ Consulte a legislação aplicável ao seu voo, disponível em anexo.

9.2.6 Downgrading and Upgrading

9.2.6.1 When due to no fault of the passenger there is change to the service class from a lower to higher class, the passenger shall not owe the difference in price and the carrier cannot demand any additional payment.

9.2.6.2 When there is change to the service class from a higher to lower class, the airline should refund the passenger the difference of the ticket amount, in accordance with the modalities provided for in the relevant legislation.

9.2.6.3 If passengers use miles/points under the **TACV CLUB Program** for upgrading, such miles/points shall be charged to passenger's personal account.

9.2.7 Changes to the Ticket

9.2.7.1 When passengers request change to the original travel itinerary, either before or after beginning of travel, but within the ticket's period of validity, the issuing airline should replace the ticket and may make adjustments to the the tariffs or exchange rate fluctuations that may have occurred during the period of validity;

9.2.7.2 In the case of tickets purchased on TACV's website-www.flytacv.com, request for cancellation or change can be directed to one of the TACV counters, closest to the customer or to one of the email addresses: callcenter@tacv.aero and flytacv@tacv.aero, and unless the Internet sales channel does not allow it;

ARTICLE 10 - REFUNDS

10.1 General

10.1.1A Ticket or any unused portion of it, as well as any taxes, fees and charges will be refunded according to our tariff rules or relevant "Tariffs" as follows:

- a) To the person named in the Ticket;
- b) If a Ticket was paid for by a person other than the passenger named in the Ticket, and the ticket indicated that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, the sponsor, or a person indicated by the sponsor.

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; or cause you to miss a connecting flight on which you hold a reservation or refusal to carry a passenger against whom there is a notice of prohibition, the amount of the refund shall be:

- a) If no portion of the ticket has been used, an amount equal to the fare plus the taxes, fees or charges evidently paid, according the relevant law;

- b) If a portion of the ticket has been used, the refund will be no less than the difference between the fare paid and the fare for the segments used. In accordance with relevant law, we will take into account the amount of taxes, fees and charges paid or due.

10.3 Voluntary Refunds

10.3.1 If the passenger is entitled to a refund of ticket for reasons other than those set out in paragraph 10.2 above, the amount of the refund shall be:

- a) Refund of full sum paid, under the terms of n° 1 of article 12, of Decree-Law 35/2006, after payment of a service charge, as long as the refund request is filed along with the reservation cancellation, at least 24 hours prior to flight departure.
- b) Passenger in whose name the reservation was made and ticket was issued is not entitled to any refund less than 24 hours prior to the flight departure, except under circumstances set forth in number 2 and 3 of Article 12 of Decree-Law 35/2006.

10.3.2 This regime is not applied to domestic tickets combined with international operations, as they are covered by specific regulations.

10.4 Refund of Tickets Purchased Online (www.flytacv.com)

10.4.1 Refund of tickets purchased on the TACV site, where permitted, will be done at one of the TACV counters nearest to the customer, or via the online sales support, to the e-mail addresses: callcenter@tacv.aero and flytacv@tacv.aero, unless the Internet sales channel or the sales site on the Internet does not allow it.

10.4.2 Once the refund request has been submitted, the reservation will be automatically canceled and the process of returning the amount to the account the customer used in the respective purchase begins.

10.4.3 Tickets purchased online at virtual travel agencies, which are not linked to TACV website, will be managed and refunded by them.

10.4.4 Internet Refunds

Refunds of Tickets paid through credit cards will only be credited to the accounts used for the purchase of that Ticket. The amounts refundable by TACV shall be stipulated in accordance with the rules set forth in this article; only in the amount and currency used to purchase the Ticket. The amount to be credited to the Credit Card account may vary from the amount initially charged for the purchase of the Ticket due to conversion differences. These variations are unrelated to the Airline, and no complaints against us are allowed.

10.4.5 If you have questions or need clarification contact the TACV Call Center - Telephone: + 238 2608260, e-mail: callcenter@tacv.aero, flytacv@tacv.aero, or an Authorized Agent closest to you.

10.5 Refund on Lost Ticket

10.5.1 If you lose your Ticket or Tickets, or a portion or portions thereof and manage to provide TACV with satisfactory proof of the loss and pays a reasonable administrative fee, you shall be refunded as soon as possible after the expiration of validity period of such Ticket, provided that:

10.5.1.1 The lost ticket or portion of it has not been used, has not been previously refunded or replaced (unless such use, refund or substitution has resulted from negligence of TACV).

10.5.1.2 The person to whom the refund is made, undertakes to return the amount refunded, as indicated by TACV, in case of fraud and/or to the extent that his lost Ticket or the portion thereof has been used (unless such fraud or use has resulted from negligence on our part).

10.5.1.3 In case TACV or our Authorized Agent loses your Ticket or portions thereof, such loss shall be liable to us.

10.6 Right to Refuse Refund

10.6.1 TACV may refuse a refund where application is made after the expiry of the validity of the ticket.

10.7 Currency

In accordance with applicable laws, fees and charges may be paid in any currency accepted by TACV, unless otherwise indicated by TACV or relevant law. When payment is made in the country of departure, in a currency other than the currency where the fare is published, the exchange rate for that payment shall be calculated according to the bank purchase rate decided by the TACV on the day the ticket is issued.

10.7.1 Refund may be made in the same manner and the same currency used to pay for the ticket;

10.7.2 If a Ticket has been paid by a person other than the Passenger designated therein and the Ticket indicates that there is a refund restriction, we will only refund it to the person who paid it or to someone designated by the person;

10.7.3 Except in the case of a lost Ticket, refunds will only be made upon delivery of the Ticket and all unused Flight Coupons.

10.8 Person to Whom Refund will be Made

10.8.1 Unless as otherwise provided in this Article, refund is made to the person in whose name the ticket was issued, or to the person who paid the Ticket, provided that credible proof of such payment is presented;

10.8.2 If a Ticket has been paid by a person other than the Passenger designated therein and the Ticket indicates that there is a refund restriction, TACV will only refund it to the person who paid it or to someone designated by the person;

10.8.3 Except in the case of a lost Ticket, refunds will only be made against delivery of the Ticket and all unused Flight Coupons;

10.8.4 Refund shall be made to any person provided that he presents the Ticket and all unused Flight Coupons, or presents himself as the person to whom refund may be made under paragraphs 10.8.1 and 10.8.2 above.

ARTICLE 11 - CONDUCT ABOARD AIRCRAFT⁶

11.1 General

If the conduct of a passenger aboard the aircraft does not comply with the legislation in effect and may 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, TACV may take such measures as it deems necessary to prevent continuation of such conduct, including restraining the passenger. Passengers may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

Conduct aboard our aircraft is governed by these terms and General Conditions of Carriage, in accordance with Decree-Law no. 52/2006 of 20 November, as a reference of its application.

11.2 Use of Electronic Devices

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

11.3 Non-smoking Flights

All TACV VR Flights are non-smoking flights. Smoking is prohibited in all sections of the airplane.

ARTICLE 12 - ADDITIONAL SERVICES

12.1 If we also provide the Passenger with additional services other than air transportation, or if we issue a ticket or voucher for transportation (other than air transportation) or services to be provided by a third party, such as hotel reservations or car rental, TACV will be acting only as an agent. The terms and conditions of the third-party service provider are those applicable by them under equal circumstances.

12.2 If we are also providing land transportation, other conditions may apply to such surface transportation. Such conditions are available upon passenger's request.

⁶ Consultar regulamento sobre passageiros desordeiros em terra e a bordo (www.aac.cv).

ARTICLE 13 - ADMINISTRATIVE FORMALITIES

13.1 Customs Inspection

If required, passengers shall attend inspection of their baggage conducted by Customs, Law Enforcement or other Government officials. TACV is not liable to you for any loss or damage suffered by you in the course of such inspection or because you failed to attend it.

13.2 Security Inspection

You shall submit yourself and allow that your baggage be submitted to any security controls conducted by Customs, TACV or Government officials, airport officials or officials of Carriers.

13.3 Passenger Data Transmission

According to relevant laws, TACV is authorized to transmit your personal data and those of your reservation, to national or foreign authorities (including US and EU), if requested by these authorities in the application of laws and regulations, with regard to the carriage of passengers and baggage.

ARTICLE 14 - SUCCESSIVE CARRIERS

Carriage to be done by TACV and other Carriers under one ticket, or a Conjunction Ticket, is regarded as a single operation for purposes of the Convention. However, your attention is drawn to Article 15 below.

ARTICLE 15 - LIABILITY FOR DAMAGES

15.1 The liability of TACV Cabo Verde Airlines and each Carrier involved in your journey will be determined by their respective Terms and Conditions of Carriage.

15.2 The carrier is liable for damage resulting from delay in the carriage of passengers, baggage or goods by air. We shall not, however, be liable for the damage resulting from delay if we prove that we or our employees or agents have taken any measures which could reasonably be required to avoid injury or that it was impossible for us to take such measures.

15.3 TACV liability provisions are as follows:

15.3.1 Any liability that TACV has for damage shall, in accordance with relevant law, be reduced by any negligence of the passenger that caused or contributed to the occurrence of such negligence;

15.3.2 Unless otherwise stated in these Conditions, we will only be liable for compensating damages regarding losses and costs proven under the terms of Montreal Convention;

15.3.3 The Carriage Contract, namely, these Conditions of Carriage and the liability exclusions or limitations, are applied to our agents, workers, employees, representatives and managers of TACV. The total amount obtainable will not exceed TACV's own liability, if any;

15.3.4 Unless otherwise stated, these Conditions of Carriage will not in any way implicate renouncing to any exclusion or limitation in of TACV's liability under the terms of the Convention or other relevant laws.

15.4 Compensation in Case of Death or Physical Damages

15.4.1 If the Montreal Convention applies, TACV is liable only for damage caused in the event of the death or personal injury of a passenger if the accident which caused the death or injury occurred on board the aircraft or during a boarding operation or landing;

15.4.2 TACV shall not exclude or limit its liability for the damages referred to in paragraph **15.4.1** above which do not exceed 113,100 Special Drawing Rights per passenger;

15.4.3 TACV shall not be liable for damages referred to in paragraph **15.4.1** of item **15.4** (Compensation in case of death or physical damage) exceeding 113,100 special drawing rights per passenger if we prove that:

15.4.3.1 Such damages were not due to negligence or other willful act or omission of TACV, or our employees or agents;

15.4.3.2 Such damages were caused solely by negligence or other willful act or omission of the third party.

15.4.4 Without delay and within 21 (twenty-one) days after having determined the identity of the person entitled to compensation, TACV will provide the person the necessary advance to cover immediate economic needs, in the amount proportional to the damage suffered.

15.4.5 Providing the advance does not mean in any way our acknowledgement of liability. The amount given in advance will be deducted from the full amount to be given in the future based on the airline's liability.

15.4.6 TACV shall not be liable for any illness, injury or condition, namely death, due to the physical condition of the passenger, nor if the physical condition of the passenger worsens.

15.5 DAMAGE TO BAGGAGE

15.5.1 TACV is liable for damages occurred during carriage or during the flight segment where our Carrier Designated Code appears in the field "Carrier" of ticket for that particular flight or flight segment in question. If a ticket is issued or baggage checked-in to be carried by another carrier, TACV will be acting only as an agent to the other carrier.

15.5.2 With regard to Checked Baggage, you may file a complaint with the contracting operator or carrier.

15.5.3 If the weight of the Checked Baggage is not written on baggage ticket, we will assume it does not exceed the Baggage Allowance which is free of charge for your flight class.

15.5.4 When carrying baggage, the carrier's liability in case of destruction, loss, damage or delay is limited to 1,131 special drawing rights per passenger, unless special statement of interest in the delivery at the destination is made by the passenger when the baggage is delivered to the carrier and upon payment of any additional amount. In that case, the carrier shall be liable for the payment of an amount equal to or less than the amount stated, unless it proves

that that amount is greater than the passenger's actual interest in the delivery at destination.

- 15.5.5 The airline will not be liable if damages have resulted from a defect, nature and vices of the baggage itself.
- 15.5.6 The airline will not be liable for minor damages caused to a baggage such as scratches, nicks, dents, damages to wheels or handles or other similar damages.
- 15.5.7 In the case of Unchecked Baggage, including personal belongings, the airline is liable for damages caused by the fault of the carrier, its workers or Authorized Agents.
- 15.5.8 TACV is not liable for any damages caused by your baggage. You will be liable for any damage caused by your baggage to others or the belongings of others, including your own belongings and those of the carrier.
- 15.5.9 TACV will not be liable in any way for damages to items that should not be included in your baggage, in accordance with the provisions in paragraph **8.12 (Items not accepted as Baggage)**, namely fragile and perishable items, valuables such as money, jewelry, precious metals, computers and personal electronic devices, shares, business documents, passports and other identification documents.

15.6 DAMAGE TO PASSENGERS

- 15.6.1 In case of delay in carrying passengers, and unless there is proof that TACV, its employees or agents did not take all reasonably possible measures to avoid the damage or that it was impossible to adopt such measures, the liability for damages caused by delays in carrying passengers is limited to the equivalent of 4,694 DSE per passenger;

15.7 DAMAGES IN CARRIAGE OF GOODS

- 15.7.1 In TACV, freight transport is governed by the terms and conditions of the Montreal Convention. With regard to carriage of goods, the carrier's liability in the event of destruction, loss, damage or delay is limited to 19 special drawing rights per kilogram, unless otherwise specified by the consignor at the time of delivery of the goods to the carrier and upon payment of any additional amount. In that case, the carrier shall be liable for payment of an amount equal to or less than the declared amount, unless it proves that this amount is greater than the true interest of the consignor in the delivery at destination;
- 15.7.2 Provisions for damages in the carriage of goods shall not apply if it is proved that the damage resulted from an action or omission of the carrier, its employees or agents, committed with the intent to cause damage or recklessly and in the knowledge, that damage could probably occur. Where such act or omission has been committed by an employee or servant, it must also be established that the worker or servant acted in the performance of their duties.

ARTICLE 16 - CLAIMS AND ACTIONS

16.1 Complaints Related to Baggage

16.1.1 Acceptance of baggage by the bearer of Baggage Check without complaints at the time of its delivery, unless proven otherwise, constitutes a presumption that it was delivered in good condition and in harmony with the contract of carriage.

16.1.2 If you wish to file a claim for damage to your baggage, you must notify us immediately after you discovered the damage, at the least, within seven (7) days of receipt of the baggage.

16.1.3 In case of delay, the complaint should be filed at latest within twenty-one (21) days from the date the baggage or goods were placed at your disposal.

16.1.4 Every such complaint must be made in writing.

16.1.5 If the carrier that operates the flight is not the contracting carrier, passengers are entitled to file a complaint or request for compensation to both carriers.

16.1.6 If the name or code of a carrier is indicated in the ticket, the indicated carrier is the contracting carrier.

16.2 Limitation of Actions

Any right to damages shall extinguish if an action is not filed within two (2) years of the arrival date 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 law of the competent court.

ARTICLE 17 - OTHER CONDITIONS

Carriage of passengers and their baggage is also provided in accordance with some regulations and conditions that apply to or were adopted by TACV. These regulations and conditions, with their relevant modifications, are important and are namely related to restrictions on the use of electronic equipment and devices, smoking and consumption of alcoholic beverages onboard, passengers with reduced mobility, prohibited items in baggage and limits on baggage measurements, size and weight. Such regulations and conditions are available upon request.

ARTICLE 18 - INTERPRETATION

The title of each Article in these General Conditions of Carriage is for convenience only and should not be used for interpreting the text. The General Conditions of Carriage of TACV are available in Portuguese and English. In case of discrepancies, the Portuguese version shall prevail.

ARTICLE 19 - JURISDICTION

Unless otherwise stated in these General Conditions of Carriage, the Convention or any other relevant law, any dispute relating to the contract of carriage between the Passenger and TACV Cabo Verde Airlines shall be subject to the jurisdiction of the Courts of Cabo Verde, excluding thus, all other courts.

ARTICLE 20 - MODIFICATION AND WAIVER

None of our agents, workers, employees or representative have authority to alter, modify or waive any provision of these Conditions of Carriage without the prior authorization of TACV Cabo Verde Airlines Authorizing Officer.

ANNEXES - Applicable Regulations:

- a) **AERONAUTICAL CODE** of Cabo Verde approved by Legistaive Decree nr.1/2001, of August 20;
- b) **MONTREAL CONVENTION**: The convention Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, on 28 May 1999, approved by accesession through Resolution n° 103/VI/2004, of June 21;
- c) **DECREE-LAW N° 35/2006** that establishes the right of passengers in case of refusal to board against will, flight cancellation and delays and defines the relevant regime of penalties, published in Official Bulletin N° 18, Series I, of 26 June 2006;
- d) **REGULATING DECREE N° 03/2006** that approves the regulation which establishes the amount of compensation in case of destruction, loss, damage to baggage and goods in air transportation, published in Official Bulletin n° 18, Series I, of 26 Junho, 2006;
- e) **Regulation UE-CEE N°261/2004** of the European Parliament and Council which establishes the common rules for compensation and assistance to passengers of carriers in case of refusal of boarding and cancellation or considerable delay of flights (applied on TACV operations originating in a Union Member State);
- f) **SECURITY DIRECTIVE ON THE CARRIAGE OF LIQUID IN HAND BAGGAGE**, approved by AAC, (Civil Aviation Authority) through DS010-AVSEC-AAC/06, which restricts carriage of liquids in hand baggage;
- g) **DECREE-LAW N° 52/2006** which presents and represses certain offenses committed on board a civil aircraft on commercial flights by disorderly passengers;
- h) **Regulation N°2 / 2010**, of March 11 - Defines procedures for the identification of national and foreign passengers boarding domestic and international flights at national aerodromes - BO II Série, N.º 10, SUP., Of March 12;
- i) **RBAC 108 Amendment 00** - Brazilian Civil Aviation Regulation No. 108 (Civil aviation security against acts of Ilicit interference - Air Operator) n° 108.25 (c)
- j) **Regulation on PMR DL 27/2015**, May 6, amended by DL 02/2017, January 18;
- k) **CV-CAR 12**

LETTER TO THE PASSENGER

Dear Passenger,

These Terms and General Conditions of Carriage apply to all flights or portions of them for which TACV or its Designator Code appears on the box of your Ticket or on the corresponding Coupon, as well as the other situations specified in the General Conditions of Carriage.

You may obtain a free sample of the General Conditions of Carriage both from TACV Sales Offices and our Authorized Agents.

You may also consult them free of charge on the company's website www.flytacv.com, or upon request, we can send it to you via email.

The General Conditions of Carriage of TACV were approved by the aeronautical entity of Cabo Verde, on the day with reference

Because your satisfaction is our concern, we wish you a pleasant journey.

TACV - Cabo Verde Airlines

Av. Amílcar Cabral N° 4 - P. O. Box # 1

City of Praia, Santiago Island - Cabo Verde

Website - www.flytacv.com; Email: marketing@tacv.aero