

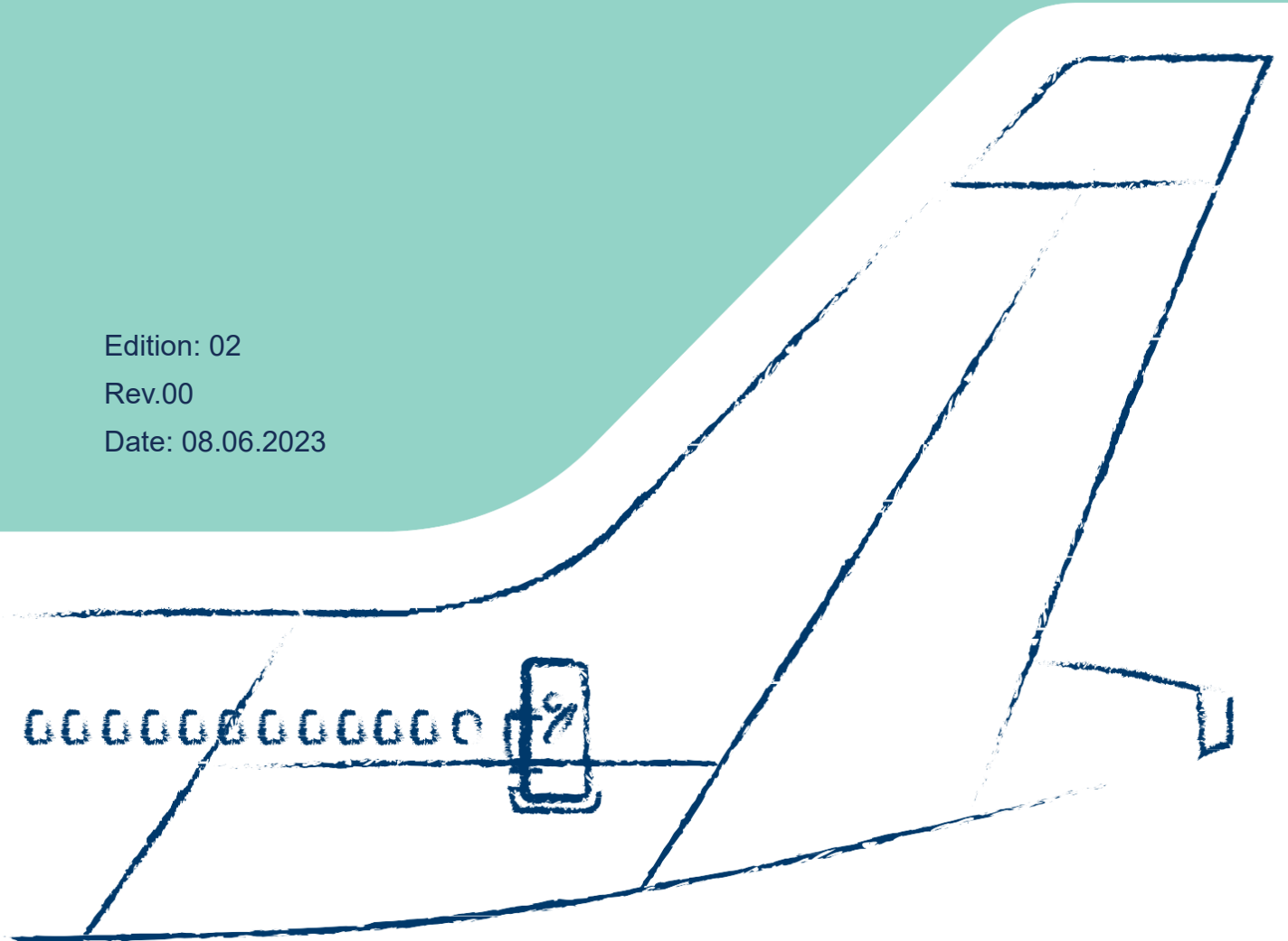
General Conditions of Carriage – GCC

TACV - Cabo Verde Airlines

Edition: 02

Rev.00

Date: 08.06.2023



Approval Split. This Program, dated June 8th, 2023, is accepted and approved by:

	TACV S.A.		Approved by AAC
Função	Commercial Director	Business/Commercial Administrator	
Name	Eunice Barbosa	Carlos Salgueiral	
Date			
Signature			

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Review Log

The current edition of the TACV General Conditions of Carriage is Edition 2, Revision 00 (zero).

Please fill in the effective date, the name of the person who entered the revision, and the date of insertion.

Changes or new sheets, which are inserted when the manual is amended, will be indicated by a vertical line in the margin. This line only denotes a change, not an emphasis mark. When a section is issued in a completely revised form, the line does not appear.

Note: All revisions will become effective seven days after they have been approved by the National Civil Aviation Authority.

Edition/Revision Number	Effective Date	Inserted by	Date	Justification of the Change
Ed.01/Rev 00	03/31/2009	DMKT	03/31/2009	
Ed. 01/Rev 1.0	11/14/2012	DCOM	11/14/2012	Comply with the Legislation.
Ed. 01/Rev. 2.0	07/10/2017	DCOM	07/10/2017	Comply with the Legislation.
Ed.02/Rev 00		DCOM	06/08/2023	Comply with legislation and new procedures, due to changes in commercial policy.

1 Definition of Expressions Used

1.1.1 Unless the context provides otherwise or is expressly provided otherwise, under these conditions the following terms and expressions have the following meanings:

CAA – Civil Aviation Agency, regulatory entity for the civil aviation sector in Cabo Verde;

Authorized Agent – represents a natural or legal person authorized by TACV- Cabo Verde Airlines to represent it in the sale of its air travel tickets at its own service or at the service of another airline transport company, if said agent is authorized to do so.

Luggage – represents the belongings and other personal items that accompany the Passenger during his/her trip. Unless otherwise stated, this term includes both Checked Luggage (**Checked**) and Unchecked Luggage (**Hand Baggage**);

Registered Baggage (Checked) – represents Baggage whose custody has been accepted by TACV- Cabo Verde Airlines and for which a Baggage Receipt (Baggage Tag) has been issued;

Unchecked Baggage (or Hand Baggage) – represents any Baggage other than Checked Baggage. This Baggage remains in the custody of the Passenger;

Ticket – represents the valid document that establishes the right to travel, in the form of a receipt that may be accompanied by a Checked Baggage Tag, or by equivalent means, in a dematerialized form, including electronic, issued or authorized by TACV – Cabo Verde Airlines or its Authorized Agent*. The Ticket proves the Contract of Travel, includes Flight Coupons, Passenger Coupons, notices to Passenger and includes these General Conditions of Carriage;

Electronic ticket – represents the ticket stored by TACV-Cabo Verde Airlines or at passenger request in a computerized reservation system whose receipt (also called Itinerary or Receipt), issued by TACV- Cabo Verde Airlines, or in its name, the Coupon de Electronic flight or any other document of the same value;

Complementary ticket – ticket issued by TACV-Cabo Verde Airlines or, in its name, in favor of the passenger, in conjunction with another ticket, which, together, constitute a single Transport Contract;

“Online” distribution Channel – Method of direct or indirect sales to the consumer, through the official website of TACV-Cabo Verde Airlines www.caboverdeairlines.com or a website authorized by TACV-Cabo Verde Airlines (OTA – online Travel Agent);

“Offline” distribution Channel – Method of direct or indirect sales to the consumer, through the company’s Call Center and sales counters or through an agent authorized by TACV-Cabo Verde Airlines;

Air carrier designating Code – code composed of numeric and alphanumeric characters that identify each air carrier. In the case of TACV-Cabo Verde Airlines, the codes are “VR”, “696” (by IATA) and “TCV” (by ICAO);

Conditions of contract – statements, identified as such, contained on passenger ticket or in his/her itinerary/receipt or given to him/her with them, and which by reference, include these Conditions of Carriage and the Notices;

"It is an act or event that affects the contractual duty of the parties contained in his ticket or his itinerary/receipt."

GTC – General Conditions of Carriage;

Convention – any of the following instruments which are applicables:

- a) The Convention for the Unification of Certain Rules Relating to International Transport by Air, signed in Montreal on May 28, 1999 (hereinafter referred to as the Montreal Convention);
- b) Convention for the Unification of Certain Rules Relating to International Transport by Air, signed in Warsaw, on October 12, 1929 (hereinafter referred to as the Warsaw Convention);
- c) Warsaw Convention modified by Additional Protocol No. 1 of Montreal (1975);
- d) Warsaw Convention modified in The Hague and by Additional Protocol No. 2 of Montreal (1975);
- e) Warsaw Convention modified in The Hague, on September 28, 1955;
- f) Warsaw Convention modified in The Hague and by Additional Protocol No. 4 of Montreal (1975);
- g) Guadalajara Supplementary Convention (1961, Guadalajara), supplement to the 1929 Warsaw convention;
- h) 1963 Tokyo Convention (regarding offenses and certain acts committed on board aircraft;)
- i) Law, Decree Law (DL), Regulation and Resolution: any of the following instruments that are applicable:
- j) Resolution No. 103/VI/2004 of June 21, which approves for accession, a convention for the Unification of certain Rules relating to International Air Transport, signed in Montreal on May 28, 1999 (1999 Montreal Convention);
- k) Legislative Decree No. 1/2001, of August 20th, amended by Legislative Decree No. 04 of 2009 of September 7th, which regulates Civil Aviation in the country and in its territorial waters as established in the Constitution and the Law;
- l) Law No. 66/VIII/2014 of July 17, which defines the legal regime for the entry, stay, exit and expulsion of foreigners in Cape Verdean territory; amended by Law No. 80/VIII/2015 of January 9, art. 29, 52, 89, 97 and 103;

- m) Decree-Law n° 35/06, of June 26, 2006; which establishes the rights of passengers, in case of denied boarding against their will, cancellation and delay of flights and creates the respective sanctioning regime;
- n) Decree-Law No. 27/2015 of May 6, which establishes the rules and principles to guarantee the protection of assistance to people with reduced mobility who have access to air transport;
- o) Decree-Law No. 2/2017, of January 18, which makes the first amendment to Decree-Law No. 27/2015 of May 6 and which establishes the rules and principles to guarantee the protection of assistance to people with reduced mobility who have access to air transport regarding the transport of passengers with reduced mobility;
- p) Decree-Law No. 52/2006 of November 20, prevents and represses certain situations committed on board a civil aircraft, on a commercial flight, by disorderly passengers;
- q) Decree-Law No. 19/2008 of June 9, which establishes the mandatory existence and availability of a complaints book in all establishments selling goods or providing services;
- r) Decree-Law No. 2/2015 of January 6, which regulates the legal regime for entry, stay, exit and expulsion from Cape Verdean territory approved by Law No. 66/VIII/2014 of July 17, amended by Decree-Law no. Law n° 46/2018 of 13 August;
- s) Decree-Law No. 54/2019, regulates the legal regime for establishing and updating the structure of air fares applicable to regular domestic air transport of passengers.
- t) Regulatory Decree No. 3/2006, of 26 June, which approves the Regulation that sets the amount of compensation in the case of destruction, loss, damage, or delay of baggage and goods in internal air transport;
- u) Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004, which establishes common rules for compensation and assistance to air transport passengers in the case of denied boarding or considerable flight delay, and repealing Council Regulation (CEE) No. 295/91 of February 4, 1991, which establishes common rules relating to a compensation system for denied boarding of passengers in scheduled air transport;
- v) Regulation No. 1/2014 of June 20, which establishes the general transport conditions relating to the sale and characteristics of the ticket;
- w) CV-CAR 12 2nd Edition of March 25, 2019, amendment CV-CAR 12 of April 18, 2015, on the Civil Aviation Safety Regulation in Cabo Verde;
- x) CV-CAR 18 1st Edition of July 6, 2015, which regulates the Air Transport of Dangerous Goods in Civil Aircraft;

y) "Standardization" of IATA Resolution - Res. 600b (application of 22 DSE/kg, due to inflation, in Cargo coverage in commercial operations);

Damage – includes death and bodily injury to a passenger, partial loss, total loss, theft or other damage, resulting from/or related to transportation provided by TACV-Cabo Verde Airlines or other services related thereto;

Days – calendar days, including the 7 (seven) days of the week, making it clear that, for the purposes of warnings and notifications, the day on which they are sent is not counted and that, for the purposes of determining the validity of a ticket, the day the ticket is issued or the day the flight begins is not counted;

Special Drawing Rights (SDR) – Represents a unit of account of the International Monetary Fund (IMF), whose value is periodically defined by the IMF based on the quotation of several reference currencies;

Baggage Tag – document issued with the only purpose of identifying the passenger's checked baggage depending on his/her flight and route;

Stopover: designates the points, with the exception of points of origin and destination, indicated on the ticket or mentioned in the carrier's schedules as intermediate stops scheduled in the Passenger's itinerary.

Force Majeure – extraordinary and unpredictable circumstances beyond the control of TACV-Cabo Verde Airlines and whose consequences could not have been avoided even if TACV-Cabo Verde Airlines had acted with all due diligence;

Baggage allowance or "Allowance" – maximum weight of baggage allowed per passenger, exempt from additional payment. The current baggage allowance can/is defined by flight class;

Registration deadline ("Check-in") – time limit specified by TACV-Cabo Verde Airlines, in writing, including by electronic means, for the passenger to complete the registration formalities ("check-in") and receive his/her boarding pass;

Boarding deadline – time limit specified by the carrier, in writing, including by electronic means, so that the passenger can comply with boarding formalities;

IBE – Internet Booking Engine – Electronic commerce platform used by TACV-Cabo Verde Airlines;

Travel interruption (Stopover) – stop on your journey, between the place of departure and destination, previously established and agreed with the carrier;

IP - Internet Protocol – point where the sale took place on the internet;

Passenger – any person, except crew members, transported or to be transported by TACV-Cabo Verde Airlines in accordance with a ticket;

Passenger in transit – passengers who land at a location between the starting point and the final destination of the trip and who board a connecting flight with the same flight number, also applying in situations where the operator changes aircraft, but maintains the same flight number;

Transfer passenger – passengers who at an airport go directly from one flight to another with different numbers;

Person with reduced mobility (PRM / PWD) – any person whose mobility is reduced when using transport due to physical sensory or locomotor disability, permanent or temporary, intellectual disability, age or another cause of disability, and whose situation requires special care and specific adaptation of services available to all passengers;

Piece Concept – baggage allowance per volume or pieces;

Reservation – the fact that the passenger has a ticket or other proof, which indicates that the reservation has been accepted and registered by the air carrier or tour operator;

Refund – Request to reinstate an economic value that the passenger or entity previously paid in relation to a voluntary or involuntary issuance or transaction.

Passenger ticket or receipt – paper or electronic flight document that gives the passenger designated therein the right to travel on a specific flight identified therein;

Fares – It is the price that the Passenger pays for the transport service;

Fees, taxes and charges – All taxes, fees and charges applied by governments, any other authority or the airport operator will be paid by the Passenger;

Service fee – charged by the carrier in return for providing the Ticket Issuance;

Carrier – designates the airline that issued the ticket and/or carries out the transportation, as well as any airline whose designator code appears on the Passenger's ticket;

Shared Flight or with "Code Share" represents a flight operated by a carrier that can be either the Airline with which the Passenger has signed a Carriage Contract (Contracted Company or Contractual Company) or another carrier (the carrier that operates the flight, the Fact or operational carrier), to which the contracted Company associated its Designator Code;

Connecting flight – this means a subsequent flight to be carried out by TACV-Cabo Verde Airlines or another carrier (partner) under a single Ticket;

2 Applicability

2.1 General

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

- a) The provisions contained in your travel ticket;
- b) The applicable tariff regulations;
- c) The carrier's transport conditions and other current regulations;
- d) Current aeronautical regulations (national and international);

2.1.2 These transport conditions apply to:

- a) Passengers traveling on flights operated by TACV - Cabo Verde Airlines;
- b) Passenger with a confirmed reservation and ticket issued for the flight in question and who presents himself at check-in for boarding, with the advance notice indicated in writing (or electronically) or, in the absence of any information, must arrive at the airport 03:00 hours before the indicated departure time, except for flights between Cape Verde and the United States, which limit is 04 hours before the scheduled departure time;

2.1.3 Air transport operations for baggage and cargo.

2.1.4 Except as provided in paragraphs 2.2 and 2.4 below, our Conditions of Carriage apply only to flights or flight segments for which our name or our Air Carrier Designation Code appears in the ticket field intended for the name of the respective operating air carrier.

2.1.5 When a passenger makes a reservation, the contract with TACV-Cabo Verde Airlines begins with our receipt of the full payment corresponding to the service purchased and the receipt of his ticket issued by TACV-Cabo Verde Airlines.

2.2 "Charter" Operations

2.2.1 In case of carriage effected pursuant to a “charter” agreement, these Conditions of Carriage will apply only to the extent that they are incorporated, by reference or otherwise, in the said agreement or contract and in the charter ticket.

2.3 Code Sharing Agreements (*Code shares*)

2.3.1 TACV-Cabo Verde Airlines has commercial agreements and 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 they have a reservation and ticket issuance with TACV-Cabo Verde Airlines.

2.3.2 In case of Code-Share, the passenger will be informed about the carrier operating the flight, at the time of booking.

2.3.3 On flights operated by another company, the transport conditions of the company operating the flight apply.

2.4 Prevalence of Law, Regulation and “Tariffs”

2.4.1 In case of a conflict between these Conditions of Carriage and the “Fares” of TACV-Cabo Verde Airlines or any applicable law, such “tariffs” or the law will prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, this will not affect the validity of its remaining provisions.

3 Passenger Tickets

3.1 General

3.1.1 Transport contract between the Carrier and the passenger whose name appears on the Ticket.

3.1.2 The ticket is personal and non-transferable and will contain the following information, regardless of how it is issued:

3.1.2.1 Name of the issuing airline;

3.1.2.2 Passenger's surname, first name and title

3.1.2.3 Booking code associated with the barcode;

3.1.2.4 Ticket number consisting of thirteen digits, and/or associated services;

3.1.2.5 Code of the issuing agent;

3.1.2.6 Travel itinerary and coupon, including all stopovers, in cases of (code-share) and successive carrier, when applicable;

3.1.2.7 Baggage allowance, by type, volume and weight according to the ticket issue and fare applied;

3.1.2.8 Flight time and date, except in cases where the ticket is opened, in accordance with the rules established by TACV-Cabo Verde Airlines;

3.1.2.9 Identification of fare rules and restrictions regarding the use of the ticket, when applicable;

3.1.2.10 Tariff construction;

3.1.2.11 Base tariff;

3.1.2.12 Tax rates and charges;

3.1.2.13 Total amount paid by the purchaser of the ticket in national currency or other convertible currency, depending on the channel used for the purchase;

3.1.2.14 Payment method;

3.1.2.15 Arrival time at the aerodrome(s) and airport(s) of departure;

3.1.3 TACV-Cabo Verde Airlines will only provide transportation to the passenger whose name is duly indicated on the ticket or in the system(s), and therefore must be asked to present an appropriate identification document, in accordance with the rules and regulations of the civil Aviation.

3.1.4 The ticket or mechanism(s) that replaces it is, and will always be, the property of the issuing company.

3.1.5 Passengers traveling with free or reduced fares or under special conditions may be asked to prove their eligibility to travel under such conditions at any time during their journey.

3.1.6 Except in case of an electronic ticket, passenger will not be entitled to be transported on a flight if he does not present a valid ticket in accordance with his identification, containing the flight coupon corresponding to the desired flight, as well as all other flight coupons unused and the passenger receipt.

3.1.7 In case of an electronic ticket purchased on the company's website at www.caboverdeairlines.com, the company may ask the passenger for valid personal identification. Passenger will only be entitled to be transported if the electronic ticket is valid, has been issued in his name and the itinerary and fare, fees and taxes paid are correct, valid and available.

3.2 Change of ticket by the passenger

3.2.1 Some tickets are sold at reduced rates, which may be fully or partially refundable, or non-refundable. Passenger must find out about the restrictions of each fare, choosing the one that suits his needs. He may want to ensure that he has the most appropriate fare condition to cover situations in which he has to cancel his ticket.

3.2.2 If the passenger wishes to change his/her trip, they must contact TACV-Cabo Verde Airlines services or consult the company's website at www.caboverdeairlines.com, or an authorized agent, in advance.

3.2.3 Some fares do not allow changes, if passenger fare allows changes, it will be done by applying the penalty rate and/or fare difference if applicable.

3.2.4 If the passenger who has started the trip is unable to travel due to the death of a member of the immediate family, as long as he/she immediately notifies and proves the reason, he will be given a credit in the amount of the non-refundable part for future travel, but deducted from administrative fees (if applicable); He can change his ticket free of charge, within the ticket's validity period; and He can also request an extension of the validity of his tickets;

3.2.5 In case of death of the passenger, the ticket will be fully refunded for the unused portion.

3.2.6 Any of the aforementioned changes will be made as soon as a valid death certificate and proof of relationship is received, and any of the aforementioned provisions will not exceed a period of 45 days from the date of death.

3.2.7 When transporting people on charter flights of types IT (linked to a land package) and NIT (not linked to a land package), TACV-Cabo Verde Airlines issues individual ticket(s) corresponding to the air portion.

3.3 Validity period

3.3.1 Unless otherwise stated on the ticket, in these Conditions or in the applicable “Fares” (which may limit the validity of a ticket), a ticket is valid for a period of one year from the date of issue or one year thereafter count from the date of the first trip, as long as it occurs within a period of one year after the date of issue of the ticket;

3.3.2 If a passenger is prevented from traveling during the validity period of the ticket, due to TACV-Cabo Verde Airlines being unable to confirm a reservation at the time he/she request it, the validity of his/her ticket will be extended or he may be entitled to reimbursement under paragraph 11.

3.3.3 If, after starting your trip, the passenger is prevented from traveling due to illness, he will be allowed to change your ticket free of penalty payment, within its validity period, upon payment of a fare difference, if apply.

3.4 Use and sequence of receipts

3.4.1 The ticket you purchased is only valid for transport, as indicated on it, from the place of departure, via any agreed stopping places, to the place of destination. The fare paid is based on the TACV-Cabo Verde Airlines “Rates” and is valid for the transport indicated on the ticket, which constitutes an essential part of our contract with the passenger. The ticket will not be honored and will lose its validity if any of the coupons are not used in the sequence indicated on it.

3.4.2 Each flight coupon contained in the passenger's ticket will be accepted for carriage in the class of service, on the date and on the flight for which the reservation was made. If a ticket is originally issued without specifying a reservation, the seat may be reserved later, but subject to TACV-Cabo Verde Airlines “Fares” and the availability of seats for the requested flight.

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3.4.4 The passenger is warned that, if he/she does not show up for a flight without having given prior notice, TACV-Cabo Verde Airlines may cancel his/her reservations for the return or continuation of the trip.

3.4.5 Failure to use the coupons sequentially and fully will result in the ticket being invalid. The ticket will be considered "Not Fulfilled" and will lose its validity if any ticket is not used in the sequence indicated on it.

3.5 Carrier’s name and address

3.5.1 The name TACV-CABO VERDE AIRLINES can be abbreviated on the ticket, by using the Air Carrier Designative Code or another abbreviation, in the “operator” field of the electronic ticket. The address of the registered office will be considered to be: Avenue Amílcar Cabral, P. O. Box nº 001, Praia city – Santiago Island, Cape Verde. The email address of TACV-Cabo Verde Airlines, for the purposes of this CGT, is Eunice.barbosa@caboverdeairlines.com.

4 Stopover

Stopovers may be permitted in agreed locations and subject to government requirements and company regulations.

5 Tariffs, Taxes, Fees and Charges

5.1 Tariffs

5.1.1 This chapter is ruled by the terms and conditions included in Regulation No. 1/2014 of June 20, which establishes the general transport conditions relating to the sale and characteristics of the ticket.

5.1.2 As established by the aforementioned regulation, the total price of air transport applied by TACV-Cabo Verde Airlines includes, in addition to the value of the fares, all taxes, fees and other charges that are passed on, in order to ensure the customer clear, adequate and unambiguous information about the price of the service that allows passenger to compare prices and offer conditions.

5.1.3 Therefore, within the framework of these general terms and conditions of transport:

- 1) Unless otherwise provided by law, fares only apply to transport from the airport of departure to the airport of destination. Rates do not include ground transport between airports or transport between airports and city terminals.
- 2) The price of a trip depends on several aspects and TACV-Cabo Verde Airlines offers different types of fares, from the lowest and most restrictive, to the highest and most flexible, through direct sales channels, such as payment system reservations via telephone, Internet portal, sales stores or authorized agent, in so-called indirect sales;
- 3) Fares are calculated according to the current tariff on the date of payment and ticket issuance.
- 4) In the interest of good market management and, in compliance with legal aspects, when applicable, there may be tariff differences in the sales channels referred to in the previous paragraph.

5.2 Conditions and restrictions of the applied rate

5.2.1 The passenger's ticket is subject to the restrictions of the fare type applied.

5.2.2 Tickets issued at promotional rates are subject to certain restrictions approved by the competent government authorities, such as:

- 1) Non-endorsable, valid only for the date, times and flights booked, must be within the minimum and maximum stay period at the destination and may limit the number of stops;

- 2) Any changes are subject to the conditions in paragraph 3.2.
- 3) In case of a combination of tariffs for the construction of RT (round trip), round trip tariffs, belonging to different types of tariffs and with different regulations, the regulation corresponding to each OW segment applies in each case;
- 4) Restrictions and/or penalties will be available to the customer, before and at the time of purchasing the ticket. However, at any time, the passenger can consult TACV-Cabo Verde Airlines or the company's website at www.caboverdeairlines.com , or one of the authorized agents to find out about the restrictions/penalties applicable to his fare or ticket.

5.3 Taxes, Fees and Charges

5.3.1 The value of a passenger's ticket may include taxes and fees applied to air transport, by government authorities, any other authority or by the operator of an airport.

5.3.2 It is the passenger's responsibility to pay taxes and fees that may represent a significant portion of the cost of the air ticket.

5.3.3 Taxes, fees and charges are not included in the tariff. They appear separately in the "rates" field.

5.3.4 Taxes, fees and charges applicable to air transport vary permanently and may be changed after the date of issue of his ticket. If there is an increase in a tax, fee or charge indicated on the ticket, the passenger must pay it. Invariably, if there is a reduction or elimination of a fee, tax or other charges, previously paid 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 amount, upon proof of purchase.

5.3.5 The carrier may refuse to carry out the transport if the applicable fare has not been paid and/or the ticket is in an irregular situation (*e.g. black list*).

5.3.6 The carrier also reserves the right to refuse transport to any person who has purchased a ticket in violation of the laws, regulations and standards applicable to the case, including internal ones;

5.3.7 The fees or taxes charged by TACV-Cabo Verde Airlines, on the ticket(s) refer to amounts related to the payment of government fees, taxes, airport charges or any other amount that presents characteristics of transfer to public entities, when owed by the purchaser of the ticket and collected through the carrier;

5.3.8 The fee values referred to in number 5.3.7 above will be presented to the purchaser of the ticket in an individualized, clear and detailed manner, without prejudice to the resolutions and practices recommended by IATA - International Association of Air Carriers, in matters issuing air transport tickets.

5.3.9 Any voucher issued by TACV-Cabo Verde Airlines for any refund or payment can only be used for TACV-Cabo Verde Airlines travel/services and only when they are directly provided by TACV-Cabo Verde Airlines.

5.4 Optional Services

5.4.1 TACV-Cabo Verde Airlines offers the passenger optional services, namely, preferred seat/place, extra seat, additional baggage allowance or excess baggage, transport of pets, transport of special equipment, unaccompanied child service, etc.,

5.4.2 The charging of amounts relating to optional services, offered by TACV-Cabo Verde Airlines, are separable from the provision of the air transport service, and are not included in the value of the air fare.

5.4.3 However, depending on the type of fare, some TACV-Cabo Verde Airlines fares include some services, such as, free seat assignment, the right to checked baggage and the right to change or cancel the ticket;

5.5 Currency

5.5.1 Unless at the time of payment or at a prior time TACV-Cabo Verde Airlines or an authorized agent has indicated another currency, fares, taxes, fees and other charges must be paid in the currency of the country or IP (Internet Protocol) of the Country or point of sale (POS) in which the ticket is issued or generated. TACV-Cabo Verde Airlines may, if it so chooses, accept payments in a currency other than that of the country in which the ticket was issued.

6 Reservation and Commercialization Process

- 1) For the purposes of this “General Conditions of Transport”, the reservation and commercialization process begins when the purchaser of the ticket informs the

itinerary and desired dates to TACV-Cabo Verde Airlines, through its distribution and sales channels, and ends with payment for the air transport service.

- 2) During all phases of the reservation and marketing process for TACV-Cabo Verde Airlines services, the tariff expressed in a single value will be presented to the purchaser of the same, regardless of the marketing channel used, guaranteeing the possibility of direct comparison between the prices of services available on the market.

6.1 Booking Requirements

6.1.1 The reservation request must be accompanied by certain data that are essential for the proper fulfillment of the transport contract. These data refer, in addition to the passenger's name and surname, telephone contacts at the passenger's point of origin and destination, and the email address, the name of TACV-Cabo Verde Airlines, place and date of issue, itinerary including all stops, time and date of service to be provided, except in cases where the ticket is opened, in accordance with the rules established by TACV-Cabo Verde Airlines.

6.1.2 The passenger will be contacted whenever necessary, especially in cases where a flight change occurs. If he does not comply with the requirement in paragraph 6.1.1, the company is not responsible for any resulting damages.

6.1.3 TACV-Cabo Verde Airlines or its authorized agent will register his/her reservation request and, at the passenger's request, will provide him with written confirmation of his reservation.

6.1.4 Some fares have conditions that limit or exclude his/her right to change or cancel reservations, after issuing the ticket, in accordance with what is described in article 4, the passenger must be informed, in writing or verbally, at the time of purchase these limitations. However, the passenger, in his/her interest, can always obtain information at the TACV-Cabo Verde Airlines counters, the company's website at www.caboverdeairlines.com, or from an authorized agent.

6.2 Personal Data

6.2.1 Personal data that a passenger provides to TACV-Cabo Verde Airlines or an authorized agent will be treated in accordance with the data protection policy in force and serves to:

- a) Make a reservation;
- b) Issue a ticket and obtain related services;
- c) Be contacted by TACV-Cabo Verde Airlines services whenever necessary;
- d) Be used in developing and providing services;

- e) Facilitate emigration and entry procedures;
- f) Make such data available to Government entities when requested from TACV-Cabo Verde Airlines;
- g) Facilitate contact in case of emergency.

6.2.2 For these purposes, the passenger authorizes TACV to retain and use this data and to transmit it to its offices, its subsidiaries and its authorized agents, to government departments, other carriers or providers of the above services mentioned, as well as for credit card management institutions and data processors that collaborate or work for TACV.

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6.2.4 In accordance with internationally applicable laws and regulations, the Carrier is also obliged 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.

6.2.5 TACV-Cabo Verde Airlines will verify all transactions to avoid fraud and any type of abuse, using internal and external sources to do so with the authorization of the customer and the customer accepts that we also verify clearly identifiable technical functionalities to do so.

6.3 Contact on reservation

6.3.1 In case of a flight irregularity, TACV-Cabo Verde Airlines is obliged to inform its passengers in a timely manner. To this end, TACV-Cabo Verde Airlines requests that passengers enter a contact number during the reservation, either by telephone or email address; in accordance with IATA Resolution 830d, the agent is obliged to insert the passenger's contact information in the reservation; If the passenger does not provide contact information, the passenger's refusal information must be inserted into the reservation;

6.3.2 TACV-Cabo Verde Airlines offers automatic notification services, via SMS or e-mail, aiming to improve communication with its customers. To take advantage of this facility, the passenger must provide his/her mobile phone number and email at the time of booking, thus being able to access, at any time, useful information about the status of his flight, namely changes to the flight time and reaccommodations, boarding gate changes, check-in opening notification, all for a better travel experience.

6.4 Time limit for ticket issuance

6.4.1 If passenger does not pay for his ticket before the deadline designated by TACV-Cabo Verde Airlines or an authorized agent, his reservation may be canceled without prior notice. Passenger must inform himself about the period he has to pay and issue his ticket.

6.4.2 Subject to applicable time limits, TACV-Cabo Verde Airlines allows him to:

- a) Maintain, for 48 hours, a reservation made on the company's "Customer Service" channels, Store, website www.caboverdeairlines.com, and authorized agents, upon payment of a fee for the "Time to Think" service; the amount paid for this service is non-refundable;
- b) It is possible to cancel his reservation after issuing the ticket without penalty as long as he does so on the same day (until 11:59 pm), if passenger made the purchase at the company's counters or authorized agent;
- c) For reservations made less than 24 hours before the departure time of the desired flight, it is mandatory to issue the corresponding ticket automatically;

6.4.3 Issuance of tickets "online" does not allow the prerogative referred to in number 6.4.2 b) above;

6.5 Seats

6.5.1 Preferred seats can be purchased at the time of booking or later up to 4 hours before flight departure, by paying for the advance seat purchase service. Free pre-booking of seats is permitted in accordance with the fare conditions.

6.5.2 When checking in, whether in person or online, a seat will be automatically and randomly assigned free of charge. If passenger does not accept it and wishes to change it, depending on the type of rate, this change may incur charges;

6.5.3 TACV-Cabo Verde Airlines reserves the right, at any time and even after boarding, to assign or reassign seats, for safety reasons.

6.5.4 To occupy an emergency exit seat, safety procedures require that passenger must: be willing to assist in an evacuation; be able to operate the exit door and help others exit; be 15 years of age or older.

6.5.5 Passenger cannot occupy the emergency exit seat if: he is travelling with a child under 15 years of age or a passenger requiring assistance (sitting anywhere on this flight); needs corrective devices in addition to glasses/contact lenses to see; he needs assistance other than a hearing aid to hear and understands verbal instructions; he is not being able to read the departure instructions or understands the crew member's instructions in English and Portuguese; he has a condition that could impede or injure him while helping with an evacuation.

6.6 Reconfirmation and cancellation of reservations

6.6.1 Passenger reservation will only be considered confirmed when, on the respective ticket, the ticket number, date and time of flight, as well as the class are duly noted by TACV-Cabo Verde Airlines or its authorized agent service and the status of the confirmed reservation.

6.6.2 As a general rule, passenger does not need to reconfirm his reservation for TACV-Cabo Verde Airlines flights;

6.6.3 If passenger does not intend to travel, he must cancel his confirmed reservation, without prejudice to the right to a refund in accordance with the tariff regulations, as long as he does so at least 24 hours in advance of the departure time of his flight, except for flights between Cape Verde and the United States of North America, with a minimum advance notice of 72 hours in relation to the flight departure time;

6.6.4 The passenger must inform the other carriers involved in his trip about the need for reconfirmation. When necessary, he must reconfirm his reservations with the carrier whose code appears on the ticket for the flight in question.

6.7 Service charge when the seat is not occupied

6.7.1 A service fee, in accordance with the carrier's regulations, must be paid by the passenger who does not use the seat for which the reservation and ticket issuance were made, if he/she requests the reuse of the ticket, if the applicable regulations, so allow;

6.7.2 Passenger who does not show up at check-in at the scheduled time, does not present the necessary documents, and or arrives late for boarding for which the reservation was made and the respective ticket issued, will be considered by TACV-Cabo Verde Airlines as a "no-show" and he may lose his ticket or be subject to the applicable penalty based on the fare regulations purchased. He can check the fare rules at TACV-Cabo Verde Airlines counters, the company's website www.caboverdeairlines.com and authorized agents.

6.8 Onboard services

The Carrier will make reasonable efforts to meet the needs of passengers in relation to services on board the aircraft. The updated on-board services provided by the company can be consulted on the website under On-board services - Cabo Verde Airlines.

For security reasons or if it is beyond its control, the carrier may not meet the passenger's needs.

7 Travel Document, Registration (“Check-in”) and Boarding

7.1 Travel document

7.1.1 The passenger (adult, baby or child) must travel in possession of travel documents and an electronic ticket.

7.1.2 The passenger is responsible for respecting all laws, regulations, orders, demands and requirements of each country to be visited, even if in transit.

7.1.3 The passenger's 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, by verifying an identity document and the name on the ticket or boarding pass. Legal identification documents, when original and valid, are those indicated in CV-CAR 12 of March 25, 2019, which defines procedures for the identification of national and foreign passengers when boarding domestic and international flights, at national aerodromes, namely:

- a) National or foreign, ordinary, service or diplomatic passport;
- b) United Nations passport;
- c) Identity card of national citizen;
- d) Magistrate identification card;
- e) Military identity card;
- f) Police identity card;
- g) Identification card for Judiciary Police personnel;
- h) National driving license;
- i) Professional licenses issued by national Orders;
- j) Foreign citizen's residence card issued by the entity responsible for emigration and borders;
- k) Personal ID or birth certificate, in the case of minors
- l) National Identification Card

7.1.4 Travel originating outside the national territory applies to the country's legislation.

7.1.5 Before traveling, passenger must present to TACV-Cabo Verde Airlines all exit, entry, health and other documents required by law, regulation, decision or other standards of the countries involved and must allow TACV to make and retain copies thereof.

7.1.6 In no case, TACV-Cabo Verde Airlines will be responsible to any passenger, in relation to obtaining the necessary documents or compliance with laws, regulations, orders, obligations, requirements or instructions given, nor for the consequences for the same, arising failure to obtain these documents or failure to comply with these laws, regulations, orders, obligations, requirements or instructions.

7.1.7 The passenger is only responsible for obtaining, having in his possession and presenting, whenever requested, by TACV-Cabo Verde Airlines or competent entities, the entry, exit, medical and other documents required by law, regulations, orders, obligations or requirements of the countries he is travelling from and to.

7.1.8 TACV-Cabo Verde Airlines, within the scope of its competence, as carrier, reserves the right to refuse carriage to any passenger who does not comply or whose documents do not appear to comply with these laws, regulations, orders, obligations or requirements.

7.1.9 TACV-Cabo Verde Airlines, within the scope of its competence, reserves the right, in accordance with paragraph 8, to refuse carriage, if a passenger does not respect applicable laws and regulations, if the Carrier has evidence regarding the invalidity of the documents presented, or the passenger does not allow the carrier to make and retain copies of any documents or other relevant data contained in the documents.

7.1.10 TACV will not be responsible for losses or expenses suffered by passengers who do not comply with the provisions of this article.

7.1.11 TACV-Cabo Verde Airlines, within the scope of its competence, must ensure that the identity of each passenger who intends to board a flight is verified at registration and at the boarding gate. When there is a discrepancy, the passenger will not be accepted or boarded until the situation is clarified and regularized.

7.1.12 TACV-Cabo Verde Airlines, within the scope of its competence, may validly refuse, without any liability whatsoever, the transportation of the Passenger, when they do not fully identify themselves or do not have all the necessary documents for the trip. Photocopies of documents required for the trip will not be accepted. Only original documents will be accepted.

7.2 Refusal of entry - Entry and exit regulations

7.2.1 The laws and regulations in force in the territory of each Contracting State relating to the entry or exit by air of passengers, crew or cargo (such as entry, clearance, immigration, passports, customs and quarantine regulations) will be complied with by passengers, crew members or those interested in the cargo, or their representatives, both upon arrival and departure or while they remain in the territory of that State, under the terms and conditions of Annex 9 of the Chicago Convention.

7.2.2 The fare or ticket charged for transport to the point where a passenger is denied entry will not be refunded.

7.2.3 For security reasons, the flight captain and/or police/escort may retain the passenger's travel documents in their custody during the flight to their point of origin or elsewhere where entry is permitted.

7.3 Registration (*Check-in*)

7.3.1 The registration deadline depends on the type of operation, varying from three (03:00) to four (04:00) hours before the published time of passenger flight, depending on the destination. TACV-Cabo Verde Airlines recommends that passenger finds out about him and comply with him. For a smooth journey, the passenger must arrive at the airport with enough time to complete boarding check-in procedures and government formalities.

7.3.2 TACV, within the scope of its competence, reserves the right to cancel passenger reservations, with the risk of missing the flight, if he does not comply with the registration deadlines indicated. The passenger will be informed of the registration deadline when paying and issuing his ticket.

7.3.3 7.3.3 If the passenger has not been notified, he must appear at least 01:15 (one hour and fifteen minutes) before the published time of his flight (paragraph 2, point 2.1.2 b)).

7.3.4 Passenger who does not appear at the check-in counter at the scheduled time will be refused boarding and the fare regulations purchased will be applied.

7.3.5 Regarding subsequent flights, on which passenger travels with separate tickets, he must inform himself about the respective registration deadlines which, for TACV-Cabo Verde Airlines flights, can be obtained through its services or its authorized agents

7.4 Boarding

7.4.1 The passenger must present himself at the boarding gate, by the deadline indicated by TACV-Cabo Verde Airlines when registering ("check-in").

7.4.2 Boarding ends 15 minutes before the time indicated for flight departure;

7.4.3 TACV-Cabo Verde Airlines may cancel the space reserved for passenger if he does not arrive at the boarding gate on time.

7.4.4 TACV-Cabo Verde Airlines will not be responsible for any losses or expenses due to the passenger's failure to comply with the provisions of this article.

8 Refusal and Limitation of Transportation/Carriage

8.1 Right to Refuse Transportation

8.1.1 TACV-Cabo Verde Airlines may, under the terms and conditions of number 1 of article 5, Decree-Law no. 52/2006 of 20 November, refuse or suspend the carriage and continued carriage of a passenger or his baggage, if it considers that:

- a) His conduct on board endangers the aircraft or any person on board;
- b) His conduct prevents the crew from fulfilling his obligations;
- c) He does not comply with the crew's instructions, particularly those regarding smoking and the consumption of alcohol or drugs;
- d) He behaves in a way that causes discomfort, damage or injury to other passengers or crew;
- e) Has behaved incorrectly on a previous flight and may repeat such behavior;
- f) Has insulted and verbally threatened or has behaved in a threatening, abusive, insulting or disorderly manner towards ground staff or crew members;
- g) His mental or physical state, including his impairment by alcohol or drugs, represents a danger or risk to yourself, other passengers and crew members or property;
- h) His refusal is necessary in order to comply with any laws, regulations and orders applicable in any country or State from or to which you travel or fly over. And the transportation of him or his baggage is likely to endanger or affect the safety, health or seriously affect the comfort of other passengers or crew members;
- i) He refuses to submit to security control considered necessary for his person or baggage;
- j) He did not pay the ticket price, taxes, supplements or other charges;
- k) He has presented a ticket that is not valid, that has been illegally acquired, purchased or issued by an entity other than TACV- Cabo Verde Airlines or an authorized agent or a ticket that has been reported lost or stolen, counterfeit, torn, mutilated, damaged or with alterations that were not made by TACV or an agent or in relation to which he cannot prove that he is the person indicated therein;
- l) He has not complied with the requirements set out in paragraph 3.4 above regarding the use and sequence of receipts;
- m) He does not have valid travel documents, seeks to destroy them during the flight or refuses to hand over travel documents to the crew, against receipt, if requested;
- n) He cannot prove at check-in or boarding that he is the passenger holding the ticket in whose name the reservation was made;
- o) He did not comply with instructions from our ground staff or crew members regarding safety;
- p) He did not respect the carrier's safety instructions or the provisions of the company's internal regulations;
- q) He carries/ transports unauthorized baggage;

- r) He has made a bomb threat;
- s) The immigration department of the country to which he is travelling or of the country where he interrupted his trip (“stopover”) has communicated, orally or in writing, that it does not authorize his entry into that country, even if he has or appear to have documents valid;
- t) If he is notified in writing by TACV and/or the aeronautical entity that he will never be transported on TACV flights again;
- u) When “checking in” or boarding, the passenger requires special assistance that was not requested when booking the trip, or in accordance with applicable regulations, at least 48 hours before the departure time, in accordance with paragraph 8.2, and which the carrier cannot provide;
- v) The passenger holding a reduced fare ticket or a fare subject to special conditions who is unable to provide supporting data for the award and who refuses to pay the fare difference;

8.1.2 The aircraft commander or carrier may take all measures considered necessary and reasonable to avoid further consequences arising from these forms of behavior.

8.1.3 The aircraft commander exercises authority over the people and property on board. To maintain discipline on board, he can take the following measures:

- a) Prevent the boarding of a passenger who is drunk, is under the influence of narcotics or is under the influence of a substance that determines chemical dependency;
- b) Prevent boarding of the passenger who appears in attire that violates the principles of public order;
- c) Disembark, on the first stop, the passenger who finds himself in the situations referred to in the items above, who becomes inconvenient and bothers other passengers, refuses to obey the instructions given by the crew, compromises good order or discipline and endanger the safety of the aircraft, people or property on board.

8.1.4 For safety reasons, the use of all types of electronic equipment during take-off and landing of the aircraft is prohibited. The use of “walk-talk” is not permitted throughout the flight. The use of other electronic equipment is only permitted with the consent of crew members.

8.1.5 ?

8.2 Special Assistance and People with Reduced Mobility

8.2.1 Unaccompanied minors, people with reduced mobility (permanent or temporary) or with disabilities, special needs, illnesses and pregnant women will only be accepted for transport in accordance with the carrier's rules, subject to prior authorization from TACV -Cabo Verde Airlines.

8.3 Special needs and services

8.3.1 Under Decree-Laws No. 27/2015 of May 6th and No. 2/2017 of January 18th, TACV-Cabo Verde Airlines, or its agents must not refuse, based on disability or reduced mobility.

8.3.2 Special services are those services that are provided to Passengers by the carrier in accordance with their individual needs or requirements.

8.3.3 Conditions:

- a) Accepting a reservation for a flight departing from an airport to which these general terms and conditions of carriage apply;
- b) Boarding a person with a disability or a person with reduced mobility at an airport to which these terms and CGT apply, provided that the person in question has a ticket and a reservation, considered valid.
- c) If the passenger has informed TACV-Cabo Verde Airlines of any special requirement or need, when booking or issuing and paying for the ticket, it will be accepted and met subject to prior evaluation and agreement.
- d) If a passenger requires special assistance (PMR) of the WCHC, WCHR, WCHS type and, as long as he declares (directly or through someone, on your behalf) that he is autonomous (self-sufficient and capable of independently assuming , his physical needs, including during the flight), he will be allowed to travel without an escort and TACV- Cabo Verde Airlines will have no obligation to provide him with assistance on board that contradicts, in any way, what has been declared by him or as set out herein and which involves special health, safety or hygiene conditions.
- e) All passengers who are not self-sufficient and able to independently support their physical needs, including during the flight, must declare their assistance needs at the time of booking.

- f) In addition to medical equipment, TACV-Cabo Verde Airlines may transport up to a maximum of two pieces of mobility equipment per person with a disability (PWD) or person with reduced mobility (PMR), including electric wheelchairs, subject to the condition notice of at least 48 hours regarding flight departure time and possible space limitations on board the aircraft, as well as the application of relevant legislation relating to dangerous goods (Dangerous Goods).

8.3.4 In everything that is not provided for in these terms and CGT, Decree-Law n° 27/2015 of May 6th applies in Cape Verde and in the country of origin of the flight.

8.3.5 MEDA – Medical case. Authorization and/or medical supervision may be required. It is not applicable to passengers who only require special assistance at the airport and during boarding and disembarking operations. It applies, preferably, to the following passengers: injured, in casts, people who require oxygen during the flight, newborns in incubators, etc.;

8.3.6 STCR – Passengers carried on stretchers;

8.3.7 WCHR – Wheelchair – R for ramp. The passenger can go up and down stairs and walk to and from his seat, but he needs a wheelchair to move longer distances (through a ramp, the boarding bridge, etc.);

8.3.8 WCHS – Wheelchair – S for steps. The passenger cannot go up or down stairs, but he can walk to and from his seat, but he needs a wheelchair to move longer distances (through a ramp, boarding bridge, etc.). Requires adequate equipment to board or disembark when the aircraft is parked on the ramp;

8.3.9 WCHC – Wheelchair – C for cabin seat. The passenger who cannot move. He needs a wheelchair to move to the aircraft and to and from his seat and suitable equipment to board and disembark when the aircraft is parked on the ramp;

8.3.10 WCBD – Wheelchair powered by dry batteries;

8.3.11 WCBW – Battery powered wheelchair wet;

8.3.12 MAAS – (meet and assist) – special cases. Passengers who require special individual attention during boarding and disembarking operations that is not normally provided to other passengers. They are the following: pregnant women, breastfeeding women, convalescent women, the elderly, people accompanied by children, etc.;

8.3.13 BLIND – Passenger with visual impairment (may be accompanied by an animal or dog trained to assist him);

8.3.14 DEAF – Passenger with hearing impairment (may be accompanied by a dog trained to assist him);

8.3.15 INF – Lap child;

8.3.16 OXIG – Oxygen for passengers traveling, whether seated or on a stretcher, who require oxygen during the flight.

8.4 Transport of babies and children

8.4.1 For the purposes of international air transport services, a person who has not reached 12 years of age on the date of the flight is considered a minor.

8.4.2 For health reasons, air travel is not recommended for newborns less than 7 days;

8.4.3 Passengers aged up to and including 23 months are considered babies and pay 10% of the adult fare;

8.4.4 Children under the age of two (2 years) must travel on the lap of their parents or the person accompanying them, and are not entitled to a seat;

8.4.5 The mandatory presentation of a valid identity document also applies to minors (birth certificate or personal card on domestic flights, identity card or own passport);

8.4.6 An adult may carry, at most, one child under 2 years of age;

8.4.7 Children, passengers aged between two (2) and before turning twelve (12) years of age, pay 75% of the adult fare in international transport.

8.5 Transport of unaccompanied minors

8.5.1 Children “Child” (CHD)” aged between five (5) and twelve (12) years of age, inclusive on the date of return, may be accepted to travel unaccompanied, subject to confirmation and authorization from the TACV-Cabo Verde Airlines;

8.5.2 Young Passenger, aged between 12-17 years, may be, upon request, accepted as a “Youth Passenger (YP)”, applying the same procedures as an unaccompanied child;

8.5.3 Parents/guardians must not leave the facilities at the departure airport until confirmation that the flight has departed;

8.5.4 At the destination, the carrier will only deliver the minor to the person previously indicated in the minor’s acceptance process at the origin of the trip, upon presentation of identification documentation;

8.5.5 For the transport of unaccompanied minors, a service fee is charged, varying depending on the route. The passenger must request information at the TACV-Cabo Verde Airlines counters, website www.caboverdeairlines.com or from an authorized agent, when requesting the service;

8.5.6 Passenger must find out at the TACV-Cabo Verde Airlines counters, website www.caboverdeairlines.com or one of the authorized agentes about the requirements and documents necessary to accept an unaccompanied minor;

8.5.7 If the conditions required in this article are not met, the child may be refused boarding by TACV-Cabo Verde Airlines;

8.5.8 Unaccompanied minors are not allowed to carry excess baggage, nor extra items as checked baggage, nor animals as hand baggage;

8.5.9 Unaccompanied minors must keep their carry-on baggage to a minimum, with identification and contact information inside or on the baggage, with the same identification and contact rules applying to checked/checked baggage;

8.6 Entry and exit of minors

8.6.1 The entry of minors under 16 years of age is refused, based on Decree – Law No. 66/VIII/2014 of July 17, when they are unaccompanied by the person exercising parental authority over them or written authorization is not presented, with signature recognition by the notary or Cape Verde consular services, granted for this purpose by that person or when there is no one in the national territory who is responsible for their stay.

8.7 Transport of pregnant women

8.7.1 For safety reasons and to avoid harm to health, the transport of pregnant women is subject to the following conditions:

- a) The company accepts the transport of pregnant women without presenting a medical certificate until the first 32 weeks of pregnancy, and the presentation of the pregnancy record, proof of the length of pregnancy, may be required. From 32 to 36 weeks (inclusive) a pregnant woman who intends to travel must request, as far in advance as necessary, from her obstetrician a medical certificate certifying that she is fit to travel by air, indicating the estimated date of birth of the baby and specify the origin, destination and departure and arrival dates. The passenger will have to sign a Term of Responsibility upon acceptance at check-in.
- b) Cabo Verde Airlines does not accept passengers with a pregnancy greater than 36 weeks, except for medical reasons. In these cases, the pregnant woman is obliged to be accompanied by her obstetrician.
- c) The TACV will not, under any circumstances, accept the transport of pregnant women during the last four weeks of pregnancy.
- d) When evacuating, in case of emergency, TACV-Cabo Verde Airlines reserves the right to require the passenger to present the "MEDIF" form (Medical Information Form), authenticated by the hospital and/or her doctor.

8.7.2 The provisions referred to above also apply in relation to the date of a possible return flight.

8.8 Transport of patients and/or sick people

8.8.1 The Passenger's health is the Passenger's responsibility. When a passenger has some type of illness, TACV-Cabo Verde Airlines may transport him/her as long as the passenger assumes responsibility for any effect that the flight may have on his/her health. There are certain conditions or illnesses that require written authorization for air travel, from the passenger's doctor, to ensure that the passenger's health will not be affected during all phases of the flight, until disembarkation.

8.8.2 It is mandatory to fill out the MEDIF form (Medical Information Form), in relation to certain medical conditions and when the passenger is not in perfect health.

8.8.3 It is the passenger's responsibility to document or include information about special services in the reservation. TACV-Cabo Verde Airlines is not responsible for not being able to provide special services, if the information on the need for these services is not properly documented in the format established for this purpose (Request for Special Services "SSR" in its acronym in English).

9 Baggage

9.1.1 Baggage is considered to be articles, objects and other personal effects of a passenger, as necessary or appropriate for wear, use, comfort or convenience in connection with their journey. Unless otherwise specified, this covers both hand and checked baggage. Tools or work instruments related to the Passenger's trade or profession may be included within the baggage, as long as they are a reasonable quantity. As far as possible, baggage must be transported on the same flight as its owner/passenger. All baggage must be handed over by the Passenger to the carrier, in a timely manner at the counter reserved for the carrier, at the airports.

9.1.2 Luggage security at TACV-Cabo Verde Airlines is ruled by applicable aeronautical legislation, namely the Civil Aviation Regulation – CV CAR n° 12 of March 25, 2019.

9.2 Unchecked baggage

9.2.1 Based on the type of fare, the passenger is allowed to carry 1 or 2 hand baggage in the cabin;

9.2.2 Hand baggage cannot weigh more than 8 kg and its dimensions must not exceed 55 x 35 x 25 cm (height, length and width, respectively);

9.2.3 If the limits set out in paragraphs 9.1.1 and 9.1.2 are exceeded, TACV-Cabo Verde Airlines reserves the right to charge the passenger for excess baggage or extra baggage, subject to weight and space availability;

9.2.4 Objects transported in passenger hand baggage must be properly conditioned and packed, in accordance with civil aviation standards and rules;

9.2.5 Objects that cannot be transported in accordance with paragraphs 9.1.1 to 9.1.4 will not be accepted in the cabin and must be transported as checked baggage and charged separately, subject to availability of weight and space, except in the cases provided for in the carrier's regulations or when the carrier has issued an express authorization.

9.2.6 The carrier may adopt measures to make restrictions on the carriage of hand baggage effective.

9.2.7 Passenger's baggage must not contain items classified as dangerous for air transport, and special restrictions and instructions for the transport of weapons, dealt with in specific legislation, must be observed.

9.3 Items that should only be carried in hand baggage:

9.3.1 Personal and necessary medications during the trip, with a medical prescription;

9.3.2 Electronic equipment: laptop, tablet, telephone, electronic diary, PlayStation, CD player, and other similar devices;

9.3.3 Cash, checks, credit card;

9.3.4 Valuable documents and titles, commercial documents;

9.3.5 Passports and other identification documents;

9.3.6 Jewelry and precious metals or similar;

9.3.7 Fragile or perishable objects.

9.3.8 It is prohibited to transport articles that could endanger the aircraft or people or goods on board it, such as those specified in the regulations and standards for the Safe Air Transport of Dangerous Goods, of CV-CAR n° 18 of 06 July 2015 and the International Civil Aviation Organization (ICAO).

9.4 Checked baggage

9.4.1 When handing over the baggage passenger wish to check in, it will be placed under the custody of TACV-Cabo Verde Airlines and the passenger will be issued a baggage tag for each baggage checked in, designed to identify the weight and number of pieces checked in.

9.4.2 Each checked luggage must contain a personal identification label with at least passenger's name and address and be properly closed, in order to guarantee safe transport.

9.4.3 Unless, for reasons beyond the control of TACV-Cabo Verde Airlines, passenger's checked baggage, whenever possible, will be transported on the same flight as the passenger. If the passenger is transported on another flight, his checked baggage will be handed over to him, unless applicable law requires hid presence for customs purposes.

9.4.4 Passenger's baggage must not contain items classified as dangerous for air transport, and special restrictions and instructions for the transport of weapons, dealt with in specific legislation, must be observed.

9.4.5 Objects not suitable for transport in the unchecked baggage or cabin compartment, namely fragile musical instruments that do not comply with the requirements of the paragraph above, will only be accepted for transport in the cabin if TACV-Cabo Verde Airlines has been informed of this by the passenger in advance and has consented to the respective transportation. The passenger may have to pay an extra fee for this service.

9.4.6 TACV- Cabo Verde Airlines reserves the right to not accept baggage that is damaged.

9.5 Baggage allowance

9.5.1 The amount of checked baggage that the passenger can carry free of charge is indicated on his electronic ticket and travel itinerary.

9.5.2 The baggage allowance concept used by TACV-Cabo Verde Airlines corresponds to the volume system (Piece Concept).

9.5.3 Based on the type of fare, each passenger, adult and child, is entitled to a certain baggage allowance; Passenger must inquire at the TACV-Cabo Verde Airlines counters, the company's website at www.caboverdeairlines.com or at agents authorized to provide baggage allowance for each fare type.

9.5.4 For children aged up to and including 23 months, TACV-Cabo Verde Airlines allows free transport of up to 10 kg, maximum dimension of 55 height x 40 length x 20 width, of hold baggage;

9.5.5 The baggage allowance cannot be used to transport live animals.

9.6 Excess baggage

9.6.1 The transport of baggage beyond the permitted luggage allowance, which is free of charge, is subject to the payment of an additional fee, which must be paid at the time of acceptance and check-in of the baggage.

9.6.2 The passenger will only be authorized to carry baggage beyond his free allowance limit, if there is availability in the baggage compartment and on the flight, and some limitations may be imposed on the amount of excess baggage, including the total refusal of its transport.

9.6.3 If the concept of weight is applicable, the passenger will have to pay the amount relating to the transport of excess baggage, in accordance with the rate stipulated by the carrier, charged for each kg.

9.6.4 If the Piece Concept is applicable, excess baggage will be charged according to:

- a) The number of pieces beyond what is permitted;
- b) The size that exceeds the permitted measurements;
- c) The weight that exceeds the permitted amount;
- d) The combination of the above situations.

9.6.5 At the passenger's request, TACV-Cabo Verde Airlines or an authorized agent will inform the passenger about such fees.

9.7 Miscellaneous equipment

9.7.1 Sports items and musical instruments that TACV-Cabo Verde Airlines accepts as checked baggage must be properly packed and the passenger must complete the respective transport declaration, and are subject to an additional service cost that must be paid at the time of purchase or at the time of registration. For information on accepted equipment and fees, the passenger must contact TACV-Cabo Verde Airlines, the authorized agent or consult the company's website.

9.7.2 ?

9.8 Musical Instruments, articles of work or Art.

9.8.1 All material must be covered by a special material strong enough to withstand normal transport handling. If the passenger wishes to carry as hand baggage a musical instrument, art or work article, the dimensions of which do not allow the said 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 in a seat, he must pay the fare corresponding to that seat.

9.9 Right to carry out searches

9.9.1 For security reasons, the passenger baggage will be subject to security control, using an x-ray device, carried out by the competent authority, with the aim of ensuring that prohibited or dangerous items are not loaded on board aircraft. The passenger's baggage may also be subject to a manual search, preferably in his presence, as an additional security measure or when the alert level at that airport so determines.

9.9.2 If the passenger does not wish to agree to such a request, TACV-Cabo Verde Airlines may refuse to transport him and his baggage. In case that a manual search or an x-ray causes damage to his baggage, TACV-Cabo Verde Airlines will not be responsible for such damage.

9.10 Articles not acceptable as baggage

9.10.1 Passenger must not include in his baggage:

- a) Articles likely to endanger the aircraft, people or goods transported, as specified in the TACV-Cabo Verde Airlines manuals, whose transportation is prohibited by applicable laws, regulations and decisions of any State, corresponding to the point of departure or destination and the International Civil Aviation Organization (ICAO);
- b) TACV-Cabo Verde Airlines will inform the passengers, through its website www.caboverdeairlines.com , about the conditions for transporting prohibited items in baggage.

9.10.2 The owner of the baggage is liable for any damage caused to the air carrier or any other carrier due to non-compliance with the prohibitions established in this article.

9.10.3 It is expressly prohibited to transport firearms, ammunition and other weapons as baggage, without authorization from the authority.

9.11 Right to refuse carriage of baggage

9.11.1 TACV-Cabo Verde Airlines refuses to accept for transport any item that, in its reasonable understanding, is not properly and safely packed in appropriate packaging. At passenger request, TACV-Cabo Verde Airlines will inform him about unacceptable wrapping and packaging on board aircraft;

9.11.2 TACV-Cabo Verde Airlines is not responsible for the custody of any refused baggage or item.

9.11.3 TACV-Cabo Verde Airlines may refuse to board any excess baggage that has not been paid for;

9.11.4 TACV-Cabo Verde Airlines may refuse to transport live animals that do not meet travel conditions in accordance with the laws and regulations of the country of origin and/or transit and/or destination;

9.11.5 TACV-Cabo Verde Airlines may refuse to board baggage to passengers who contact “check-in” after the arrival time limit.

9.12 Collection and delivery of checked baggage

9.12.1 The passenger must collect his checked luggage as soon as it is available at his destination or at his place of interruption;

9.12.2 TACV- Cabo Verde Airlines accepts baggage collection upon presentation of the tag or an authorization duly signed by the holder.

9.13 Liquids

9.13.1 For a better understanding and updated information on the conditions for transporting liquids, the passenger should consult the company's website.

9.14 Animals

9.14.1 Live animals may be transported on commercial aircraft, in a baggage compartment or in the cabin. All animals must have a valid health certificate and international vaccination certificate issued by a veterinarian. For more information, see the company page.

10 Schedules and Changes (delays, cancellation and overbooking)

10.1 Schedules

10.1.1 The timetables, aircraft itineraries indicated on tickets, schedules or any other means may undergo necessary changes, without prior notice, in case of force majeure, with the carrier exempt from liability, except for providing assistance to passengers, in accordance with applicable legislation. It may also, without prior notice, substitute other carriers, use other aircraft and modify or remove stopover points indicated on the ticket, in justifiable cases.

10.1.2 If the carrier operating the flight is replaced without prior information and this substitution is not acceptable to the passenger, he or she will be entitled to a refund or to board the first flight of the carrier on which there is space available in the previous class of service reserved.

10.1.3 Before passenger's reservation is accepted, he will be informed of the scheduled flight time and it will be indicated on his ticket. It may happen that TACV-Cabo Verde Airlines has to change the flight time after issuing his ticket. He must provide contact information at the origin and destination in order to be informed of any time changes.

10.1.4 If, after purchasing his ticket, TACV-Cabo Verde Airline makes a significant change to the scheduled flight time and that new time is not acceptable to him and if TACV-Cabo Verde Airlines is unable to accommodate him a reservation on another flight acceptable to him, he will be entitled to a refund in accordance with paragraph 11.

10.2 Changes to the transport contract

10.2.1. Flight delay

10.2.1.1 The airline will ensure that passengers and their baggages are transported as punctually as possible. Established flight schedules may, for technical and/or operational reasons, be subject to change.

10.2.1.2 TACV-Cabo Verde Airlines will take all necessary measures to avoid delays in transporting passenger or his baggage. As part of such measures and to prevent the cancellation of a flight, passenger may, in exceptional circumstances, resort to a flight operated in his name by another carrier and/or another aircraft.

10.2.1.3 The airline will seek to limit schedule changes to what is strictly necessary, informing passengers as soon as possible.

10.2.1.4 In case of a delay in passenger flight, with a single contract, TACV-Cabo Verde Airlines will implement all provisions of the applicable regulations in accordance with local legislation.

10.2.2 Overbooking

10.2.2.1 If, due to a scheduled overbooking, the Carrier is unable to allocate a seat to the Passenger, even if the Passenger has a confirmed Reservation, a valid Ticket and has checked in and arrived at boarding in accordance with the times and conditions required, the Carrier will compensate the Passenger under the terms set out in the applicable regulations, if applicable.

10.2.2.2 ?

10.2.2. Downgrade

10.2.2.3 If the Passenger is placed in a class lower than that to which the Ticket purchased entitles him, the Carrier will refund the amount provided for by the regulations applicable in this matter.

10.2.3 Flight cancellation

10.2.3.1 In case of cancellation of the flight, with a single contract, TACV-Cabo Verde Airlines will implement all provisions of the applicable regulations in accordance with local legislation.

10.2.4 Flight anticipation and Flight interruption

10.2.5 Ticket change

10.2.5.1 When the passenger requests a change to the original travel itinerary, before or after its start, within the validity period of their ticket, the issuing company must replace the ticket and may make adjustments to fares and fees or variations exchange rates occurring during the period of its validity;

10.2.5.2 Requests for cancellation or changes can be made through the TACV-Cabo Verde Airlines counters and Call Center service, the company's website in "My Reservations, and authorized agents.

11 Refunds

11.1 General

11.1.1 Subject to the applicable tariff rules or "Fares" in force at TACV-Cabo Verde Airlines, the refund of a ticket or any unused part thereof, as well as any taxes, fees and charges will be made as follows:

- a) To the person named in the ticket;
- b) If a ticket has been paid for by someone other than the passenger named on it and the ticket indicates the existence of a refund restriction, this will only be due to the person who paid for it (sponsor) or someone designated by the sponsor.
- c) Refunds can be made in the same way and in the same currency used to pay for the ticket.

11.2 Voluntary reimbursements

11.2.1 When the initiative or request comes from the passenger.

11.3 Involuntary reimbursements

11.3.1 Occurs when the conditions described in paragraph 10.2.1 are met.

11.4 Refund of tickets purchased on the Internet (OTA – Online Travel Agencies);

11.4.1 Tickets purchased from virtual e-commerce/online travel agencies, which are not linked to the TACV-Cabo Verde Airlines website, will be managed and reimbursed by them;

11.4.2 Refunds for Credit Card Accounts;

11.4.3 Ticket Refunds paid with credit cards will only be credited to the accounts used to purchase the Ticket. The amounts refundable by TACV-Cabo Verde Airlines will be established in accordance with the rules 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 debited for the purchase of the Ticket, due to conversion differences. These variations are beyond the control of the Airline, and complaints against us are not permitted.

11.5 Right to refuse reimbursement

11.5.1 TACV-Cabo Verde Airlines may refuse a refund when the request is submitted after the ticket's validity period has expired.

11.6 Currency

11.6.1 In accordance with applicable laws, fares and charges may be paid in any currency accepted by TACV-Cabo Verde Airlines, unless another currency is indicated by TACV-Cabo Verde Airlines or by applicable law. When payment is made in the country of departure, in a currency different from the currency in which the fare is published, the exchange rate for this payment will be made in accordance with the bank's purchase rate decided by TACV-Cabo Verde Airlines on the day the ticket is issued.

11.7 Recipient of refund

11.7.1 Unless otherwise provided in this Article, to the person in whose name the ticket was issued, or to the person who paid for the Ticket, provided that documented proof of such payment is provided;

11.7.2 If a Ticket has been paid by a person other than the Passenger designated therein and the Ticket indicates the existence of a refund restriction, TACV-Cabo Verde Airlines will only make a refund to the person who paid it or to someone designated by this person;

11.8 Refunds will only be made by the airline that originally issued the ticket.

12 Conduct on Board

12.1 General

12.1.1 Conduct on board TACV aircraft is ruled by the company's operational manuals.

12.2 Non-Smoking Flights

12.2.1 All TACV-Cabo Verde Airlines VR Flights are non-smoking flights. Smoking is prohibited in all areas of the plane.

13 Additional Services (by third parties)

13.1.1 If a third party is involved in providing the passenger with any services other than air transport or if a ticket or voucher ("voucher") is issued relating to transport or services (other than air transport) to be provided by a third party, such as hotel reservations or driverless car rental, TACV-Cabo Verde Airlines will be acting only as an agent, and will not be responsible for the correct execution of these additional travel services.

13.1.2 The terms and conditions of the third party service provider will be those applicable, by the same, on equal terms;

13.1.3 If surface transportation is also provided, this may be subject to other conditions. Such conditions will be provided at the passenger's request.

14 Administrative Formalities

14.1 Customs inspection

14.1.1 When requested, the passenger must be present for the inspection of his baggage by customs officials, police officers or other government officials. TACV-Cabo Verde Airlines will not be responsible to passenger for any loss or damage you suffer during such inspection or resulting from your failure to attend it.

14.2 Security Inspection

14.2.1 The passenger must submit and allow his baggage to be subjected to any security inspection to be carried out by TACV-Cabo Verde Airlines or by government, airport or carrier officials.

14.3 Advanced Passenger Information

14.3.1 Authorities in some countries require all airlines to transmit passenger personal data to immigration authorities. This data is sent before the departure and/or immediately after boarding, in accordance with applicable regulations. When booking tickets, customers are invited to provide such data, not limited to collecting passport data, emergency contact and residence and destination address.

14.3.2 ?

14.3.3 The data collected will be used exclusively for the purpose mentioned in point 14.3.1. The personal data collected is protected in accordance with the general data protection regulations in force in each country.

15 Successive Carriers

15.1.1 Transport to be carried out by TACV-Cabo Verde Airlines and other carriers under the terms of a single ticket is considered as a single operation for the purposes of the Convention.

15.1.2 In case of successive transport by another carrier or tickets issued separately, TACV- Cabo Verde Airlines does not assume any responsibility for the protection of passengers.

16 Responsibility for Damage

16.1.1 The responsibility of TACV-Cabo Verde Airlines and each carrier involved in the trip will be determined in accordance with the applicable general terms and conditions of carriage.

16.1.2 The carrier is responsible for damage resulting from delays in the air transport of passengers, baggage or goods. However, the carrier will not be liable for damage resulting from delay if it proves that it or its employees or agents took all measures that could reasonably be required to avoid the damage or that it was impossible for them to take such measures.

16.1.3 The provisions relating to the liability of TACV-Cabo Verde Airlines are as follows:

16.1.3.1 Any liability that TACV-Cabo Verde Airlines has for damage will, in accordance with applicable law, be reduced by any negligence of the passenger that has caused or contributed to its occurrence;

16.1.3.2 Unless expressly provided otherwise in these Conditions, TACV-Cabo Verde Airlines will only be responsible for compensatory damages relating to losses and costs proven under the terms of the Montreal Convention;

16.1.3.3 The contract of carriage, namely these Conditions and the exclusions or limitations of liability, applies to agents, workers, employees, representatives and administrators of TACV-Cabo Verde Airlines. The total amount to be obtained will not exceed the amount of responsibility of TACV-Cabo Verde Airlines, if any;

16.1.3.4 Unless expressly provided otherwise, nothing in these Conditions of Carriage shall imply the waiver of any exclusion or limitation of TACV-Cabo Verde Airlines' liability under the Convention or other applicable laws;

16.2 Compensation in case of death or physical damage

16.2.1 In case the Montreal Convention is applicable, TACV-Cabo Verde Airlines is only responsible for the damage caused in case of death or bodily injury to a passenger, if the accident that caused the death or injury occurred on board the aircraft or during an embarkation or disembarkation operation;

16.2.2 TACV-Cabo Verde Airlines cannot exclude or limit its liability for damages referred to in paragraph 16.4.1 above that do not exceed 128.821 DSE special drawing rights per passenger;

16.2.3 TACV-Cabo Verde Airlines will not be responsible for the damages referred to in No. 16.4.1 of point 16.4 (Compensation in case of death or physical damage) that exceed **128,821** SDR (special drawing rights) per passenger, if proven that:

16.2.4 Such damages were not caused by negligence or other willful act or omission by the company or its employees or agents;

16.2.5 Such damages were caused exclusively by negligence or other intentional act or omission of a third party.

16.2.6 Without delay and within a maximum period of 21 (Twenty-one) days after the identity of the individual entitled to compensation has been determined, TACV-Cabo Verde Airlines will make the necessary advance to the individual to meet their immediate economic needs on a proportional basis to the damage suffered.

16.2.7 The fact of making an advance payment does not imply any acknowledgment of liability and will be deducted from any amount that is subsequently awarded based on the company's liability.

16.2.8 TACV-Cabo Verde Airlines will not be responsible for any illness, injury or disability, including death attributable to the passenger's physical condition, nor for his worsening.

16.3 Damage to Baggage

16.3.1 TACV-Cabo Verde Airlines will be responsible for damages occurring during transportation or on the flight segment in which the Air Carrier Designative Code appears in the "carrier" field of the ticket, for such flight or flight segment. In case of issuing a ticket or registering ("check-in") baggage for transport on another carrier, TACV-Cabo Verde Airlines will do so only as an agent of that other carrier.

16.3.2 With regard to checked baggage, passenger may submit a complaint to the operating carrier or the contracting carrier.

16.3.3 If the weight of passenger's checked baggage is not stated on his luggage ticket, it is assumed that it is not more than the free baggage allowance for the class in which he is traveling.

16.3.4 In the transport of baggage, based on Regulatory Decree No. 3/2006 of June 26th and Resolution No. 103/VI/2004 of June 21st, the carrier's liability in case of destruction, loss, damage or delay is limited to 1.288 SDR (special drawing rights) per passenger, unless a special declaration of interest in delivery to the destination is made by the passenger at the time of handing over the baggage to the carrier and upon payment of a possible additional amount. In this case, the carrier will be responsible for paying an amount equal to or less than the declared amount, unless it proves that such amount is greater than the passenger's real interest in delivery to the destination.

16.3.5 The carrier will not be responsible if the damage resulted exclusively from a defect, the nature or defects inherent to the baggage.

16.3.6 In case of unchecked baggage, including personal effects, the carrier is responsible if the damage is caused by the fault of the carrier, its employees or authorized agents.

16.3.7 TACV-Cabo Verde Airlines will not be responsible for any damage caused to passenger's baggage. Any damage caused by his luggage to someone else or to someone else's property, including your own property and the carrier's property, will be the responsibility of the passenger.

16.3.8 ?

TACV-Cabo Verde Airlines will in no way be responsible for damages relating to items that passenger should not include in his baggage, in accordance with paragraph 9.10 (Items not acceptable as baggage), namely fragile, perishable, valuable items such as money, jewelry, precious metals, electronic and computer equipment, negotiable papers, guarantees or other values, employment documents, passports and other identification documents.

16.4 Damage to Passenger and Carrier Responsibilities

16.4.1 In case of delay in the carriage of passengers, unless there is proof that TACV-Cabo Verde Airlines or its workers or agents adopted all measures that could reasonably be required to avoid the damage or that it was impossible to adopt such measures, the liability for damages caused by delay in transportation is limited to 5.346 SDRs (special drawing rights) per passenger;

16.4.2 Carrier's Responsibilities: see the description in paragraph 16.4.1.

16.5 Damage to the Transport of Goods

16.5.1 At TACV-Cabo Verde Airlines, the transport of goods is regulated by the terms and conditions of the Montreal Convention. When transporting goods, the carrier's liability in case of destruction, loss, damage or delay is limited to 22 SDRs (special drawing rights) per kilogram, unless a special declaration of interest in delivery at the destination is made by the consignor at the time of delivery. Delivery of the goods to the carrier and upon payment of a possible additional amount. In this case, the carrier will be responsible for paying an amount equal to or less than the declared amount, unless it proves that such amount is greater than the consignor's real interest in delivery to the destination;

16.5.2 The provisions on damage in the carriage of goods are not applicable if it is proven that the damage resulted from an act or omission of the carrier, our workers or agents, committed with the intention to cause damage or recklessly and with the knowledge that it could probably damage occurs; If such act or omission was committed by a worker or agent, it must also be proven that the worker or agent was acting in the exercise of his or her duties.

17 Complaints and Actions

17.1 Complaints regarding baggage

17.1.1 The receipt, without complaints, of registered luggage by the person qualified to receive it, unless there is proof to the contrary, constitutes a presumption that it was delivered in good condition and in harmony with the transport contract.

17.1.2 In case of delay, the complaint must be presented and after 21 days the baggage is considered legally lost and the loss compensation process must be initiated.

17.1.3 Complaints must be submitted in writing.

17.1.4 If the air carrier providing the flight is not the contracting air carrier, the passenger has the right to submit a complaint or a request for compensation for damages to either of the two.

17.1.5 If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

17.1.6 The complaint regarding irregularities with passenger's baggage must be presented to the "Lost and Found" Service before leaving the airport, so that he can prove that the irregularity with his baggage occurred while it was under the airline's responsibility.

17.2 Complaints Book

17.2.1 In compliance with the provisions of Decree-Law No. 19/2008, of June 9, TACV-Cabo Verde Airlines provides and provides complaint books in all its establishments.

17.3 Prescription of Shares

17.3.1 Any right to damages will cease if an action is not brought within two (2) years from the date of arrival at the destination, the date on which the aircraft should have arrived or the date of interruption of carriage. The way in which the period is calculated is determined by the law of the competent court.

18 Other Conditions

18.1.1 Other regulations adopted by TACV-Cabo Verde Airlines also apply to the transport of passenger and his baggage. Such regulations and conditions, with the changes introduced to them, are important and concern, in particular, restrictions on the use of electronic devices and items, smoking and consumption of alcoholic beverages on board, people with reduced mobility, prohibited items in baggage and limits relating to measurements, size and weight of baggage. Such regulations and conditions will be made available at the passenger's request.

18.1.2 ?

19 Interpretation

19.1.1 The title of each article and each paragraph of these General Terms and Conditions of Carriage is intended only to facilitate the use of this document and should not be taken into account for interpreting the text or for filling complaints. The TACV-Cabo Verde Airlines General Conditions of Carriage are available in Portuguese and English. In case of discrepancy, the Portuguese version will prevail.

20 Jurisdiction

20.1.1 Except as otherwise stated in these General Terms and Conditions of Carriage, the 1999 Montreal Convention, or any other applicable law, any dispute relating to the contract of carriage between the passenger and TACV-Cabo Verde Airlines, will be subject to to the jurisdiction of the courts of Cape Verde, excluding any other court.

21 Amendment and Deletion

21.1.1 No agent, employee or representative of TACV-Cabo Verde Airlines has the authority to alter or eliminate any provision of these Conditions of Carriage, without the express authorization of the highest representative of TACV-Cabo Verde Airlines.

