

**GENERAL CONDITIONS OF CARRIAGE  
(PASSENGERS AND BAGGAGE)**

**ARTICLE 1  
DEFINITIONS**

In the present Conditions, unless the context leads to or it is expressly demonstrated, the following expressions have the following meanings:

**Authorized Agent** — ticket sales agent, appointed by the Carrier to represent it in the selling of the Carrier's air carrying services and, when authorized, the services of other carriers.

**Baggage** — articles and other personal effects belonging to the passenger and considered necessary or appropriate for wear, use, comfort, and convenience during the trip. Unless otherwise specified, it includes the passenger's Checked Baggage and Unchecked Baggage.

**Checked Baggage** — the Baggage that the Carrier takes into custody and for which it is responsible for, issuing a Baggage Ticket and/or a Baggage Tag for that purpose.

**Unchecked Baggage** — any baggage that is not Checked Baggage.

**Ticket** — a document called either Passenger Ticket and Baggage Check or Electronic Ticket, in both cases issued by the Carrier or on its behalf and which includes the Contract Terms, Notices and Coupons.

**Baggage Check** — the portion of the ticket that relates to the carrying of the passenger's checked baggage.

**Conjunction Ticket** — ticket issued by the Carrier for the passenger, in conjunction with another ticket, which together constitute a single contract of carriage.

**Electronic Ticket** — the Itinerary/Receipt, the Electronic Coupons and, if applicable, a boarding document issued by or on behalf of the Carrier.

**Airline Designator Code** — two characters or four letters which identify the air carrier.

**Contract Conditions** — conditions that are declared and identified as such in the Ticket or in the Itinerary/Receipt or that were handed to the passenger with the mentioned documents and that include, as reference, these Conditions of Carriage and warnings.

**Convention** — any or all of the following applicable instruments:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on the 12<sup>th</sup> of October, 1929 (hereinafter referred to as the Warsaw Convention);
- The Warsaw Convention as amended at The Hague on the 28<sup>th</sup> of September, 1955;
- The Warsaw Convention as amended by Additional Protocol no. 1 of Montreal (1975);
- The Warsaw Convention as amended at The Hague and by Additional Protocol no. 2 of Montreal (1975);
- The Guadalajara Supplementary Convention (1961), (Guadalajara);
- The Warsaw Convention as amended at The Hague and by Additional Protocol no. 4 of Montreal (1975);
- The Convention for the Unification of Certain Rules Relating for International Carriage by Air, signed at Montreal on the 28<sup>th</sup> of May, 1999 (hereinafter referred to as the Montreal Convention);

**Damage** — includes death of, wounding of, or bodily injury to a passenger, delay, loss, partial loss, theft of or other damage arising out of or in connection with the carriage provided by the Air Carrier or other services related to the same.

**Days** — means calendar days, including all seven (7) days of the week, provided that, for the purpose of notification, the day upon which the notice is dispatched shall not be counted; and provided that, for purposes of determining the validity of a ticket, the day upon which the ticket is issued or the day in which the flight commences shall not be counted.

**Baggage Identification Tag** — a document issued solely for the identification of the Checked Baggage.

**Events beyond the Carrier's Control** — unusual and unforeseeable circumstances which cannot be controlled by the Carrier and the consequences of which could not have been avoided even if the Carrier had taken all due care.

**Check-in Deadline** — the time limit set by the Carrier and by which the passenger must have completed the check-in and received the Boarding Pass.

**Stopover** — intentional stop on the journey, previously scheduled by the Carrier, at a point between the place of departure and the place of destination.

**Itinerary/Receipt** — a document issued by the Carrier to the Passenger travelling with Electronic Tickets; it contains the passenger's name, flight information and notices.

**Agreed Stopping Places** — those places, except for the place of departure and the place of destination, set out in the Ticket or shown in the timetable as scheduled stopping places on route.

**International Carriage as defined by the Warsaw Convention** — means any carriage in which, according to the contract made by the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are

situated either within the territories of two High Contracting Parties (not having, one or both parties, ratified the Hague Protocol), or within the territory of a single High Contracting Party (who did not ratify the Hague Protocol), if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another Power, even though that Power is not a party to this Convention.

**Carrier** — the air carrier that issues the ticket and all air carriers that carry or undertake to carry the passenger and/or his/her baggage, or air carriers that perform or undertake to perform any other service related to said transportation.

**Passenger** — means any person holding a Ticket, who is carried or is to be carried on an aircraft, except members of the operating crew.

**Transit Passenger** — means a Passenger arriving at an airport for onward travel to another airport:

- (i) on the same flight from that airport.

**Transfer or Transshipment Passenger** — a Passenger arriving at an airport for onward travel to another airport:

- (i) on a connecting flight from that airport, or
- (ii) on a connecting flight from another airport.

**Coupon** — a paper Flight Coupon or an Electronic Coupon, each of which entitles the Passenger named on it the right to travel on the particular flight thereupon identified.

**Electronic Coupon** — means an electronic flight coupon or an Electronic Ticket held in the Carrier's computer base.

**Passenger Coupon or Passenger Receipt** — the portion of the Ticket issued by or on behalf of the Carrier which is marked as such and should be retained by the Passenger.

**Flight Coupon** — the portion of the Ticket which as the words “Good for Passage” or, in the case of an Electronic Ticket, the Electronic Coupon which shows the exact places between which the Passenger is entitled to be carried.

**Tariffs** — the published fares, charges and/or Conditions of Carriage of an air carrier, and related documents which, when required, have been filed with the appropriate authorities.

## ARTICLE 2 APPLICABILITY

### 2.1 General

**2.1.1** Except where clauses 2.2, 2.3, 2.4 e 2.5 say otherwise, the present Conditions of Carriage will apply to all remunerated carriage of passengers and baggage, including services related to the same and performed by the Carrier.

**2.1.2** The present Conditions also apply to gratuitous carriage, except to the extent that the Carrier has provided otherwise in its regulations or in the respective passes or tickets.

### 2.2 Charter Operations

In the case of carriage by charter flight, these Conditions of Carriage will apply only to the extent that they are incorporated, by reference or other means, in the referred agreement or in the Passenger Ticket.

### 2.3 Code shares

On some of its services, SATA has arrangements with other carriers known as Code shares; this means that even if the passenger has one or more reservations with SATA and has one or more tickets with the name SATA or its Airline Designator Code on them, the aircrafts may be operated by other air carriers, even though the contract bears the

name of SATA. If this is the case, SATA will let you know which airline will be operating the flight at the time of the reservation and of the check-in at the airport. This situation may lead to a different level of service.

## **2.4 Overriding of Laws, Regulations and Provisions**

Any provision here contained or referred to will not be considered as part of the contract of carriage only if it happens to be contrary to the Convention, governmental laws, regulations, orders or provisions, which cannot be waived by agreement of the parties. The invalidity of any given provision shall not affect the validity of any other.

## **2.5 Prevalence of Conditions over Regulations**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions and any of the Carrier's specific regulation, these Conditions of Carriage shall prevail.

## **ARTICLE 3 TICKETS**

### **3.1**

#### **3.1.1 Ticket as *Prima Facie* Evidence of the Contract**

Unless proven otherwise, the ticket constitutes *prima facie* evidence of the contract of carriage between the Carrier and the passenger. The Carrier will ensure only the carriage of a passenger holding a valid ticket or proof of payment, or part of it, or any other document issued by the Carrier or Authorised Agent. The Conditions of Contract of Carriage contained in the ticket are a summary of some of the provisions of the current Conditions of Carriage.

#### **3.1.2 Requirement for Ticket**

Except in the case of an electronic ticket, a person shall not be entitled to be carried unless he or she presents a valid ticket, properly issued according to the Carrier's regulation, and containing the flight coupon for that flight, all the other unused flight coupons and the passenger coupon. Furthermore, a passenger shall not be entitled to be carried if the ticket presented is mutilated or has been tampered with by anyone other than the Carrier or an Authorised Agent. In the case of an Electronic Ticket, the passenger shall not be carried unless the passenger provides positive identification and a valid ticket issued in accordance to the Carrier's regulation and contained in the Carrier's database.

### **3.1.3 Loss of Ticket and Other Irregularities**

In case of loss or mutilation of the ticket, partially or on the whole, or in case the ticket presented does not contain the passenger coupon and all the other unused coupons, the Carrier may, at the passenger's request, replace such ticket, partially or on the whole, by issuing a new ticket; in this case, the passenger has to prove, to the Carrier's satisfaction, that a valid ticket had previously been issued for the flights in question and that the passenger agrees, on the Carrier's terms, to pay the rate for issuing a new ticket, in the case of and up to the amount of in which the lost or missing ticket has been used or reimbursed to another passenger.

### **3.1.4 Ticket not Transferrable**

The ticket is not transferrable. If a ticket is presented by someone other than the passenger entitled to the carriage or refund, the Carrier will not be liable to this passenger if in good faith provides carriage or makes the refund to whoever presents the ticket.

### **3.2 Period of Validity**

A regular tariff ticket is valid for carriage for a year from the date the passenger first travelled or from the day it is issued if no portion of the ticket has been used. A ticket issued using non-regular tariffs is valid for carriage or refund only during the period established in the regulation of the Carrier for such tariffs.

### 3.2.1 Extension of Validity

If a passenger is prevented from flying within the validity period of the ticket because the Carrier...

- a) cancels the flight the passenger is booked for, or
- b) omits a scheduled stop, whether it is the place of departure, the place of arrival or a stopover, or
- c) fails to operate a flight reasonably according to Schedule, or
- d) causes the passenger to miss a connection flight, or
- e) substitutes a specific class of service, or
- f) is unable to provide an already confirmed seat,

the validity of such ticket will be extended until the Carrier's first flight with available space in the class of service corresponding to the paid tariff.

**3.2.2** When a passenger is prevented from flying within the validity period of the ticket because at the time the passenger requested the reservation the Carrier was unable to provide it due to lack of space on the flight, the validity of the ticket will be extended until the first flight where the paid-for class of service is available, according to the Carrier's Regulation, or the validity of the ticket will be extended in accordance with the Carrier's Regulation.

**3.2.3** When a passenger, after having commenced his or her journey, is prevented from travelling within the period of validity of the ticket for reasons of illness, the carrier will extend the validity (provided the passenger's paid tariff is no impediment for the extension, applicable in accordance with the Carrier's Regulations) until the date when the passenger becomes fit to travel according to a medical certificate or until the Carrier's first flight after such date from the point where the journey is resumed on which space is available in the class of service paid-for. When the remaining flight coupons or, in the case of an electronic ticket, the electronic coupons imply one or more stopovers, the validity of a regular tariff ticket will be extended for a period no longer than three months from the date of the

medical certificate. In such circumstances, the Carrier will also extend the period of validity of tickets of other members of the passenger's immediate family accompanying the incapacitated passenger.

**3.2.4** In the event of death of a passenger en route, the ticket of the person accompanying the passenger may be modified by waiving the minimum period of stay or by extending its validity. Likewise, in the event of death of any member of the passenger's immediate family who has commenced the journey, the validity of the passenger's ticket or of an accompanying immediate family member may be modified. Any of the afore mentioned modifications will take place after receipt of a proper death certificate and any such extension of validity will not exceed a period of forty-five (45) days from the date of death.

### **3.3 Use and Sequence of Coupons**

**3.3.1** The Carrier will accept the flight coupons or, in the case of an electronic ticket, the electronic coupons only in sequence from the place of departure, as shown in the ticket.

**3.3.2** A ticket cannot be considered valid and the Carrier will not accept a ticket if the first flight coupon or, in case of an electronic ticket, an electronic coupon for an international flight has not been used and the passenger commences his journey at an authorized stopover.

**3.3.3** Each flight coupon or, in the case of an electronic ticket, an electronic coupon will be accepted for carriage in the class of service, date and flight thereupon specified. When the flight coupons are issued without a specific reservation, the seat will be reserved, on the passenger's request, and subject to possible restrictions of the tariff in use and availability of space on the flight applied for.

### **3.4 Name and Address of the Carrier**

The name of the Carrier can be abbreviated, in the ticket, in accordance with the Airline Designator Code or any other abbreviation. The address of the Carrier will be the airport of

departure shown on the ticket before the first abbreviation of its name or, in the case of an electronic ticket, as indicated for the first flight segment in the Itinerary/Receipt.

#### **ARTICLE 4 STOPOVERS**

**4.1** Stopovers are allowed when previously scheduled with the Carrier, unless governmental rules or the Carrier's regulations do not allow them.

#### **ARTICLE 5 FARES, TAXES, FEES AND CHARGES**

##### **5.1 General**

Fares apply only for carriage from the airport at the place of departure to the airport at the place of destination. Fares do not include ground transport between airports and the city centres, unless the Carrier's regulations anticipate such transportation without additional charges.

##### **5.2 Applicable Fares**

Fares applicable to carriage subject to the present Conditions are the ones published by the Carrier or, if not published, those established in accordance with the Carrier's regulations. Whether subject to governmental requirements or to the Carrier's regulations, the applicable fare is the fare for the flight or flights in effect on the date of the commencement of the carriage covered by the first flight coupon or, in the case of an electronic ticket, an electronic coupon, as shown for the flight of the first portion of the Itinerary/Receipt. When the amount charged is not the applicable fare, the difference shall be paid by the passenger or reimbursed by the Carrier, as the case may be, in accordance to the Carrier's regulations.

### **5.3 Itineraries**

Unless otherwise stated on the Carrier's regulations, the fares are applicable both ways and concern only itineraries published in connection with the fares. If there are several itineraries to which there is the same fare, the passenger may, before the ticket is issued, specify the preferred itinerary. If no itinerary has been specified, the Carrier may determine it.

### **5.4 Taxes, Fees and Charges**

It is the passenger's responsibility to pay all taxes, fees and charges determined by a Government, or any other authority, or by the operator of an airport, for a passenger and for the use of any services or facilities by a passenger, except as otherwise provided by the Carrier.

### **5.5 Currency**

The fares and taxes may be paid in any currency accepted by the Carrier. When the payment is made in a currency other than the currencies in which the fare is published, such payment will be made at the exchange rate established in accordance with the Carrier's regulations.

## **ARTICLE 6 RESERVATIONS**

### **6.1 Reservations Requirements**

**6.1.1** Reservations are not confirmed until registered as accepted by the Carrier or an Authorised Agent.

**6.1.2** As provided by the Carrier's regulations, some fares have conditions that limit or exclude the passenger's right to alter or cancel reservations.

### **6.2 Ticketing Time Limits**

If the passenger fails to pay for the ticket or has not made credit arrangements with the Carrier within the time limit specified by the Carrier or by an Authorised Agent, these may cancel the reservation.

SATA will allow its passengers to, without an extra fee, cancel a reservation until 24 hours after it was made, if SATA demands the payment of the ticket at the time of reservation.

### **6.3 Personal Data**

The Passenger recognises that the personal data he or she has given to the Carrier was with the purpose of making one or more reservations, issuing one or more tickets and obtaining correlated services, developing and supplying services, facilitating emigration and entry procedures and, concerning the voyage, of making such data available to government departments. For these purposes, the Passenger authorises the Carrier to hold and use this information and convey it to its offices, and/or its subsidiaries, and/or its Authorised Agents, and/or government departments, and/or other Carriers, and/or providers of the services here mentioned, and/or credit institutions and other credit card companies, and/or data processors who provide such services to the Carrier in whatever country they may be located.

### **6.4 Seating**

The Carrier does not guarantee any particular seat in the aircraft and reserves itself the right to, at any moment and even after the passengers have boarded the plane, to assign or redistribute the seating. This may happen for security or operational reasons.

### **6.5 Service Charge when the Space is not occupied**

According to the Carrier's regulations, a service charge may be payable by a passenger when he or she fails to occupy the space for which a reservation has been made.

### **6.6. Reconfirmation of Reservations**

All onward, departure or return reservations are subject to reconfirmation, in accordance with the Carrier's regulations and within the time limits specified. Failing to comply with this requirement gives the Carrier the right to cancel any onward or return reservations.

#### **6.7 Cancellation of Onward Reservations made by the Carrier**

If a passenger fails to occupy the place that has been assigned for a certain flight, the Carrier has the right to cancel, or to request cancellation of, any onward or return reservations that has made or obtained for the passenger.

### **ARTICLE 7 CHECK-IN AND BOARDING**

The passenger shall arrive at the Carrier's check-in point at the airport, or any other place of departure, at the time set by the Carrier, or, if no time has been set, sufficiently in advance of flight departure to permit completion of all legal formalities and boarding procedures. If the passenger fails to comply, or appears improperly documented and not ready for travelling, the Carrier may cancel the place reservation. The departure of flights will not be delayed by passengers who arrive to check-in time too late (from the Carrier's point of view) for the departure formalities to take place. The Carrier is not liable to the passenger for loss or expense resulting from the passenger's failure to comply with the provisions of this Article.

### **ARTICLE 8 REFUSAL AND LIMITATION OF CARRIAGE**

#### **8.1 Right to Refuse Carriage**

For security reasons, the Carrier will refuse carriage of any passenger or passenger's baggage, in accordance with the exercise of its reasonable discretion and if determines that:

- 8.1.1** such action is necessary to avoid breaking laws, regulations or orders of any country or territory the passenger is flown to, from or over; or
- 8.1.2** The conduct, age, physical or mental state of the passenger is such as to:
- 8.1.2.1** require special assistance from the Carrier; or
  - 8.1.2.2** cause discomfort to or raise objections from other passengers; or
  - 8.1.2.3** involve hazard or risk to him or herself or to other persons or property; or
- 8.1.3** Such action is deemed necessary because the passenger did not observe the instructions of the Carrier; or
- 8.1.4** The passenger has refused to comply with the safety procedures; or
- 8.1.5** The fees, taxes or fares have not been paid or the credit arrangements agreed between the Carrier and the passenger have not been complied with; or
- 8.1.6.1** the passenger has no valid travel documents; or
- 8.1.6.2** the passenger appears to seek entrance to a country through which he or she is in transit or transshipment; or
- 8.1.6.3** the passenger may destroy his or her documentation during the flight; or
- 8.1.6.4** the passenger may refuse, if requested by the crew, to surrender his or her documentation, against receipt; or
- 8.1.7** the Ticket...
- 8.1.7.1** has been unlawfully acquired or bought from an entity other than the Carrier or an Authorised Agent; or
  - 8.1.7.2** has been reported as being lost or stolen; or
  - 8.1.7.3** is a counterfeit ticket; or
  - 8.1.7.4** any flight coupon, or electronic coupon, has been altered by anyone other than the Carrier or an Authorised Agent, or a flight coupon has been mutilated and the Carrier reserves the right to retain the printed ticket; or
- 8.1.8** the person presenting the ticket cannot prove that he or she is the person named in the ticket.

## **8.2 Special Assistance**

- 8.2.1** Acceptance for carriage of unaccompanied minors, persons with a disability, pregnant women, and persons with illness or other persons requiring special assistance is subject to prior arrangement with the Carrier. If such passengers did inform of any special requirements when the ticket was issued and such requirements were accepted by the Carrier, the carriage shall not be refused based on the respective conditions or special requirements.
- 8.2.2** According to what is stated in 8.2.1, if the passenger declares to the Carrier that he or she is self-sufficient and capable of, during the flight, take care of his or her physical needs without help, namely in what concerns health, safety and hygiene, then the passenger will be allowed to travel without accompanying passenger and the Carrier will not be required to pay any onboard assistance that goes against whatever has been declared by the passenger.

## **ARTICLE 9**

### **BAGGAGE**

#### **9.1 Items Unacceptable as Baggage**

**9.1.1** The passenger shall not include in his or her baggage:

**9.1.1.1** items which do not constitute baggage, as defined in article 1;

**9.1.1.2** items which are likely to endanger the aircraft or people or property onboard, such as those specified in the 'International Civil Aviation Organization (ICAO) Technical Instructions for Safe Transport of Dangerous Goods by Air' and the 'International Air Transport Association (IATA) Dangerous Goods Regulations' and in the Carrier's Regulations (when requested, the Carrier provides further information);

**9.1.1.3** items whose transportation is forbidden by law, regulations and applicable decisions from any state of departure or of destination;

**9.1.1.4** items which, given the type of aircraft used, the Carrier considers as inappropriate for carriage, or because they are dangerous, or because they are dangerous due to their weight, size, shape or nature, or because they are fragile or perishable.

**9.1.1.5** live animals, except as provided for in 9.10.

**9.1.2** Firearms, ammunition and other types of weapons other than for hunting or sporting purposes are forbidden onboard. Firearms, ammunition and other types of weapons for hunting or sporting purposes may be accepted as Registered Baggage, in accordance with the Carrier's Regulations. To that purpose, the passenger will, when of the reservation, inform the Carrier of his or her intention to carry such items and present all necessary documentation. All firearms must be unloaded, with the safety catch on and properly packed. The carriage of ammunitions is subject to the ICAO and IATA regulations, as specified in 9.1.1.2 (when requested, the Carrier provides further information).

**9.1.3** Money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other values, business documents, passports and other identification documents shall not be included in the checked baggage.

**9.1.4** Weapons such as antique firearms, swords, knives and similar items may be accepted as checked baggage, in accordance with the Carrier's regulations, but will not be permitted in the cabin.

**9.1.5** If any of the items mentioned in the previous paragraphs is carried, whether or not their carriage is forbidden, or because its carriage is not acceptable, the Carrier is not liable for any loss, stealing or damage of these items. The liability limitations and other provisions of these conditions are applicable for the Carriage of baggage.

## **9.2 Right to Refuse Carriage**

**9.2.1** The Carrier may refuse the carriage as baggage of any of the items specified in paragraph 9.1 and may also refuse further carriage of any baggage if it is constituted, partially or on the whole, by those items.

**9.2.2** The Carrier may refuse the carriage as baggage of any item due to its size, shape, weight or nature.

**9.2.3** Unless when advance arrangements are made with the Carrier, the Carrier may carry in later flights baggage which is in excess of the free allowance.

**9.2.4** The Carrier may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or similar containers, so that a safe carriage and ordinary handling are guaranteed.

### **9.3 Right of Search**

For security and reasons, the Carrier may request from the passenger permission to search him or her and his or her baggage, and will have the right to search the passenger's baggage in his or her absence if the passenger is not available to provide authorisation with the purpose of determining if he or she possesses, or if the baggage contains, any of the articles specified in paragraph 9.1.1 or any weapons or ammunitions that have not been declared, in accordance with paragraph 9.1.2. If the passenger is unwilling to comply with such request, the Carrier has the right to refuse to carry the passenger and his or her baggage.

### **9.4 Checked Baggage**

**9.4.1** From the moment the baggage is delivered to the Carrier, checked baggage will remain under the Carrier's custody and the Carrier will issue an identification tag for each piece of checked baggage.

**9.4.2** If the baggage is not identified by name, initials or any other means of personal identification, the passenger must affix such identification to the baggage prior to acceptance.

**9.4.3** Checked baggage shall be carried in the same flight of the passenger, unless the Carrier decides that it is impracticable; in this case, it shall be carried in the first flight, before or after, in which there is availability of space and weight.

## **9.5 Free Baggage Allowance**

### **9.5.1 Checked Baggage**

Passengers may carry free of charge baggage in accordance with the specifications, conditions and limitations contained in the present Conditions of Carriage and the Carrier's regulations. The amount of free of charge baggage to be carried is of 20 kilos and is specified in the Ticket(s) or, in the case of an Electronic Ticket, in the Itinerary/Receipt.

### **9.5.2 Cabin Baggage**

The passenger may also carry with himself or herself free of charge baggage into the cabin with the maximum weight of 6 kilos. Besides this baggage, the passenger may carry other items as shown in the Ticket(s) or, in the case of an Electronic Ticket, in the Itinerary/Receipt. However, if for reasons of size or shape, it is not possible to fit the item securely into storage compartments, and even if these items are within acceptable weight limits, such items shall not be carried inside the cabin.

## **9.6 Excess Baggage**

Carrying baggage in excess of the free baggage allowance is subject to the payment of a fee, according to the Carrier's regulations.

## **9.7 Excess Value Declaration and Fee**

**9.7.1** If, in accordance with the Carrier's regulations, the Carrier offers facilities in the carriage of an excess value, the passenger will declare a value for checked baggage in excess, within the applicable liability limits. If the passenger makes such a declaration, he or she must pay the applicable charges.

**9.7.2** The Carrier may refuse the excess value declaration of the checked baggage when part of the Carriage is provided by another carrier which does not offer the facility.

## **9.8 Unchecked Baggage**

**9.8.1** Baggage carried by the passenger on to the cabin must fit under the seat in front of the passenger or in an enclosed compartment in the cabin. Items determined by the Carrier to be of excessive weight or size will not be permitted in the cabin.

**9.8.2** Unsuitable items for carriage inside storage compartments (such as fragile musical instruments) will only be accepted as baggage inside the cabin if the Carrier has been previously informed and has given permission. For the carriage of these items the passenger may have to pay an additional fee.

## **9.9 Collection and Delivery of Checked Baggage**

**9.9.1** The Passenger must collect his or her Checked Baggage as soon as it becomes available for collection at points or places of destination or stopover. If the passenger fails to collect the Checked Baggage within a reasonable time limit, the Carrier may charge a storage fee. If the passenger fails to collect the Checked Baggage within 3 months from the date it becomes available, the Carrier may dispose of it without any liability towards the passenger.

**9.9.2** Only the bearer of the Baggage Check (if any has been issued) and the Baggage Tag provided to the passenger when of the check-in is entitled to the delivery of the Checked Baggage. Failure to exhibit said baggage tag will not prevent the passenger from collecting his or her baggage, provided the passenger makes proof of such tag having been issued and/or the baggage is identified by other means.

**9.9.3** If a person claiming Checked Baggage is unable to produce the Baggage Check (if any has been issued) and is unable to identify the Baggage through a Baggage Tag, the Carrier will only deliver the Baggage if the passenger convinces, to the Carrier's satisfaction, of his or her right to it; when requested by the Carrier, the passenger will provide an adequate warranty in order to indemnify the Carrier for any loss, damage or expenses resulting from the delivery under such circumstances.

**9.9.4** Acceptance of baggage by the bearer of the identification tag without complaint at the time of delivery is prima facie evidence, unless proven otherwise, that the baggage has been delivered in good condition and according to the contract of carriage.

#### **9.10 Animals**

**9.10.1** Dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry permissions and any other documents required by countries of entry or transit will be accepted in accordance with the Carrier's regulations.

**9.10.2** If it is accepted as Baggage, the animal, together with its crate and food, will not be included in the free baggage allowance but will be considered as excess Baggage, subject to the payment of the applicable fare.

**9.10.3** Guide dogs, together with containers and food, accompanying impaired passengers will be carried free of charge in addition to the normal free baggage allowance, but their carriage is subject to the Carrier's conditions.

**9.10.4** Without prejudice to the liability regulations of the Convention or of any other applicable law and except for negligence by the Carrier, acceptance for the carriage of pets and guide dogs is subject to the condition that the passenger takes full responsibility for such animals. The Carrier will not be liable for injuries, loss, delay, illness or death of such animals, nor for any damage resulting from entry into or passage through any country, State or territory being denied.

### **ARTICLE 10 SCHEDULES AND CANCELLATION OF FLIGHTS**

#### **10.1 Schedules**

The Carrier undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch and to comply with the established schedules for the date of travel.

**10.2 Schedule cancellation, alteration, etc.**

If, due to circumstances beyond its control, the Carrier cancels or delays a flight, is unable to provide previously reserved places, does not land at a scheduled stopover or at the final destination, or causes the passenger to miss a connection flight the passenger had reserved, the Carrier shall either:

**10.2.1** carry the passenger on another flight with available places; or

**10.2.2** re-route the passenger to the destination shown on the ticket or to the route the Carrier was contracted for by its own scheduled services or by the scheduled services of another carrier or by means of ground transport. If the sum of the fare, excess baggage charge and any other applicable service fee for the revised route is higher than the refund value of the ticket or portion of it, the Carrier shall not charge any additional fee or fare to the passenger, and shall refund the difference in fees and fares when the re-routing ones are lower; or

**10.2.3** make a refund in accordance with article 11, thus being under no further liability towards the passenger.

**10.3** In case of refusal to board, the current legal provisions are applicable.

**10.4** Except in the case of its acts being done with the purpose of damaging or recklessly, the Carrier shall not be held liable for mistakes and omissions in the published schedules, or for information on dates or times of departures and arrivals of flights, or over the operation of any flight, provided by employees, agents or representatives of the Carrier.

**ARTICLE 11**  
**REFUNDS**

**11.1 General**

When the Carrier does not provide carriage according to the carriage contract, or in the case the passenger voluntarily changes the provisions of that contract, the Carrier shall refund an unused ticket, on the whole or partially, in accordance with the following paragraphs contained in this article and further provisions on refunds contained in the Carrier's regulations.

**1.1.2 Person to whom refund will be made**

- 11.2.1** Except as hereinafter provided in this article, the Carrier shall be entitled to make the refund either to the person named in the ticket or to the person who paid for it, upon presentation of satisfactory proof.
- 11.2.2** If a ticket has been paid by a person other than the person named in the ticket, and the Carrier has indicated in the ticket at the time it was issued that there is a refund limitation, the Carrier shall make the refund only to the person paying for the ticket or to that person's order.
- 11.2.3** Except in the case of lost tickets, the refund shall only be made on presentation of the passenger coupon to the Carrier and the delivery of all unused flight coupons.
- 11.2.4** A refund made to whomever presents the passenger coupon and all the unused flight coupons, and holding himself or herself as the person entitled to the refund, according to points 11.2.1 or 11.2.2, shall be considered as the proper refund and shall discharge the Carrier from any liability and any claim for further refund.

**11.3 Involuntary Refunds**

If the passenger is prevented from using, on the whole or partially, the carriage specified in his or her ticket due to cancellation, postponing or delay of a flight beyond reasonable limits, for omission of a stopover indicated in the ticket, for impossibility of the Carrier to guarantee an already reserved place, for replacement of equipment or class of service for a different one and lower to the rate paid, for making the passenger miss a connection flight he has reservations for, for disembarking the passenger or refusing to carry him or her, the amount of the refund shall be:

**11.3.1** An amount equal to the one paid if no portion of the ticket has been used;

**11.3.2** If one portion of the ticket has been used, the refund will be higher than:

**11.3.2.1** the one way fare (excluding discounts and applicable fees) from the point of interruption to the closest destination or stopover, or

**11.3.2.2** the difference between the paid fare and the fare for the transportation used.

#### **11.4 Voluntary Refunds**

If a passenger wishes a refund of the ticket for reasons than those indicated in the previous paragraphs of this Article, the amount of the refund shall be:

**11.4.1** if no portion of the ticket has been used, an amount equal to the paid fare, minus the amount of any service fees or any applicable cancellation fees;

**11.4.2** if one portion of the ticket has been used, the refund shall have an amount equal to the difference between the paid fare and the applicable fare for the journey between the points to which the ticket has already been used, minus any service fees or any applicable cancellation fees.

#### **11.5 Lost Tickets Refund**

**11.5.1** If a ticket, on the whole or partially, is lost, the refund shall be made against evidence considered satisfactory by the Carrier and subject to the payment of any applicable service rate, as long as:

**11.5.1.1** the lost ticket, on the whole or partially, has not been already used, previously reimbursed or replaced;

**11.5.1.2** the person to whom the refund is made agrees, in the terms defined by the Carrier, to indemnify the Carrier for the reimbursed amount, in the case of, and so far as, the lost ticket, on the whole or partially, is used by somebody else, or is reimbursed to any other person owning it.

### **11.6 Right to Refuse Refund**

**11.6.1** The Carrier may refuse the refund of the respective ticket when the refund request is made later than (or more) thirty days after the date of loss of validity of the ticket, in accordance with the Carrier's regulations;

**11.6.2** The Carrier may refuse the refund of a ticket which has been presented to the Carrier, or has been presented to the Official Entities of a country, as evidence of intention to depart there from, unless the passenger proves to the Carrier's satisfaction that he or she is authorised to stay in that country, or that he or she will depart from it by another carrier or other means of transport.

### **11.7 Currency**

All refund is subject to Government laws, regulations, rules or orders of the country where the ticket was originally acquired or of the country where the refund is made. Without prejudice to the previous provision, refunds are made in the currency in which the ticket was paid for, but may be made in another currency, in accordance with the regulations of the Carrier making the refund.

### **11.8 By Whom the Ticket is Refundable**

The refund will only be made by the Carrier that originally issued the ticket or an Agent on its behalf, if authorised.

## **ARTICLE 12**

## **CONDUCT ABOARD THE AIRCRAFT**

- 1.** If a passenger conducts himself or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or to obstruct the crew in the performance of their duties, or refuses to comply with any instructions from the crew, or behaves in a manner objectionable by other passengers, the Carrier may take such measures as it deems necessary to prevent the continuation of such conduct, including restraint of the passenger.
- 2.** Aboard the aircraft, the passenger may not operate portable radios, electronic games or transmitting devices, including radio-controlled toys, walkie-talkies or mobile phones (which should be switched off during the whole flight). The passenger may not operate any other electronic devices on board without the Carrier's permission. Exception made for portable recorders, hearing aids or heart pacemakers, which may be operated.

### **ARTICLE 13**

#### **ARRANGEMENTS BY CARRIER**

If, in the course of concluding an air carriage contract, the Carrier also agrees to provide additional services, the Carrier is not liable to the passenger except if there was negligence on its part.

### **ARTICLE 14**

#### **ADMINISTRATIVE FORMALITIES**

##### **14.1 General**

The passenger must act in conformity to the laws, regulations, orders and requests of the countries to be flown into, from or over and according to the rules and instructions of the Carrier. The Carrier shall not be liable for any assistance or information in connection with obtaining the necessary documents or the compliance of the laws, regulations, orders, demands and requirements given to any passenger by an agent or employee of the

Carrier, either in writing or otherwise, or by the consequences hence resulting from not obtaining those documents or not complying with the mentioned laws, regulations, orders, requests, requirements, rules or instructions.

#### **14.2 Travel Documents**

The passenger shall present all entry, exit, health documents or any other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and allow the Carrier to take and hold copies of the same. The Carrier reserves the right to refuse carriage to any passenger who has not complied with the applicable laws, regulations, orders, demands or requirements, or whose documents are not in order, or who does not permit the Carrier to take and hold copies of said documents.

#### **14.3 Refusal of Entry**

The passenger will have to pay the applicable fare whenever the Carrier, by order of a proper authority, is required to return the passenger to his or her place of origin, or to any other place, owing to the passenger's inadmissibility to a country, whether of transit or of destination. The Carrier will not refund the fare charged by the carriage up to the point of refusal of entry or deportation.

#### **14.4 Passenger Responsible for Payment of Fines, Detention Costs, etc.**

If the Carrier has to pay any fine or penalty, or has to put down any deposit, or to incur in any expenditure due to the passenger's failure to comply with any laws, regulations, orders, demands or travel requirements of the countries concerned, or to the passenger's failure to present the required documents, the passenger will have to reimburse the amount paid, deposited or any expenditure so incurred. The Carrier may use as means of payment any funds paid by the passenger for liquidation of unused carriage, or any amount the passenger possesses at the time.

#### **14.5 Customs Inspection**

When required, the passenger will have to attend inspection of his or her baggage, checked or not, done by Customs or any other official Authorities. The Carrier is not liable to the passenger for any damage for failure to comply with this requirement.

#### **14.6 Security Inspection**

The passenger will submit himself or herself to any security inspection by Government or airport officials or by the Carriers.

### **ARTICLE 15 SUCCESSIVE CARRIERS**

Carriage to be performed by successive Carriers under one ticket, or one ticket together with tickets from successive Carriers is regarded as one single operation.

### **ARTICLE 16 LIABILITY**

**16.1.** Carriage not included in these Conditions is subject to the rules and limitations relating to liability established by the Convention, unless if such carriage is not an international one, which in this case the Convention applies.

**16.2.** In carriage which is not international to which the Convention applies:

**16.2.1.** The Carrier shall be liable for any damage caused to the passenger or his or her checked baggage, only if such damage is exclusively caused by the negligence of the Carrier.

**16.2.2.** Except in cases of acts or omissions done with the intent to cause damage, or of exceptional carelessness, and with knowledge that damage would probably result, the Carrier's liability towards each passenger in case of

death, injury or other physical damage will be limited to the amount established in accordance with the applicable laws.

**16.3** Insofar as there is no conflict with the foregoing and whether the Convention applies or not:

**16.3.1** The Carrier is liable only for damage occurring in its own lines. A Carrier that issues a ticket or checks baggage for carriage in another Carrier's lines acts only as an Agent on behalf of. Nevertheless, in the case of checked baggage, the passenger also has a right of action against the first or the last Carrier.

**16.3.2** The Carrier is not liable for any damage to the unchecked baggage, unless such damage is caused by the Carrier's negligence. If there has also been, on the passenger's side, negligence, the Carrier's liability will be subject to the applicable laws only in what concerns its contribution towards a negligent act.

**16.3.3** The Carrier is not liable for any damage resulting from the compliance, on its part, to governmental laws, regulations, orders or requirements, or to the passenger's failure to comply with the same.

**16.3.4** Except in cases of acts or omissions done with the intent to cause damage, or for exceptional carelessness, and with the knowledge that probably damage would result, the Carrier's liability in what concerns damage to the checked baggage will be limited to 17 SDR by kilogram, and, in the case of damage to unchecked baggage, the Carrier's liability will be limited up to 332 SDR, where the Warsaw Convention applies to the passenger's journey, as corrected; or 1.131 SDR for checked and unchecked baggage, where the Montreal Convention applies to the journey, but bearing in mind that in both cases and in accordance with the applicable law there may exist different liability limits. The SDR is a special drawing right as defined by the European Monetary System. The value of a SDR is of approximately 1,12 Euros (one Euro and twelve cents) or of 1,58 dollars (one dollar and fifty-eight cents), values dating from March, 2011, but the conversion rate may fluctuate. According to the Warsaw Convention, if the weight of the baggage is not recorded on the baggage ticket, it is presumed that the total weight of the baggage does not exceed the free baggage allowance, as provided by the Carrier's regulations.

If, in the case of checked baggage, a higher value is declared, pursuant to 9.7, the Carrier's liability will be limited to that same value.

**16.3.5** The Carrier's liability will not exceed the amount of damage caused. **Furthermore, the Carrier will not be liable by indirect or consequential damage.**

**16.3.6** The Carrier is not liable for damage done to the passenger or to the passenger's baggage by causes resulting from the baggage contents. The passenger, whose baggage contents cause damage to another passenger or to another passenger's baggage, or to the Carrier's property, will indemnify the Carrier for damages and expenditures thence resulting.

**16.3.7** The Carrier is not liable for damage caused to fragile or perishable items, money, precious metals, jewellery, computers, electronic devices, credit papers, bonds or other valuables, business papers, passports and other identification documents, or other specially valuable items included in the passenger's checked baggage.

**16.3.8** If a passenger whose age or mental or physical condition is such as to involve risk to him or herself, the Carrier is not liable for any illness, injury or inability, including death, attributable to such condition or by the aggravation of such condition.

**16.3.9** Any exclusion or limitation of the Carrier's liability will be applicable to its agents, employees and representatives and to any person whose aircraft is used by the Carrier and by its agents, employees and representatives. The total indenisation amount demandable from the Carrier and its agents, employees and representatives, and from said person, will not exceed the Carrier's liability limit.

**16.4** Unless so expressly provided, none of the rules here contained will waive any exclusion or limitation of the Carrier's liability resulting from the applicable Convention or laws.

**16.5** For Carriers who are parties to the Montreal Agreement, a Special Agreement is applicable to carriage from, to or with a schedule stopping place in the United States of America.

## **ARTICLE 17**

### **TIME LIMITATIONS FOR CLAIMS AND LEGAL ACTIONS**

#### **17.1 Notice of Claims**

No action shall lie in the case of damage to checked baggage unless the person involved immediately informs the Carrier of the damage or, at the latest, within 7 days after the date of receipt; in case of baggage delay, the complaint may be made within 21 days from the date on which the action is placed at his or her disposal. All complaints must be made in writing.

#### **17.2 Limitation of Actions**

Any right to damages expires if a liability complaint is not brought within two years from the date of arrival to the destination, or of the date on which the carriage stopped.

## **ARTICLE 18**

### **INTERPRETATION**

The title of each Article on these Conditions of Carriage has for purpose solely to help its usage and should not be taken into account in the text interpretation.

## **ARTICLE 19**

### **ALTERATIONS**

No agent, employee, administrator or representative of SATA has authority to alter or modify any of the provisions of these Conditions of Carriage or of the regulations of SATA or to waiver them.

**ARTICLE 20  
APPLICABLE LAW**

These Conditions of Carriage are ruled and must be interpreted in accordance with the Portuguese laws.

**ARTICLE 21  
COMPETENT JURISDICTION**

Unless so expressly provided in these Conditions of Carriage or in the Convention or in any other applicable law, any litigation concerning the passenger's contract of carriage with SATA is subject to the exclusive competence of the *Tribunal Judicial de Ponta Delgada* [Judicial Court of Ponta Delgada], excluding all other courthouses.

**ARTICLE 22  
PREVAILING VERSION**

These Conditions of Carriage were originally written in Portuguese and are hereby translated into English and there may be other translations into other languages. In case of conflict between any of these written versions and the original Portuguese version, the latter will prevail.

**Ponta Delgada, March, 2009**