

# TAP Air Portugal

## “Responsible Booking Policies”

Booking Procedures and Consequent Penalties

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# Responsible Booking Policies

For GDS Agents

## Introduction

The purpose of this document is to inform our agency partners about existing rules and recommended behaviour regarding booking procedures and air segment management. We count on the cooperation of our business partners in adhering to these policies which serve for everybody's benefit, both TAP, agents and passengers.

This booking policy enables TAP to manage the flight inventories in an optimal manner, allowing us to offer better prices, improving at the same time the passenger service while avoiding booking mistakes.

TAP will enforce this following set of rules, which comply with IATA regulations partly provided at the end of this document.

TAP will audit all of these transactions to identify the non-compliant, and after confirmation of non-compliance reserves the right to issue an ADM (Agency Debit Memo) or invoice.

TAP Air Portugal also reserves the right to issue adms for reasons not yet specified in this document, for misuses not yet indicated.

TAP has the highest consideration for its commercial partners, values their continuous help and contribute, and believes that this following set of policies will benefit both agencies and passengers. TAP will take in consideration all suggestions in order to improve this document and procedures, aiming for a better service.

# Responsible Booking Policies

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## Booking Policies

### 1. CREATION OF A PASSENGER BOOKING

When creating or changing one or more passengers booking (PNR), the itinerary must be booked in accordance with the Origin and Destination sequence (O&D) and time schedules.

The Minimum Connection Time must be always respected when booking an itinerary with TAP, a Codeshare and/or other airlines.

TAP provides an availability level on Married Segments that may differ if sold separately, including the Minimum Connection Time which may also change.

Travel agencies should avoid creating bookings on the day of the flight without immediate issuance.

We recommend that each PNR corresponds to a single ticket per passenger, that is, on a same pnr there shouldn't be more than one ticket per passenger (for example, two one-way tickets). This recommendation aims to avoid the situation where segments of the same pnr and ticketed on different documents are cancelled in case of no-show on any of the segments, leading to flight reposition.

### 2. TICKET ISSUANCE DEADLINE

Date and time to issue the ticket is set in each booking by an automated TAP system.

In case the issuance of the ticket does not comply with this message, the booking will be cancelled, or segments status will change to 'HX', and these changed segments must be immediately removed (refer to point 15).

If booking possesses multiple passengers, and not all tickets are issued, TAP system will split the booking and cancel only the remaining un-ticketed passengers.

For private fares, the authorized travel agents must insert the correct SSR/OSI that indicates the private fare basis that will be issued. The incorrect use of this SSR/OSI to benefit from a longer time limit will result in the issuance of an **ADM** of EUR150.00

### 3. TICKETING

A TAP ticket may have up to 4 consecutive ticket numbers and 4 flight coupons per number (a maximum of 16 flight coupons).

The E-Ticket must contain the following: Passenger name, airline indicator, flight numbers, date, time of departure and O&D of each flight, fare base, taxes, fare construction, form of payment, issuance date, issuing agency, ticket number and added endorsements regarding the passenger information and fare rules.

Insertion of ticket number in the booking is mandatory. In case this procedure is not done correctly the booking may be cancelled, without the possibility of reinstating on the same fare basis.



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TAP does not allow issuance of tickets (047) 100% interline (without any TAP flight). An **ADM** of EUR100.00 will be sent for each ticket issued in these conditions, exception for Star Alliance fares.

In case the interline fare has plate restrictions, an **ADM** of the difference to the first TAP or IATA applicable fare will be charged, with a minimum amount of EUR100.00

## 4. CREDIT CARD ACCEPTANCE

Following IATA Resolution 890 item 3.4 *Customer Card Sales Rules*:

***3.4 This Resolution gives authority to accept only a Customer Card when using the card acceptance merchant agreement of the Member/Airline to collect payment for the sale of passenger air transportation and Ancillary services. The Agent may not accept any other card or payment method that uses the Member/Airline' card acceptance merchant agreement, including any card issued in the name of the Agent or any person permitted to act on behalf of the Agent, unless specifically authorized by such Member/Airline. A failure to comply with the present paragraph 3.4 will be undertaken under the sole responsibility and liability of the Agent toward the Member/Airline concerned.***

The Agent shall ensure that the type of card processed during the sale is accepted by TAP Air Portugal in the country of ticket issuance. For TP/047 validation documents only cards contracted with TAP may be accepted (depending on the market, TAP accepts all general credit cards AP, AX, CA, DC, DS, EC, MC, VI and TP).

No card issued in the name of the Agent, or in the name of a person permitted to act on behalf of the Agent, or in the name of the Agent's Office (partner or employee), shall be used in connection with the sale of the air transportation on behalf of TAP Air Portugal to any customer of the Agent.

In case of violation, TAP Air Portugal reserves the right to issue an **ADM** corresponding to **5%** of the total transaction amount and/or withdraw the agent's ticketing authority.

## 5. CHARGEBACKS

According to IATA Resolution 890, in case the airline is debited by the credit card acquirer for a fraud case, any cost incurred by the airline will be charged via **ADM** to the agent. The travel agent is responsible for checking the validity of the credit card, to ensure the cardholder's signature is provided and to ensure that the credit card is accepted for payment by TAP.

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## 6. VOLUNTARY CHANGES TO A PASSENGER BOOKING

Changes of date, time, O&D and/or connecting cities on flight segments requested by the passenger are considered voluntary booking changes.

Right after the booking change, the agent must change the ticket accordingly, for which he has 2 possibilities:

**Revalidation:** When there are no fare/RBD changes, other companies involved (codeshare or interline) or changes of routing. Revalidation is permitted in any rbd as long as this permission is mentioned in the fare rules (the fare brands *discount*, *basic* and *classic* do not allow revalidation)

**Reissuance:** All other cases. Reissuance penalty is to be charged as **DU tax**. If charged with a different tax code an ADM will issued:

- Penalty charged as DV, YQ, YR, OB, OC, XP or CP tax – an **ADM of EUR25.00** will be issued
- Penalty charged as any other tax code – **ADM of the penalty full amount** will be issued

**Reissuance** of a ticket can only be made by the issuing agent or by an agent belonging to the same agency network (in the same or in a different country). If the ticket is reissued by a different agent or in another country by a different agent, an **ADM** will apply in the full amount of the ticket, up to a maximum of **EUR200.00**.

On voluntary booking changes, before departure of original flight, revalidation or reissuance of ticket must be completed in the first 24 hours after the change of booking, and never after departure time of original flight. If agent does not comply with this procedure, an **ADM of EUR25.00** will be issued per ticket.

On cases that changes occur after departure of original flight (No-Show), the revalidation or reissuance of ticket must be completed up to 24 hours after that change. If agent does not comply with this procedure, an **ADM of EUR25.00** will be issued per ticket.

Additionally, cases of voluntary change to wait listed flights (HL), the 24 hours period will begin as soon as segment is confirmed, exception on weekends and public holidays on travel agents countries, where 24 hours period will start on next working day.

We ask all travel agents to pay close attention to all fare details, (Fare Difference, Penalties, Applicability, Minimum and Maximum Stay, etc...). TAP offers agencies ways of communication in order to clarify these aspects and to avoid mistakes, which will be detected and charged afterwards via ADM.

Some examples of procedures and respective penalties if not complied with:

- **Changes involving interline segments / code-share segments:** Ticket must be reissued. If the fare is an unrestricted fare and ticket is revalidated, an ADM of EUR25.00 will be issued.
- **Changes involving interline segments / code-share segments:** Ticket must be reissued. If ticket is revalidated and any applicable penalty is charged in an EMD, an ADM of EUR25.00 will be issued.
- **Changes involving interline segments / code-share segments:** Ticket must be reissued. If ticket is revalidated but no penalty charge is found in an EMD, an ADM with the penalty amount will be issued.
- **Fare does not allow revalidation:** If ticket is revalidated and no penalty charge is found in an EMD, an ADM with the penalty amount will be issued.
- **Fare does not allow revalidation:** If ticket is revalidated and any applicable penalty is charged in an EMD, an ADM of EUR25.00 will be issued.



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- **Change of routing:** Ticket must be reissued. If ticket is revalidated and any applicable penalty/fare difference/tax difference is charged in an EMD, an ADM of EUR25 will be issued.
- **Change of routing:** Ticket must be reissued. If ticket is revalidated but no penalty charge/fare difference/tax difference is found in an EMD, an ADM with the penalty amount, fare difference and/or tax difference will be issued.
- **Difference in booking class/fuel surcharge increase/tax increase:** Ticket must be reissued. If ticket is revalidated and any applicable penalty/fare difference/tax difference is charged in an EMD, an ADM of EUR25 will be issued.
- **Difference in booking class/fuel surcharge increase/tax increase:** Ticket must be reissued. If ticket is revalidated but no penalty/fare difference/tax difference is charged in an EMD, an ADM with the penalty amount, fare difference and/or tax difference will be issued.

## 7. NAME CHANGE / NAME CORRECTION

The name and last surname of each passenger must be inserted at the beginning of the PNR, as well as the gender (MR, MRS, MSTR, MISS).

In a situation where the passenger has only a surname (according to identification documents), the surname must also be inserted as follows: Surname/MR

### 7.1 NAME CHANGE

A change of name refers to the change of a passenger to another passenger on the booking; this is not allowed by TAP. In these situations, the original PNR must be cancelled and a new PNR must be created with the new name and with the available fare. The original ticket must be refunded according to the fare/market rules.

### 7.2 NAME CORRECTION

Technically, Amadeus Reservations system allows to change the entire first name and change up to 3 characters of surname **once**, but **TAP AIR PORTUGAL only allows corrections in the following situations:**

- Tickets 047 and exclusively on TP/NI/WI flights;
- Same flights/ dates of the original booking;
- Up to 3 letters in the surname;
- Incomplete surname: Example: Green/JohnMr => GreenSmith/JohnMr;
- First name and surname swap Example: John/SmithMr => Smith/JohnMr;
- Change of surname due to marriage or divorce – pax should present document with new name;
- Nickname instead of first name Example: Green/KathyMrs => Green/KatherineMrs
- Title error Example: Smith/JohnMrs => Smith/JohnMr;
- Surname swap Example: GreenSmith/JohnMr => SmithGreen/JohnMr;



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- Incomplete name Example: Santos/FernandaMrs => Santos/MariaFernandaMrs;
- First name or surname misspell (letter swap, letter missing, extra letter) – correction permitted without penalty ;
- Infant name change permitted without penalty;
- One letter correction on title (eg: Mr to Mrs and viceversa) permitted without penalty;
- Information must be inserted in the Endorsements box: **Reissue due corr name.**
- **Group PNRs and Allots** - Standard Groups and Sports Groups (Portugal only), and Allots, are not subject to a name correction fee.
- Shall there be any **change of date, flight or RBD upon the reissuance** of a ticket due to name correction, the corresponding penalty fee for voluntary rebooking as well as any fare difference must be charged. If these additional amounts are not charged upon reissuance, an **ADM** will be sent.

**These restrictions may vary in case of Group bookings, please refer to country Group Sales Office.**

## 8 CANCELLATIONS AND REFUNDS

A ticket is valid for 1 year counting from the date of issuance, whether to fly, reissue or refund.

- 1) Before that period the agent may refund the ticket according to the specific applicable fare rules.
- 2) After that period, only airport taxes are refundable, and all refund requests must be submitted directly to TAP Refunds Department (Refund application in BSP Link)
- 3) Please consult the specific conditions and procedures in TAP Agents <https://agents.flytap.com>

Refunds may be processed via GDS (Direct Refund), if this option is open for the market, or requested via BSP Link (Indirect Refund); the last ones being actioned later by TAP. Agents must pay close attention to ticket expiration and fare rules.

Refunds can only be made by the issuing agent, as per IATA Reso 824r. If refund is made by a different IATA, an **ADM** will be sent in the full refund amount.

Whenever a ticket is refunded, the commission is to be returned to TP. If a ticket issued by a travel agent is refunded directly to passenger through a legal process, an **ADM** will be issued to the agent to return the commission to TP.

On voluntary refunds, airlines fees DV, DU, XP and OB are not refundable.

For tickets issued in **Brazil, YR** is non refundable.

Any exception to fare rules must be previously authorized by TAP in writing. Failure to obtain such authorization, prior to submission of Direct Refund, will be subject to **ADM**.

### Direct Refunds:

- Will be posted on agent's BSP or ARC report at the end of the reporting period.





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- It is not allowed to change the original form of payment. Shall the refund form of payment be different from the original form of payment, an **ADM** will be issued as follows:
  - a fixed amount of **EUR200.00** whenever the refund amount requested is equal or higher than EUR200.00
  - the total amount of the refund whenever the amount requested is less than **EUR200.00**
- If the refund value is incorrect and requires correction, the value difference will be charged with a minimum of EUR25.00. In case a flight coupon submitted for refund is in the meanwhile or was previously refunded, apart from **ADM** an extra fee of **EUR100.00** will be charged.

## Indirect Refunds:

- Every time a refund is processed through BSP Link a fee of **EUR40.00 (USD50.00/CAD60.00)** will be charged.
- This fee is not charged in cases of refund resulting from irregularities (INVOL/SKCHG)
- If GDS refunds are closed in the market, the refund fee through BSP Link will not be charged.

## Refunds made up to 24 hours after ticket issuance

- TAP allows the refund of tickets (except group tickets) and associated EMDs up to 24 hours after they have been issued, applying only a single administrative fee for both documents. This fee should be charged **as MF tax**, for indirect refunds. The fee does not apply to direct refunds.
- The fee applicable to indirect refunds will be **EUR40.00 (USD50.00/CAD60.00)**
- By legal imposition under consumer protection law at ANAC (Brazil), DOT (USA), CTA (Canada), Colombia:

Refunds made within 24 hours and for sales up to 7 days before the journey, the service fee is exempt; for refund requests made within 24 hours and sales within 7 days before the journey, the fee will be charged if the refund request is requested **in BSPLink**.

For tickets issued in **Israel** refunds can be made up to 14 days after ticket issuance, provided that the cancellation is made at least 7 working days prior to the beginning of travel, with a fee of 5% of the ticket total amount **or ILS100 or NIS** (whichever is lower and either for Continental or Intercontinental fare tickets).

## **9 SPECIAL FARES**

Special Fares are defined as those which have a reduction of price compared to a published fare and categorized as follows:

- Private: Negotiated directly with TAP
- Group: Negotiated directly with TAP – RBD: ‘G’
- Student: Passenger with Special Status – documentation required
- Resident: Passenger with Special Status – documentation required
- Seamen/Offshore: Passenger with Special Status – documentation required
- Child: Less than 12 years up to the date of departure of the last flight
- Infant: Less than 2 years up to the date of departure of the last flight

In a pnr, it is mandatory to identify if passenger is a **child** or an **infant**. The lack of this information may result in operational constraints at check-in or at the boarding gates (for example, child may be seated in an emergency row). Therefore, it is mandatory to insert the passenger PTC in the name field. This will

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create an automatic SSR CHLD or SSR INFT which will allow TAP to correctly identify passengers. The non-insertion of the PTC information will result in an **ADM of EUR25.00**.

Although TP is aware that the DOB information inserted in GDS other than Amadeus may not be correctly reflected on the TP system, we encourage that you continue to insert the DOB after the PTC for integrity reasons.

Non-compliance with the rules and regulations of special fares will result in the issuance of an **ADM**.

## 10 SPECIAL REQUESTS (SSR)

Special Requests or Special Services are those which are associated with a passenger, and/or reservation and can be divided into two categories depending on the request channel to adopt:

- Requested to the GDS: PETC; AVIH; SPEQ; BIKE; BULK; XBAG; WEAP; UMN; BSCT; Special Meals; Seats; Wheel Chairs; BLND; DEAF; SVAN; INFT;
- Requested to TAP: EXST; STCR; OXYG; CBBG; SVAN; ESHO; MEDA; DPNA; POC; CPAP; ESAN;

Each of these requests has a specific procedure, which can be found in the various TAP means of communication with the agent and must be scrupulously fulfilled. At least 48 hours before departure the agent should check whether there has been any change in the Status of the service, since it can be cancelled for various reasons, even when previously confirmed.

The passenger documentation should also be inserted as SSR (frequent flyer program or identification documents). The latter are required before issuing the ticket in some destinations.

## 11 TAP MILES&GO

TAP's frequent flyer program, TAP Miles&Go, allows passengers to earn miles with their travels, whether with TAP or another Star Alliance airline. It is important that the agent inquires the passenger of his program, and inserts correctly his frequent flyer number on the booking. If the passenger is not affiliated with any program, he can always sign for free through the website [www.flytap.com/miles-and-go](http://www.flytap.com/miles-and-go)

The number of miles earned with the travel depends on the flight and fare booked; these miles can also be used to purchase air tickets, and such reservations should be made directly with TAP Miles&Go.

When inserting the frequent flyer number on the reservation, note that the card name must match exactly the name of the booking. If entered correctly and before the first "end of transaction" the passenger's frequent flyer status, *TAP Miles&Go*, *TAP Miles&Go Silver* or *TAP Miles&Go Gold*, will be taken into account by TAP, and in the last two cases may grant the passenger special conditions.

## 12 SCHEDULE CHANGE

TAP rules concerning treatment of schedule changes (Booking changes/ticket reissuance/refunds) in travel agencies bookings.

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## 12.1 PREREQUISITES AND GENERAL RULES

a) The passenger should have a **TAP ticket and a confirmed reservation on a TAP flight (TAP flight number or TAP operated flight)**. In case of reservation with interline flight involved please report to the General Conditions of Carriage and contact TAP.

b) In case of special circumstances, such as strike, weather, airport closure, etc., additional rules may apply which will be properly provided by TAP (please refer to the local TAP office or representative or [www.tapagents.com](http://www.tapagents.com))

Travel agencies may process schedule changes on TAP tickets and should comply according to the rules described below. In case of doubt regarding schedule change, cancellation of flight or if you want TAP to handle the case, you should contact TAP directly.

If performing an involuntary ticket reissuance or refund, obey all the following rules as described, otherwise an **ADM** may be issued.

These procedures may vary for Group (RBD: 'G') or Miles (RBD: 'X' and 'I') bookings.

## 12.2 IRREGULARITY AND SCHEDULE CHANGE PROCEDURES

If the passenger has been placed on an alternative flight by TAP, he can make a free amendment to another flight/connecting flight he considers acceptable (see section 12.2.1 "Alternatives ...") – any additional change will be subject to fare conditions.

If the passenger has not been placed on another flight by TAP, the passenger can choose for free and only once a flight/connecting flight that he considers acceptable (see section 12.2.1 "Alternatives ...") – any additional change will be subject to fare conditions.

Note: The travel agent is required to notify all ticketed and confirmed passengers of any schedule change or flight cancellation immediately after receiving notice. This **free booking change must be processed within 10 days after the schedule change (UN/TK sent to the PNR)**. Any rebooking made or requested after the period of 10 days of the schedule change may be considered a voluntary booking change, according to fare conditions.

Changes of origin and/or destination for regular schedule changes are not allowed. In case of an exceptional situation, example, the closure of the airport, etc., specific rules shall apply and will be divulged by TAP.

### 12.2.1. ALTERNATIVES THAT AGENCIES MAY OFFER TO PASSENGERS

#### a) Schedule change or flight cancellation takes place **more than one day prior to the scheduled departure time of the first affected flight**

- Rebooking for a **TP flight** (flight number TP, operated by TP)
- Rebook in the same RBD of the original ticket, within the validity of the same.
- If original booking class is not available, agent must rebook in the lowest available RBD within the same cabin. Please refer to the involuntary procedures available on [www.tapagents.com](http://www.tapagents.com)
- If necessary to change the departure date, the new departure date must be **within 3 days before or after the original flight date**.

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- If no alternative TP operated flight is available, you can rebook to a TP marketing flight (TP flight number but operated by another airline) following the same rules described above.
- If no TP operated flight nor TP marketing flight is available, or if passenger doesn't accept the alternatives offered, you must always contact TAP.

## **b) – Schedule change or flight cancellation takes place one day or less prior to the scheduled departure time of the first affected flight**

- You must **always contact TAP** before taking any action over the pnr or the ticket.

### **12.3 TICKET REISSUANCE**

The agent may change the booking and reissue the ticket according to the rules described above, with prior authorization from the TAP.

It is mandatory to indicate the reason for the reissue on the FE field: example: SCHED CHNG XXX TP/DDMM. If this element is not introduced or if flight/reason is incorrect, an **ADM** will be automatically created.

Reissuance of a ticket can only be made by the issuing agent or by an agent belonging to the same agency network (in the same or in a different country). If the ticket is reissued by a different agent or in another country by a different agent, an **ADM** will apply in the full amount of the ticket, up to a maximum of EUR200.00.

### **12.4 REFUNDS**

In accordance with the General Conditions of Carriage and European Regulation EC 261/2004, total or partial refunds in case of irregularity are only allowed in the following cases:

- Delay of 5 hours or more
- Cancellation in which passenger does not accept to be rerouted at first opportunity or does not accept the new schedule proposed by TAP
- Delay that results in misconnection and/or an overnight stay (you must first contact TAP for authorization)

Excluded from this authorization are cases where UN/TK is due to flight number change only. In these cases, fare rules apply.

In case of a schedule change or cancellation of flight (flight number) of another airline, with TAP ticket, the agent must contact TAP.

**You can perform an involuntary refund directly in your GDS (if this option is open for the market) without contacting TAP – however, for the below cases it is absolutely necessary to contact TAP for an authorization:**

- **Cancellation of another airline flight or TP marketing flight**
- **Schedule change which originates a misconnection**

**The lack of authorization in these cases will lead to an ADM.**



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## Incorrect Booking Procedures

### 13 FICTITIOUS, SPECULATIVE AND TEST BOOKINGS

These are reservations created using fictitious names and/or fictional/speculative segments, with no intention to travel and/or that were not requested by the passenger for the purpose of issuing a ticket. In addition, bookings that are created for testing or training.

The training mode on each GDS must be used when it is required for this purpose.

It is strictly prohibited to create segments and/or PNRs for:

- Keeping or blocking places for future sale expectation
- Circumvent fare rules
- Get confirmation from other segments
- Book and/or sell airspace not requested by the passenger, example: flights added to the PNR to remove later.

**All bookings created with fictitious names will be penalized with an ADM of EUR15.00 per passenger and per segment.**

#### 13.2 INCOMPLETE USAGE & OUT OF SEQUENCE

It is not permitted to make reservations different from the passengers' real itinerary, including fictitious segments with the aim to undercut the applicable fare. This includes booking and issuing of round trips for the purpose of one-way travel or partial travel only, as well as amending itineraries without passenger request.

In case of incomplete usage, an **ADM** will be sent in the amount of the fare difference to the applicable fare for the flown itinerary.

### 14 BOOKING AN INCORRECT RBD OR SUB-CLASS

All bookings must be made on the correct class in accordance with the paid fare. In the vast majority of cases the first letter in the name of fare is the RBD in which it must be reserved.

When used an incorrect RBD or subclass and if the ticket is issued, TAP will issue an **ADM** with the difference to the booked class.

### 15 CHURNING

All reservations made by agents must be issued or cancelled when required, or until 24 hours before departure.

Cancellations with rebooking of a segment in the same or another class in the same booking or on various PNR and/or GDS to circumvent or prolong the ticketing deadline is not allowed by TAP.

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This type of procedure is monitored by TAP. If this situation exceeds or equals 8 transactions (book-cancel-book-cancel-book-cancel-book-cancel), the result is the issuance of an **ADM of EUR15.00 per passenger per segment per equal or exceeding transaction.**

Transferring a PNR between agents (Claim PNR) is considered as a Cancellation (cancel) on the originator's side and a new Booking (book) on the claimer's side, these actions count for the Churning transitions.

In the same way, the action of splitting/dividing a booking are considered as a Cancellation (cancel) on the original PNR and a new Booking (book) on the new PNR, these actions count for the Churning transitions, if considered entirely unnecessary.

## 16 FICTITIOUS TICKET

TAP does not allow the use of fictional ticket number or total/partially flown to maintain an active booking. Such procedure could result in sanctions and cancellation of the reservation.

## 17 INACTIVE SEGMENTS (Status Code: HX/NO/UC/UN/US)

It is important to reply to all status messages from the airline, such as HX, NO, UC, UN and US that can occur for various reasons (such as DUPE, no-show, WL Clearer, Schedule Change,...), hence **all segments with Status Code HX/NO/UC/UN/US must be removed up to 24 hours before departure time of the flight**, using the cancellation entry.

Check daily the "queues", if this message occurs on a reservation the same is placed in the queue of Schedule Change and/or Special Services.

Failure to follow this procedure will result in the issuance of an ADM amounting of **EUR15.00** per passenger per segment.

## 18 MARRIED SEGMENTS BREACH / O&D BYPASS

Married Segments may offer different booking availability classes than flights reserved separately. Married Segments must be issued, changed and cancelled together.

O&D Bypass is any manipulation to circumvent the O&D Logic and obtain a reservation in an RBD which is already closed for sale. TAP Air Portugal strictly forbids any manipulations of bookings and subsequent ticketing of such reservations.

Travel agencies that break this set of segments to gain access to lower fares, which otherwise would be unavailable, will be penalized:

- All PNR's identified with "Married Segments Breach" or "O&D Bypass" will be cancelled, unless ticket is issued. TAP Air Portugal will send a cancellation message to the agent in the PNR.
- For all identified situations with a ticket issued, **ADMs** will be issued, per passenger and per remaining manipulated O&D:
  - Domestic Portugal and Europe: EUR250.00 or equivalent in local currency

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- Intercontinental: EUR400.00 or equivalent in local currency

In case a Travel Agent issues a ticket based on a PNR with a manipulated segment, an ADM will be issued. Ticketing Agents are responsible for malpractices even if they are not the original Agent making the booking.

Married segment and O&D bypass audit has been implemented since January 1<sup>st</sup> 2014. Waive of these ADMs is not authorized.

## 19 LOOK-TO-BOOK RATIO

TAP allows all agencies (for Office ID or PCC) a look-to-book ratio (L2B) maximum of 400:1, meaning that at most one agent can verify the availability of TAP flights 400 times for each booked segment.

It is the responsibility of the Agency to ensure that this limit is complied with. TAP has mechanisms to identify if this limit is exceeded.

## 20 DUPLICATED BOOKING (DUPES)

TAP does not allow duplication of bookings. Bookings created with the same name on the same or different flight, class, date or route within or across PNR where it is not possible for the passengers to travel simultaneously at the same time are qualified as duplicate bookings.

Failure to follow this procedure will result in the issuance of an ADM amounting of **EUR15.00** per passenger per segment.

## 21 PASSIVE SEGMENTS

TAP only allows booking of this type of segments, to IATA agents or ARC, for ticket issuing purposes.

Passive segments cannot be used for other purposes, such as to satisfy productivity levels required by the agreement between the Agency and GDS and circumvent fare rules.

Once the tickets are issued, any passive segments should be removed up to 24 hours prior to departure.

TAP recommends contacting the GDS's Help Desk for information on Claim PNR.

TAP has the possibility to eliminate or limit the use of this type of segments per country or agent.

## 22 WAITING LISTS (WL)

The booking of waiting lists is a common practice for travel agencies, allowing the passenger the possibility of a more advantageous fare. Although TAP possesses tools that may inhibit or reduce the possibility of booking WL segments and in order to reduce high costs to TAP that this procedure brings, we ask the agents if they can:

1. Limit the number of segments in the waiting list to **1** per segment or date.
2. Cancel and remove segments that are not needed or have not been confirmed up to 24 hours before the flight.

# Responsible Booking Policies

For GDS Agents

## 23 UNTICKETED NO-SHOWS

A No-show occurs when a passenger is booked on a flight and does not board.

This situation happens also when a travel agent does not cancel a reservation that was not requested or when the passenger reported that he wouldn't be able to travel. This leads to a discrepancy between the inventory available and the real inventory.

Segments without ticket issued, resulting in un-ticketed no-show, are subject to an **ADM** of **EUR50.00** per passenger per segment.

## 24 POST ISSUANCE BOOKING COMPLIANCE

When a PNR has ticketed segments and one of them is flown, all new segments added to the PNR must be ticketed according to the information on the fare notes, chapter advance purchase/ticketing.

If Ticket is not issued within this time limit, **ADMs** will be issued as follow:

- EUR150.00 European segments in Economy
- EUR250.00 European segments in Business
- EUR250.00 Intercontinental segments in Economy
- EUR400.00 Intercontinental segments in Business

## 25 "HIDDEN" GROUPS

TAP policy defines that 10 or more passengers travelling on the same flight round-trip, constitute a group, regardless of the fare purchased.

TAP informs GDS agents that, in the event that many individual bookings are created to circumvent this situation, these may be cancelled.



# Responsible Booking Policies

For GDS Agents

## ADM Policy

According to the IATA resolution 850m (Passenger Agency Conference Resolutions Manual), we hereby inform about TAP Air Portugals' ADM (Agent Debit Memo) policy from 1<sup>st</sup> June 2014. TAP Air Portugal has published its ADM policies/Responsible Booking Policies per market in BSP/ARC.

TAP will issue an ADM document to correct any calculation difference or incorrect report in the following cases: issuance (example: plating violation), fare audit, reissuance, revalidation, refunds - both in the rate as in commissions and fees - incorrect duplicated or fictitious bookings, or for non-compliance with the "Responsible Booking Policy", not excluding any other cases or errors.

The ADMs will be issued via BSPLink/ARC and can only be disputed through the appropriate channel defined by the market, within 15 days of date of issue, in accordance with IATA reso 850m. These ADMs will be issued against the ticket issuing agency and/or the responsible for the creation of the booking.

However, in cases of incorrect reservation procedures by a Non IATA Travel Agent, and since debit is not possible via BSP Link/ARC, TAP reserves the right to invoice the travel agent and or inhibit its access to the inventory.

For every ADM issuance (Fare Control) an administrative fee of 10% of the ADM will apply.

The language used in ADM issuance will be English.

### ADM Fare Structure

Parameter	Debit
Booking errors, reissuances and refunds	Difference to correct value*
Booking in incorrect RBD/Sub-class	Difference to correct value*
Change of Form of Payment in refunds	See page 7*
Churning	EUR 15 per segment/per passenger
Duplicate / Dupes	EUR 15 per segment/per passenger
Inactive Segments (Status Code: HX/NO/UC/UN/US)	EUR 15 per segment/per passenger
Married Segments Breach / O&D Bypass	EUR 250 (Domestic Portugal and Europe)** EUR 400 (Intercontinental)**
Un-ticketed No-show	EUR 50 per segment/per passenger
Incomplete Usage*	Fare difference to applicable fare on flown segment
Fictitious Names	EUR 15 per segment/per passenger

\* Per passenger, plus administrative fee.

\*\* Per passenger and per remaining manipulated O&D, plus administrative fee.

# Responsible Booking Policies

For GDS Agents

## Terms and Applicability

This manual of "Responsible Booking Policy" for GDS agencies is a legitimate tool and is written according to the industry and IATA regulations and it serves as a guide to the different markets in "TAP World ", who may make the amendments that they find necessary, adapting it to their trade policy.

TAP reserves the right to modify, add or remove parameters of this document without prior notice and expects travel agencies to refer to it regularly.

The "*Responsible Booking Policies*" document is available in all BSPs (and ARC) where TAP Air Portugal participates in.

# Responsible Booking Policies

For GDS Agents

## IATA Legislation

### 26 IATA RESOLUTIONS BACKING UP TAP BOOKING POLICY

#### **IATA resolution 824, Passenger Sales Agency Agreement:**

**§3.1** “the agent is authorised to sell air passenger transportation on the services of the Carrier and on the service of other carriers as authorised by the Carrier. The sale of air passenger transportation means all activities necessary to provide passenger with a valid contract of carriage. The sale of air passenger transportation means all activities necessary to provide a passenger with a valid contract of carriage including but not limited to the issuance of a valid Traffic document and the collection of monies therefor. The agent is also authorised to sell such ancillary and other services as the Carrier may authorize;”

**§3.2** “all services sold pursuant to this Agreement shall be sold on behalf of the Carrier and in compliance with Carrier’s tariffs, conditions of carriage and the written instruction of the Carrier as provided to the Agent. The Agent shall not vary or modify the terms and conditions set forth in any Traffic Document used for services provided by the Carrier, and the agent shall complete these documents in the manner prescribed by the Carrier;”

**IATA Resolution 852, §2.1** regulates the selection of Validation Carrier, for the issuance of documents on behalf of the Carrier and in compliance with Carrier’s validation principle; the agent shall comply with the instructions issued by the BSP/ARC and the ticketing Carrier in relation to the issuance and reporting of electronic tickets:

“2.1 the ticketing airline shall be any BSP Airline participating in the transportation, or a BSP Airline acting as the General Sales Agent for any airline participating in any sector of the transportation in the country of ticket issuance, provided that the selection of Validating Carrier conforms to the requirements of the fare rules where applicable and subject to the existence of a valid interline agreement between the ticketing airline and each transporting airline,”

**IATA Resolution 890, Card Sales Rules §3- 4**, states that the Agents shall comply with the resolution and instructions issued by the BSP Manual and the ticketing Airline in relation to acceptance of cards.

#### **IATA Resolution 049x, Fare Changes**, “resolved that:

- 1) Transportation shall be subject to the fares and charges in effect on the date on which full payment is made, for travel on the specific dates and journey shown on the ticket
- 2) Provided no voluntary change is made to the originating flight, no increase in fare effected through a change in fare level, a change in conditions governing the fare, or cancellation of the fare itself, shall apply
- 3) In the event of a voluntary change to the originating flight, the fares and charges for the passenger's journey shall be recalculated in accordance with the fares and charges in effect on the date on which the change is made and is reflected on the ticket
- 4) in the event payment is made prior to confirmation of reservations for the originating flight, the fares and charges for the passenger's journey shall be recalculated in accordance with the fares and charges in effect on the date on which the confirmation is made”

# Responsible Booking Policies

For GDS Agents

## **IATA resolution 830a**, §1 Consequences of Violation of Ticketing and Reservation Procedures

“1. all agents be reminded that practices such as listed herein, in other applicable Resolutions, or in Carriers’ written instructions, but not limited thereto, violate the governing conditions referred to above. They harm Members’ legitimate interests and can accordingly result in action being taken under the provisions of the Sales Agency Rules and Passenger Sales Agency Agreement. E.g. charging the Agent with the difference between the fare applied and the fare applicable to the service in accordance with Member’s tariff.”

## **27 IATA RESOLUTIONS BACKING UP TAP TICKETING POLICY**

### **IATA resolution 824**, §3.2 Passenger Sales Agency Agreement:

“3.2 All services sold pursuant to this Agreement shall be sold on behalf of the Carrier and in compliance with Carrier’s tariffs, conditions of carriage and the written instructions of the Carrier as provided to the Agent. The agent shall not in any way vary or modify the terms and conditions set forth in any Tariff. Document used for services proved by the Carrier, and the Agent shall complete these documents in the manner prescribed by the Carrier.”

### **IATA resolution 830a**, §1 Consequences of Violation of Ticketing and Reservation Procedures:

“[...] 1. Agents be reminded that practices such as listed herein, in other applicable Resolutions, or in Carriers written instructions, but not limited thereto, violate the governing conditions referred to above. They harm Members’ legitimate interests and can accordingly result in action being taken under the provisions of the Sales Agency Rules and Passenger Sales Agency Agreement.

E.g. charging the Agent with the difference between the fare applied and the fare applicable to the service in accordance with Member’s tariff.

[...]

1.12 Issuing/selling a ticket with a fictitious point of origin or destination in order to undercut the applicable fare (cross border selling)

1.13 failing to observe the applicable rules for Designation and Selection of Ticketing Airline (Resolution 852) and/or designating transportation on such parties' services where a valid interline agreement between the ticketing airline and the transporting party does not exist, 1.14 cancelling or amending a customer booking and/or Electronic Ticket without the express permission of that customer

1.15 Deliberately making duplicate reservations for the same customer.

1.16 When reservations for a group are not confirmed, attempting to secure the required service by requesting this in smaller numbers in individual transactions

1.17 making reservation transactions without the specific request of a customer

1.18 making an amendment to a booking that has previously been issued as an e-ticket without either revalidating or reissuing, as applicable, the original ticket to reflect the new itinerary

1.19 voiding tickets without cancelling corresponding reservations

1.20 failing to split PNRs in cases where not all passengers included in the PNR are ticketed.

1.21 failing to observe the prescribed minimum connecting times.”



# Responsible Booking Policies

For GDS Agents

**IATA resolution 824r, § Refunds**

## **“Section 1—CONDITIONS**

Agents shall only refund Traffic Documents issued by such agent and must observe the original issuance of a Traffic Document to establish the conditions for refund. In principle Traffic Documents will be refunded in the same form of payment it has been originally issued.

When a ticket originally issued by an Agent has been exchanged/reissued by an Airline on which the Traffic Document was originally issued on, it may subsequently be refunded by the Agent.

**1.1** if the amount of refund does not differ from the Traffic Document being refunded, such refunds should be returned to the same form of payment with which the original Traffic Document was paid. For payments made by multiple forms of payment, it shall be processed in the same amounts to each respective form of payment.

**1.2** if the amount of refund differs from the Traffic Document being refunded, such refunds must be returned to the same forms of payment with which the Traffic Document being refunded was paid, subject to Airline's instructions.”

