

# TAP Empty Side Seat Terms and Conditions

These are the TAP Empty Side Seat Terms and Conditions (“Terms and Conditions”), which are established by Transportes Aéreos Portugueses, S. A. (also known as “TAP Air Portugal” or “TAP”), for reservation and use of TAP Empty Side Seat made available to our clients, on websites, apps and/or the digital presence of TAP Air Portugal in certain conditions.

## Definitions

The following definitions apply to these Terms and Conditions:

**1.1 Eligible Customer** refers to the passengers that are able to book the Empty Side Seat.

**1.2 Empty Side Seat** refers to the empty seat (s) next to the Eligible Customer’s assigned seat, on Economy Class, which has been reserved, for an additional fee, on their eligible flight, based on availability.

**1.3 Nominated Payment Card** (“Form of Payment”) means the form of payment allowed by TAP Air Portugal (Visa, American Express, Mastercard, Maestro) which must be used to make a payment, or such other form of payment as approved by TAP Air Portugal from time to time.

**1.4 Original Booking** is the fare purchased and Segment(s) of the booking made by the Eligible Customer which may include 1 or more passengers.

**1.5 Segment** refers to the portion of a journey between two consecutive points on an itinerary.

## Empty Side Seat eligibility

**2.1** Eligible Customers must be at least 12 (twelve) years of age to select Empty Side Seat.

**2.2** Empty Side Seat are subject to availability and may be acquired only by customers travelling in Economy Class on TAP Air Portugal operated flights and TAP Express operated flights (Exit Row Seats are ineligible).

## **Making an Empty Side Seat selection**

3.1 The Empty Side Seat reservation can only be made on behalf of all passengers in the Original Booking.

3.2 By selecting the Empty Side Seat, the Eligible Customer confirms that they are an Eligible Customer and has authority to act on behalf of and to bind all the passenger(s) on the Original Booking.

3.3 Any other Form of Payment or consideration not provided for in these Terms and Conditions cannot be used to make or fulfil an Empty Side Seat reservation.

3.4 The Empty Side Seat refers to the personal seat space only and doesn't include any additional baggage allowances and cannot be used for infant seating, Cabin Baggage, Bulky item or any medical reasons.

3.5 The fee paid for Empty Side Seat is separate and additional to the amount paid (if applicable) for the Eligible Customer's assigned individual seat(s) as per the Original Booking.

3.6 Only one Empty Side Seat service can be reserved for each Segment in the Original Booking, whereby eligible customer may purchase a maximum of three (3) adjacent seats per segment, depending on aircraft configuration and subject to availability of adjacent seats and this these Terms and Conditions.

3.7 The use of a credit card implies that the Eligible Customer is the holder and is of the legal age to use it. The use of a credit card by someone who is not the cardholder implies that the Eligible Customer has obtained the cardholder's permission. The credit card holder is always responsible for ensuring payment of charges made using their card, namely any extra fees that may be charged by the bank, for which TAP is not responsible.

## **Acceptance of Empty Side Seat**

4.1 An Empty Side Seat reservation may be made and paid for between 36H (European flights) or 24H (USA flights) and up to 2 (two) hours before departure.

4.2 Subject to availability, Eligible Customers will receive instant notification by message sent to the nominated e-mail address of the Original Booking confirming the seat next to them is the Empty Side Seat accepted, after payment has been made.

4.3 TAP Air Portugal makes every effort to accommodate your request for an 'Empty Side. However, the Empty Side Seat is subject to availability and TAP reserves the right to re-allocate the Empty Side Seat, which cannot be guaranteed by TAP Air Portugal, including, but without limiting, due to operational, safety or security reasons, even after boarding the aircraft.

4.4 TAP Air Portugal will deduct the fee for the Empty Side Seat reservation from the Nominated Payment Card at any time from the time of acceptance. Customers are responsible for ensuring that they have sufficient funds on their Nominated Payment Card at the time of purchase.

4.5 When the Empty Side Seat is reserved, an Eligible Customer will be charged any amount payable in the currency displayed on the payment page.

4.6 The fare conditions of the Original Booking continue to apply to the Eligible Customer but not to the Empty Side Seat, which is regulated under these Terms and Conditions.

4.7 Once payment is accepted for an Empty Side Seat reservation, no additional Empty Side Seat purchases will be available for any additional passengers on the Original Booking. In case the Eligible Customer wants to modify previous Empty Side Seat reservation, it must be cancelled and book a new service of Empty Side Seat.

4.8 The Empty Side Seat does not include any services or products other than the features of the seat type. Any special requests, including meal or seating requests, whether included or not in the Original Booking, will not be applied to the Empty Side Seat reservation, but only to Eligible Customer's assigned individual seat. The Eligible Customer is not allowed to additional (hand) baggage and the Original Booking's baggage conditions remain in place.

4.9 Eligible Customer may choose their seat assignment and the seat(s) next to them upon booking of Empty Side Seat. TAP Air Portugal makes it possible for passengers to reserve their seats in advance, either before traveling or during check-in but previously reserved seats may not necessarily be assigned the same seat and TAP Air Portugal may have to attribute seats other than those initially chosen/attributed, being it also subject to available vacant seat/s at the time of booking of flights and/or booking the Empty Side Seat.

4.10 Empty Side Seat is not eligible for miles accumulation.

## **Cancellations, Endorsements and Transferability**

5.1 Without prejudice to any applicable laws, rules and regulations, TAP Air Portugal Conditions of Carriage and these Terms and Conditions, if an Eligible Customer fails to board a flight (as no-show) for which an Empty Side Seat has been confirmed, the Eligible Customer will not be reimbursed for the fees paid for the booking of the Empty Side Seat.

5.2 Empty Side Seat is non-transferable and non-endorsable.

## Refunds

6.1 Empty Side Seat will only be refundable:

- Whenever a seat change is made by TAP Air Portugal, to a Segment on which an associated Empty Side Seat purchase has been confirmed.
- if the Segment in the Original Booking is cancelled by TAP Air Portugal.

6.2 These cases do not cover any situations caused by the Eligible Customer, where the reasons are attributable to the Eligible Customer's actions, including, among others, where the Eligible Customer chose to change his/her flights or if his/her actions resulted in a flight being missed. As a result, no refund will be made if, after the confirmation of Empty Side Seat, the Eligible Customer decides to change or cancel his/her ticket.

6.3 Subject to Clause 6.1:

a) Empty Side Seat refunds will automatically be processed when your Empty Side Seat reservation is no longer available, or at least 2 (two) hours after the departure of the flight. A confirmation message will be sent to the nominated e-mail address of the Original Booking confirming the refund to the original form of payment.

b) If you're eligible for an Empty Side Seat refund and haven't received confirmation of your refund, please contact TAP Air Portugal, directly, to the appropriate contacts at [www.flytap.com](http://www.flytap.com).

6.3 Empty Side Seat refunds will be processed in the currency in which payment for the Empty Side Seat reservation was made and to the Nominated Payment Card used to make the payment.

6.4 Empty Side Seat Terms and Conditions, including refunds, are independent of seat selection for the Original Booking and fare refund conditions.

## General

7.1 TAP Air Portugal reserves the right to modify or withdraw these Terms and Conditions at any time and without notice. These Terms and Conditions should be read in conjunction with TAP Air Portugal Conditions of Carriage (available at <https://www.flytap.com/en-pt/transport-conditions>) the Terms, Policies and Conditions of General Use of Transportes Aéreos Portugueses, S.A. (available at <https://www.flytap.com/en-us/terms-and-conditions-tap-client>) and other specific terms and conditions that may be communicated to the Client on the website, apps and/or the digital presence of TAP Air Portugal, at any time. Any new rules and/or changes to these Terms and Conditions will be binding on the Client as soon as they are published. It is the responsibility of the Client to remain informed and to regularly consult these Terms and Conditions and any other existing terms, policies and conditions. These Terms and Conditions are applicable unless they are in conflict with

any applicable laws, rules and regulations, in which event such applicable laws, rules and regulations shall prevail. If any provision of these Terms and Conditions is invalid under any applicable law, the other provisions shall nevertheless remain valid.

7.2 Failure by TAP Air Portugal to exercise its rights will not be construed as a waiver or relinquishment of the future performance of any of its rights, and the Eligible Customer's obligations with respect to such future performance shall continue in full force and effect.

7.3 The Portuguese version of the Terms and Conditions shall prevail over any other versions (translations).